

K17-1157

AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
CURRY & FRIEND, PLC

THIS FOURTH AMENDMENT (the "**Amendment**") is entered into by and between the City of New Orleans, through the Council of the City of New Orleans (the "**Council**"), represented by Jason Williams, Council President (the "**City**"), and Curry & Friend, PLC, represented by Guy C. Curry, Owner and Manager-Member (the "**Contractor**"). The City and the Contractor may sometimes be collectively referred to as the "**Parties**." This Amendment is effective as of July 15, 2017 (the "**Effective Date**").

RECITALS

WHEREAS, on March 1st, 2014, the Council and the Contractor entered into a professional services agreement under which the Contractor agreed to serve as special counsel to the Council (the "**Agreement**");

WHEREAS, from 2015 through 2017, the City and the Contractor agreed to renew the Agreement for continuity of services;

WHEREAS, on August 24, 2017, the Council adopted Motion M-17-458 to increase the Contractor to represent its interests in the Vieux Carré Commission Foundation v. City of New Orleans litigation; and

WHEREAS, the City and the Contractor, each having the authority to do so, now desire to enter this Amendment to increase the compensation of the Contractor for additional work.

NOW THEREFORE, for good and valuable consideration, the Parties amend the Agreement, as amended, as follows:

1. **Compensation.** The maximum aggregate compensation payable described in Section 4 of Article III of the Agreement, as amended, is increased by \$13,400.00 to a new total amount not-to-exceed \$188,400.00.

2. **Convicted Felon Statement.** The Contractor swears that it complies with City Code § 2-8(c). No principal, member, or officer of the Contractor has, within the preceding five (5) 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, as amended, 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.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: 
Jason Williams, Council President

Executed on this 28th of September, 2017.

CURRY & FRIEND, PLC

BY: 
Guy C. Curry, Owner and Manager-Member

APPROVED:
Law Department

By: 

Printed Name: Julie C. King