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AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF NEW ORLEANS
AND
WILKERSON AND ASSOCIATES, PLC

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 Wilkerson and Associates, PLC (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 Wilkerson and Associates, PLC, 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-11-573, the City Council approved the recommendation of the Council Utilities Committee that the firm of Wilkerson and Associates, PLC be retained to provide utility consulting services in the area of the Council’s electric and gas regulatory responsibility; and

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WHEREAS, the Council desires to authorize a contract amendment and extension with Wilkerson and Associates, PLC to assist in meeting the Council's regulatory responsibility to the City and its ratepayers; and

WHEREAS, by Motion M-14-506, adopted on November 20, 2014, the President of the Council is hereby authorized to sign a contract amendment with Wilkerson and Associates, PLC extending the contract through 2015 and increasing the maximum compensation under such contract by Eight Hundred Seventy-Five Thousand Dollars (875,000.00); and

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

THEREFORE, IT IS HEREBY AGREED:

1. To increase the maximum compensation payable under the terms of this agreement by "\$875,000.00" thereby increasing the amount on lines 17 and 21 of page 3 of 12 of the Agreement dated January 1, 2012 for Wilkerson and Associates, PLC. The maximum compensation for all services including professional hours and expenses shall not exceed Three Million Four Hundred Thirty-two Thousand Dollars (3,432,000.00). If there are any necessary and ordinary expenses attached to the work of the Firm of Wilkerson and Associates, PLC these expenses shall be reimbursable by the City but the total amount of such expenses, in addition to the fees shall not exceed Three Million Four Hundred Thirty-two Thousand Dollars (3,432,000.00).

1 2. To change the termination date of the agreement by deleting the date,
2 "December 31, 2014" on line 12 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 such requests shall constitute a material breach of the contract. In signing
23 this contract, the contractor agrees that it is subject to the jurisdiction of

1 the Orleans Parish Civil District Court for purposes of challenging a
2 subpoena.

3 6. Ownership Interest

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

14 7. Subcontractor Reporting

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

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


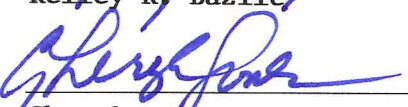
5 **IN WITNESS WHEREOF:**

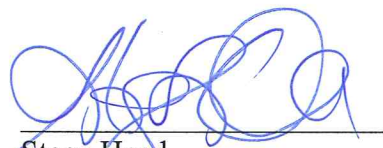
6 ATTEST

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CITY COUNCIL

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10 Kelley R. Bazile
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12 Cheryl A. Jones


Stacy Head
City Council President

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Wilkerson & Associates, PLC
By: Walter J. Wilkerson, Esq.
Managing Partner
650 Poydras Street
Suite 1913
New Orleans, LA 70130
727-4427044

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Approved: 
City Attorney