

K23-464

AMENDMENT NO. 3
TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
POWERDETAILS, LLC

THIS THIRD AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and PowerDetails, LLC, represented by Andy Rivera, President (the “**Contractor**”). The City and the Contractor are sometimes each referred to as a “**Party**,” and collectively, as the “**Parties**.” The Amendment is effective as of July 5, 2023 (the “**Effective Date**”).

RECITALS

WHEREAS, on September 4, 2019, the City issued Request for Proposals No. 43, seeking a contractor to provide the Office of Police Secondary Employment with a scheduling and management software using the “software-as-a-service” model (“**RFP**”); and

WHEREAS, on September 20, 2019, the Contractor submitted its proposal, and the City selected the Contractor to perform the professional services described in the RFP; and

WHEREAS, on July 5, 2020, the Parties entered into a professional services agreement to obtain a police secondary employment scheduling and management software (“**Agreement**”); and

WHEREAS, on July 5, 2021, the Parties entered into Amendment One to extend the term of the Agreement, to increase the Agreement’s compensation, and to modify the terms and conditions of the Agreement for continuity of services (“**First Amendment**”); and

WHEREAS, on July 5, 2022, the Parties entered into Amendment Two to extend the term of the Agreement, to increase the Agreement’s compensation, and to modify the terms and conditions of the Agreement for continuity of services (“**Second Amendment**”); and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter into this Amendment to extend the term of the Agreement for twelve (12) additional months and to increase the Agreement’s compensation for continuity of services; and

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

1. Extension. In accordance with Article V, Section (B) of the Agreement, the term is extended for twelve (12) additional months from the Effective Date through July 4, 2024.

2. Compensation. In accordance with Article IV, Section (A)(1) of the Agreement, the Parties reaffirm the City’s subscription fees totaling \$6,000.00 per month. In accordance with Article IV, Section (A)(6), the maximum aggregate amount payable is increasing by \$72,000.00, from \$216,000.00 to a total aggregate amount not to exceed \$288,000.00.

3. **Convicted Felon Statement.** The Contractor swears that it complies with City Code Section 2-8(c). No Contractor principal, member, nor officer 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.

4. **Non-Solicitation Statement.** The Contractor swears that it has not employed nor 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 nor 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. **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.

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 originally 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 THE NEXT PAGE.]

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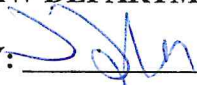
IN WITNESS WHEREOF, the City and PowerDetails, LLC, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 29th of June, 2023.

FORM AND LEGALITY APPROVED:
LAW DEPARTMENT

BY: 

PRINTED NAME: Tracy Tyle

POWERDETAILS, LLC

BY: Andy Rivera
ANDY RIVERA, PRESIDENT


FEDERAL TAX I.D.