

K22-598

AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

AVENU INSIGHTS & ANALYTICS, LLC

**FORMERLY GOVERNMENT REVENUE SOLUTIONS, LLC FORMERLY KNOWN
AS PRA GOVERNMENT SERVICES, LLC FORMERLY D/B/A BROUSSARD
PARTNERS AND ASSOCIATES**

THIS FOURTH AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Avenu Insights & Analytics, LLC Formerly Government Revenue Solutions, LLC formerly known as PRA Government Services, LLC, Formerly d/b/a Broussard Partners and Associates, represented by Paul Colangelo, Chief Executive Officer (the “**Contractor**”). The City and the Contractor are sometimes collectively referred to as the “**Parties.**” The Amendment is effective as of December 22, 2020 (the “**Effective Date**”).

RECITALS

WHEREAS, on December 22, 2016, the City and the Contractor entered into a professional services agreement to perform audits and the records of taxpayers to determine the accuracy of the taxpayers’ determination of sales tax, use tax, licensing fees, and other fees; and to determine the amount owed by the audited taxpayers (the “**Agreement**”);

WHEREAS, on February 28, 2017, the Contractor filed an application with the Louisiana Secretary of State to change their name from PRA Government Services, LLC, from Government Revenue Solutions, LLC, to Avenu Insights & Analytics, LLC

WHEREAS, the City and the Contractor previously amended the Agreement two times to ensure continuity of services by renewing the Agreement; and

WHEREAS, the City and the Contractor, each having the authority to do so, now desire to enter this Amendment to renew the Agreement, as amended to ensure continuity of services.

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

1. Contractor’s Obligations. Article I, Section A is amended to include the following services:

10. Contractor has previously developed the Application, which is a Software-as-a-Service Tax Filing application to aid taxing authorities in their collection of sales and use taxes. The License granted herein is limited to use of the Application by City and City’s taxpayers for the filing and collection of sales taxes within the geographical jurisdiction of the City.

11. Contractor will provide the following under this Agreement:

- a. Hosting of the Application on Avenu’s servers and/or data center
- b. Maintenance of the Application and its originally intended function (i.e. bug fixes)
- c. Access to Application updates and upgrades which Avenu releases periodically
- d. Access to Avenu’s Product Support Team for Licensee and Licensee’s taxpayers

- e. Access to additional services pursuant to an agreed Work Order
2. **Extension.** In accordance with Article V Section B of the Agreement, the term is extended for three years from the Effective Date through December 21, 2023.
 3. **Compensation.** Article IV is amended to include an additional rate of \$875.00 per month in transaction fees for the Sales Tax E-Filing Software-as-a-Service system and \$165.00 per hour for any programming service fees approved in writing by the City.
 4. **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.
 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.

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[SIGNATURES CONTAINED ON NEXT PAGE]

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

CITY OF NEW ORLEANS

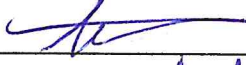
BY: 

LATOYA CANTRELL, MAYOR

Executed on this 26th of August, 2022

FORM AND LEGALITY APPROVED:

Law Department

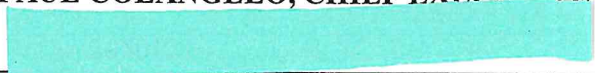
By: 

Printed Name: Andrew Gregorian

AVENU INSIGHTS & ANALYTICS, LLC, FORMERLY GOVERNMENT
REVENUE SOLUTIONS, LLC FORMERLY KNOWN AS PRA
GOVERNMENT SERVICES, LLC FORMERLY D/B/A BROUSSARD
PARTNERS AND ASSOCIATES

BY:  Paul Colangelo

PAUL COLANGELO, CHIEF EXECUTIVE OFFICER


FEDERAL TAX I.D.