

K23-420

AMENDMENT NO. 8
TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
SALTUS TECHNOLOGIES, LLC
RFP No. 2740 - 01774

THIS EIGHTH AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Saltus Technologies, LLC, represented by Eric C. Fultz, President, and CEO (the “**Contractor**”). The City and the Contractor are sometimes collectively referred to as the “**Parties**.” The Amendment is effective as of January 29, 2023 (the “**Effective Date**”).

RECITALS

WHEREAS, on December 30, 2014, the City issued RFP No. 2740-01774, seeking services and software for an electronic citation issuance system (the “**RFP**”), and the City selected the Contractor as the lowest, most responsive bidder, after the Contractor submitted its proposal; and

WHEREAS, on January 29, 2016, the City and the Contractor entered into a professional services agreement for the New Orleans Police Department’s access and use of the Contractor’s digiticket software, when issuing electronic traffic citations (the “**Agreement**”); and

WHEREAS, the City and the Contractor previously amended the Agreement seven (7) times for continuity of services by extending the Agreement’s term, increasing the Agreement’s compensation, increasing the number of MDC units, modifying the statement of work, and adding certain terms and conditions to the Agreement; and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter into this Amendment to ensure continuity of services by extending the term for one (1) additional year and increasing the Agreement’s compensation.

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 an additional one (1) year from the Effective Date through January 28, 2024.
2. **Compensation.** The maximum amount described in Article IV, Section (B) of the Agreement is increasing by \$379,140.00 to a total amount not to exceed **\$2,024,500.00**.
3. **Convicted Felon Statement.** The Contractor swears that it complies with City Code § 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.

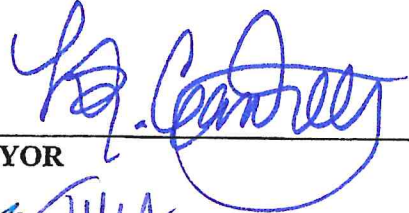
4. **Cost Recovery.** In accordance with Section 2-8.1 of the Municipal Code entitled “Cost recovery in contracts, cooperative endeavor agreements, and grants,” to the maximum extent permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations.
5. **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.
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 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]

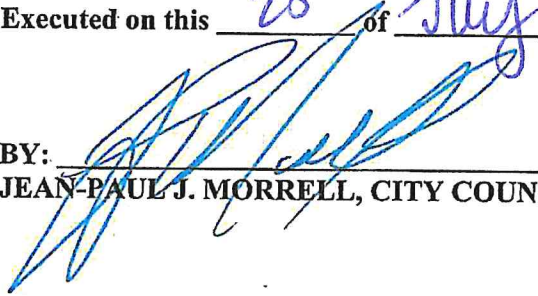
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IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 28th of July, 2023.

BY: 
JEAN-PAUL J. MORRELL, CITY COUNCIL PRESIDENT

FORM AND LEGALITY APPROVED:
LAW DEPARTMENT

BY: 

PRINTED NAME: Tracy Tyler

SALTUS TECHNOLOGIES, LLC

BY: _____
ERIC C. FULTZ, PRESIDENT, AND CEO

FEDERAL TAX I.D.

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

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ of _____, 2023.

BY: _____
JEAN-PAUL J. MORRELL, CITY COUNCIL PRESIDENT

**FORM AND LEGALITY APPROVED:
LAW DEPARTMENT**

BY: _____

PRINTED NAME: _____

SALTUS TECHNOLOGIES, LLC

BY:  _____
ERIC C. FULTZ, PRESIDENT, AND CEO

FEDERAL TAX I.D.