

K12-074
CONTRACT NUMBER
(Law Dept use only)

<input checked="" type="checkbox"/> Professional Services	<input type="checkbox"/> Personal Services
<input type="checkbox"/> Cooperative Endeavor Agreement	<input type="checkbox"/> Grant
<input checked="" type="checkbox"/> Amendment/Extension	<input type="checkbox"/> Other

CONTRACT CHECK SHEET

272-096-5501 1268071
TAX ID OR S.S. NUMBER REQUISITION NUMBER/DOCUMENT ID NUMBER
Herman, Herman, Katz & Cotlar \$200,000.00
CONTRACTOR AMOUNT

To provide special counsel services to the City Council.
SYNOPSIS

1/1/2012 12/31/2012 City Council
Beginning Date Ending Date DEPARTMENT

2012 JAN 11 AM 11:29
RECEIVED
CHIEF ADM.

The signatures below indicate that the signers have reviewed this contract for compliance in their various areas of responsibility as prescribed by law and policy.

The department head certifies that this agreement
SELECT ONE

- has been through the competitive selection process
- is for \$15,000 or less and therefore exempt
- has been declared an emergency by the Chief Administrative Officer.

[Signature] 12/28/11
Department Head Date
[Signature] 1/12/12
Chief Administrative Office Date
[Signature] 1/13/12
Civil Service Date
[Signature] 1/3/12
Finance Department Date
[Signature] 2/1/12
Law Department Date

OK [Signature]

[Signature] 2/1/12
NAME Evelyn Pugh PHONE # 1082
ROUTING PERSON
[Signature] 1081

**CITY OF NEW ORLEANS
DEPARTMENT OF FINANCE
TAX CLEARANCE AUTHORIZATION**

1300 Perdido St., Room 4W07, New Orleans, LA 70112, Fax (504) 658-1570

FOR CITY OF NEW ORLEANS USE ONLY		TRACKING NO.
RECEIVED BY FINANCE DEPT. ON: _____		
FROM: _____	PHONE _____	
TO REVENUE ON: _____	BY: _____	
TO TREASURY ON: _____	BY: _____	
TO DIRECTOR ON: _____	BY: _____	
COMPLETED & RECEIVED BY DEPT. FINANCE ON: _____		
DEPT. OF LAW RECEIVED ON: _____	BY: _____	

According to Section 2-8 of the Code of the City of New Orleans, Louisiana 1995, the City may not enter into or make payments under a contract, grant or cooperative endeavor agreement with any person, corporation, or entity delinquent in City taxes. This form supplies the needed tax clearance. This clearance is issued without prejudice to any tax liabilities discovered by audit.

Please refer to the instruction on the back of this form

Taxpayer Information

TYPE OF BUSINESS:

HERMAN HERMAN KATZ & COTLAR

BUSINESS NAME:

REAL ESTATE TAX NUMBER:

N/A

OWNER'S NAME:

820 O'KEEFE AVENUE

BUSINESS ADDRESS:

NEW ORLEANS, LA 70113

SAME

MAILING ADDRESS:

PERSONAL PROPERTY TAX NUMBER:

103103610 0210

504-581-4892

CONTACT TELEPHONE:

504-561-6024

FAX NUMBER:

pzibilich@hhke.com

E-MAIL ADDRESS:

Name Of Contracting Department:

Paulette Zibilich

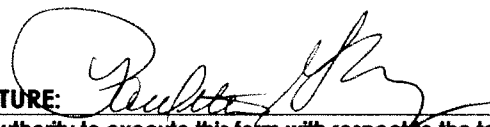
PRINT NAME:

ADMINISTRATOR

TITLE:

SALES TAX/OCCUPATIONAL LICENSE NUMBER: 10264399
186489

AUTHORIZED SIGNATURE:



DATE SIGNED:

12/22/2011

I certify that I have the authority to execute this form with respect to the tax matters covered and that the above is true and correct. The City of New Orleans is authorized to inspect and/or receive confidential tax information.

BUREAU OF REVENUE (Room 1W15)

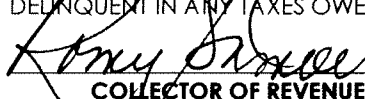
This clearance covers Occupational License and Sales/Use taxes.

BUREAU OF TREASURY (Room 1W37)

This clearance covers Ad Valorem taxes for Real Estate and Business Property taxes.

