

K23-564

AMENDMENT No. 9 TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

**QUARTECH CORRECTIONS LLC
(ASSIGNMENT FROM SIERRA – CEDAR, INC.)**

**RFP No. 7120-01622
NOPD INSIGHT SYSTEM**

THIS NINTH AMENDMENT (the “Amendment”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “City”), and Quartech Corrections LLC, represented by David Marshall, CEO (“Quartech” or the “Contractor”). The City and the Contractor are sometimes each referred to as a “Party,” and collectively, as the “Parties.” The Amendment is effective as of October 23, 2022 (the “Effective Date”).

RECITALS

WHEREAS, the City issued Request for Proposals No. 7120-01622, on March 11, 2014, Addendum No. 1, on March 11, 2014, Addendum No. 2, on March 24, 2014, Addendum No. 3, on March 26, 2014, Addendum No. 4, on March 28, 2014, Addendum No. 5, on April 8, 2014, Addendum No. 6, on April 21, 2014, Addendum No. 7, on April 28, 2014, and Addendum No. 8, on April 29, 2014 (collectively, the “RFP”), seeking the most qualified firm to assist the New Orleans Police Department (“NOPD”) with the implementation of an Early Warning System (“EWS” or “Insight System”), including, but not limited to, providing EWS software, data warehouse, application integration layer and data exchange capabilities, feeder systems integration, all associated implementation services, and maintenance and support services; and

WHEREAS, the then Contractor, Sierra-Cedar, Inc., submitted a Technical Proposal and a Price Proposal, on May 8, 2014 (collectively, the “Proposal”), and the City selected the Contractor to perform the professional services in the RFP; and

WHEREAS, on December 22, 2014, the City and the Contractor entered into a Professional Services Agreement (the “Agreement”) for the Contractor’s EWS or Insight System to be utilized by the NOPD; and

WHEREAS, the Agreement provided for an initial term of thirty-four (34) months from the December 22, 2014 with the ability to extend the term for no more than three (3) additional one (1) year periods; and

WHEREAS, on July 29, 2016, and retroactively effective as of December 22, 2014, the City and the Contractor amended the Agreement (mistakenly identified as an addendum and hereinafter referred to as “Amendment No. 1”) by adding a new section; and

WHEREAS, on October 23, 2018, the City and the Contractor entered into an amendment to increase the compensation and to extend the term of the Agreement for an additional one (1) year to ensure continuity of services (“Amendment No. 2”);
and

WHEREAS, on October 23, 2018, the City and the Contractor entered into an amendment to increase the compensation and to extend the term of the Agreement for an additional one (1) year to ensure continuity of services ("**Amendment No. 3**"); and

WHEREAS, on October 23, 2019, the City and the Contractor entered into an amendment to extend the term of the Agreement through December 31, 2019 to ensure continuity of services ("**Amendment No. 4**"); and

WHEREAS, on January 1, 2020, the City and the Contractor entered into an amendment to extend the term of the Agreement through February 29, 2020, to ensure continuity of services ("**Amendment No. 5**"); and

WHEREAS, on March 1, 2020, the City and the Contractor entered into an amendment to extend the term of the Agreement through October 22, 2020 to ensure continuity of services and to increase the compensation ("**Amendment No. 6**"); and

WHEREAS, on May 6, 2020, Sierra-Cedar, Inc. requested and obtained the City's written consent to assign the Agreement, as amended, to Quartech Corrections LLC, pursuant to Article XI, Section (H) of the Agreement; and

WHEREAS, on October 23, 2020, the City and the Contractor, Quartech Corrections LLC, entered into an amendment to extend the term of the Agreement through October 22, 2021 to ensure continuity of services and to increase the compensation ("**Amendment No. 7**");

WHEREAS, on October 23, 2021, the City and the Contractor entered into an amendment to extend the term of the Agreement through October 22, 2022, to ensure continuity of services and to increase the compensation ("**Amendment No. 8**"); and

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, October 23, 2022, through October 22, 2023.

2. **Compensation.** The compensation described in Article IV, Section (B) of the Agreement, as amended, is increased from \$5,784,720.00 by \$209,250.00 to a total maximum aggregate amount not to exceed \$5,993,970.00, which shall cover all costs associated with performing the required professional services, including support and testing each applicable component of the Early Warning System ("EWS"), at a rate of \$135.00/hour for one thousand, five-hundred-and-fifty (1550) hours of work, to be performed/completed during the extended term of the Agreement. The City will compensate the Contractor for actual work performed and does not guarantee a maximum amount to be earned by the Contractor. Payment is contingent upon work performed by the Contractor being specifically documented, pre-approved by the City, and accepted as complete and/or compliant by the City prior to payment. Any remaining portion of the \$209,250.00, that has not been earned by the Contractor prior to the termination or expiration of this Amendment, will be retained by the City.

3. **Additional Miscellaneous Provisions.** The following terms and conditions are added to the Agreement:

The following section is added to Article XI of the Agreement:

Y. PERFORMANCE MEASURES

1. **Factors.** Notwithstanding Article XI, Section (U), 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).
2. **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.

4. **Convicted Felon Statement.** The Contractor swears that it complies with City Code Section 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.

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 NEXT PAGE]

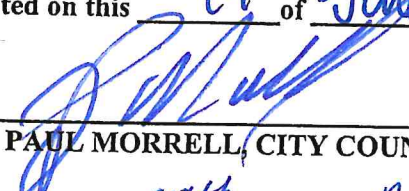
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IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 29th of June, 2023.

BY: 
JEAN PAUL MORRELL, CITY COUNCIL PRESIDENT

Executed on this 14th of April, 2023.

FORM AND LEGALITY APPROVED:
LAW DEPARTMENT

BY: 

PRINTED NAME: Andrew Gregorian

QUARTECH CORRECTIONS LLC

BY: _____
DAVID MARSHALL, CEO

FEDERAL TAX ID

[END OF AMENDMENT]

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 MORRELL, CITY COUNCIL PRESIDENT

FORM AND LEGALITY APPROVED:
LAW DEPARTMENT

BY: _____

PRINTED NAME: _____

QUARTECH CORRECTIONS LLC

BY:  _____
DAVID MARSHALL, CEO

 _____
FEDERAL TAX ID

[END OF AMENDMENT]