

AMENDMENT NO. 5 PROFESSIONAL SERVICES AGREEMENT**BETWEEN****THE CITY OF NEW ORLEANS****AND****DAVILLIER LAW GROUP, L.L.C.****REQUEST FOR PROPOSALS 2310-02501**

THIS THIRD AMENDMENT (the "**Amendment**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Davillier Law Group, L.L.C., represented by Daniel E. Davillier, Manager (the "**Contractor**"). The City and the Contractor may sometimes be collectively referred to as the "**Parties**." The Amendment is effective as of date executed by City (the "**Effective Date**").

RECITALS

WHEREAS, on September 16, 2019, the City and the Contractor entered into a professional services agreement to provide professional services for outside legal counsel for the NOPD Consent Decree (the "**Agreement**"); and

WHEREAS, on July 20, 2021 the City and the Contractor entered into Amendment No.1 to the Agreement to extend the term and add provisions to the agreement

WHEREAS, on June 22, 2022, the City and the Contractor entered into Amendment No.2 to the Agreement to extend the term, increase the compensation, and add provisions to the agreement;

WHEREAS, on April 28, 2023, the City and the Contractor entered into Amendment No.3 to the Agreement to extend the term, increase the compensation, and add provisions to the agreement;

WHEREAS, on August 31, 2023, the City and the Contractor entered into Amendment No. 4 to the Agreement to extend the term and increase the compensation;

WHEREAS, the City and the Contractor each having the authority to do so, now desire to amend the Agreement for the first time to extend the duration for continuity of services and increase compensation.

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

1. **Extension.** In accordance with Paragraph B under Article V of the Agreement, the term is extended for one year from the Effective Date through September 15, 2024 remains unchanged.

2. **Compensation.** The compensation described in Article IV, Section B of the Agreement is increased by \$200,000.00 from \$400,000.00 to a total amount not to exceed \$600,000.00.

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. **Cost Recovery.** In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations.

5. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

6. **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.

7. **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.

[The remainder of this page is intentionally left blank]

[SIGNATURES CONTAINED ON NEXT PAGE]

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

CITY OF NEW ORLEANS

BY: [Signature]
LATOYA CANTRELL, MAYOR

Executed on this 10th day of October, 2023

FORM AND LEGALITY APPROVED:
Law Department

By: [Signature]

Printed Name: Tracy Tyle

DAVILLIER LAW GROUP, L.L.C.

BY: [Signature]
DANIEL E. DAVILLIER, MANAGER

[Redacted]
FEDERAL TAX NO.