

K23-353

**FIFTH AMENDMENT TO THE CONTRACT**

**BY AND BETWEEN**

**THE CITY OF NEW ORLEANS**

**AND**

**BATTURE, LLC**

**RFQ NO. 500C-02348**

**ST. ANTHONY GREEN STREETS**

**THIS FIFTH AMENDMENT** (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Batture, LLC, represented by <Name>, <Title> (the “**Contractor**”). The City and the Contractor are sometimes collectively referred to as the “**Parties.**” The Amendment is effective as of April 26, 2023 (the “**Effective Date**”).

**RECITALS**

**WHEREAS**, the City and the Contractor entered into a Professional Services Agreement on April 26, 2018 (the “**Agreement**”);

**WHEREAS**, the City and the Contractor entered into the First Amendment to extend the term for one year, add Exhibit F, and update language provisions;

**WHEREAS**, the City and the Contractor entered into the Second Amendment to extend the term for one year;

**WHEREAS**, the City and the Contractor entered into the Third Amendment to extend the term for one year for continuity of services, increase compensation and scope, update and add terms and provisions;

**WHEREAS**, the City and the Contractor entered into the Fourth Amendment to extend the term for one year for continuity of services, increase compensation and scope, update and add terms and provisions; and

**WHEREAS**, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term for one year and to update terms and provisions;

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

1. **Extension.** In accordance with Article VI, sub-section 6, of the Agreement, the term of the Agreement is extended for one year, from the Effective Date through April 25, 2024.
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 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.

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, as amended, remain in full force and effect.
5. **Electronic Signature and Delivery.** The City and the Contractor 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]**

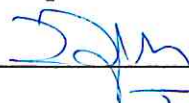
IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY:   
LATOYA CANTRELL, MAYOR

Executed on this 28<sup>th</sup> of April, 2023

FORM AND LEGALITY APPROVED:  
Law Department

By:   
Printed Name: Tracy Wyle

BATTURE, LLC

BY:   
Robert Mora, Managing Partner

  
FEDERAL TAX I.D.