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**AMENDMENT TO**  
**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN**  
**THE CITY OF NEW ORLEANS**  
**AND**  
**SNR DENTON US LLP**

**THIS AGREEMENT** is made and entered into as of the 1<sup>st</sup> day of January 2013 and between the Council of the City of New Orleans, represented by Stacy Head, President of the Council (hereinafter referred to as “City”) and the firm of SNR Denton US LLP (hereinafter referred to as “Contractor”)

**WITNESSETH**

**WHEREAS**, to address the complex legal and technical issues necessary to properly meet its responsibility, the Council has selected SNR Denton US LLP, in accordance with the competitive selection process required by the Home Rule Charter; and

**WHEREAS**, pursuant to Rule 45, the City Council adopted Motion M-11-406 on September 1, 2011, directing the Council staff to issue a Request for Qualifications to initiate a competitive selection process to obtain consultants with expertise essential to assisting the Council in effectuating its regulatory authority over electric and gas utilities in New Orleans; and

**WHEREAS**, pursuant to Motions M-11-574 (As Amended), and M-12-59 the City Council approved the recommendation of the Council Utilities Committee that the firm of SNR Denton US LLP be retained to provide utility consulting services in the area of the Council’s electric and gas regulatory responsibility; and



1           3.     Convicted felon

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

7           4.     Non-Solicitation

8           The Contractor swears that it has not employed or retained any company  
9           or person, other than a bona fide employee working solely for him, to  
10          solicit or secure the subject contract. The Contractor has not paid or  
11          agreed to pay any person, other than a bona fide employee working for  
12          him, any fee, commission, percentage, gift, or any other consideration  
13          contingent upon or resulting from the subject contract.

14          5.     Inspector General cooperation

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

1           6.     Ownership Interest

2           The Contractor shall provide a sworn affidavit listing all persons, natural  
3           or artificial, with an ownership interest in the Contractor and stating that  
4           no other person holds an ownership interest in the contractor via a counter  
5           letter. For the purposes hereof, an "ownership interest" shall not be  
6           deemed to include ownership of stock in a publicly traded corporation or  
7           ownership of an interest in a mutual fund or trust that holds an interest in a  
8           publicly traded corporation. If the Contractor fails to submit the required  
9           affidavits, the City may, after 30 days' written notice to the prime  
10          Contractor, take such action as may be necessary to cause the suspension  
11          of any further payments until such the required affidavits are submitted.

12          7.     Subcontractor Reporting


13          The Contractor shall provide a list of all persons, natural or artificial, who  
14          are retained by the Contractor at the time of the contract's execution and  
15          who are expected to perform work as subcontractors in connection with  
16          the Contractor's work for the city. In regard to any subcontractor proposed  
17          to be retained by the Contractor to perform work on the contract with the  
18          city, the Contractor must provide notice to the city within 30 days of  
19          retaining said subcontractor. If the Contractor fails to submit the required  
20          lists and notices, the City may, after 30 days' written notice to the prime

1 Contractor, take such action as may be necessary to cause the suspension of any further  
2 payments until such the required lists and notices are submitted.

3 **IN WITNESS WHEREOF:**

4 ATTEST

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CITY COUNCIL  
  
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Stacy Head  
City Council President

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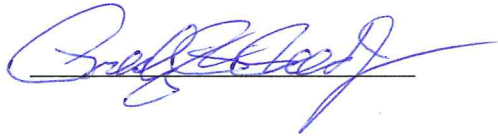
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SNR Denton US LLP

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By: Clinton Vince, Esq.,  
Shareholder, Partner  
1301 K. Street, NW  
Suite 600, East Tower  
Washington D.C. 20005

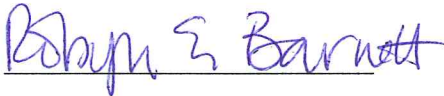
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Approved:   
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Law Department

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