

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

6 THIS AGREEMENT is made and entered into as of the 1st day of January 2014, 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 Basile
9 J. Uddo (herein referred to as "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 2013 contract
15 with the firm of Uddo Beatmann & Code/Basile J. Uddo for the calendar year 2014; and

16 WHEREAS, the law firm of Uddo Beatmann & Code has disbanded, resulting in senior
17 partner Basile J. Uddo—who served as the firm’s representative on the January 1, 2010 agreement
18 and since that time has been the firm’s point of contact with the City Council for all purposes
19 related to the contract—continuing to practice as successor-in-interest to the law firm as “the law
20 firm of Basile J. Uddo;” and

21 WHEREAS, pursuant to Motion M-13-487 adopted on December 19, 2013, the
22 President of the Council is hereby authorized to sign a contract amendment with the firm of
23 Basile J. Uddo extending the contract through 2014 and increasing the maximum compensation
24 under such contract by One Hundred Sixty Thousand Dollars (\$160,000.00); and

1 **WHEREAS**, the Chair of the Cable, Telecommunications and Technology Committee,
2 the Director of the City Council Utilities Regulatory Office and the Committee Consultants
3 worked to produce Billing Guidelines for the Consultants which resulted in the establishment of
4 “City Utility Regulatory Office (CURO) Billing Practices Policy for Cable, Telecommunications
5 and Technology Committee Advisors October 3, 2013;” and

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

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

- 9 1. The Agreement dated January 1, 2010 is amended to substitute “Basile J. Uddo”
10 where reference is made to “Uddo Beatmann & Code/Basile J. Uddo” as the
11 contracting party at page one lines 5 and 8-9, page two lines 3-4, 6 and 8-9, page
12 three lines 22-23, page four lines 2 and 3-4, and page nine line 10.
- 13 2. To increase the maximum compensation payable under the terms of this
14 agreement by "\$160,000.00" thereby increasing the amount on line 23 of page 3
15 of 9 and lines 1 and 3 of page 4 of 9 of the Agreement dated January 1, 2010. The
16 maximum compensation for all services including professional hours and
17 expenses shall not exceed Eight Hundred Thousand Dollars (\$800,000.00). If
18 there are any necessary and ordinary expenses attached to the work of the firm of
19 Basile J. Uddo these expenses shall be reimbursable by the City but the total
20 amount of such expenses, in addition to the fees shall not exceed Eight Hundred
21 Thousand Dollars (\$800,000.00).
- 22 3. To change the termination date of the agreement by deleting the date, "December
23 31, 2013" on line 12 of page 7 of 9 and inserting in lieu thereof the date
24 "December 31, 2014".

1 4. The law firm of Basile J. Uddo will submit invoices that conform with the “City
2 Utility Regulatory Office (CURO) Billing Practices Policy for Cable,
3 Telecommunications and Technology Committee Advisors October 3, 2013” as
4 may be amended from time-to-time.

5 5. Convicted Felon Provision

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

11 6. Non-Solicitation

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

18 7. Inspector General Cooperation

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

1 District Court for purposes of challenging a subpoena.

2 8. Ownership Interest

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



13 9. Subcontractor Reporting

14 The Contractor shall provide a list of all persons, natural or artificial, who are
15 retained by the Contractor at the time of the contract's execution and who are
16 expected to perform work as subcontractors in connection with the Contractor's
17 work for the city. In regard to any subcontractor proposed to be retained by the
18 Contractor to perform work on the contract with the city, the Contractor must
19 provide notice to the city within 30 days of retaining said subcontractor. If the
20 Contractor fails to submit the required lists and notices, the City may, after 30
21 days' written notice to the prime Contractor, take such action as may be necessary
22
23
24

1 to cause the suspension of any further payments until the required lists and notices
2 are submitted.

3
4 **IN WITNESS WHEREOF:**

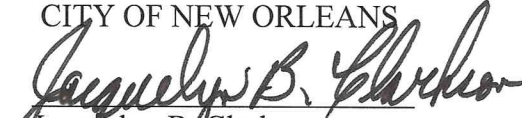
5 ATTEST

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7 _____
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14 Approved: _____

15 Law Department
16

CITY OF NEW ORLEANS


Jacquelyn B. Clarkson
City Council President


Basile J. Uddo

By: Basile J. Uddo

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3445 North Causeway Blvd.
Metairie, LA 70002

~~38-3738725~~ 438-64-4582
Taxpayer ID Number