

K22-561

AMENDMENT NO. 5 TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

PHELPS DUNBAR, L.L.P.

THIS AMENDMENT (the "Amendment") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "City"), and Phelps Dunbar, L.L.P., represented by Kim M. Boyle, Partner (the "Contractor"). The City and the Contractor are sometimes collectively referred to as the "Parties." This Amendment is effective as of May 21, 2022 (the "Effective Date").

RECITALS

WHEREAS, on November 7, 2019, the City and the Contractor entered into a professional services agreement for outside counsel legal services relating to the following matter: *Downtown Development District of the City of New Orleans v. The City of New Orleans et al., Civil District Court for the Parish of Orleans*, Case No. 2018-3901, Division I-14 (the "Agreement"); and

WHEREAS, the Parties agreed to amend the Agreement four (4) times to extend its term and increase compensation for continuity of services; and

WHEREAS, the City and the Contractor, each having the authority to do so, now desire to enter this Amendment to ensure continuity of services by increasing compensation and extending the term.

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

1. **Extension**. In accordance with Article V Section B of the Agreement the term is extended for an additional one (1) year from May 21, 2022 through May 20, 2023.
2. **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.
3. **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.
4. **Prior Terms Binding**. Except as otherwise provided by this Amendment, the terms and conditions of the Agreement 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.

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[SIGNATURES CONTAINED ON NEXT PAGE]

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

CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

for

Executed on this 17th of January, 2022²³

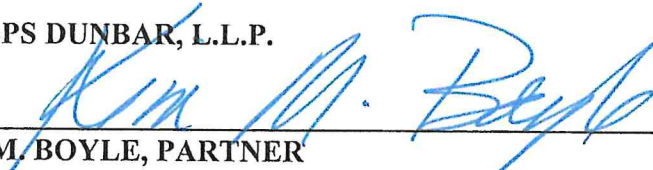
FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Tyle

PHELPS DUNBAR, L.L.P.

BY: 
KIM M. BOYLE, PARTNER

FEDERAL TAX I.D.