

K23-916

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
DANA BROWN & ASSOCIATES, INC.
FOR
MILNEBURG NEIGHBORHOOD STORMWATER RESILIENCE PROJECT
PROGRAMMING AND DESIGN SERVICES

THIS SECOND AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Dana Brown & Associates, Inc., represented by Dana Nunez Brown, President (the “**Contractor**”). The City and the Contractor are sometimes each referred to as a “**Party**,” and collectively, as the “**Parties**.” The Amendment is effective December 16th, 2023 (the “**Effective Date**”).

RECITALS

WHEREAS, on December 16th, 2021, the City and the Contractor entered into a Professional Services Agreement for Programming, Design, Engineering, Community Engagement, and Construction Administration Services for the Milneburg Neighborhood Stormwater Resilience Project under RFQ #1270 (the “**Agreement**”); and

WHEREAS, the City and the Contractor entered into the First Amendment, effective December 16, 2022, to extend the contract time for one year to December 15th, 2023; and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the contract term one year and update essential provisions

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

1. **Extension.** In accordance with Article VI, Section F, of the Agreement, the term is extended for one year from the Effective Date through December 15th, 2024.

2. **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.

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, as amended, remain in full force and effect.

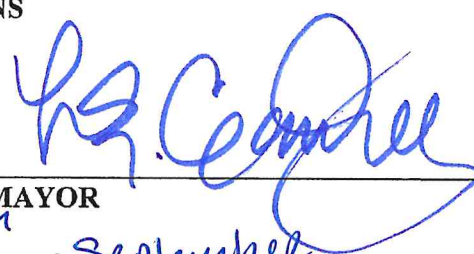
5. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original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

[SIGNATURES CONTAINED ON NEXT PAGE]

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

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 27th of September, 2023

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Sarah Wellman McKay

DANA BROWN & ASSOCIATES, INC.

BY: 

DANA NUNEZ BROWN, PRESIDENT

FEDERAL TAX I.D.

[if applicable EXHIBIT(S) A - X CONTAINED ON NEXT PAGE(S) or ATTACHED
SEPARATELY (if too voluminous)]