

USDC SDNY DOCUMENT ELECTRONICALLY FILED DOC #: _____ DATE FILED: <u>7/9/2024</u>
--

UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF NEW YORK

DAVID FLOYD, <i>et al.</i> , <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">-against-</p> CITY OF NEW YORK, <i>et al.</i> , <p style="text-align: center;">Defendants.</p> <hr/> KELTON DAVIS, <i>et al.</i> , <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">-against-</p> CITY OF NEW YORK, <i>et al.</i> , <p style="text-align: center;">Defendants.</p> <hr/> JAENEAN LIGON, <i>et al.</i> , <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">-against-</p> CITY OF NEW YORK, <i>et al.</i> , <p style="text-align: center;">Defendants.</p>
--

08 Civ. 1034 (AT)

10 Civ. 699 (AT)

12 Civ. 2274 (AT)

**FIRST AMENDMENT TO
 2024 COMMUNITY LIAISON COMPENSATION AND BUDGET AGREEMENT
 AND NON-DISCLOSURE AGREEMENT / CONFIDENTIALITY ORDER**

This Agreement, by and between **Germain Thompson** (“Community Liaison”) and the **City of New York** (“City”), **amends** the 2024 Community Liaison Compensation And Budget Agreement And Non-Disclosure Agreement / Confidentiality Order (“the 2024 Budget Agreement”) previously entered into by the parties and endorsed by the Court on January 19, 2024 (*Floyd* ECF No. 922). The purpose of this Amendment is to (1) increase the number of staff members employed by the Community Liaison as directed by the Court; and (2) amend the method by which the Community Liaison and the Community Liaison Staff submit requests for compensation, and how such payments will be made by the City. This amendment is effective immediately upon endorsement by the Court and shall remain in effect until December 31, 2024, unless otherwise superseded or extended by written agreement.

1. PURPOSE

- 1.1 By Order dated December 16, 2022, the Honorable Analisa Torres, appointed a Community Liaison to assist and advise the federal monitor appointed to supervise the remedial stage of the above referenced matters (the “Monitor”). *See* Court Order dated December 16, 2022 (*Floyd* ECF No. 888) (hereinafter “Community Liaison Order”). Under the same Order, the Court approved the “Community Engagement Liaison Framework” submitted by the Monitor. *See* *Floyd* ECF No. 888-1 (the “Framework”). The Framework contemplates that the Community Liaison will have support staff and that the City shall bear the cost of reasonable salaries and expenses, including consulting fees.
- 1.2 By Order dated January 19, 2024, the Court endorsed the “2024 Community Liaison Compensation And Budget Agreement And Non-Disclosure Agreement / Confidentiality Order” (“the 2024 Budget Agreement”) previously agreed-to by the Community Liaison and the City. *See* *Floyd* ECF No. 922.
- 1.3 This Agreement amends the 2024 Budget Agreement as set forth herein. To the extent any portion of the 2024 Budget Agreement is unchanged by this Agreement, those provisions of the 2024 Budget Agreement shall continue in full force and effect.

2. INCREASED NUMBER OF COMMUNITY LIAISON STAFF POSITIONS


- 2.1 Addition of two part-time organizers. In addition to the positions outlined in Section 2 of the 2024 Budget Agreement, the City was advised by the Community Liaison that the Court further authorized him to retain two additional part-time community organizers provided that such positions shall be funded from any surplus created by vacancies in the positions authorized in Section 2 of the 2024 Budget Agreement during the 2024 calendar year, and shall therefore not increase the total amount of compensation previously approved in the 2024 Budget Agreement.
- 2.2 The part-time organizers hired by the Community Liaison pursuant to this Amendment shall be compensated at a rate of \$30.00 per hour, and shall be compensated for up to 20 hours per week.

3. **USE OF A VENDOR TO PROCESS COMPENSATION PAYMENTS TO THE COMMUNITY LIAISON AND THE COMMUNITY LIAISON STAFF**

- 3.1 Vendor authorized. The Community Liaison and Community Liaison Staff are vendors of the City, and are therefore compensated through the City's vendor payment system, which is intended to make payments within a certain period of time after the submission of an invoice for work already performed. To facilitate more rapid payment of compensation to the Community Liaison and Community Liaison Staff, the City may, at its sole discretion and expense, retain an outside vendor for the purpose of processing requests for compensation by, and payments to, the Community Liaison and the Community Liaison Staff under Section 2 of the 2024 Budget Agreement.
- 3.2 Staff Payments. The Community Liaison and each member of the Community Liaison Staff shall be paid monthly, in the amounts set forth in Section 2 of the 2024 Budget Agreement as amended by Section 2 of this Agreement, either by the City directly or through a vendor contracted with the City to make such payments, subject to the reasonable procedures established by the City for the submission and processing of such payments. The Community Liaison and each member of the Community Liaison Staff shall be solely responsible for submitting to the City or the City's vendor, regular and accurate records of time worked in connection with the role of Community Liaison. The City shall establish reasonable procedures for the Community Liaison and the Community Liaison Staff to make such submissions, and to ensure that the Community Liaison and Community Liaison Staff are compensated only for work actually performed in connection with the role of Community Liaison. This section explicitly amends and supersedes Section 4.1 of the 2024 Budget Agreement as endorsed by the Court.
- 3.3 Expense Payments Not Affected. This Agreement is not intended to modify or amend Sections 4.2 or 4.3 of the 2024 Budget Agreement. Reimbursements of expenses under those sections shall continue as specified in the original agreement.
- 3.3 Financial Security of the Vendor. The City shall be solely responsible for ensuring that any vendor retained pursuant to this Agreement is fiscally solvent, and capable of making timely payments to the Community Liaison and the Community Liaison Staff pursuant to Section 2 of the 2024 Budget Agreement.
- 3.3.1 To ensure timely payments to the Community Liaison and the Community Liaison Staff, the City is hereby ORDERED to pay an advance of thirty-five thousand dollars (\$35,000.00) to any vendor retained pursuant to Section 3.1 of this Agreement, and to maintain on deposit with the vendor sufficient funds to cover at least one month of regular payments to the Community Liaison and the Community Liaison Staff.
- 3.4 This Agreement does not amend, affect, or change Section 6.1 of the 2024 Budget Agreement as approved by the Court. Neither the Community Liaison nor the Community Liaison Staff shall be considered employees of the City or any vendor retained by the City pursuant to this Agreement.

3.5 This Agreement augments but does not revoke, supersede, or modify the Community Liaison Order, Framework, or any prior confidentiality orders from the Court.

For the Community Liaison:

By: 
Name: Germain Thompson
Title: Community Liaison
Date: 6/26/24

For the City:

By: /s/ Tobias Zimmerman o/b/o G. Nelson
Name: Genevieve Nelson
Title: Assistant Division Chief
Date: June 27, 2024

SO ORDERED.

Dated: July 9, 2024
New York, New York



ANALISA TORRES
United States District Judge