

K18-047

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS,

THE REGIONAL TRANSIT AUTHORITY.

THE NEW ORLEANS AVIATION BOARD,

THE SEWERAGE AND WATER BOARD OF NEW ORLEANS

AND

SOUTHERN STRATEGY GROUP OF LOUISIANA, LLC

THIS AMENDMENT is entered into by and between the City of New Orleans, represented by Mitchell J. Landrieu, Mayor (the "City"), the Regional Transit Authority ("RTA"), the New Orleans Aviation Board ("NOAB"), the Sewerage and Water Board of New Orleans ("SWBNO"), and Southern Strategy Group of Louisiana, LLC, represented by Rodney Braxton (the "Contractor"). The City, RTA, NOAB, SWBNO, and the Contractor are sometimes collectively referred to as the "Parties." The Amendment is effective as of January 1, 2018 (the "Effective Date").

WHEREAS, on June 22, 2017, the Parties entered into a Professional Services Agreement for professional services related to State Intergovernmental Affairs (the "Agreement"); and

WHEREAS, the Parties desire that this Agreement's term align itself with the calendar year;

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to align its term with the calendar year extend the Agreement through December 31, 2018.

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

1. **Extension.** The term is extended from the Effective Date through December 31, 2018.

2. **Compensation.** The compensation set forth in the Agreement is increased by an additional TWO HUNDRED FORTY THOUSAND AND NO/100 (\$240,000.00) DOLLARS as follows:

- a. The City, the RTA, the NOAB, and the SWBNO shall each pay the Contractor the sum of FIVE THOUSAND AND NO/100 (\$5,000.00) DOLLARS per month, for a total monthly payment to the Contractor for the services rendered hereunder of TWENTY THOUSAND AND NO/100 (\$20,000.00) DOLLARS.
- b. The maximum aggregate amount payable under this Amendment shall not exceed TWO HUNDRED AND FORTY THOUSAND AND NO/100 (\$240,000.00) DOLLARS.

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

A. **Audit and Other Oversight.** It is agreed that the Contractor will abide by all provisions of City Code §2-1120, including but not limited to City Code § 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. In signing this contract, the Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

B. **Ownership Interest Disclosure.** The Contractor shall provide a sworn affidavit listing all persons, natural or artificial, with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes hereof, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the City may, after 30 days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

C. **Subcontractor Reporting.** The Contractor shall provide a list of all persons, natural or artificial, who are retained by the Contractor at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the city. In regard to any subcontractor proposed to be retained by the Contractor to perform work on the Agreement with the City, the Contractor must provide notice to the City within 30 days of retaining said subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after 30 days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required lists and notices are submitted.

D. **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.

E. **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.

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

G. **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.

H. **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.

**[The remainder of this page is intentionally left blank]**

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

**CITY OF NEW ORLEANS**

BY: *Judy L. Morse* *FER*  
MITCHELL J. LANDRIEU, MAYOR

Executed on this 6<sup>TH</sup> of April, 2018

**FORM AND LEGALITY APPROVED:  
Law Department**

By: \_\_\_\_\_  
Printed Name: *Julie L. Byr*

**THE REGIONAL TRANSIT AUTHORITY**

BY: \_\_\_\_\_

**THE NEW ORLEANS AVIATION BOARD**

BY: \_\_\_\_\_

**THE SEWERAGE AND WATER BOARD OF NEW ORLEANS**

BY: *Marcie Edwards*  
MARCIE EDWARDS, INTERIM EXECUTIVE DIRECTOR

**SOUTHERN STRATEGY GROUP**

BY: *Rodney Braxton*  
RODNEY BRAXTON

\_\_\_\_\_  
FEDERAL TAX I.D.

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

**CITY OF NEW ORLEANS**

BY: \_\_\_\_\_  
MITCHELL J. LANDRIEU, MAYOR

Executed on this \_\_\_\_\_ of \_\_\_\_\_, 201\_\_

**FORM AND LEGALITY APPROVED:**  
Law Department

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**THE REGIONAL TRANSIT AUTHORITY**

BY: Sharonda R Williams  
Sharonda R Williams chairperson

**THE NEW ORLEANS AVIATION BOARD**

BY: \_\_\_\_\_  
\_\_\_\_\_

**THE SEWERAGE AND WATER BOARD OF NEW ORLEANS**

BY: \_\_\_\_\_  
MARCIE EDWARDS, INTERIM EXECUTIVE DIRECTOR

**SOUTHERN STRATEGY GROUP**

BY: \_\_\_\_\_  
RODNEY BRAXTON

\_\_\_\_\_  
**FEDERAL TAX I.D.**

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

**CITY OF NEW ORLEANS**

BY: \_\_\_\_\_  
MITCHELL J. LANDRIEU, MAYOR

Executed on this \_\_\_\_\_ of \_\_\_\_\_, 201\_\_

**FORM AND LEGALITY APPROVED:**  
Law Department

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**THE REGIONAL TRANSIT AUTHORITY**

BY: \_\_\_\_\_  
\_\_\_\_\_

**THE NEW ORLEANS AVIATION BOARD**

BY: Charles R. Tramer  
Board Chair

**THE SEWERAGE AND WATER BOARD OF NEW ORLEANS**

BY: \_\_\_\_\_  
MARCIE EDWARDS, INTERIM EXECUTIVE DIRECTOR

**SOUTHERN STRATEGY GROUP**

BY: \_\_\_\_\_  
RODNEY BRAXTON

\_\_\_\_\_  
**FEDERAL TAX I.D.**