

K12-182

1 AMENDMENT TO
2 AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
3 THE CITY OF NEW ORLEANS
4 AND
5 UDDO, BEATMANN & CODE/BASILE J. UDDO

6 THIS AGREEMENT is made and entered into as of the 1st day of January 2012, by and
7 between the City of New Orleans, herein represented by Jacquelyn B. Clarkson, President of the
8 Council of the City of New Orleans (hereinafter referred to as "City"), and the law firm of Uddo,
9 Beatmann & Code/Basile J. Uddo (herein represented by "Contractor")

10 WITNESSETH

11 WHEREAS, the City Council desires to engage qualified and professional service
12 consultants to provide cable/telecommunications consulting services to the City Council; and

13 WHEREAS, pursuant to Motion M-09-621 and the terms of the Request for
14 Qualifications the Council is hereby authorized to renew and extend its existing 2011 contract
15 with the firm of Uddo Beatmann & Code/Basile J. Uddo for the calendar year 2012; and

16 WHEREAS, pursuant to Motion M-11-547 adopted on November 17, 2011, the
17 President of the Council is hereby authorized to sign a contract amendment with the firm of
18 Uddo, Beatmann & Code/Basile J. Uddo extending the contract through 2012 and increasing the
19 maximum compensation under such contract by One Hundred Sixty Thousand Dollars
20 (\$160,000.00); now, therefore

21 WHEREAS, all parties to the agreements dated January 1, 2010 desire to amend the
22 agreement and have the necessary authority to do so.

THEREFORE, IT IS HEREBY AGREED:

1
2 1. To increase the maximum compensation payable under the terms of this
3 agreement by "\$160,000.00" thereby increasing the amount on line 23 of page 3
4 of 9 and lines 1 and 3 of page 4 of 9 of the Agreement dated January 1, 2010 for
5 the firm of Uddo Beatmann & Code/Basile J. Uddo. The maximum compensation
6 for all services including professional hours and expenses shall not exceed Four
7 Hundred Eighty Thousand Dollars (\$480,000.00). If there are any necessary and
8 ordinary expenses attached to the work of the firm of Uddo Beatmann &
9 Code/Basile J. Uddo these expenses shall be reimbursable by the City but the total
10 amount of such expenses, in addition to the fees shall not exceed Four Hundred
11 Eighty Thousand Dollars (\$480,000.00).

12 2. To change the termination date of the agreement by deleting the date, "December
13 31, 2011" on line 12 of page 7 of 9 and inserting in lieu thereof the date
14 "December 31, 2012".

15 3. Convicted felon provision

16 The Contractor swears that it complies with Section 2-8 (c) of the Code of the
17 City of New Orleans. No Contractor principal, member, or officer has, within the
18 preceding five years, been convicted of, or pled guilty to, a felony under state or
19 federal statutes for embezzlement, theft of public funds, bribery, or falsification or
20 destruction of public records.

21 4. Non-Solicitation

22 The Contractor swears that it has not employed or retained any company or
23 person, other than a bona fide employee working solely for him, to solicit or
24 secure the subject contract. The Contractor has not paid or agreed to pay any

1 person, other than a bona fide employee working for him, any fee, commission,
2 percentage, gift, or any other consideration contingent upon or resulting from the
3 subject contract.

4 5. Inspector General Cooperation

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

12 6. Ownership Interest

13 The Contractor shall provide a sworn affidavit listing all persons, natural or
14 artificial, with an ownership interest in the Contractor and stating that no other
15 person holds an ownership interest in the contractor via a counter letter. For the
16 purposes hereof, an "ownership interest" shall not be deemed to include
17 ownership of stock in a publicly traded corporation or ownership of an interest in
18 a mutual fund or trust that holds an interest in a publicly traded corporation. If the
19 Contractor fails to submit the required affidavits, the City may, after 30 days'
20 written notice to the prime Contractor, take such action as may be necessary to
21 cause the suspension of any further payments until such the required affidavits are
22 submitted.

7. Subcontractor Reporting

The Contractor shall provide a list of all persons, natural or artificial, who are retained by the Contractor at the time of the contract's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the city. In regard to any subcontractor proposed to be retained by the Contractor to perform work on the contract with the city, the Contractor must provide notice to the city within 30 days of retaining said subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after 30 days' written notice to the prime Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required lists and notices are submitted.

IN WITNESS WHEREOF:

ATTEST

CITY OF NEW ORLEANS

Jacquelyn B. Clarkson 4/5/12
Jacquelyn B. Clarkson
City Council President

Karen A. Bouffard

Karen A. Bouffard

Basile J. Uddo
Uddo Beatmann & Code/Basile J. Uddo

Jerry A. Beatmann, Jr.

Jerry A. Beatmann, Jr.

By: Basile J. Uddo

Approved: *[Signature]*

Law Department

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