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AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF NEW ORLEANS
AND
PAILET, MEUNIER, AND LEBLANC, L.L.P, CPAs

THIS AGREEMENT is made and entered into as of the 1st day of January 2014 and between the Council of the City of New Orleans, represented by Jacquelyn B. Clarkson, President of the Council (hereinafter referred to as “City”) and the Accounting Firm of Paillet, Meunier and LeBlanc, L.L.P, CPAs (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 the Accounting Firm of Paillet, Meunier and LeBlanc, L.L.P, CPAs 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 Motion M-11-578, the City Council approved the recommendation of the Council Utilities Committee that the Accounting Firm of Paillet,

1 Meunier and LeBlanc, L.L.P, CPAs be retained to provide utility consulting services in
2 the area of the Council's electric and gas regulatory responsibility; and

3 **WHEREAS**, the Council desires to authorize a contract amendment and
4 extension with the Accounting Firm of Paillet, Meunier and LeBlanc, L.L.P, CPAs to
5 assist in meeting the Council's regulatory responsibility to the City and its ratepayers; and

6 **WHEREAS**, by Motion M-13-439, adopted on November 21, 2013, the President
7 of the Council is hereby authorized to sign a contract amendment with the Accounting
8 Firm of Paillet, Meunier and LeBlanc, L.L.P, CPAs extending the contract through 2014
9 and increasing the maximum compensation under such contract by Two Hundred
10 Thousand Dollars (200,000.00), now, therefore

11 **WHEREAS**, all parties to the agreement dated January 1, 2012 desire to amend
12 the agreement and have the necessary authority to do so.

13 **THEREFORE, IT IS HEREBY AGREED:**

- 14 1. To increase the maximum compensation payable under the terms of this
15 agreement by "\$200,000.00" thereby increasing the amount on line 21 of
16 page 3, line 1 of page 4 of 12 of the Agreement dated January 1, 2012 for
17 the Accounting Firm of Paillet, Meunier and LeBlanc, L.L.P, CPAs The
18 maximum compensation for all services including professional hours and
19 expenses shall not exceed Six Hundred Fifty Thousand Dollars
20 (650,000.00). If there are any necessary and ordinary expenses attached to
21 the work of the Firm of Accounting Firm of Paillet, Meunier and LeBlanc,
22 L.L.P, CPAs these expenses shall be reimbursable by the City but the total
23 amount of such expenses, in addition to the fees shall not exceed Six

1 Hundred Fifty Thousand Dollars (\$650,000.00).

2 2. To change the termination date of the agreement by deleting the date,
3 "December 31, 2013" on line 18 of page 8 of 12 and inserting in lieu
4 thereof the date "December 31, 2014".

5 3. Convicted felon

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

11 4. Non-Solicitation

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

18 5. Inspector General cooperation

19 It is agreed that the contractor or applicant will abide by all provisions of
20 City Code §2-1120, including but not limited to City Code §2-1120(12),
21 which requires the contractor to provide the Office of Inspector General
22 with documents and information as requested. Failure to comply with
23 such requests shall constitute a material breach of the contract. In signing

1 this contract, the contractor agrees that it is subject to the jurisdiction of
2 the Orleans Parish Civil District Court for purposes of challenging a
3 subpoena.

4 6. Ownership Interest

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

15 7. Subcontractor Reporting

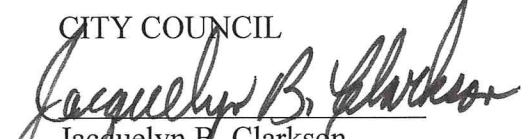
16 The Contractor shall provide a list of all persons, natural or artificial, who
17 are retained by the Contractor at the time of the contract's execution and
18 who are expected to perform work as subcontractors in connection with
19 the Contractor's work for the city. In regard to any subcontractor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

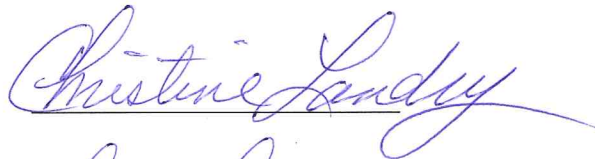
lists and notices, the City may, after 30 days' written notice to the prime Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required lists and notices are submitted.

1 **IN WITNESS WHEREOF:**


2 ATTEST

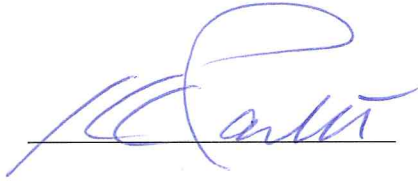
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CITY COUNCIL

Jacquelyn B. Clarkson
City Council President

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Paillet, Meunier and LeBlanc, LLC

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By: Kenneth Paillet, Managing Partner
3421 Causeway Blvd.
Suite 701
Metairie, LA 70002

7207572010 B
Federal ID Number

17 Approved: 
18 Law Department
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