

K18-400

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
LEGEND CONSULTING GROUP LIMITED

THIS SECOND 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 Jason R. Williams, Council President (as the “**City**”) Legend Consulting Group Limited, represented by Joseph A. Vumbaco, Managing Partner (“**Contractor**”). The City and the Contractor may sometimes be collectively referred to as the “**Parties.**” This Amendment is made effective as of January 1st, 2018 (the “**Effective Date**”).

RECITALS

WHEREAS, on January 1st, 2017, the City and the Contractor entered into a professional services agreement under which the Contractor agreed to provide electric and/or natural gas engineering and related consulting services under a request for proposals issued by the Council on July 29, 2016 (the “**Agreement**”);

WHEREAS, the Parties amended the Agreement once to increase the compensation of the Contractor for additional work;

WHEREAS, on December 14, 2017, the Council adopted Motion M-17-610 under which the President of the Council was authorized to sign this Amendment to extend the term of the Agreement, as amended, and to increase the compensation 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 increase the compensation for the purpose of continuity of services.

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

1. **Extension.** In accordance with Article IV.B. of the Agreement, as amended, the term is extended for 1 year from the Effective Date through December 31, 2018.

2. **Compensation.** The maximum aggregate compensation payable described in Article II.B. of the Agreement, as amended, is increased by \$2,037,500.00 to a new total amount not-to-exceed \$4,475,000.00.

3. **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 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.


4. **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.

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

6. **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:  _____
Jason R. Williams, Council President

Executed on the 4 of April, 2018.

LEGEND CONSULTING GROUP LIMITED

BY:  _____
Joseph A. Vumbaco, Managing Partner

APPROVED:
Law Department

By:  _____

Printed Name: Ashley Beanel