

K22-956

AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

LAW OFFICE OF ERROL B. CONLEY, LLC

5002-02210 DPW ADMINISTRATIVE HEARING OFFICER

THIS FIFTH AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and the Law Office of Errol B. Conley, LLC, represented by Errol B. Conley, agent/officer (the “**Contractor**”). The City and the Contractor may sometimes be collectively referred to as the “**Parties**.” This Amendment is effective as of August 31, 2022 (the “**Effective Date**”).

RECITALS

WHEREAS, the City and the Contractor are parties to a requirements contract dated August 31, 2017 (the “**Agreement**”) for the Contractor to provide professional legal services as an Administrative Hearing Officer to assist the City’s Department of Public Works regarding to the disposition of traffic citations pertaining to the City’s parking and photo safety program;

WHEREAS, on September 27, 2018, the City and the Contractor amended the Agreement for the first time to extend its term for continuity of services;

WHEREAS, on September 17, 2019, the City and the Contractor amended the Agreement for the second time to extend its term for continuity of services;

WHEREAS, on July 29, 2020, the City and the Contractor amended the Agreement for the third time to extend its term for continuity of services;

WHEREAS, on November 2, 2021, the City and the Contractor amended the Agreement for the fourth time to designate the Office of Business and External Services as the administering department and to extend its term for continuity of services; and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to further extend the term of the Agreement for an additional year for continuity of services.

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

A. EXTENSION: The term of the Agreement is extended for ONE (1) YEAR from August 31, 2022 through August 30, 2023.

B. COMPENSATION: This is an amendment to a price protected contract and is not binding as to any specific quantity. The City will pay the Contractor for professional legal services at the fixed rate of **\$75.00 per hour, per attorney, inclusive of all costs, fees, expenses, and overhead**. All attorney time will be billed in increments of one-tenth (1/10) of an hour. Payments will be made only for assigned work. The total maximum aggregate amount payable by the City to the Contractor for services performed under this Agreement is not to exceed **\$150,000.00** unless increased by a validly executed amendment. The City's obligation to compensate the Contractor under this Agreement will not exceed the maximum aggregate amount payable at any time.

C. 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.

D. 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.

E. 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.

F. 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 THE FOLLOWING PAGE)

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

THE CITY OF NEW ORLEANS

BY: [Signature] for
LATOYA CANTRELL,
MAYOR

Executed on this 23 day of September, 2022.

FORM AND LEGALITY APPROVED:

Law Department

By: [Signature]

Printed Name: Tracy Tyb

LAW OFFICE OF ERROL B. CONLEY, LLC

BY: [Signature]
ERROL B. CONLEY, AGENT/OFFICER

[Redacted]
FEDERAL TAX I.D. OR SOCIAL SECURITY NO.