

**AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN**  
**THE CITY OF NEW ORLEANS**  
**AND**  
**NATIONAL TESTING NETWORK, INC.**

**THIS SECONDAMENDMENT** (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and the **National Testing Network, Inc.** represented by Carl Swander, PhD., (the “**Contractor**” or “**NTN**”). The City and the Contractor may sometimes be referred to individually as a “**Party**” or collectively as the “**Parties.**” The Amendment is effective as of August 3, 2021 (the “**Effective Date**”).

**RECITALS**

**WHEREAS**, the City sought to hire a firm or individual that would host and administer online New Orleans Police Department (“**NOPD**”) recruitment tests through ntnexams.com on behalf of the New Orleans Civil Service Department (the “**Department**”); and

**WHEREAS**, the Contractor has the requisite expertise, qualifications, and certifications in place, and is available for the performance of those professional services;

**WHEREAS**, on and effective August 3, 2019, the City and the Contractor entered into a Professional Services Agreement to provide said services (the “**Agreement**”);

**WHEREAS**, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the Agreement for an additional one (1) year through August 2, 2022, to amend the maximum aggregate amount of compensation;

**NOW THEREFORE**, for good and valuable consideration, the City and the Contractor amend the Agreement as follows:

1. **Maximum Amount.** The maximum aggregate amount of compensation described in Article IV Section B of the Agreement is increased by \$1,500.00 to an amount not to exceed \$4,500.00.

2. **Extension.** In accordance with Article V Section B of the Agreement, the term is extended for an additional one (1) year from the Effective Date through August 2, 2022.

3. **Convicted Felon Statement.** The Contractor swears that it complies with City Code § 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.

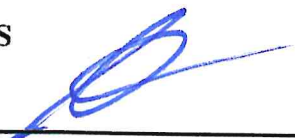
6. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original 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.

**[The remainder of this page is intentionally left blank]**

**[SIGNATURES CONTAINED ON NEXT PAGE]**

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

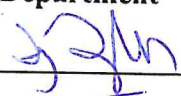
CITY OF NEW ORLEANS

BY:  FOR  
LATOYA CANTRELL, MAYOR

Executed on this 24<sup>th</sup> of September, 2021.

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Tyler

NATIONAL TESTING NETWORK, INC.

BY: 

CARL SWANDER, PH.D. PRESIDENT/CEO

  
TAX I.D.

[END OF AGREEMENT]