

K17-1252

AMENDMENT NO. ONE TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

GCR, INC.

RFP NO 7821-01978 NATIONAL DISASTER RESILIENCE FUNDING

THIS FIRST AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by Mitchell J. Landrieu, Mayor (the “**City**”), and GCR Inc. represented by Dan Cox, Chief Executive Officer (the “**Consultant**”). The City and the Consultant are sometimes collectively referred to as the “**Parties**.” The Amendment is effective as of March 28, 2017 (the “**Effective Date**”).

RECITALS

WHEREAS, on March 28, 2016, the City and the Consultant entered into a Professional Services Agreement (the “**Agreement**”) for the Consultant to provide professional services as described in a request for proposals RFP #7821-01978 seeking Technical Assistance and Advisory Services for the City of New Orleans HUD-National Disaster Resilience Funding (the “**RFP**”) and as outlined in the Consultant’s response; and

WHEREAS, the City and the Consultant, each having the authority to do so, desire to enter this Amendment to continue the performance of services under and subject to the terms of the Agreement by exercising the first of four one-year renewal options and to allocate additional funding.

NOW THEREFORE, for good and valuable consideration, the City and the Consultant agree to amend the Agreement as follows:

1. **Extension.** In accordance with Article V Section B of the Agreement, the term is extended for 1 additional year from the Effective Date through March 27, 2018.
2. **Compensation.** The maximum amount of compensation payable by the City under this Agreement described in Article IV Section B is increased to a total amount not to exceed \$1,298,066. The Parties agree that should the proposed scope of work expand or additional funding become available, the Agreement may be amended to increase the maximum amount payable accordingly.
3. **Convicted Felon Statement.** The Consultant complies with City Code § 2-8(c) and no principal, member, or officer of the Consultant has, within the preceding 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.
4. **Non-Solicitation Statement.** The Consultant 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 Consultant has not paid or agreed to pay any person, other than a bona fide

Page 1 of 3

employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

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.

(SIGNATURES ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the City and the Consultant, through their duly authorized representatives, execute this Amendment to be effective as of the Effective Date.

CITY OF NEW ORLEANS


BY: _____
MITCHELL J. LANDRIEU, MAYOR

Executed on this 20th of November, 2017

**FORM AND LEGALITY APPROVED:
Law Department**

By: _____
Printed Name: James H. Long

GCR Inc.
BY: 
Dan Cox, Chief Executive Officer

