

K15-1272

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE COUNCIL OF THE CITY OF NEW ORLEANS
AND
DON A. ROUZAN & ASSOCIATES, L.L.C.

THIS SECOND AMENDMENT (the “**Amendment**”) is entered into by and between the Council of the City of New Orleans, represented by Jason R. Williams, Council President (the “**Council**”), and Don A. Rouzan & Associates, L.L.C., represented by Don A. Rouzan, Owner and Manager-Member (the “**Contractor**”). This Amendment is made effective as of January 1st, 2016 (the “**Effective Date**”).

RECITALS

WHEREAS, on March 1st, 2014, the Council and the Contractor entered into a professional services agreement under which the Contractor agreed to serve as special counsel to the Council (the “**Agreement**”);

WHEREAS, the Council and the Contractor agreed once to amend the Agreement for continuity of services;

WHEREAS, on November 5, 2015, the Council adopted Motion M-15-529 to renew the Agreement, as amended, for the second time for continuity of services; and

WHEREAS, the Council and the Contractor, each having the authority to do so, now desire to enter this Amendment to extend the term of the Agreement, as amended, and to increase the compensation of the Contractor.

NOW THEREFORE, for good and valuable consideration, the Council and the Contractor amend the Agreement, as amended, as follow:

1. **Extension.** In accordance with Section 2 of Article IV of the Agreement, as amended, the term is extended for 1 year from the Effective Date through December 31, 2016.

2. **Compensation.** The maximum aggregate compensation payable described in Section 4 of Article III of the Agreement, as amended, is increased by \$50,000 to a new total amount not-to-exceed \$150,000.00.

3. **Conflict of Interest.** Section 2 of Article XIII of the Agreement, as amended, is modified to include the following:

- **Conflict of Interest and Legal Services.** The Contractor expressly acknowledges that this Agreement is for the performance of professional legal services on behalf of the Client, the Council. Therefore, the Contractor further acknowledges that it is bound by the Louisiana Rules of Professional Conduct. The Contractor represents that it has performed a conflicts check and affirms that no actual, perceived or potential conflicts exist. The Contractor acknowledges that it has an ongoing obligation to identify potential conflicts and to decline representation which presents a conflict. Any request for a conflict waiver must be presented to the Council in writing in accordance

with the Louisiana Rules of Professional Conduct. Nevertheless, the Council is under no obligation to approve conflict waiver requests.

4. **Office of Inspector General.** The contents of Section 3 of Article XIII of the Agreement, as amended, is substituted by the following provision:

- **Audit and Other Oversight.** The Contractor will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested subject to attorney-client privilege. Failure to comply with such requests shall constitute a material breach of the contract. The Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

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

6. **Non-Solicitation Statement.** The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

7. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement, as amended, remain in full force and effect.

[The remainder of this page is left intentionally blank]

[SIGNATURES CONTAINED ON NEXT PAGE]

IN WITNESS WHEREOF, the Council and the Contractor, through their duly authorized representatives, execute this Amendment.

COUNCIL FOR THE CITY OF NEW ORLEANS

BY: 

Jason R. Williams, Council President

Executed on the 2nd of March, 2015

DON A. ROUZAN & ASSOCIATES, L.L.C.

BY: 

Don A. Rouzan, Owner and Manager-Member

APPROVED:
Law Department

By: 

Printed Name: Julie P. Meyer