

K25-210

SECOND AMENDMENT TO THE PROFESSIONAL SERVICE 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 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**, represented by **Dana Brown, New Orleans Local 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 April 6, 2025 (the “Effective Date”).

RECITALS

WHEREAS, on September 14, 2021, the City issued Request for Qualifications #1495 seeking qualified persons to provide professional design, engineering and construction management services for resilience, stormwater management, and/or green infrastructure (the “RFQ”);

WHEREAS, on April 6, 2023, the City and the 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, on April 5, 2024, the City and the Contractor entered into the First Amendment to extend the term of the contract for continuity of services through April 5, 2025, and to update essential provisions;

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;

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 (1) year, from the effective Date through April 5, 2026.

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. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment, but all of which, when taken together, shall constitute one and the same agreement.

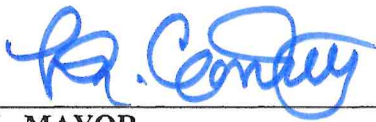
6. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original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

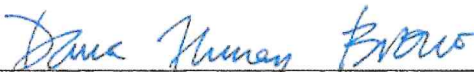
BY: 
LATOYA CANTRELL, MAYOR

Executed on this 1st of April, 2025.

FORM AND LEGALITY APPROVED:
Law Department

By: 
Printed Name: Andrew Gregorian

DANA BROWN & ASSOCIATES INC.

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


FEDERAL TAX I.D.