

**AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
NATIONAL TESTING NETWORK, INC.**

THIS THIRD 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., (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**”); 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**” 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, 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 four (4) months and twenty-nine (29) days through December 31, 2022, 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 Section A of the Agreement is amended by adding subsection 13 and subsection 14, as follows:

13. Convert the Management Development Analyst exam to online administration; and

14. Host the Management Development Analyst exam.

2. **Maximum Amount.** The maximum aggregate amount of compensation described in Article IV Section B of the Agreement is increased by ~~\$67,152~~00.00 to an amount not to exceed ~~\$10,717~~20.

3. **Rate of Compensation.** 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. A one-time cost of conversion not to exceed \$5,000, provided, however, that the City will only be responsible for paying the Contractor to the extent the Contractor's invoices are accompanied by supporting documents, including, but not limited to contracts, invoices, timesheets, checks, receipts, or other appropriate records to demonstrate the satisfactory performance of conversion services; and

b. A hosting fee of \$620 for the period extending four (4) months and twenty-nine (29) days through December 31, 2022 relative to the Analyst Test and a hosting fee of \$620 for the period extending four (4) months and twenty-nine (29) days through December 31, 2022 relative to the Police Recruitment Test (collectively, \$1,240). In the event the Parties mutually agree to enter into a formal written amendment to extend the term of the Agreement for an additional year, the Parties agree and acknowledge that the City will pay an annual hosting fee of \$1,500 for the Analyst Test and \$1,500 for the Police Recruitment Test (collectively \$3,000) for the term extending from January 1, 2023, through December 31, 2023.

4. **Extension.** In accordance with Article V Section B of the Agreement, the term is extended for an additional four (4) months and twenty-nine (29) days through December 31, 2022.

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 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: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ of _____, 2022.

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

NATIONAL TESTING NETWORK, INC.

BY: _____
CARL SWANDER, PH.D. PRESIDENT/CEO

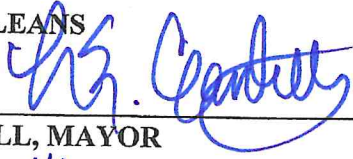
20-8651135

TAX I.D.

[END OF AMENDMENT]

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

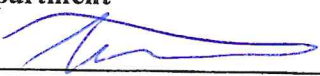
CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 16th of November, 2022.

FORM AND LEGALITY APPROVED:

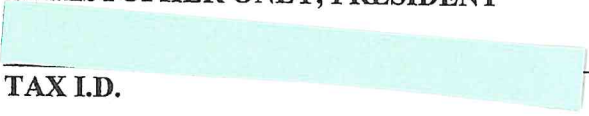
Law Department

By: 

Printed Name: Andrew Gregorian

HAMMERMAN & GAINER, LLC

BY: 
CHRISTOPHER ONEY, PRESIDENT

TAX I.D. 

[END OF AMENDMENT]