

MK19-694

**THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**THE CITY OF NEW ORLEANS**

**AND**

**GCR, INC.**

**RFP NO. 7821-01978 NATIONAL DISASTER RESILIENCE FUNDING**

**THIS THIRD AMENDMENT** (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by the duly authorized signatory listed below (the “**City**”), and GCR Inc. represented by Angele Carriere Romig, Divisional CEO, Grants Management (the “**Consultant**”). The City and the Consultant are sometimes collectively referred to as the “**Parties.**” The Amendment is effective as of March 28, 2016 (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;

**WHEREAS**, the City and the Consultant entered into a First Amendment, effective as of March 28, 2017, for the exercise of the first one-year renewal and additional compensation;

**WHEREAS**, the City and the Consultant entered into the Second Amendment, effective as of March 28, 2018, to extend the term for one year; and

**WHEREAS**, the City and the Consultant, each having the authority to do so, desire to enter this Amendment to extend the term of the Agreement by exercising the third of four one-year renewal options;

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

A. **Extension.** Pursuant to Article V(B) of the Agreement, the term of the Agreement is extended for one year, from March 28, 2019 through March 27, 2020.

B. **Compensation.** The maximum amount of compensation payable by the City of under this agreement described in Article IV Section B is increased to a total amount not to exceed **\$1,630,610**. 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.

C. **Additional Provisions.**

1. The following shall be added to the Agreement as *Article IV(D)*:

D. **Direct Costs.** GCR may request reimbursement of direct costs that are eligible as per 2 CFR 200.413 and conference expenses that are eligible as per 2 CFR 200.432,

if they were directed by the City to incur such costs and expenses for necessary items that fall outside the scope of the Agreement and its incorporated documents, such as the RFP.

2. The following shall be added to the Agreement as *Article XI – Ban the Box*:

**A. Compliance with City’s Hiring Requirements - Ban the Box.**

- i. The Contractor agrees to adhere to the City’s hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, Contractor must provide a sworn statement attesting to its compliance with the City’s hiring requirements or stating why deviation from the hiring requirements is necessary.
- ii. Failure to maintain compliance with the City’s hiring requirements throughout the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of any such breach, the City will provide the Contractor notice of noncompliance and allow Contractor thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the Contractor remains noncompliant, the City may move to suspend payments to Contractor, void the Agreement, or take any such legal action permitted by law or this Agreement.
- iii. This section will not apply to any agreements excluded from the City’s hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and the remaining provisions of the Agreement will remain in full force and effect.
- iv. The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

**C. Convicted Felon Statement.** The Consultant swears that it 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.

**D. Non-Solicitation Statement.** The Consultant 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 Consultant 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.

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

**F. 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: 

Printed Name and Title: LaToya Cantrell, Mayor

Executed on this 8<sup>th</sup> of July, 2019

FORM AND LEGALITY APPROVED:

Law Department


By: 

Printed Name: Andrew Gregorian

GCR Inc.

BY: 

Angele Carriere Romig, Divisional CEO, Grants Management



**EXHIBIT A-  
DIRECT COSTS**

The following chart proposes a schedule of estimated direct costs by year.

Category	Average Cost	Year 1 Estimate	Year 2 Estimate	Year 3 Estimates	Year 4 Estimates	4- year Total
<b>Technical Assistance Events</b>						
Facility Rentals-50 people	\$550.00 per day	\$0.00	\$0.00	\$ 550.00	\$ 550.00	\$ 1,100.00
Facility Rentals-250 people	\$2,500 per day	\$0.00	\$0.00	\$ 2,500.00	\$ 2,500.00	\$5,000.00
Speakers' Fees	\$2,500 per event	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Meals & Refreshments - 50 people	\$1,700 per day	\$ 1,700.00	\$ 1,700.00	\$1,700.00	\$ 2,550.00	\$7,650.00
Meals & Refreshments - 250 people	\$8,190.00 per day	\$0.00	\$0.00	\$ 8,190.00	\$ 8,190.00	\$16,380.00
Training Materials- 50 people	\$250.00 per event	\$ 500.00	\$ 500.00	\$ 750.00	\$ 1,250.00	\$3,000.00
Other Incidentals	\$250.00 per event	\$0.00	\$0.00	\$ 500.00	\$ 500.00	\$1,000.00
<b>Materials &amp; Supplies</b>						
Materials, Printed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Travel</b>						
Local Transportation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Lodging	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Advertising &amp; Public Relations</b>						
Outreach Materials, printed	\$1,000 per run	\$0.00	\$0.00	\$ 2,000.00	\$ 2,000.00	\$4,000.00
Program Advertising	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Other City Requests</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>SUBTOTAL BY YEAR</b>		<b>\$2,200.00</b>	<b>\$2,200.00</b>	<b>\$16,190.00</b>	<b>\$17,540.00</b>	<b>\$ 38,130.00</b>
<b>Total- Not to Exceed- \$38,130.00</b>						

The following Density List provides estimates for training and outreach materials. The following is not meant to be all inclusive, as additional types of materials may be required to facilitate technical assistance events and advertising and public relations events.

**Density List- Training and Outreach Materials**

<b>Category</b>	<b>Average Cost</b>
<i>Technical Assistance Events-Training Materials</i>	
Training Binders (includes binder, tabs, and printing)	\$5.00 each
<i>Advertising &amp; Public Relations-Outreach Materials, Printed</i>	
Color Post Cards	\$1.00 each
Color Folded Guides	\$2.00 each