

K17-194

**AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF NEW ORLEANS  
AND  
DON A. ROUZAN & ASSOCIATES, L.L.C.**

**THIS THIRD AMENDMENT** (the “**Amendment**”) is entered into by and between the City of New Orleans, through the Council of the City of New Orleans (the “**Council**”), represented by Stacy Head, Council President (the “**City**”), and Don A. Rouzan & Associates, L.L.C., represented by Don A. Rouzan, Owner and Manager-Member (the “**Contractor**”). The City and the Contractor may sometimes be collectively referred to as the “**Parties.**” This Amendment is effective as of January 1<sup>st</sup>, 2017 (the “**Effective Date**”).

**RECITALS**

**WHEREAS**, on March 1<sup>st</sup>, 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**, from 2015 through 2016, the City and the Contractor agreed to renew the Agreement for continuity of services;

**WHEREAS**, on December 1, 2016, the Council adopted Motion M-16-583 to renew the Agreement, as amended, for continuity of services; and

**WHEREAS**, the City 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 for the purpose of continuity of services.

**NOW THEREFORE**, for good and valuable consideration, the Parties amend the Agreement, as amended, as follows:

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, 2017.

2. **Compensation.** The maximum aggregate compensation payable described in Section 4 of Article III of the Agreement, as amended, is increased by \$25,000.00 to a new total amount not-to-exceed \$175,000.00.

3. **Additional Miscellaneous Provision.** The following provision is added to the Agreement:

**ARTICLE XIII      General Provisions.**

(...)

**Section 16. Living Wages.** To the fullest extent permitted by law, the Contractor agrees to abide by City Code sections 70-801, et seq., which requires payment of a wage to covered employees equal to the amounts defined in the Code (“**Living Wage**”). If the Contractor fails to comply with the requirements of the Living Wage during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City.

4. 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.

5. 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.

6. 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.

7. Electronic Signature and Delivery. The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Amendment.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY:   
Stacy Head, Council President

Executed on this 15<sup>th</sup> of March, 2017.

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

BY:   
Don A. Rouzan, Owner and Manager-Member

APPROVED:  
Law Department

By: \_\_\_\_\_

Printed Name: Julie A. Myz