

MOTION

NO. M-25-442

CITY HALL: August 21, 2025

BY: COUNCILMEMBERS MORENO, GREEN AND GIARRUSSO (BY REQUEST)

WHEREAS, Section 70-10 of the Code of the City of New Orleans requires that certain contracts providing for the aggregate expenditure of more than \$1,000,000.00 in city funds during the initial term and all allowable renewal terms or having an initial term of more than one year or providing for legal representation must be signed by the President of the City Council; and

WHEREAS, Section 70-10 further provides that the President of the City Council shall not execute any such contract unless authorized to do so by Council motion; and

WHEREAS, The City of New Orleans and Archon Information Systems, L.L.C. (“Archon”) desire to enter into an amendment to Archon’s contract for professional services including ad valorem tax sales and adjudicated property transfers, for an additional 1 year and an additional compensation of \$4,800,000; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the President of the Council shall be added as a signatory Amendment No. 1 to the contract between the City of New Orleans and Archon Information Systems, L.L.C.

BE IT FURTHER MOVED, That the President of the Council is hereby authorized to sign Amendment No. 1 the contract between the City of New Orleans and Archon Information Systems, L.L.C. as attached hereto as Exhibit A.

BE IT FURTHER MOVED, That the Clerk of Council shall forward copies of this motion, including Exhibit A, to the City Attorney’s Office to effectuate this request.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

EHXIBIT A

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
ARCHON INFORMATION SYSTEMS, L.L.C. D.B.A. CIVICSOURCE ®
AD VALOREM TAX SALES AND ADJUDICATED PROPERTY TRANSFERS**

[ATTACHED SEPERATELY]

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

ARCHON INFORMATION SYSTEMS, L.L.C. D.B.A. CIVICSOURCE ®

AD VALOREM TAX SALES AND ADJUDICATED PROPERTY TRANSFERS

THIS FIRST AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Archon Information Systems, L.L.C. d/b/a/ CivicSource®, represented by Bryan Barrios, Chief Executive Officer (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 August 1, 2025 (the “**Effective Date**”).

RECITALS

WHEREAS, on August 1, 2024, the City and the Contractor entered into a professional services agreement for the Contractor to provide professional services including ad valorem tax sales and adjudicated property transfers (the “**Agreement**”); and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term of the agreement, revise the Contractor’s Scope of Work, and to add, modify, and reaffirm certain terms and conditions.

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

1. Extension. In accordance with Article V – Duration and Term of the Agreement, the term is extended for an additional year from August 1, 2025, through July 31, 2026.

2. Compensation. Article IV – Compensation, Section A shall be deleted in its entirety and replaced with the following:

- a. The Contractor’s sole Compensation shall be the recovery of costs detailed on the attached Tax Sale Services and Adjudicated Property Auction Services schedules. Costs are accrued by Contractor and are encoded by the City upon performance of a service and are recouped upon recovery of the amount either by owner or investor payment. All money shall be deposited to the City and the Contractor shall invoice the City for the payment of Services. The City shall authorize and encode all due process costs and closing costs (for adjudicated property) in the amounts described on Exhibits A and B to this Agreement as such are incurred by Contractor in performance of any or all Services, and upon collection from the applicable payor, remit payment of same to the Contractor; (b) Acknowledges and agrees that the costs set forth in Exhibit A and B are the actual costs of the tax sale and adjudicated property auction processes, and closing costs, and are incurred by Contractor; (c) Acknowledges and agrees that once City encodes any cost, it shall not waive the costs for reasons, including, without limitation, as a result of removing a property from a sale or auction for reasons of City oversight or otherwise and that, in the

event that City waives the collection of the costs, City shall be invoiced by the Contractor and pay the amount of such costs to the Contractor from another City revenue source; (d) If an adjudicated property with accrued costs needs to be cancelled, removed or fails to sell at auction, City shall be invoiced by the Contractor and pay the amount of such costs; (e) Acknowledges and agrees that the City shall waive costs due to Contractor error, including, costs billed after full remittance of a delinquent obligation on a case by case basis; and (f) in the event of cancellation of this Agreement by the City, accrued outstanding costs shall paid by the City.

