

K20-874

AMENDMENT NO. 5 TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

ARCHON INFORMATION SYSTEMS, L.L.C.

THIS FIFTH AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Archon Information Systems, L.L.C., represented by Bryan P. Barrios, Chief Executive Officer (the “**Contractor**”). The City and the Contractor are sometimes collectively referred to as the “**Parties**.” The Amendment is effective as of November 14, 2019 (the “**Effective Date**”).

RECITALS

WHEREAS, on November 14, 2014, the City and the Contractor entered into a professional services agreement for the auctioning of tax adjudicated immovable property (the “**Agreement**”);

WHEREAS, the City and the Contractor subsequently amended the Agreement four times to ensure continuity of service; and

WHEREAS, the City and the Contractor, each having the authority to do so, now desire to enter this Amendment to renew the Agreement, as amended.

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

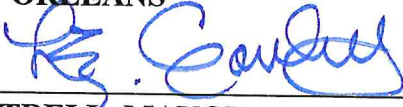
1. **Extension.** In accordance with Article V Section B of the Agreement, the term is extended for an additional one year from the Effective Date through November 13, 2020.
2. **Convicted Felon Statement.** The Contractor swears that it complies with City Code § 2-8(c). No Contractor principal, member, 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.
3. **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.
4. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.
5. **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.

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[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: 

LATOYA CANTRELL, MAYOR

Executed on this 16TH of NOVEMBER, 2020

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Tyler

ARCHON INFORMATION SYSTEMS, L.L.C.

BY: 

BRYAN P. BARRIOS, CHIEF EXECUTIVE OFFICER


FEDERAL TAX I.D.