

K22-852

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT  
 BETWEEN  
 THE CITY OF NEW ORLEANS  
 AND  
 MAUL FOSTER & ALONGI, INC. D/B/A FLO ANALYTICS  
 REDISTRICTING CONSULTANT**

THIS FIRST AMENDMENT (the "Amendment") is entered into by and the Council of the City of New Orleans, represented by Helena N. Moreno, City Council President (the "City"), and MAUL FOSTER & ALONGI, INC. D/B/A FLO ANALYTICS, represented by TYLER VICK, MANAGING DIRECTOR (the "Contractor"). The City and the Contractor may sometimes each be referred to as a "Party," and collectively, as the "Parties." The Amendment is effective as of the date of execution by the City (the "Effective Date").

**RECITALS**

WHEREAS, on January 1, 2022, the City and the Contractor entered into a Professional Services Agreement for redistricting consulting services, including locating communities of mutual interest, identifying data sources, assisting with public meetings, formulating ideal district populations, developing district boundary maps, and deploying a website portal (the "Agreement");

WHEREAS, on September 24, 2021, in accordance with City Council Motion No. M-21-213, the City issued a Request for Proposal seeking qualified persons to provide redistricting consulting services (the "RFP");

WHEREAS, on December 16, 2021, at the conclusion of a competitive selection process conducted in accordance with Council Rules, the City adopted City Council Motion No. 41-472 selecting Contractor as the City's redistricting consultant and authorizing the Council President to execute a professional services agreement containing such terms and conditions as may be necessary or advisable effectuate same; and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to increase the compensation and maximum amount;

NOW THEREFORE, for good and valuable consideration, the City and the Contractor amend the Agreement as follows:

1. **Compensation.** The compensation described in Article IV of the Agreement is increasing by \$54, 304.00, from \$148, 594.00 to \$202, 898.00.
2. **Maximum Amount.** The maximum aggregate amount payable by the City under this Agreement is \$202,898.00.
3. **Additional Miscellaneous Provisions.** The following terms and conditions are added to the Agreement:

**Payment.** Unless otherwise agreed by the City, payment terms are NET 30 days upon providing that goods and/or services described under this Agreement have been delivered, installed (if required), rendered, and/or accepted, and upon receipt by the City of properly submitted invoice via the City's supplier portal.

**Change Order Recordation.** The Contractor will perform any applicable recordation requirements set forth in La. R.S. 38:2192 and La. R.S. 38:2222, including without limitation the payment of any associated costs. The Contractor will provide the City with a copy of each recordation within 30 days after approval of the associated plan change or amendment.

4. **Convicted Felon Statement.** The Contractor swears that it complies with City Code Section 2-8(c). No Contractor principal, member, or officer has, within the preceding five 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. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment, but all of which, when taken together, shall constitute one and the same agreement.

8. **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.

[SIGNATURES CONTAINED ON NEXT PAGE]

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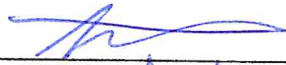
IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY:   
HELENA N. MORENO, COUNCIL PRESIDENT

Executed on this \_\_\_\_\_ of \_\_\_\_\_, 2022

FORM AND LEGALITY APPROVED:  
Law Department

By:   
Printed Name: Andrew Gregorich

MAUL FOSTER & ALONGI, INC. d/b/a FLO ANALYTICS, INC.

BY:   
TYLER VICK, MANAGING DIRECTOR

91-1730412  
FEDERAL TAX I.D.