

MK18-662

AMENDMENT NO. TWO TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

GCR, INC.

RFP NO. 7821-01978 NATIONAL DISASTER RESILIENCE FUNDING

THIS SECOND 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 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, 2018 (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; 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 second 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:

1. **Extension.** Pursuant to Article V(B) of the Agreement, the term of the Agreement is extended for an additional 1 year from the Effective Date through March 27, 2019.
2. **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.
3. **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 employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

4. **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.
5. **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: Mitchell J. Landrieu, Mayor

Executed on this 26th of April, 2018

FORM AND LEGALITY APPROVED:

Law Department

By: _____

Printed Name: _____

GCR Inc.

BY: _____

Dan Cox, Chief Executive Officer

72-0852541

FEDERAL TAX I.D.