

K23-499

SIXTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND
SOUTHEASTERN LOUISIANA AREA HEALTH EDUCATION CENTER, INC.
FOR
FIDUCIARY AGENT FOR NORAPC

RFP NO. 3611-02343

THIS SIXTH AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Southeastern Louisiana Area Health Education Center, Inc., represented by Brian P. Jakes, Sr., Chief Executive Officer (the “**Contractor**”). The City and the Contractor are sometimes collectively referred to as the “**Parties**.” This Amendment is effective January 1, 2023 (the “**Effective Date**”).

RECITALS

WHEREAS, the City and the Contractor entered into a professional service agreement, for provision of the following services related to HIV/AIDS treatment: for the Contractor to serve as the Fiduciary Agent for the New Orleans Regional AIDS Planning Council in connection with HIV/AIDS treatment and access to services, effective March 1, 2018 (the “**Agreement**”);

WHEREAS, the City and the Contractor entered into the First Amendment to increase compensation and extend the term for continuity of services, effective March 1, 2019;

WHEREAS, the City and the Contractor entered into the Second Amendment to increase compensation, extend the term for continuity of services, and update essential terms and provisions, effective June 21, 2019;

WHEREAS, the City and the Contractor entered into the Third Amendment to increase compensation and update essential terms and provisions, effective March 1, 2020;

WHEREAS, the City and the Contractor entered into the Fourth Amendment to increase compensation, extend the term for continuity of services, and update essential terms and provisions, effective March 1, 2021; and

WHEREAS, the City and the Contractor entered into the Fifth Amendment to increase compensation, extend the term for continuity of services, and update essential terms and provisions, effective March 1, 2022; and

WHEREAS, the City and the Contractor, each having the authority to do so, now desire to enter this Amendment to increase compensation, extend the term for continuity of services, and update essential terms and provisions;

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

1. **Extension.** The Agreement is extended for Forteen (14) months, from the Effective Date through February 29, 2024.
2. **Compensation.** The compensation of the Agreement is increased by the following in HIV Emergency Relief Project:
 - a. Increase in the New Orleans Regional AIDS Planning Council operating expenses in the amount of \$311,914.00 (Three Hundred Eleven Thousand Nine Hundred Fourteen and no Cents) to a new total amount not to exceed \$1,792,028.00.
 - b. Increase in payment for the administrative cost as the fiduciary agent in the amount of \$24,953.00 to a new total amount not to exceed \$143,360.00.

The compensation under this Agreement is contingent upon receipt of full Notice of Awards from the funders, and the appropriation and allocation of funds by the City.

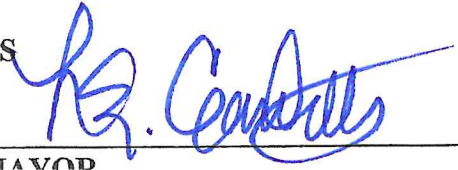
3. **Convicted Felon Statement.** The Contractor swears that it complies with City Code § 2-8(c). No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.
4. **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.
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. **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]

[The remainder of this page is intentionally left blank.]

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 31st of May, 2023

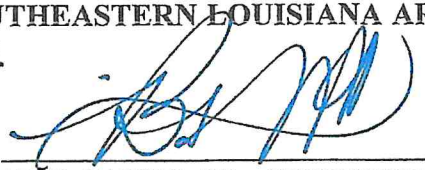
FORM AND LEGALITY APPROVED:

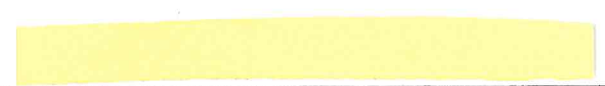
Law Department

By: 

Printed Name: Tracy Tyle

SOUTHEASTERN LOUISIANA AREA HEALTH EDUCATION CENTER,
INC.

BY: 
BRIAN P. JAKES, SR., CHIEF EXECUTIVE OFFICER


FEDERAL TAX I.D.