

K12-729

**AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE COUNCIL OF THE CITY OF NEW ORLEANS
AND
HGI CATASTROPHE SERVICES, L.L.C**

THIS AGREEMENT is made and entered into as of the ____ day of August 2012, by and between the Council City of New Orleans, hereinafter represented by Stacy Head, Council President (hereinafter referred to as "City"), and HGI Catastrophe Services, L.L.C., (hereinafter sometimes referred to as "Contractor").

WITNESSETH

WHEREAS, the City has entered into an agreement dated August 24, 2011 by and between the Council of the City of New Orleans and HGI Catastrophe Services, L.L.C. for the purpose of performing property tax appeal hearings; and

WHEREAS, pursuant to that agreement, thereafter extended, and to facilitate the continuity of services thereunder, the parties desire to extend the agreement from August 15, 2012 through August 15, 2013, authorizing additional funding thereunder; and

WHEREAS, the Council desires to re-engage qualified contractors for the performance of property tax appeal professional services as described in Attachment "A" of the Original Agreement except as otherwise amended herein; and

WHEREAS, all parties to the agreement dated August 24, 2011 desire to amend the Original Agreement and have the necessary authority to do so.

THEREFORE IT IS HEREBY AGREED:

1. SCOPE OF SERVICES

That all of the provisions in the first paragraph of Section I of the Original Agreement shall remain the same except that paragraph 3 of Attachment "A" of said agreement, which outlines the Scope of Services, shall read as follows: "Begin appeal hearings no later than September 12, 2012, and conclude hearings no later than October 4, 2012."

2. COMPENSATION

That all of the provisions in the first paragraph of Section II of the Original Agreement shall remain the same except that the Council shall compensate Contractor for the services set forth in Attachment "B – Amendment 1", attached hereto and made a part hereof. Attachment "B" of the Original Agreement is hereby replaced in its entirety by Attachment "B – Amendment 1". The Council shall not be liable for any other costs or expenses paid or incurred by Contractor in the performance of the Services, unless specific exception is provided herein.

In addition to the changes contained above herein, the parties hereby agree to amend Attachment "C", Additional Terms and Conditions, to include the following provisions to comply with existing State and Local laws and policies:

12. CONVICTED FELON PROVISION: The Contractor swears that it complies with Section 2-8 (c) of the Code of the City of New Orleans. No Contractor principal, member, or officer has, within the preceding five 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.

13. NON-SOLICITATION PROVISION: The Contractor swears that it has not employed or retained any company 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.

14. INSPECTOR GENERAL PROVISION: 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.

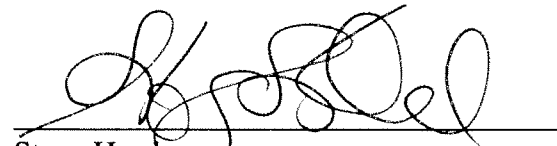
15. ATTORNEY FEE WAIVER: By reference to laws concerning open accounts and otherwise, the Contractor unconditionally waives all rights to recover attorney fees from the City in any enforcement action or claim arising from this contract.

16. EMPLOYEE VERIFICATION: Contractor agrees that (i) it is in compliance with Louisiana Revised Statutes 38:2212.10, and is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to agree to the foregoing and to submit to Contractor a sworn affidavit verifying compliance with items (i) and (ii) above, should one be requested from the Council. Contractor acknowledges and agrees that any violation of the provisions of this paragraph may subject this Agreement to cancellation, and may further result in Contractor being ineligible for any public contract for a period of three years from the date the violation is discovered. Contractor further acknowledges and agrees that it shall be liable for any additional costs incurred by the Council occasioned by the cancellation of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of La. R.S. 38:2212.10. Contractor agrees to provide to the Council a sworn affidavit attesting to the above provisions if requested by the Council to do so; failure to provide such affidavit upon request shall give the Council the option to cancel this Agreement.

(SIGNATURES ON FOLLOWING PAGE)

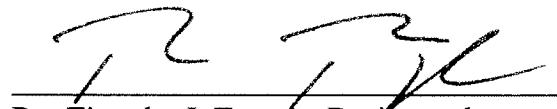
IN WITNESS WHEREOF:

NEW ORLEANS CITY COUNCIL




Stacy Head
City Council President

HGI CATASTROPHE SERVICES, L.L.C.



By: Timothy J. Temple, Designated
Authority
1010 Common St., Ste 2600
New Orleans, LA 70112
Taxpayer ID Number: 74-1780638

Approved: 

Law Department

ATTACHMENT “B – Amendment 1”

A. Contractors’ Rate Schedule is set forth below:

The Contractor’s Rate Schedule is as at a flat fee rate as follows:

1. 500 – 999 appeals \$280,600.00
2. 1000 – 1999 appeals \$402,900.00
3. 2000 – 2499 appeals \$456,100.00
4. 2500 appeals & above \$600,000.00

(The parties in advance anticipate approximately 1300 appeals for 2012)

- B. Schedule of invoices: Contractors, in accordance with the provisions of Article III, Section 3 of this Agreement, will submit invoices to the Council monthly.
- C. Schedule of payments: Council agrees to pay duly prepared invoices within forty-five (45) days of submission. One-half of agreed compensation may be invoiced after September 4th, and the remaining half after the completion of provisions contained in the Scope of Services as amended.
- D. Subject to the terms of the Agreement, all compensation is subject to the limit of total maximum charges for \$600,000.00.