- b. **Maximum Compensation.** The maximum amount payable under this Amendment is \$4,800,000.00. The maximum amount payable is inclusive of the current amounts awaiting reconciliation governed by Section 6 - Reconciliation.

3. **Contractor's Scope of Work.** The Contractor's Scope of Work for Adjudicated property attached to the Agreement as Exhibit A – Adjudicated Property Auction Scope of Services is amended and attached to this Amendment as Exhibit A. The Contractor's Scope of Work for adjudicated property shall also be governed by Section 4 of this Amendment – Properties. The Contractor's Scope of Work for Tax Sales is reaffirmed and attached to this Amendment as Exhibit B – Tax Sale Scope of Services.

4. **Properties.** The following describes the properties eligible for work under this Amendment. No work shall be performed on other properties without written approval from the City.

- a. **SOAP Parcels.** Exhibit C includes the list of SOAP Parcels under existing ALO/investor deposits to be completed in 2025-2026. The contractor shall not perform work on any other properties not included in the list without written approval from the City.
 - i. The Contractor acknowledges that they are not permitted to begin work on any of the properties listed in Exhibit C on or after April 1, 2026.
 - ii. One-hundred and twenty days from the termination of the agreement the Contractor shall take any necessary actions to finalize all open work.
 - iii. All work must be completed thirty days prior to the termination of the Agreement.
- b. **Tax Sales.** All properties with a delinquency for 2022 and 2023, regardless of the delinquency amount, are eligible for tax sale. Interest will be included in the sale price.
 - i. For 2024 only, if the base tax, liens, and/or code enforcement liens total \$500.00, the property will be excluded from the tax sale. Interest will not be a factor for sale eligibility. If the base tax, liens, and/or code enforcement liens total \$500.01 or greater the property will be included in the sale and the sale price will include interest.

5. **Payment.** The payment terms described in Article III – The City's Obligations, Section B. Payment shall be amended to include:

- a. Any work done by the Contractor outside of the specified tasks of this Agreement and the Contractor's Scope of Work will not be paid or reimbursed by the City and the Contractor will be performing any work outside of the Scope at their own risk.

6. **Reconciliation.** The City and the Contractor agree that the attached reconciliation is final, attached herein Exhibit D. The City will withhold payment to the Contractor until the entire reconciliation is satisfied. The City will use the invoices the Contractor submits to offset the amount owed.

7. **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.

8. **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.

9. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

10. **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.

11. **Additional Terms when Nearing Amendment Termination Date.** Beginning no less than four (4) months to the termination date of this amendment, the Contractor will cease accepting deposits on any remaining parcels included in Exhibit C and will take the necessary steps to decrease workflow so that all procedures to complete work on the attached parcels may be completed by the amendment termination date.

12. **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 Amendment.

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ of _____, 2025

**FORM AND LEGALITY APPROVED:
Law Department**

By: _____

Printed Name: _____

NEW ORLEANS CITY COUNCIL

BY: _____
CITY COUNCIL PRESIDENT

CIVICSOURCE D.B.A. ARCHON INFORMATION SYSTEMS, L.L.C.

BY: _____
BRYAN BARRIOS, CHIEF EXECUTIVE OFFICER

FEDERAL TAX I.D.

EXHIBIT A
ADJUDICATED PROPERTY AUCTION SCOPE OF SERVICES

Adjudicated Property Auction Scope of Services

For all properties adjudicated to the City, Contractor shall perform or cause to be performed on behalf of City the Services, and at such Costs, as described below:

- For properties adjudicated to or land banked by City, Contractor shall: (a) Review, inspect and thoroughly vet all properties placed with Contractor to determine legal eligibility for a sale, verify digital mapping and validate other property data necessary for Contractor to perform the Services ; (b) Post to www.CivicSource.com properties deemed preliminarily eligible for sale; (c) where possible, post a for-sale sign in a conspicuous location at the property; and (d) provide online access for adjoining landowners to request an alternative sale process. The sale process and all other Services commence upon receipt by Contractor of a deposit in an amount that equals no less than the lien certificate including redemption penalty and redemption interest plus the contractor's cost or an amount subject to the City's discretion, which can be placed on any eligible, posted property directly through www.CivicSource.com.

