

1st AMENDMENT TO:

PO# 2000313776  
OCR# N/A  
CFMS # N/A  
AMENDMENT # 1  
DUNS# 847033198

CONTRACT FOR PROFESSIONAL SERVICES

BETWEEN

STATE OF LOUISIANA

OCD-DRU

AND

FISHMAN HAYGOOD, L.L.P.

EFFECTIVE: APRIL 1, 2018

AMENDMENT PROVISIONS:

RECEIVED  
OFFICE OF  
COMMUNITY DEVELOPMENT  
2018 AUG - 1 PM 4: 12  
DISASTER RECOVERY UNIT

CHANGE AGREEMENT FROM:

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**III. COMPENSATION**

In consideration of services described hereinabove, State hereby agrees to pay Counsel as follows:

For services under Section I, paragraph A above:

John D. Werner (greater than 10 years experience)	\$295/hour
Megan Riess (greater than 10 years experience)	\$295/hour
F. Christopher Wooten (5-10 years experience)	\$190/hour
Martha A. Thibaut (3-5 years experience)	\$160/hour
Sarah Yednock (less than 3 years experience)	\$125/hour
Steven Cheatham (less than 3 years experience)	\$125/hour

Mark Macmurdo (less than 3 years experience)	\$125/hour
Paralegal	\$45/hour

For services under Section I, paragraphs B and C above:

Attorney (greater than 10 years experience)	\$225/hour
Attorney (5-10 years experience)	\$175/hour
Attorney (3-5 years experience)	\$150/hour
Attorney (les than 3 years experience)	\$125/hour
Paralegal	\$45/hour

The total of all sums payable by the State under this contract, including fees and reimbursement of expenses, shall not exceed \$80,000.00. This maximum amount is subject to amendment based on the level of need for services, upon agreement of the parties and duly executed amendment formally approved by the Louisiana Office of State Procurement, Professional Contracts. It is the responsibility of the Counsel to advise the State in advance if contract funds or contract terms may be insufficient to complete contract objectives.

Counsel will submit, at the end of each calendar month, an itemization of all work performed listing time by date for work performed by hours, down to the tenth of an hour, with specific reference to the nature of the work performed (e.g., drafting of contract, research, client conference, etc.). Travel expenses will be paid in accordance with PPM 49. Invoices for services shall be submitted by Counsel to DOA Deputy Executive Counsel for review and approval. All billings by Counsel for services rendered shall be submitted in compliance with LSA - R.S. 39:1618 and PPM 50. Payment shall be issued upon approval by the DRU Financial Director or his designee.

Counsel shall be reimbursed for out-of-pocket expenses in accordance with the regulations issued by the Division of Administration. Travel time, at the direction and for the convenience of the State, is billable as services in accordance with PPM 50 at one-half the agreed upon pay rate if done during normal working hours and if it does not cause service charges for the day to exceed eight hours. Counsel agrees to comply with the instructions on Attachment #1 when submitting invoices.

Counsel agrees to submit monthly statements. It is understood that should Counsel fail to submit statements within thirty (30) days following the end of each month, State shall not be responsible for payment thereof without the express written authorization of DRU Legal Counsel.

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Attorney (greater than 10 years experience)	\$225/hour
Attorney (5-10 years experience)	\$175/hour
Attorney (3-5 years experience)	\$150/hour
Attorney (less than 3 years experience)	\$125/hour
Paralegal	\$45/hour

The total of all sums payable by the State under this contract, including fees and reimbursement of expenses, shall not exceed \$180,000. This maximum amount is subject to amendment based on the level of need for services, upon agreement of the parties and duly executed amendment formally approved by the Louisiana Office of State Procurement, Professional Contracts. It is the responsibility of the Counsel to advise the State in advance if contract funds or contract terms may be insufficient to complete contract objectives.

Counsel will submit, at the end of each calendar month, an itemization of all work performed listing time by date for work performed by hours, down to the tenth of an hour, with specific reference to the nature of the work performed (e.g., drafting of contract, research, client conference, etc.). Travel expenses will be paid in accordance with PPM 49. Invoices for services shall be submitted by Counsel to DOA Deputy Executive Counsel for review and approval. All billings by Counsel for services rendered shall be submitted in compliance with LSA - R.S. 39:1618 and PPM 50. Payment shall be issued upon approval by the DRU Financial Manager or designee.

A penalty of \$100 per day for each business day a completed work product exceeds the agreed upon completion date will be assessed against accounts payable to the Counsel under this Agreement. The penalty shall be limited to the dollar amount for the completed work product delayed, agreed to by both Counsel and OCD, or \$5,000, whichever is less. The Counsel shall not be assessed a penalty for delays due to circumstances not subject to its control.

Counsel shall be reimbursed for out-of-pocket expenses in accordance with the regulations issued by the Division of Administration. Travel time, at the direction and for the convenience of the State, is billable as services in accordance with PPM 50 at one-half the agreed upon pay rate if done during normal working hours and if it does not cause service charges for the day to exceed eight hours. Counsel agrees to comply with the instructions on Attachment #1 when submitting invoices.

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Add:

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## **VI. MISCELLANEOUS PROVISIONS**

### **P. Prohibition of Discriminatory Boycotts of Israel**

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Counsel, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Counsel, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

**REASON FOR AMENDMENT:**


To increase by \$100,000 to allow for continued legal services associated with various projects funded by federal National Disaster Resilience and Great Floods of 2016 resources.

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ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

The State of Louisiana, Division of Administration, Office of Community Development and Fishman, Haygood, L.L.P. have caused this Amendment to be executed by their respective duly authorized representatives on the dates below but effective as of the date first set forth above.

**OFFICE OF COMMUNITY DEVELOPMENT**

By: 

Name: Patrick W. Forbes  
Executive Director

Title: \_\_\_\_\_

Date: 8.24.18

**DIVISION OF ADMINISTRATION**

By: 

Name: Desiree Honoré Thomas  
Title: Assistant Commissioner

Date: 8/29/2018

**COUNSEL** Fishman Haygood, L.L.P.

By: 

Name: Lewis Remy, Jr.

Title: Partner

Date: 8/11/2018