

FIFTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND
HARRISON LAW & ASSOCIATED, LLC

THIS FIFTH AMENDMENT (the "**Amendment**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Harrison Law & Associates, LLC, represented by Schalyece Harrison, Managing Member (the "**Contractor**"). The City and the Contractor are sometimes collectively referred to as the "**Parties**". The Amendment is effective as of February 2nd, 2020 (the "**Effective Date**").

RECITALS

WHEREAS, on May 5, 2015, the City and the Contractor entered into a professional services agreement to provide legal services as an Administrative Hearing Officer for the City's Code Enforcement and Hearings Bureau and ancillary matters associated therewith (the "**Agreement**");

WHEREAS, on November 15, 2016, the Parties entered into Amendment No. 1 to extend the term and increase compensation;

WHEREAS, on August 31, 2017, the Parties entered into Amendment No. 2 to extend the term;

WHEREAS, on March 12, 2018, the Parties entered into Amendment No. 3, to extend the term;

WHEREAS, on April 29, 2019, the Parties entered into Amendment No. 4, to extend the term;

WHEREAS, the City and the Contractor, each having the authority to do so, now desire to enter into this Amendment to extend the term for continuity of services and to increase the maximum amount of compensation of the Agreement; and

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

1. **Term.** In accordance with Article IV, Paragraph B of the Agreement, the term is extended for one additional year, from the Effective Date through February 1, 2021.
2. **Compensation.** The compensation is increased an additional \$20,000.00 for a total amount not to exceed \$80,000.00.
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 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.
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, as amended, 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 the 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]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment to be effective as of the Effective Date.

CITY OF NEW ORLEANS

BY: _____

LATOYA CANTRELL, MAYOR

Executed on this 4th of JUNE, 2020.

FORM AND LEGALITY APPROVED:

Law Department

By: _____

Printed Name: Travious Clark

HARRISON LAW & ASSOCIATES, LLC

BY: _____

SCHALYECE HARRISON, MANAGING MEMBER