

K15-151

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF NEW ORLEANS
AND
LEGEND CONSULTING GROUP LIMITED

THIS AGREEMENT is made and entered into as of the 1st day of January 2015 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 Legend Consulting Group Limited (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 Legend Consulting Group Limited, 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-11-577 the City Council approved the recommendation of the Council Utilities Committee that the firm of Legend Consulting Group Limited be retained to provide utility consulting services in the area of the Council’s electric and gas regulatory responsibility; and

1 2. To change the termination date of the agreement by deleting the date,
2 "December 31, 2014" on line 16 of page 8 of 12 and inserting in lieu
3 thereof the date "December 31, 2015".

4 3. Convicted felon

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

10 4. Non-Solicitation

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

17 5. Inspector General cooperation

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

1 such requests shall constitute a material breach of the contract. In signing
2 this contract, the contractor agrees that it is subject to the jurisdiction of
3 the Orleans Parish Civil District Court for purposes of challenging a
4 subpoena.

5 6. Ownership Interest

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

16 7. Subcontractor Reporting

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

1 retaining said subcontractor. If the Contractor fails to submit the required
2 lists and notices, the City may, after 30 days' written notice to the prime
3 Contractor, take such action as may be necessary to cause the suspension
4 of any further payments until such the required lists and notices are
5 submitted.

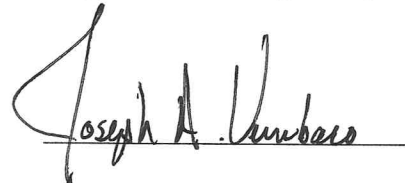
6 **IN WITNESS WHEREOF:**

7 ATTEST


8 CITY COUNCIL

9 _____
10 _____
11 
12 _____
13 _____
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
Stacy Head
City Council President

Legend Consulting Group Limited



By: Joseph A. Vumbaco
President
8055 East Tufts Avenue
Suite 1250
Denver, Colorado 80237-2835
841153900
Federal ID Number

Approved: 
_____ Law Department