

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE COUNCIL OF THE CITY OF NEW ORLEANS

AND

HAMMERMAN & GAINER, INC.

PROPERTY TAX ASSESSMENT APPEAL HEARINGS MANAGEMENT SERVICES

THIS FIRST AMENDMENT (the "Amendment") is entered into by and between the Council of the City of New Orleans, represented by Jean-Paul Morrell, Council President (the "Council"), and Hammerman & Gainer, Inc., represented by Candy LeBlanc, Chief Administrative Officer (the "Contractor"). The Council and the Contractor are sometimes each referred to as a "Party," and collectively, as the "Parties." The Amendment is effective as of August 1, 2023 (the "Effective Date").

RECITALS

WHEREAS, the Council and the Contractor are parties to a professional services agreement dated May 23, 2022, to perform property tax assessment appeal hearings management services in association with the New Orleans City Council, acting as the Orleans Parish Board of Review (the "Agreement");

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term and increase the amount of the Agreement.

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

- I. Extension. In accordance with Article/Section V/B of the Agreement, the term is extended for an additional 1 year from the Effective Date through July 31, 2024.
II. Compensation. The compensation described in Article/Section IV of the Agreement is increased by \$748,618 from \$208,960 to a total amount not to exceed \$957,578.

ARTICLE III - COMPENSATION

A. Rate of Compensation. The agreed upon compensation structure is as follows:

1. The City will pay the Contractor in accordance with the following rate:

Table with 3 columns: Range, Fees Per Appeal (plus base and previous levels), Max Comp for Tier. Row 1: 0-499, \$137,000 - flat fee, \$137,000. Row 2: 4714-5000, \$0, \$748,618.

2. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the Council in accordance with the terms and conditions of this Agreement.

3. The stated compensation is inclusive, and includes no additional amounts for, the Contractor's costs, including, without limitation, all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, records retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Agreement. The Council will not consider or be obligated to pay or reimburse the Contractor any other charges or fees, and the Contractor will not be entitled to any additional compensation or reimbursement, except as otherwise specifically provided in the Agreement.

4. The Contractor will immediately provide written notification to the City of any reduction to the rate of compensation for its most favored customer, and the rate of compensation established by this Agreement will automatically adjust to the reduced rate effective as of the effective date of the reduction for the most favored customer.

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.

**[SIGNATURES CONTAINED ON NEXT PAGE]**

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

IN WITNESS WHEREOF, the Council and the Contractor, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY:   
JP MORRELL, PRESIDENT-CITY COUNCIL

Executed on this 23 of May, 2023

FORM AND LEGALITY APPROVED:  
Law Department

By: 

Printed Name: Tracy

HAMMERMAN & GAINER, LLC  
1340 Poydras, Suite 2000, N. O., LA 70112

BY:   
CANDY LEBLANC, CHIEF ADMINISTRATIVE OFFICER

74-1780638  
FEDERAL TAX I.D.