

# AMENDMENT NO. 5 TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

THE DAVENPORT GROUP USA, LTD.

**THIS FIFTH AMENDMENT (“Amendment”)** is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “City”), and The Davenport Group USA, LTD., represented by Ben Davenport, Agent (“**Davenport**” or the “**Contractor**”). The City and the Contractor are sometimes collectively referred to as the “**Parties**.” The Amendment is effective as of **March 15, 2023** (the “**Effective Date**”).

## RECITALS

**WHEREAS**, on and effective March 15, 2018, the City and the Contractor entered into a Professional Services Agreement (the “**Agreement**”) to maintain and support the existing technology solution used to support the issuance and enforcement of all permits, planning projects, work orders, code enforcement, and licenses known as City Land Management (“**LAMA**”);

**WHEREAS**, the Contractor is the sole source provider and therefore is the only party who can provide support and maintenance services;

**WHEREAS**, on January 14, 2019, effective March 15, 2019, the City and the Contractor amended the Agreement for the first time to extend the term for an additional one (1) year and to increase the compensation (“**Amendment No. 1**”);

**WHEREAS**, on March 13, 2020, effective March 15, 2020, the City and the Contractor amended the Agreement for the first time to extend the term for an additional one (1) year and to increase the compensation (“**Amendment No. 2**”);

**WHEREAS**, on December 28, 2020, effective March 15, 2021, the City and the Contractor amended the Agreement for the first time to extend the term for an additional one (1) year and to increase the compensation (“**Amendment No. 3**”);

**WHEREAS**, on April 12, 2022, effective March 15, 2022, the City and the Contractor amended the Agreement for the first time to extend the term for an additional one (1) year and to increase the compensation (“**Amendment No. 4**”); and

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

**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 1 year from the Effective Date through **March 14, 2024**.

**2. Compensation.** The compensation described in Article IV Section B of the Agreement is increased by **\$110,849.00** to a total amount not to exceed **\$667,094.67**.

3. **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."

4. **Audit and Other Oversight.** It is agreed that the Contractor will abide by all provisions of City Code §2-1120, including but not limited to City Code § 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. In signing this contract, the Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

5. **Employee Verification.** The Contractor swears that (i) it is in compliance with La. R.S. 38:2212.10, and is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Contractor a sworn affidavit verifying compliance with items (i) and (ii) above. The Contractor acknowledges and agrees that any violation of the provisions of this paragraph may subject this Agreement to cancellation and may further result in the Contractor being ineligible for any public contract for a period of 3 years from the date the violation is discovered. The Contractor further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the cancellation of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of La. R.S. 38:2212.10. The Contractor agrees to provide to the City a sworn affidavit attesting to the above provisions if requested by the City to do so; failure to provide such affidavit upon request shall give the City the option to cancel this Agreement.

6. **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.

7. **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.

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

9. **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

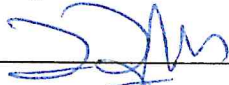
BY: 

LATOYA CANTRELL, MAYOR

Executed on this 9<sup>th</sup> of May, 2023.

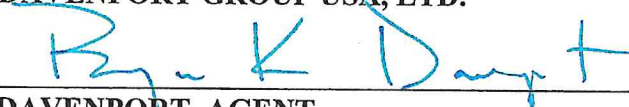
FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy W.

THE DAVENPORT GROUP USA, LTD.

BY: 

BEN DAVENPORT, AGENT

  
TAX I.D.

[END OF AMENDMENT]