

K19-424

AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

POSTLETHWAITE & NETTERVILLE, APAC

THIS THIRD 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 (the “**City**”), and Postlethwaite & Netterville APAC, represented by Brandy Smith (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, 2019 (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, the Parties agreed to amend the Agreement twice for continuity of services;

WHEREAS, under Motion M-15-603 dated December 10, 2015, the Council has the authority to renew the Agreement to perform the audit as of and for the year ending December 31, 2018 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 15, 2020.

2. **Compensation.** The maximum aggregate compensation payable described in Article IV of the Agreement is increased by \$484,000.00 to a new total amount not-to-exceed \$1,782,000.00.

3. **Compliance with City’s Hiring Requirements - Ban the Box.**

- i. The Contractor agrees to adhere to the City’s hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, Contractor must provide a sworn statement attesting to its compliance with the City’s hiring requirements or stating why deviation from the hiring requirements is necessary.
- ii. Failure to maintain compliance with the City’s hiring requirements throughout the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of any such breach, the City will provide the Contractor notice of noncompliance and allow Contractor thirty

(30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the Contractor remains noncompliant, the City may move to suspend payments to Contractor, void the Agreement, or take any such legal action permitted by law or this Agreement.

- iii. This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and the remaining provisions of the Agreement will remain in full force and effect.
- iv. The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions

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 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.

[SIGNATURES CONTAINED ON NEXT PAGE]

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CITY OF NEW ORLEANS

BY: 

Jason R. Williams, Council President

Executed on the 7th of May, 2019.

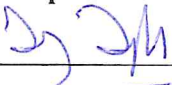
POSTLETHWAITE & NETTERVILLE, APAC

BY: 

Brandy K. Smith, Director

72-1202445
FEDERAL TAX I.D.

APPROVED:
Law Department

By: 

Printed Name: Tracy Tyler