

K23-501

AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

NATIONAL TESTING NETWORK, INC.

THIS FOURTH AMENDMENT (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., President (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, 2022** (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**”);

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**” or “**K20-181**”);

WHEREAS, on January 8, 2021, and effective August 3, 2020, the City and the Contractor entered into an amendment to the Agreement to extend the term for an additional one (1) year through August 2, 2021, to amend the maximum aggregate amount of compensation, and to reaffirm and/or modify the terms and conditions, including but not limited to the terms related to the City’s ERP system and/or recent ordinances approved by the New Orleans City Council (“**Amendment No. 1**” or “**K20-1010**”);

WHEREAS, on September 4, 2021, and effective August 3, 2021, the City and the Contractor entered into an amendment to the Agreement to extend the term for an additional one (1) year through August 2, 2022, to amend the maximum aggregate amount of compensation, and to modify and/or reaffirm certain terms and conditions (“**Amendment No. 2**” or “**K21-1035**”); and

WHEREAS, on November 16, 2022, and effective August 3, 2022, the City and the Contractor entered into an amendment to the Agreement to extend the term for an additional four (4) months and twenty-nine (29) days through December 31, 2022, to amend the lifetime maximum aggregate amount of compensation, and to modify and/or reaffirm certain terms and conditions (“**Amendment No. 3**” or “**K22-987**”); and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter into the Amendment to extend the term of the Agreement for an additional one (1) year through December 31, 2023; to modify the Contractor’s obligations, to amend the compensation; and to modify and/or reaffirm certain terms and conditions as set forth hereinunder.

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

1. **Contractor's Obligations.** Article I of the Agreement is amended by adding Section J, as follows:

1. Host the Management Development Analyst exam on ntnexams.com to include test administration, real-time scoring, reporting, candidate communication, client portal, and candidate portal;
2. Perform all maintenance, system support and security of ntnexams.com;
3. Provide one examination revision per term of this Amendment at the City's discretion;
4. Provide for the local administration and scoring of the NTN Law Enforcement Officer Exams including real-time scoring, reporting, candidate communication, client portal, and candidate portal;
5. Provide for off-site administration and scoring of NTN's Law Enforcement Officer Exams via a live webcam proctor provided by NTN including real-time scoring, reporting, candidate communication, client portal, and candidate portal;
6. Provide for off-site administration and scoring of NTN's Law Enforcement Officer Exams at one of NTN's 160 physical testing centers including real-time scoring, reporting, candidate communication, client portal, and candidate portal;
7. Provide reporting for the Management Development Analyst and NTN Law Enforcement Officer Exams including item performance (answer selection frequency, standard deviation, mean and item correlation), exam performance (pass rate and mean score) and individual applicant test scores and item responses;
8. Provide reports in Microsoft Excel format;
9. Take reasonable security measures to ensure that test content and scores are protected; and
10. Permit access to exam content and/or candidate scores only to designated members of the Department of Civil Service as authorized in writing.

2. **The City's Obligations.** Article III Section B of the Agreement is amended by adding the following subsection(s):

7. The City will issue payment in accordance with Article IV entitled "Compensation".

2. **Rate of Compensation.**

- A. Article IV Section A Subsection 1 of the Agreement is deleted in its entirety and replaced, as follows:

- A.1 The City will pay the Contractor in accordance with the following rate:

- a. \$1,500.00 to host the Management Development Analyst exam on ntnexams.com (1/1/2023 through 12/31/2023)
- b. A prorated annual membership fee of \$1,333.36 (5/1/2023 through 12/31/23) = \$2,000/12 months = 166.67 x 8 months = \$1,333.36.
- c. \$5,500.00 for Civil Service test hosting and per candidate testing fees for police officer which includes \$500.00 to host the Police Officer exam on ntnexams.com (1/1/2023 through 4/30/2023) and \$5,000 for up to 500 candidates.
- d. \$30 for each candidate after the first 500 candidates noted in subsection c above. These rates are applied to candidates who test at the civil service hosted testing site only.

B. Article IV Section A of the Agreement is amended by adding Section A Subsection 5, as follows:

- 5. Candidates who elect to test at any of the 160+ national NTN proctored test centers or virtually with NTN's virtual proctors, will be billed \$55 to test. NTN collects this directly from the candidate at the time of scheduling. No payment is required from the City of New Orleans.

3. Maximum Amount. The maximum aggregate amount of compensation described in Article IV Section B of the Agreement is amended, as follows:

- B. Maximum Amount. The maximum aggregate amount payable by the City under this Agreement is \$15,000.00 per calendar year.

4. Extension. In accordance with Article V Section B of the Agreement, the term is extended for an additional one (1) year through **December 31, 2023.**

5. 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.

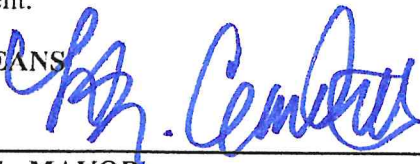
6. Non-Solicitation Statement. The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

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

8. 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

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

CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 20th of June, 2023.

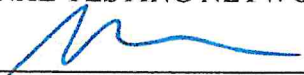
FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Tyle

NATIONAL TESTING NETWORK, INC.

BY: 

CARL SWANDER, PH.D. PRESIDENT/CEO

TAX I.D. 

[END OF AMENDMENT]

created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Amendment.

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[SIGNATURES CONTAINED ON NEXT PAGE]