- For properties receiving a sale-initiating deposit, Contractor shall: (a) Perform a 30-year title abstract; (b) Produce an Attorney's title examination and written opinion; (c) Create a listing of all interested parties to be sent legal notice of the proposed sale; (d) Prepare and mail required notices to all identified interested parties; (e) Prepare and post official journal advertisements and an interested party general notice publication; (f) Conduct a property inspection, and where possible, post a legal notice sign at the property; (g) Perform title insurability work and a prepare a corresponding report; and (h) Perform any other research or title curative work to enable the property to be sold with title insurance. Contractor shall digitally maintain and make reasonably available to City and users of www.CivicSource.com, all pre-auction due process work.

- For properties approved for title insurance, Contractor shall conduct a sale to the adjoining landowner, where applicable, or otherwise, an online public auction at www.CivicSource.com that features: (a) Online bidding, with continuous auctions available on the first Wednesday of each month; (b) Recommended minimum bid thresholds; and (c) Electronic checkout and payment upon conclusion of the sale. Contractor shall collect all monies due from the purchaser after the sale. Following any month in which a City's property is sold, Contractor shall provide City with a reconciliation and invoicing report.

- For properties sold, Contractor shall provide: (a) HUD-1 settlement statement; (b) Affidavit of Compliance preparation and filing; (c) Non-Warranty Cash Sale Deed or other conveyance instrument preparation and filing; (d) Full closing, settlement and notary services; (e) Inscription cancellations; and (g) Policy of owner's title insurance. Contractor shall digitally maintain and make available to City and purchaser all closing documents.

COSTS

For adjudicated property placed with Contractor for sale in accordance herewith, the following costs shall be encoded as incurred and directed by Contractor in City's receivables system and charged to the property's purchaser. In the event of a redemption prior to closing of any sale, City shall collect from the redeeming party and remit to Contractor all such encoded costs. Costs are subject to change.

Pre-Auction Due Process	Cost
Preliminary Property Verification Research (Pre-listing)	\$175.00
Yard Sign Advertisement	\$55.00
Property Inspection	\$50.00
30-Year Title Abstract	\$295.00
Attorney Title Examination and Report	\$275.00
Interested Party Research and Identification	\$425.00
Legally Compliant First-Class + Certified Notice Sets	\$22/ea.
Yard Sign Notice	\$35.00
Interested Party General Notice Publication	As quoted
General Sale Advertisement Publications	As quoted
Title Insurability Underwriting	\$375.00
Title Insurability Update (If necessary)	\$125.00
Bankruptcy Research	\$20.00
Occupied Property Due Diligence (If necessary)	\$200.00

Closing and Insurance	Cost
Payment Processing	\$15.00
Title Update	\$125.00
HUD-1 Settlement & Escrow	\$250.00
Closing Documentation	\$175.00
Owner's Title Insurance Policy ¹	\$150.00
Adjudicated Title Insurance Endorsement ²	\$1,000.00
Notary Services	\$175.00
Inscription Cancellation	\$75.00/ea.
Non-Warranty Cash Sale Certificate Filing	As quoted
Statutory Compliance Affidavit Filing	\$350.00
Courier & Delivery	\$50.00

¹ Based on coverage of \$12,000 or less.

² Based on coverage of \$25,000 or less.

