

K23-571

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE COUNCIL OF THE CITY OF NEW ORLEANS

AND

BARRASSO USDIN KUPPERMAN FREEMAN & SARVER, L.L.C.

THIS FIRST AMENDMENT (the “Amendment”) is entered into by and between the City Council of New Orleans, represented by Jean Paul Morrell, Council President (the “Council”), and Barrasso Usdin Kupperman Freeman & Sarver, L.L.C., represented by Judy Barrasso, Member (the “Contractor”). The Council and the Contractor are sometimes each referred to as a “Party,” and collectively, as the “Parties.” This Amendment is effective as of April 7, 2023 (the “Effective Date”).

RECITALS

WHEREAS, the Council and the Contractor are parties to a professional services agreement for Legal Services (the “Agreement”);

WHEREAS, the Council 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:

1. **Extension.** In accordance with Article/Section V (A) of the Agreement, the term is extended for an additional 1-year term from April 7, 2023 through April 6, 2024.

2. **Compensation.** The compensation described in Article IV of the Agreement is increased by \$250,000 from \$250,000 to a total amount not to exceed \$500,000.

3. **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.

4. **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.

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

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]

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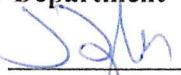
IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Agreement.

CITY COUNCIL OF NEW ORLEANS

BY:  
JEAN-PAUL J. MORRELL, PRESIDENT - CITY COUNCIL

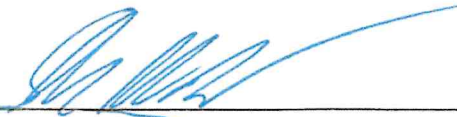
Executed on this 13th day of June, 2023

FORM AND LEGALITY APPROVED:
Law Department

BY: 

Printed Name: Tracy Tyler

BARRASSO USDIN KUPPERMAN FREEMAN & SARVER, L.L.C.

BY: 
SHAUN MCFALL OR JUDY BARRASSO, MEMBER

90-0067114
FEDERAL TAX I.D.