

K17-185

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

POSTLETHWAITE & NETTERVILLE, APAC

THIS FIRST AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, through the Council of the City of New Orleans (the “**Council**”), represented by Stacy Head, Council President (the “**City**”), and Postlethwaite & Netterville APAC, represented by Brandy K. Smith, Director (the “**Contractor**”). The City and the Contractor may sometimes be collectively referred to as the “**Parties.**” This Amendment is made effective as of January 16, 2017 (the “**Effective Date**”).

RECITALS

WHEREAS, on April 12, 2016 the City and the Contractor entered into a professional services agreement under which the Contractor agreed to perform the Comprehensive Annual Financial Report (Task #1), the Single Audit (Task # 2), and audits of the Firefighters’ Old and New Pension Funds and the Police Pension Fund (Task #3), as of and for the year ending December 31, 2015 (the “**Agreement**”);

WHEREAS, on December 10, 2015 the Council adopted Motion M-15-603 to renew the Agreement to perform the audits as of and for the year ending December 31, 2016 for continuity of services; and

WHEREAS, the City and the Contractor, each having the authority to do so, now desire to enter this Amendment to extend the term of the Agreement and to increase the compensation for the purpose of continuity of services.

NOW THEREFORE, for good and valuable consideration, the Parties amend the Agreement as follow:

1. **Extension.** In accordance with Article V of the Agreement, the term is extended for 1 year from the Effective Date through January 16, 2018.

2. **Compensation.** The maximum aggregate compensation payable described in Article IV of the Agreement is increased by \$422,000.00 to a new total amount not-to-exceed \$824,000.00.

3. **Additional Miscellaneous Provision.** The following provision is added to the Agreement:

IX. ADDITIONAL PROVISIONS.

(...)

T. Living Wages. To the fullest extent permitted by law, the Contractor agrees to abide by City Code sections 70-801, et seq., which requires payment of a wage to covered employees equal to the amounts defined in the Code (“**Living Wage**”). If the Contractor fails to comply with the requirements of the Living Wage during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City.

4. **Convicted Felon Statement.** The Contractor swears that it complies with City Code § 2-8(c). No principal, member, or officer of the Contractor has, within the preceding five (5) years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

5. **Non-Solicitation Statement.** The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

6. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

7. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Amendment.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: 
Stacy Head, Council President

Executed on the 15th of March, 2017.

POSTLETHWAITE & NETTERVILLE, APAC

BY: 
Brandy K. Smith, Director

72-1202445
FEDERAL TAX I.D.

APPROVED:
Law Department

By: 

Printed Name: Julie C. Myers