

K16-452

**AMENDMENT NO. 6 TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF NEW ORLEANS  
AND  
BASILE J. UDDO**

**THIS SIXTH AMENDMENT** (the “**Amendment**”) is entered into by and between the City of New Orleans, through the Council of the City of New Orleans (the “**Council**”), represented by Stacy Head, Council President (the “**City**”), and Basile J. Uddo, attorney-at-law (the “**Contractor**”). This Amendment is effective as of January 1<sup>st</sup>, 2016 (the “**Effective Date**”).

**WHEREAS**, on January 1<sup>st</sup>, 2010, the City and the Contractor entered into a professional services agreement to provide legal, technical and/or policy advice and assistance on cable and telecommunication matters referred to the Council Utilities Regulatory Office (the “**Agreement**”);

**WHEREAS**, from 2011 through 2014, the City and the Contractor agreed to amend the Agreement by renewing its term for continuity of services;

**WHEREAS**, on November 20, 2014, the Council adopted Motion M-14-496 to extend the term of the Agreement, as amended, on a monthly basis while the Council prepares and issues a new request for proposals to hire a firm or an individual to serve as special counsel to the Council in connection with cable and telecommunication matters;

**WHEREAS**, on January 1<sup>st</sup>, 2015, the Council and the Contractor agreed to extend the term of the Agreement, as amended, on a monthly basis and to increase the compensation of the Contractor;

**WHEREAS**, the Council and the Contractor, each having the authority to do so, now desire to enter this Amendment to continue extending the term of the Agreement, as amended, on a month-to-month basis for the purpose of continuity of services.

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

1. **Extension.** The Agreement, as amended, is extended on a month-to-month basis. Said extension commences on the Effective Date and it shall expire no later than December 31, 2016.

2. **Compensation.** The Contractor will continue to be paid at the hourly billing rate of \$300.00 per hour. The maximum compensation to be paid to the Contractor from the Effective Date through December 31, 2016 shall not exceed \$160,000.00.

3. **Conflict of Interest.** Article V of the Agreement, as amended, is supplemented with the following paragraph:

- **Conflict of Interest and Legal Services.** The Contractor expressly acknowledges that this Agreement is for the performance of professional legal services on behalf of the Client, the Council. Therefore, the Contractor

further acknowledges that it is bound by the Louisiana Rules of Professional Conduct. The Contractor represents that it has performed a conflicts check and affirms that no actual, perceived or potential conflicts exist. The Contractor acknowledges that it has an ongoing obligation to identify potential conflicts and to decline representation which presents a conflict. Any request for a conflict waiver must be presented to the Council in writing in accordance with the Louisiana Rules of Professional Conduct. Nevertheless, the Council is under no obligation to approve conflict waiver requests.

4. **Office of Inspector General.** The contents of Article XV of the Agreement, as amended, is substituted by the following provision:

- **Audit and Other Oversight.** 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 subject to attorney-client privilege. Failure to comply with such requests shall constitute a material breach of the 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. **Convicted Felon Statement.** The Contractor swears that it complies with City Code § 2-8(c). No principal, member, or officer of the Contractor has, within the preceding five (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.

6. **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.

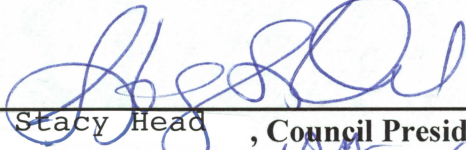
7. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement, as amended, remain in full force and effect.

**[The remainder of this page is left intentionally blank]**

**[SIGNATURES CONTAINED ON NEXT PAGE]**

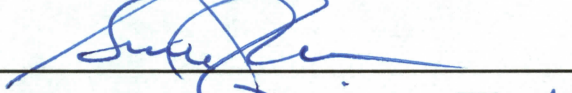
IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

**THE CITY OF NEW ORLEANS**

  
\_\_\_\_\_  
Stacy Head, Council President

Executed on this 10<sup>th</sup> of May, 2016

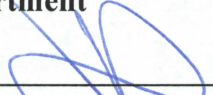
**BASILE J. UDDO, ATTORNEY-AT-LAW**

  
\_\_\_\_\_

Print Name: Basile J. Uddo

Taxpayer ID Number: 438-64-4582

**APPROVED:**  
**Law Department**

By:  \_\_\_\_\_

Printed Name: Tulio C. Meyer