

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT**BETWEEN****THE CITY OF NEW ORLEANS****AND****JAY A. GINSBERG**

THIS SECOND AMENDMENT (the "**Amendment**") is entered into by and between the City of New Orleans, represented by Latoya Cantrell, Mayor (the "**City**"), and Jay Ginsberg, Attorney-at-Law (the "**Contractor**"). The City and the Contractor are sometimes collectively referred to as the "**Parties**." The Amendment is effective as of October 5, 2022 (the "**Effective Date**").

RECITALS

WHEREAS, on May 21, 2019, the City issued a Request for Proposals 2601-02548 (the "**RFP**") seeking qualified persons to provide professional services including administrative hearing officer services for the Department of Safety and Permits;

WHEREAS, on October 5, 2020 the City and Contractor entered into a Professional Services Agreement for professional services including administrative hearing officer services for the Department of Safety and Permits (the "**Agreement**");

WHEREAS, effective October 22, 2020 the City and the Contractor entered into an amendment to extend the term of the Agreement for one year and to amend the compensation due thereunder ("**Amendment No. 1**");

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term of the Agreement for 1 year and to amend the compensation due hereunder.

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

1. **Extension.** In accordance with Article V Section B of the Agreement, the term is extended for an additional one year from the October 5, 2022 through October 4, 2023.

2. **Assignment.**

- i. Neither a Contractor nor subcontractor may assign or transfer its rights, duties, or obligations under this Agreement without the prior written consent of the City, which consent must be approved by a resolution of the City Council.
- ii. A transfer requiring the prior written consent of the City, as described in the preceding subsection, shall occur upon a change in ownership of the Contractor or subcontractor. A "change in ownership" shall occur on the date that any one person, or more than one person acting as a group, acquires, directly or indirectly, an aggregate ownership interest in the Contractor or subcontractor that exceeds 50% of the fair market value of the Contractor or subcontractor or 50% of the total voting power of the Contractor or subcontractor. The foregoing shall not apply to the acquisition of additional ownership interests by a person whose ownership interest in the Contractor or subcontractor exceeds 50% of the fair market value of the Contractor or subcontractor or 50% of the total voting power of the contractor or

subcontractor as of the effective date of the Agreement

3. **Cost Recovery.** In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations

4. **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.

5. **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.

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

7. **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 Agreement.

CITY OF NEW ORLEANS

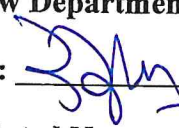
BY: 

LATOYA CANTRELL, MAYOR

Executed on this 18th of November, 2022

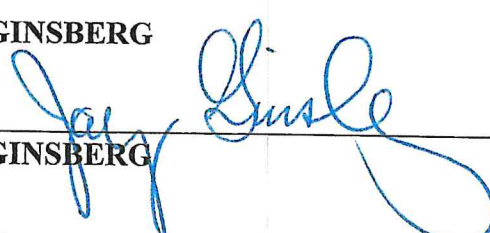
FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Tyle

JAY A. GINSBERG

BY: 

JAY A. GINSBERG

FEDERAL TAX I.D. OR SOCIAL SECURITY NO.