**EXHIBIT B
TAX SALE SCOPE OF SERVICES**

Tax Sale Scope of Services

Contractor shall perform or cause to be performed the following:

- Create delinquent property tax account profile in electronic storage and retrieval system for notices and notice related returns;
- Generate, digitize and disseminate required tax sale related documents, including: pre-and post-sale certified and first-class notice to all tax notice parties of record and all tax sale parties identified in the public record, general notice publications, advertisements and tax sale certificates;
- Conduct all public records research and catalogue results;
- Conduct federal bankruptcy and LTC change order research and catalogue results for incorporation into the sale process;
- Skiptrace tax notice parties of record and tax sale parties identified through public record research to ascertain up-to-date contact information to be utilized in notification efforts;
- Process and digitize all certified mail-related articles, including signed green cards and undeliverable mail items;
- Skip trace undeliverable certified mail articles to ascertain forwarding address information and resend certified notice of sale when new address information ascertained;
- Coordinate and facilitate tax debtor address confirmation calls;
- Provide telephone-based taxpayer customer service;
- Process telephone payments;
- Record or maintain logs of all correspondence, telephone calls and/or communications for access by City representatives;
- Provide portal to conduct online tax sale;
- Generate, digitize and deliver tax sale certificates to City to be filed; and
- Scan and upload filed tax sale certificates to tax sale purchaser accounts.

COSTS

Activity	Immovable	Movable
Delinquent Tax Account Profile Origination in Electronic Storage and Retrieval System for Notices	\$ 10.00	\$ 10.00
Tax Debtor Skip Tracing Research	\$ 60.00	\$ 60.00
Tax Debtor Address Confirmation Calls	\$ 28.00	\$ 28.00
First-Class Tax Notice Party Notice of Tax Sale (Amount is per Notice)	\$ 2.00	N/A
First-Class Tax Notice Party Notice of Seizure & Sale (Amount is per Notice)	N/A	\$ 2.00
Delinquent Tax Account LTC Change Order Research	\$ 20.00	N/A
Tax Debtor Bankruptcy Research	\$ 20.00	N/A

Certified Tax Notice Party Notice of Tax Sale (Amount is per Notice) (In the name of tax collector.)	\$ 20.00	N/A
Certified Tax Notice Party Notice of Seizure & Sale (Amount is per Notice) (In the name of tax collector.)	N/A	\$ 20.00
Tax Sale Party Public Records Research	\$ 70.00	N/A
Certified Tax Sale Party Notice of Tax Sale (Amount is per Notice)	\$ 20.00	N/A
First-Class Tax Sale Party Notice of Tax Sale (Amount is per Notice)	\$ 2.00	N/A
Official Journal Publication (In the name of tax collector.)	As quoted	N/A
Official Journal Publication (In the name of tax collector.)	N/A	As quoted
Delinquent Tax Account LTC Change Order Research	\$ 8.00	N/A
Tax Debtor Bankruptcy Research	\$ 8.00	N/A
Online Tax Sale (In the name of tax collector.)	\$ 15.00	N/A
Tax Sale Certificate Filing	As quoted	N/A
First-Class Tax Sale Party Post-Tax Sale Notice (Amount is per Notice)	\$ 2.00	N/A

**EXHIBIT C
SOAP PARCEL LIST**

[ATTACHED SEPERATELY]

**EXHBIT
RECONCILIATION**

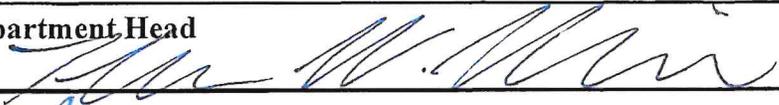
[ATTACHED SEPERATELY]

Name Debi Ryan Ext. 1501
Person responsible for routing

**CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK**

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: To provide professional services including ad valorem tax sales and
Adjudicated property transfers

- 1. 
Department Head
- 2. 
Department of Law
- 3. 
Chief Administrative Officer
- 4. 
Director of Council Relations
- 5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

_____ MOVED: _____
 _____ 2ND: _____
 _____ YEAS: _____
 _____ NAYS: _____
 _____ ABSENT: _____
 _____ RECUSED: _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.



**CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL**

Requesting Department or Agency: _____

Name of Contact Person: _____

Telephone Number: _____

Email Address: _____

Initials of Sponsoring Councilmember(s): _____

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** _____

2. **The parties involved:** _____

3. **The obligations, expectations, and deliverables of the parties involved:** _____

4. **The duration of the contract:** _____

5. **The cost and any fiscal implications of the contract for the City:** _____

6. **Describe disadvantaged business enterprise (DBE) participation:** _____
