

**THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL
MEMBER ZUCKERMAN AND SECONDED FOR ADOPTION BY
COUNCIL MEMBER _____**

RESOLUTION NO. 24-04

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO AMEND THE
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANDEVILLE AND
T. BAKER SMITH, LLC FOR THE OLD MANDEVILLE FLOOD PROTECTION PROJECT
AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City desires to amend the Professional Services Agreement with T. Baker Smith, LLC (“Consultant”), through which Consultant provides professional engineering services to the City for the Old Mandeville Flood Protection Project and has been in effect since May 11, 2022; and

WHEREAS, the May 11, 2022 Professional Services Agreement (“Agreement”) is attached to the Resolution, and all terms set forth therein are to be renewed with the exception of those terms that have been set forth in Amendment No. 1 to the Agreement, which is also attached hereto; and

WHEREAS, the Amendment contemplates a one-year extension to the term of the agreement, resulting in the extension of the contract until May 11, 2025;

WHEREAS, the City and the Consultant now desire to further amend the Agreement to extend the contract until May 11, 2025.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to amend the May 11, 2022 Professional Services Agreement with T. Baker Smith, LLC, as set forth in Amendment No. 1 to the Professional Services Agreement to address the professional engineering needs of the Old Mandeville Flood Protection Project.

With the above resolution having been properly introduced and duly seconded, the vote was as follows:

AYES:
NAYS:
ABSTENTIONS:
ABSENT:

and the resolution was declared adopted this _____ day of _____, 2024.

Kristine Scherer
Clerk of Council

Jason Zuckerman
Council Chairman

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MANDEVILLE
AND
T. BAKER SMITH, LLC
OLD MANDEVILLE FLOOD PROTECTION PROJECT
CITY OF MANDEVILLE PROJ. NO. 100.21.005**

THIS FIRSTAMENDMENT (the “**Amendment**”) is entered into by and between the City of Mandeville, represented by Clay Madden, Mayor (the “**City**”), and T. Baker Smith, LLC, represented by Andree’ F. Cortez, P.E., PMP, Chief Operations Officer, (the “**Consultant**”). The City and the Consultant are sometimes referred to as the “**Parties**”. This Amendment is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, the City and the Consultant are parties to a professional services agreement dated on May 11, 2022 (the “**Agreement**”) to provide professional services for an engineering analysis and collect additional topographic data of the Old Mandeville area for development of future projects as specified by the Department of Public Works;

WHEREAS, the Original Agreement has a duration of two (2) years from the Effective Date of May 11, 2022; and

WHEREAS, the City and the Consultant now desire to further amend the Agreement to add an additional year for the Consultant to continue services of the Agreement for the Old Mandeville Flood Protection Project (the “**Project**”);

NOW THEREFORE, the City and the Consultant amend the Agreement as follows:

- A. **SERVICES**: The following design services are added to the Consultant Scope of Work for the **Old Mandeville Flood Protection Project**:
 1. None.
- B. **COMPENSATION**:
 1. **Fees Added for Old Mandeville Flood Protection Project**. No fees are added to the Consultant’s compensation for the services in the Agreement.

2. **Maximum Amount.** The total maximum aggregate amount payable by the City for all services performed under this Agreement did not change for a not to exceed amount of **\$79,500.00**. The City's obligation to compensate the Consultant will not exceed the maximum aggregate amount payable at any time absent a validly executed amendment.

C. CONTRACT TIME AND SCHEDULE:

1. Contract duration shall be extended for one (1) additional year from the end of the original contract date (05/11/2024) to a new date of 05/11/2025 to continue services if required and requested by the City.

D. CONVICTED FELON STATEMENT: The Consultant swears that no Consultant 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 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.

F. 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.

G. 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.

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

CITY OF MANDEVILLE

BY: _____
CLAY MADDEN, MAYOR

Executed on this ____ day of _____, 2024.

**FORM AND LEGALITY APPROVED:
Law Department**

By: _____

Printed Name: _____

T. BAKER SMITH, LLC

BY: _____
**ANDREE' CORTEZ, P.E., PMP
CHIEF OPERATIONS OFFICER**

CORPORATE TAX I.D. _____