K12-183

1	AMENDMENT TO		
2	AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN		
3	THE CITY OF NEW ORLEANS		
4	AND		
5	AARON, P.L.C.		
6	THIS AGREEMENT is made and entered into as of the 1st day of January 2012,		
7	by and between the City of New Orleans, herein represented by Jacquelyn B. Clarkson,		
8	President of the Council of the City of New Orleans (hereinafter referred to as "City"),		
9	and the law firm of Aaron, P.L.C. (herein represented by "William D. Aaron, Jr.").		
10	WITNESSETH		
11	WHEREAS, the City Council desires to engage qualified and professional		
12	service consultants to provide cable/telecommunications consulting services to the City		
13	Council; and		
14	WHEREAS, pursuant to Motion M-09-621 and the terms of the Request for		
15	Qualifications the Council is authorized to renew and extend its existing 2011 contract		
16	with the firm of Aaron, P.L.C. for the calendar year 2012; and		
17	WHEREAS, pursuant to Motion M-11-546 adopted on November 17, 2011, the		
18	President of the Council is hereby authorized to sign a contract amendment with the firm		
19	of Aaron, P.L.C. extending the contract through 2012 and increasing the maximum		
20	compensation under such contract by Three Hundred Thousand Dollars (\$300,000.00);		
21	now, therefore		
22	WHEREAS, all parties to the agreements dated January 1, 2010 desire to amend		
23	the agreement and have the necessary authority to do so.		

Τ		THEREFORE, IT IS HEREBY AGREED:
2	1.	To increase the maximum compensation payable under the terms of this
3		agreement by "\$300,000.00" thereby increasing the amount on lines 2 and
4		5 of page 4 of 9 of the Agreement dated January 1, 2010 for the firm of
5		Aaron P.L.C. The maximum compensation for all services including
6		professional hours and expenses shall not exceed Nine Hundred Thousand
7		Dollars (\$900,000.00). If there are any necessary and ordinary expenses
8		attached to the work of the firm of Aaron, P.L.C. these expenses shall be
9		reimbursable by the City but the total amount of such expenses, in
10		addition to the fees shall not exceed Nine Hundred Thousand Dollars
11		(\$900,000.00).
12	2.	To change the termination date of the agreement by deleting the date,
13		"December 31, 2011 on line 15 of page 7 of 9 and inserting in lieu thereof
14		the date "December 31, 2012.
15	3.	Convicted felon
16		The Contractor swears that it complies with Section 2-8 (c) of the Code of
17		the City of New Orleans. No Contractor principal, member, or officer has,
18		within the preceding five years, been convicted of, or pled guilty to, a
19		felony under state or federal statutes for embezzlement, theft of public
20		funds, bribery, or falsification or destruction of public records.
21	4.	Non-Solicitation
22		The Contractor swears that it has not employed or retained any company
23		or person, other than a bona fide employee working solely for him, to

solicit or secure the subject contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.

## 5. Inspector General cooperation

It is agreed that the contractor or applicant 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. Failure to comply with such requests shall constitute a material breach of the contract. In signing this contract, the contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

## 6. Ownership Interest

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

## 7. 1 Subcontractor Reporting 2 The Contractor shall provide a list of all persons, natural or artificial, who 3 are retained by the Contractor at the time of the contract's execution and 4 who are expected to perform work as subcontractors in connection with 5 the Contractor's work for the city. In regard to any subcontractor proposed 6 to be retained by the Contractor to perform work on the contract with the 7 city, the Contractor must provide notice to the city within 30 days of 8 retaining said subcontractor. If the Contractor fails to submit the required 9 lists and notices, the City may, after 30 days' written notice to the prime 10 Contractor, take such action as may be necessary to cause the suspension 11 of any further payments until such the required lists and notices are 12 submitted. 13 IN WITNESS WHEREOF: 14 **ATTEST** CITY OF NEW ORLEANS 15 16 17 City Council President 18 Aaron, P.L.C. 19 By: William D. Aaron, Jr., Esq. 20 **Suite 3800** 21 201 St. Charles Avenue 22 New Orleans, LA 70170 23 72-1348779 APPROVED: 24 Taxpayer ID Number 25 Approved:

1	Law Department
2	Richard F. Cortizas
3	City Attorney