

K20-487

**AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**THE CITY OF NEW ORLEANS**

**AND**

**NEW ORLEANS REGIONAL TRANSIT AUTHORITY**

**AND**

**THE NEW ORLEANS AVIATION BOARD**

**AND**

**SEWERAGE AND WATER BOARD OF NEW ORLEANS**

**AND**

**SQUIRE PATTON BOGGS (US) LLP**

**RFP NO. 2112-02112**

**FEDERAL INTERGOVERNMENTAL RELATIONS**

**THIS THIRD AMENDMENT** (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), the New Orleans Regional Transit Authority, represented by Flozell Daniels, Jr., Chairman (“**RTA**”), the New Orleans Aviation Board, represented by its authorized representative (“**NOAB**”), the Sewerage and Water Board of New Orleans, represented by Ghassan Korban, Executive Director (“**SWBNO**”), and Squire Patton Boggs (US) LLP, represented by Matthew D. Cutts, Agent/Officer (the “**Contractor**”). The City, RTA, NOAB, SWBNO, and the Contractor are sometimes collectively referred to as the “**Parties**.” The Amendment is effective as of January 1, 2020 (the “**Effective Date**”).

**RECITALS**

**WHEREAS**, on and effective August 15, 2017, the Parties entered into a Professional Services Agreement for professional services related to Federal Intergovernmental Affairs (the “**Agreement**”);

**WHEREAS**, on April 19, 2018, effective January 1, 2018, the Parties executed an amendment to align the term of the Agreement with the calendar year, to extend the term of the Agreement through December 31, 2018, and to increase the maximum aggregate amount of compensation due thereunder (“**Amendment No. 1**”);

**WHEREAS**, on June 27, 2019, effective January 1, 2019, the Parties executed an amendment to extend the term of the Agreement through December 31, 2019 and to increase the maximum aggregate amount of compensation due thereunder (“**Amendment No. 2**”); and

**WHEREAS**, the Parties, each having the authority to do so, desire to enter this Amendment to extend the Agreement for an additional 1-year term, to increase the maximum aggregate amount of compensation due hereunder, and to modify the terms and conditions to align with the City’s new financial systems and enterprise resource planning (“**ERP**”) software.

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

1. **Extension.** In accordance with Article V Section B from the Agreement, the term is extended for an additional 1-year from the Effective Date through December 31, 2020.

2. **Maximum Amount.** The maximum aggregate amount of compensation described in Article IV Section B in the Agreement is increased by an additional \$300,000.00 to a total amount not to exceed \$1,200,000.00.

3. **Rate of Compensation.** The Parties reaffirm the rate of compensation described in Article IV Sections A.1.a and A.1.b of the Agreement.

4. **Invoices.** Article I Section E entitled "Invoices" is deleted in its entirety and replaced, as follows:

*E. Invoices. The Contractor must submit invoices monthly (unless agreed otherwise between the parties to this Agreement) to the City electronically, via its supplier portal, for goods or services provided under this Agreement no later than 10 calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include the following information: contract or purchase order number issued by the City, the name of the city department to be invoiced, the services performed each month. The City may require changes to the form or the content of the invoice. The City may also require additional supporting documentation to be submitted with invoices.*

5. **Payment.** Article III Section B entitled "Payment" is amended by adding Subsection 7 at the end thereof, as follows:

*7. 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.*

6. **Additional Miscellaneous Provisions.** The following terms and conditions are added to and/or reaffirmed in the Agreement:

#### **PERFORMANCE MEASURES**

A. **Factors.** The City will measure the performance of the Contractor according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

B. **Failure to Perform.** If the Contractor fails to perform according to the Agreement, the City will notify the Contractor. If there is a continued lack of performance after notification, the City may declare the Contractor in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting contractor for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting contractor.

## **NON-DISCRIMINATION**

A. **Equal Employment Opportunity.** In all hiring or employment made possible by, or resulting from this Agreement, the Contractor (1) will not be discriminate against any employee or applicant for employment because of race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Contractor's employees are treated during employment without regard to their race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry.

