

K23-1020

**AMENDMENT NO. 5 TO CONTRACT
BETWEEN
THE CITY OF NEW ORLEANS
AND
GARY JAMES CASLER
D/B/A
CASLER FARRIER SERVICE**

THIS FIFTH AMENDMENT (the "**Amendment**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Gary James Casler d/b/a Casler Farrier Service, represented by Gary James Casler (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 July 28, 2023 (the "**Effective Date**").

RECITALS

WHEREAS, on July 28, 2017, the City, through the New Orleans Police Department, and the Contractor entered into a contract for farrier services (horseshoes) in response to Invitation to Bid No. 2740-02190 (the "**Agreement**"); and

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

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the Agreement's term for one (1) additional year for continuity of services; and

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

1. **Extension.** In accordance with the terms of the Agreement, the term is extended for an additional one (1) year from the Effective Date through July 27, 2024.
2. **Price.** The City and the Contractor reaffirm the price proposal submitted by the Contractor in response to the City's Invitation to Bid No. 2740-02190.
3. **Maximum Amount.** The maximum amount payable under this Amendment is \$30,000.00.
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. **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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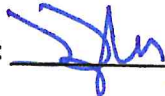
IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 24th of October, 2023

FORM AND LEGALITY APPROVED:
LAW DEPARTMENT

BY: 

PRINTED NAME: Tracy Nyle

GARY JAMES CASLER D/B/A CASLER FARRIER SERVICE

BY: 

GARY JAMES CASLER


FEDERAL TAX I.D. OR SOCIAL SECURITY NO.