

K23-689

AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

CORNERSTONE GOVERNMENT AFFAIRS, INC.

RFP NO. 2112-02440

STATE INTERGOVERNMENTAL AFFAIRS SERVICES

THIS FOURTH AMENDMENT (“Amendment”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “City”), and Cornerstone Government Affairs, Inc., represented by Geoff J. Gonella, Chief Executive Officer (the “Contractor”). The City and the Contractor are sometimes collectively referred to as the “Parties.” The Amendment is effective as of **January 1, 2023** (the “Effective Date”).

RECITALS

WHEREAS, on September 26, 2018, the City issued a Request for Proposals No. 2112-02440 (the “RFP”), seeking qualified persons to provide the City and Agencies with State Intergovernmental Affairs services and contract representation at the state level (the “Services”);

WHEREAS, the Contractor submitted a proposal dated October 29, 2018, and the City has selected the Contractor to perform the Services described in the RFP;

WHEREAS, on and effective March 7, 2019, the City and the Contractor entered into a Professional Services Agreement (the “Agreement”) for the Contractor to provide the Services;

WHEREAS, the Agreement provided for an initial term of one (1) year from the Effective Date with the ability to extend the term for no more than four (4) one (1) year periods;

WHEREAS, on May 13, 2020, and effective March 7, 2020, the City and the Contractor entered into the first amendment to the Agreement to extend the term of the Agreement by one (1) year, to increase the maximum aggregate amount of compensation payable to the Contractor, and to modify the terms and conditions to align with the City’s new financial systems and enterprise resource planning (“ERP”) software (“**Amendment No. 1**”);

WHEREAS, effective March 7, 2021, the City and the Contractor entered into an amendment to extend the term of the Agreement by 9 months, 25 days, to increase the maximum aggregate amount of compensation payable to the Contractor, and to modify the terms and conditions to account for the mutually agreed upon abatement (“**Amendment No. 2**”);

WHEREAS, on August 12, 2022, and effective January 1, 2022, the City and the Contractor entered into an amendment to extend the term of the Agreement by 1 year, to increase the maximum aggregate amount of compensation payable to the Contractor while reaffirming the maximum amount of compensation payable per year, and to add and/or reaffirm certain terms and provisions (“**Amendment No. 3**”); and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term, to reaffirm the maximum amount of compensation payable per year, and to add and/or reaffirm certain terms and provisions.

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

1. **Term.** In accordance with Article V Section B of the Agreement, the term is extended for an additional 1 year from January 1, 2023, through December 31, 2023.

2. **Compensation.** The rate of compensation described in Article IV Section A of the Agreement is reaffirmed.

3. **Maximum Amount.** In accordance with Article IV Section B of the Agreement, the maximum aggregate amount of compensation payable by the City is reaffirmed at \$288,000 per year. By signing this Amendment, the Parties acknowledge and agree that the Contractor is not automatically entitled to the aforesaid maximum amount of compensation, as the City will make payments to the Contractor in accordance with the monthly invoices submitted by the Contractor, as Set forth in Article I Section E.

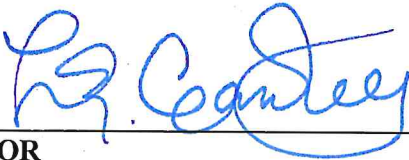
5. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

6. **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.

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[SIGNATURES CONTAINED ON THE NEXT PAGES]

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

CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

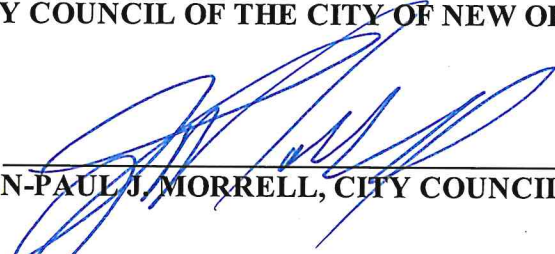
Executed on this 2nd of November, 2023.

FORM AND LEGALITY APPROVED:
Law Department

By: 

Printed Name: Andrew Gregorin

CITY COUNCIL OF THE CITY OF NEW ORLEANS

BY: 
JEAN-PAUL J. MORRELL, CITY COUNCIL PRESIDENT

TAX I.D.

CORNERSTONE GOVERNMENT AFFAIRS, INC.

BY: _____
GEOFF J. GONELLA, PRESIDENT/DIRECTOR

TAX I.D.

[END OF 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 _____ of _____, 2023.

FORM AND LEGALITY APPROVED:
Law Department

By: _____

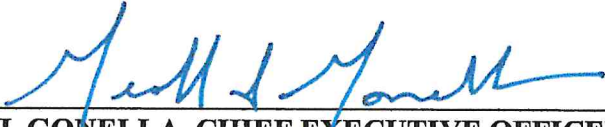
Printed Name: _____

CITY COUNCIL OF THE CITY OF NEW ORLEANS

BY: _____
JEAN-PAUL J. MORRELL, CITY COUNCIL PRESIDENT

TAX I.D.

CORNERSTONE GOVERNMENT AFFAIRS, INC.

BY:  _____
GEOFF J. GONELLA, CHIEF EXECUTIVE OFFICER

 _____
TAX I.D.

[END OF AMENDMENT]