

K23-381

AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

SIGMA CONSULTING CORP.

THIS FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT (the "**Amendment**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Sigma Consulting Corp., represented by Christopher Todd Thomas, President (the "**Contractor**"). The City and the Contractor may sometimes be collectively referred to as the "**Parties**." The Amendment is effective as of **January 1, 2023** (the "**Effective Date**").

RECITALS

WHEREAS, on January 29, 2020, and effective January 1, 2020, the City and the Contractor entered into a Professional Services Agreement (the "**Agreement**") for the Contractor to provide actuarial services relating to the City's workers' compensation program;

WHEREAS, on January 25, 2022, and effective January 1, 2021, the City and the Contractor entered into a first amendment to the Agreement to increase the maximum amount of compensation, and to add or reaffirm terms and conditions of the Agreement ("**Amendment No. 1**");

WHEREAS, on June 22, 2022, and effective January 1, 2022, the City and the Contractor entered into a second amendment to extend the Term of the Agreement, to increase the Maximum Amount of Compensation, and to add or reaffirm terms and conditions to the Agreement ("**Amendment No. 2**");

WHEREAS, effective January 1, 2023, the City and the Contractor entered into a third amendment to extend the Term of the Agreement, to reaffirm the Maximum Amount of Compensation per year, to increase the Maximum Aggregate Amount of Compensation, and to add or reaffirm terms and conditions to the Agreement ("**Amendment No. 3**"); and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to add cyber claim and forensic accounting services, to reaffirm the current term of the Agreement, to increase the Maximum Amount of Compensation per year, to increase the Maximum Aggregate Amount of Compensation, and to add or reaffirm terms and conditions to the Agreement.

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

1. Contractor's Obligations. Article I Section A Subsection A is deleted in its entirety and replaced, as follows:

Perform all other services and obligations as set forth in any the following documents that are incorporated fully into this Agreement: The Contractor's Proposal to provide Cyber Claim & Forensic Accounting services, dated January 20, 2023, and the

Contractor's Proposal to provide Actuarial Services relating to the City's workers' compensation program dated January 1, 2020.

2. **Term.** The Term of the Agreement, as set forth in Article V Section A of the Agreement, remains unchanged by this Amendment and shall continue to extend through December 31, 2023.

3. **Maximum Amount per Annum.** The maximum amount payable by the City per annum under this Agreement is increased by \$9,000.00 from \$6,000.00 to a new maximum amount not to exceed \$15,000.00.

4. **Maximum Aggregate Amount.** The Maximum Aggregate Amount of the Agreement is increased by \$9,000.00 to a new Maximum Aggregate Amount no to exceed \$33,000.00 (Note: the maximum aggregate amount was inadvertently identified as \$18,000.00 in Amendment No. 3 instead of \$24,000.00).

5. **Additional Miscellaneous Provisions.** The following terms and conditions are reaffirmed and/or added to 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, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, 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, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, 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, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, 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.

6. Compliance with the 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.

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. Cost Recovery. In accordance with Section 2-8.1 of the Municipal Code entitled

"Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations."

9. **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.

10. **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.

11. **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.

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

[SIGNATURES CONTAINED ON NEXT PAGE]

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

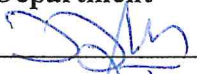
CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 18th of May, 2023.

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Hume

SIGMA CONSULTING CORP.

BY: 
CHRISTOPHER TODD THOMAS, PRESIDENT

TAX I.D.

[END OF AMENDMENT]