

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT**BETWEEN****THE CITY OF NEW ORLEANS****AND****M R PROFESSIONAL RESOURCES, LLC**

THIS SECOND AMENDMENT (the "**Amendment**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and M R Professional Resources, LLC, represented by Melissa Russell Johnson, President ("**Contractor**"). The City and Contractor are sometimes collectively referred to as the "**Parties**." The Amendment is effective as of February 13, 2019 (the "**Effective Date**").

RECITALS

WHEREAS, on February 13, 2017, the City and Contractor entered into a professional services agreement to provide auditing books and records of taxpayers (the "**Agreement**");

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

WHEREAS, the City and Contractor, each having authority to do so, desire to extend the term of the Agreement for continuity of services.

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

1. **Term**. In accordance with Article V, Section B of the Agreement, the City agrees to extend the term of the Agreement for three years from the Effective Date through February 12, 2022.

2. **Invoices**. Article I, Section E with the exception of subsection 2, is deleted and replaced with the following:

E. 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 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, at a minimum, the following information:

- a. Name of Contractor;
- b. Date of Invoice;
- c. Invoice Number;
- d. Contract or Purchase Order 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. An authorized signature under penalty of perjury attesting to the validity and accuracy of the invoice.

3. **Payment**. The following language is added to Article III, Section B: Unless otherwise agreed by the City, payment terms are NET 30 days upon providing that 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.

4. **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.

5. **Convicted Felon Statement.** 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.

6. **Non-Solicitation Statement.** 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. 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.

7. **Non-Waiver.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

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 PAGES]

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

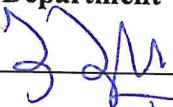
CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 20th of August, 2021.

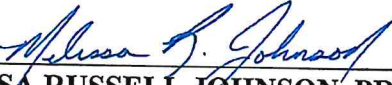
FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Tyler

M R PROFESSIONAL RESOURCES, LLC

BY: 
MELISSA RUSSELL JOHNSON, PRESIDENT


FEDERAL TAX I.D. NUMBER