

K24-268

FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT

BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

DANA BROWN & ASSOCIATES

RFQ NO. #1495

DWYER CANAL PUBLIC SPACE IMPROVEMENTS PROGRAMMING AND DESIGN SERVICES

THIS FIRST AMENENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Dana Brown & Associates, represented by Dana Brown, New Orleans Location Manager (the “**Contractor**”). The City and the Contractor are sometimes each referred to as a “**Party**,” and collectively, as the “**Parties**.” The Amendment is effective as of April 6, 2024 (the “**Effective Date**”).

RECITALS

WHEREAS, on April 6, 2023, the City and Contractor entered into a Professional Services Agreement to provide professional design, engineering, and construction management services as part of the Dwyer Canal Public Space Improvements (the “**Agreement**”);

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter into this Amendment to extend the term for continuity of services and to 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, sub-section F, of the Agreement, the term of the Agreement is extended for one year, from the Effective Date through April 5, 2025.
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 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 8th of April, 2024

FORM AND LEGALITY APPROVED:

Law Department

By: 
Printed Name: Tracy Taylor

DANA BROWN & ASSOCIATES, INC.

BY: 
DANA NUNEZ BROWN, FASLA, AICP, LEED AP; PRESIDENT

FEDERAL TAX ID: 