B. **Non-Discrimination.** In the performance of this Agreement, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Contractor in any of Contractor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. **Incorporation into Subcontracts.** 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.

D. The City may terminate this Agreement for cause if the Contractor fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

7. **Convicted Felon Statement.** The Contractor swears that it complies with City Code § 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.

8. **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.

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

10. **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.

**11. 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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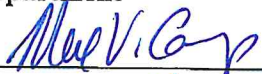
IN WITNESS WHEREOF, The City, RTA, NOAB, SWBNO, and the Contractor, through their duly authorized representatives, execute this Amendment.

**CITY OF NEW ORLEANS**

BY:   
LATOYA CANTRELL, MAYOR

Executed on this 15<sup>th</sup> of July, 2020.

FORM AND LEGALITY APPROVED:  
Law Department

By: 

Printed Name: Max V. Camp

**NEW ORLEANS REGIONAL TRANSIT AUTHORITY**

BY: \_\_\_\_\_  
FLOZELL DANIELS, JR., CHAIRMAN

**THE NEW ORLEANS AVIATION BOARD**

BY: \_\_\_\_\_

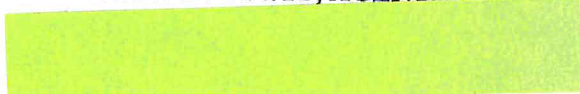
\_\_\_\_\_  
PRINT NAME, TITLE

**SEWERAGE AND WATER BOARD OF NEW ORLEANS**

BY: \_\_\_\_\_  
GHASSAN KORBAN, EXECUTIVE DIRECTOR

**SQUIRE PATTON BOGGS (US) LLP**

BY:   
MATTHEW D. CUTTS, AGENT/OFFICER



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LATOYA CANTRELL, MAYOR

Executed on this \_\_\_\_\_ of \_\_\_\_\_, 2020.

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Law Department

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Printed Name: \_\_\_\_\_

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FLOZELL DANIELS, JR., CHAIRMAN

**THE NEW ORLEANS AVIATION BOARD**

BY: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME, TITLE

**SEWERAGE AND WATER BOARD OF NEW ORLEANS**

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GHASSAN KORBAN, EXECUTIVE DIRECTOR

**SQUIRE PATTON BOGGS (US) LLP**

BY: \_\_\_\_\_  
MATTHEW D. CUTTS, AGENT/OFFICER

\_\_\_\_\_  
TAX I.D.

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**CITY OF NEW ORLEANS**

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LATOYA CANTRELL, MAYOR

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**Law Department**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**NEW ORLEANS REGIONAL TRANSIT AUTHORITY**

BY: \_\_\_\_\_  
FLOZELL DANIELS, JR., CHAIRMAN

**THE NEW ORLEANS AVIATION BOARD**

BY: Michael Bagneris  
Michael Bagneris, Chair  
PRINT NAME, TITLE

**SEWERAGE AND WATER BOARD OF NEW ORLEANS**

BY: \_\_\_\_\_  
GHASSAN KORBAN, EXECUTIVE DIRECTOR

**SQUIRE PATTON BOGGS (US) LLP**

BY: \_\_\_\_\_  
MATTHEW D. CUTTS, AGENT/OFFICER

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LATOYA CANTRELL, MAYOR

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Law Department

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Printed Name: \_\_\_\_\_

NEW ORLEANS REGIONAL TRANSIT AUTHORITY

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FLOZELL DANIELS, JR., CHAIRMAN

THE NEW ORLEANS AVIATION BOARD

BY: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME, TITLE

SEWERAGE AND WATER BOARD OF NEW ORLEANS

BY: Chassan Korb  
GHASSAN KORBAN, EXECUTIVE DIRECTOR

SQUIRE PATTON BOGGS (US) LLP

BY: \_\_\_\_\_  
MATTHEW D. CUTTS, AGENT/OFFICER

\_\_\_\_\_  
TAX I.D.