

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN

THE COUNCIL OF 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 Council of the City of New Orleans, represented by Jean P. 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." The Amendment is effective as of the Date of Execution by the Council President (the "Effective Date").

RECITALS

WHEREAS, on April 7, 2022, the City and the Contractor entered into a Professional Services Agreement for Legal Services (the "Agreement"); and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to increase the compensation;

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

1. **Compensation.** The compensation described in Article IV Section B of the Agreement is increased by \$150,000 from \$100,000 to a total amount not to exceed \$250,000.

2. **Convicted Felon Statement.** Contractor swears that it complies with City Code § 2-8(c). No principal, member, or officer of Contractor 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.** 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. 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 previously 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.

6. **No Legal Representation.** Each party acknowledges that, in executing this Amendment, such party has had the opportunity to seek the advice of independent legal counsel

and has read and understood all of the terms and provisions of this instrument. This Amendment shall not be construed against any party by reason of the drafting or preparation hereof.

[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: 
JEAN P. MORRELL, COUNCIL PRESIDENT

Executed on this 31 of January, 2023


FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Tyler

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

BY: 
JUDY BARRASSO, MEMBER

90-0067114
FEDERAL TAX I.D.