

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT**BY AND BETWEEN****THE CITY OF NEW ORLEANS****AND****S.R. WILLIAMS CONSULTING, LLC**

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”) on behalf of the Office of the Independent Police Monitor (the “**OIPM**”) and S.R. Williams Consulting, LLC, represented by Sharonda Williams, *Esq.*, Agent/Officer (the “**Contractor**”). The City and the Contractor may sometimes each be referred to as a “**Party**,” and collectively, as the “**Parties**.” The Amendment is effective as of **February 17, 2023** (the “**Effective Date**”).

RECITALS

WHEREAS, on and effective February 17, 2022, the City hired the Contractor to serve as outside legal counsel to the OIPM; and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term and to add and/or reaffirm certain terms and conditions.

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

1. **Extension.** Article V of the Agreement is amended to add the following section, Section F, entitled “Extension” to read as follows:

Extension. The Parties can opt to extend the term of this Agreement upon the execution of a written Amendment signed by each Parties’ authorized representative. The Agreement may be extended by amendment in increments not to exceed one-year, provided however, that the total duration of the Agreement, including the original term and any extensions, shall not exceed five years.

2. **Term.** Article V Section A of the Agreement entitled “Term” is amended to extend the term for an additional 318 days from the Effective Date (*i.e.*, February 17, 2023) through December 31, 2023.

3. **Rate of Compensation.** The compensation described in Article IV Section A of the Agreement is reaffirmed.

4. **Maximum Amount.** The Maximum Amount described in Article IV Section B of the Agreement is reaffirmed. The Parties agree and acknowledge that the City may only contract with a given contractor for up to \$15,000.00 in any one calendar year, so the amount payable by the City to Contractor must account for any monies paid between January 1, 2023, and February 16, 2023.

5. **Additional Miscellaneous Provisions.** The following terms and conditions are reaffirmed and/or added to the Agreement:

- A. **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.
- B. **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.
- C. **Conflict Of Interest.** The Contractor expressly acknowledges that this Agreement is for the performance of professional legal services on behalf of the Client, the City. Therefore, Contractor further acknowledges that it is bound by the Louisiana Rules of Professional Conduct. Contractor represents that it has performed a conflicts check and affirms that no actual, perceived or potential conflicts exist. The Contractor acknowledges that it has an ongoing obligation to identify potential conflicts and to decline representation which presents a conflict. Any request for a conflict waiver must be presented to the City Attorney in writing in accordance with the Louisiana Rules of Professional Conduct. Nevertheless, the City Attorney is under no obligation to approve conflict waiver requests.
- D. **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.
- E. **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. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

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

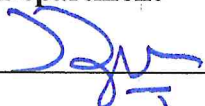
CITY OF NEW ORLEANS

BY:  for
LATOYA CANTRELL, MAYOR

Executed on this 8th of NOVEMBER, 2023.

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy W. Williams

S.R. WILLIAMS CONSULTING, LLC

BY: 
SHARONDA WILLIAMS, ESQ., AGENT/OFFICER


FEDERAL TAX I.D.

[END OF AMENDMENT]