

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND
AUZENNE & ASSOCIATES, L.L.C.
FOR
CODE ENFORCEMENT ADMINISTRATIVE HEARING OFFICER**

THIS FIRST AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Auzenne & Associates, L.L.C., represented by Maria Julianna Auzenne, Managing Member (the “**Contractor**”). The City and the Contractor are sometimes collectively referred to as the “**Parties.**” The Amendment is effective as of June 29, 2023 (the “**Effective Date**”).

RECITALS

WHEREAS, the City and Contractor entered into a professional services agreement to provide the professional services of managing and supplying trained, qualified and impartial administrative hearing officers (the “**Agreement**”); and

WHEREAS, the City and Contractor, each having the authority to do so, desire to enter into this Amendment to extend for time for continuity of services, increase funding, and update essential provisions;

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

1. **Term.** The term is extended for one year, from the Effective Date through June 28, 2024.
2. **Price.** The compensation is increased an additional \$100,000.00 for a total amount not to exceed \$200,000.00.
3. **Convicted Felon Statement.** The Contractor swears that it complies with City Code Section 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.
4. **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.

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 CONTAINED ON NEXT PAGE]

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Page 3 of 3