

K22-1038

AMENDMENT NO. 3 TO CONTRACT

BETWEEN

THE CITY OF NEW ORLEANS

AND

DOUBLE M FEED, LLC

ITB No. 2740-02242

NOPD MOUNTED 2017 EQUESTRIAN REBID

THIS THIRD AMENDMENT (the "**Amendment**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Double M Feed, LLC, represented by Cory Strander, Agent (the "**Contractor**"). The City and the Contractor are sometimes collectively referred to as the "**Parties**." The Amendment is effective as of September 27, 2021 (the "**Effective Date**").

RECITALS

WHEREAS, on September 27, 2017, the City and the Contractor entered into a Contract for equestrian animal feed and supplies in accordance with Invitation to Bid No. 2740-02242 (the "**Agreement**");

WHEREAS, on September 27, 2018, the City and the Contractor entered into the Agreement's First Amendment to renew the Agreement for two years through September 26, 2020, for continuity of services ("**Amendment One**");

WHEREAS, on September 27, 2020, the City and the Contractor entered into the Agreement's Second Amendment to renew the Agreement for an additional one (1) year through September 26, 2021 ("**Amendment Two**");

WHEREAS, the City and the Contractor, each having the authority to do so, now desire to enter this Amendment to renew the Agreement for eighteen months, from the Effective Date through March 26, 2023, for continuity of services, to increase the maximum amount payable, and to modify the terms and conditions of the Agreement; 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 eighteen months from the Effective Date through March 26, 2023.

2. **Maximum Compensation.** The City and Contractor reaffirm the price proposal submitted by the Contractor in response to the City's Invitation to Bid No. 2740-02242. The maximum compensation under this Amendment shall not exceed \$176,236.70. The amount increased by \$43,615.30, from \$132,621.40 to \$176,236.70. The lifetime maximum amount payable, under the Agreement, shall not exceed \$560,903.45.

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

ARTICLE I-THE CONTRACTOR'S OBLIGATIONS

41. Invoices.

1. The Contractor must submit invoices monthly (unless agreed otherwise between the Parties to this Agreement) to the City electronically, via its supplier portal, for goods or services provided under this Agreement no later than ten (10) calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include the following information:
 - a. Name of Contractor;
 - b. Date of Invoice;
 - c. Invoice Number;
 - d. Contract or BRASS Number issued by the City (i.e., K#);
 - e. Name of the City Department to be invoiced (i.e., City Civil Service);
 - f. Description of the Services completed;
 - g. FEMA or HUD project number, if applicable.
2. Invoices will be processed in accordance with the terms and conditions of the Agreement detailed in Invitation to Bid No. 2740-02242.
3. All invoices must be signed by an authorized representative of the Contractor under penalty of perjury attesting to the validity and accuracy of the invoice.
4. The City may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices.

ARTICLE II-THE CITY'S OBLIGATIONS

42. Payment. Unless otherwise agreed by the City, payment terms are NET 30 days upon providing those goods and/or services described under this Agreement have been delivered, installed (if required), rendered, and/or accepted, and upon receipt by the City of properly submitted invoice via the City's supplier portal.

ARTICLE III-ADDITIONAL PROVISIONS

43. Compliance with City's Hiring Requirements — Ban the Box.

1. The Contractor agrees to adhere to the City's hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, Contractor must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary.
2. Failure to maintain compliance with the City's hiring requirements throughout the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of such breach, the City will provide the Contractor notice of noncompliance and allow Contractor thirty (30) days to come into compliance. If after providing notice and thirty (30) days to cure, the Contractor remains noncompliant, the City may move to suspend

payments to Contractor, void the Agreement, or take any such legal action permitted by law or this Agreement.

3. This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable, and the remaining provisions of the Agreement will remain in full force and effect.
4. The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with these provisions.

ARTICLE IV-FORCE MAJEURE

- A. **Event.** An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by the City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of the City, provided such event was not caused by the negligence or misconduct of the City, by the failure of City to comply with applicable laws, or by the breach of this Agreement.
- B. **Notice.** To seek the benefit of this Article, the City must provide notice in writing to the Contractor stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended
- C. **Effect.**

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:
 - a. Suspend this Agreement for a duration to be set by the City, not to exceed ninety (90) days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Contractor must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or

- b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to Contractor and without any further compensation due.
2. Notwithstanding Section (C)(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

ARTICLE V-HIRENOLA

- A. The Contractor agrees to abide by City Code Sections 70-496, *et seq.*, to demonstrate good faith efforts to fully carry out the applicable requirements of the HireNOLA Program as defined in the City Code. If the Contractor fails to comply with the requirements of the HireNOLA Program during the term of the Agreement, said failure may result in termination of the Agreement or pursuit of other remedies.

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 (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 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. **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 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.

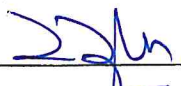
CITY OF NEW ORLEANS

BY: 

LATOYA CANTRELL, MAYOR

Executed on this 20th of October, 2022

FORM AND LEGALITY APPROVED:
LAW DEPARTMENT

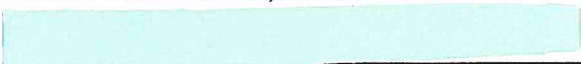
By: 

Printed Name: Tracy Tyle

DOUBLE M FEED, LLC

BY: 

CORY STRANDER, AGENT


FEDERAL TAX I.D.