

K21-018

AMENDMENT NO. 3 TO AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

I3-SOFTWARE AND SERVICES, LLC THE SUCCESSOR IN INTEREST TO
SOFTWARE & SERVICES OF LOUISIANA, LLC

THIS THIRD AMENDMENT is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and i3-Software & Services, LLC the successor in interest to Software & Services of Louisiana, LLC, (the "**Contractor**"). The City and the Contractor are sometimes collectively referred to as the "**Parties**." The Amendment is effective as July 1, 2019 (the "**Effective Date**").

WHEREAS, on April 25, 2013, the City and the Contractor entered into an Agreement for municipal revenue collecting services, including a comprehensive collection software system for sale tax and related services, the term of which was two years from the date of execution (the "**Agreement**");

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

WHEREAS, the Contractor entered into an Asset Purchase Agreement that was finalized on November 1, 2018

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to ensure continuity of services by providing compensation for the current term and renewing the Agreement, as amended.

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

1. **Extension.** In accordance with Article 7(b) the term is extended for an additional two years from the Effective Date through June 30, 2021.

2. **Compensation.** The compensation for the term of this Amendment, as set forth in the Agreement will be \$70,000.00.

3. **Cost Recovery.** In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations.

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.

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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.

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

CITY OF NEW ORLEANS

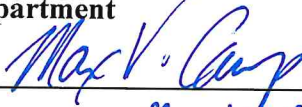
BY: 

LATOYA CANTRELL, MAYOR

Executed on this 29th of March, 2021

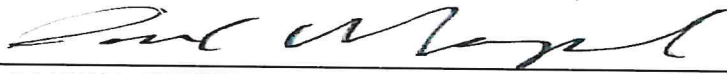
FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Max V. Camp

I3-SOFTWARE AND SERVICES, LLC THE SUCCESSOR IN INTEREST
TO SOFTWARE & SERVICES OF LOUISIANA, LLC

BY: 

PAUL MAPLE, GENERAL COUNSEL & SECRETARY


FEDERAL TAX I.D.