I HEREBY ASSERT THAT AFTER REVIEW OF THE TAXPAYER'S RECORDS OF THIS DATE THAT THE TAXPAYER IS NOT DELINQUENT IN ANY TAXES OWED TO THE CITY.

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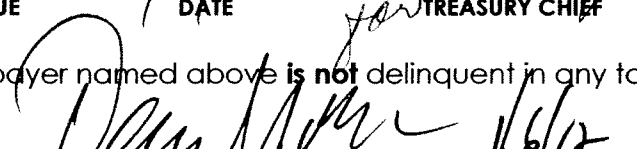

COLLECTOR OF REVENUE

1/6/12
DATE


TREASURY CHIEF

1/6/12
DATE

I attest that the taxpayer named above is not delinquent in any taxes owed to the city.


DIRECTOR OF FINANCE

1/6/12
DATE

1 WHEREAS, all parties to the agreements dated July 21, 2008 desire to amend the
2 agreement and have the necessary authority to do so;

3 **THEREFORE IT IS HEREBY AGREED:**

4 1. To change the termination date of the agreement by deleting the date,
5 “December 31, 2011”, on line 2 of page 8 of 20 and inserting in lieu thereof the date
6 “December 31, 2012”; and

7 2. Convicted felon

8 The Contractor swears that it complies with Section 2-8 (c) of the Code of the City of
9 New Orleans. No Contractor principal, member, or officer has, within the preceding
10 five years, been convicted of, or pled guilty to, a felony under state or federal statutes
11 for embezzlement, theft of public funds, bribery, or falsification or destruction of
12 public records.

13 3. Non-Solicitation

14 The Contractor swears that it has not employed or retained any company or person,
15 other than a bona fide employee working solely for him, to solicit or secure the
16 subject contract. The Contractor has not paid or agreed to pay any person, other than
17 a bona fide employee working for him, any fee, commission, percentage, gift, or any
18 other consideration contingent upon or resulting from the subject contract.

19 4. Inspector General cooperation

20 It is agreed that the contractor or applicant will abide by all provisions of City Code
21 §2-1120, including but not limited to City Code §2-1120(12), which requires the
22 contractor to provide the Office of Inspector General with documents and information
23 as requested. Failure to comply with such requests shall constitute a material breach

1 of the contract. In signing this contract, the contractor agrees that it is subject to the
2 jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a
3 subpoena.

4 5. Ownership Interest

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

14 6. Subcontractor Reporting

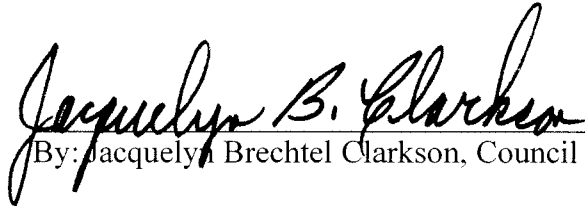
15 The Contractor shall provide a list of all persons, natural or artificial, who are retained
16 by the Contractor at the time of the contract's execution and who are expected to
17 perform work as subcontractors in connection with the Contractor's work for the city.
18 In regard to any subcontractor proposed to be retained by the Contractor to perform
19 work on the contract with the city, the Contractor must provide notice to the city
20 within 30 days of retaining said subcontractor. If the Contractor fails to submit the
21 required lists and notices, the City may, after 30 days' written notice to the prime
22 Contractor, take such action as may be necessary to cause the suspension of any
23

1 further payments until such the required lists and notices are submitted.

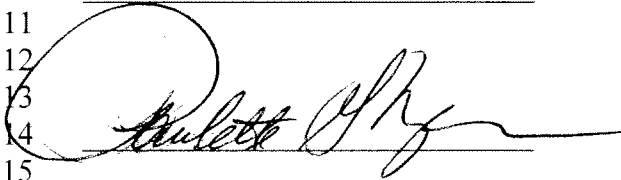
2 Both parties to this amendment hereby reaffirm the validity of all other provisions of the
3 original agreement dated July 21, 2008, save the above and foregoing changes.


4 IN WITNESS THEREOF:


CITY OF NEW ORLEANS

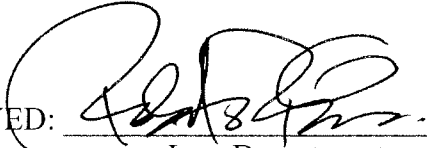
5
6 
7 _____
8 By: Jacquelyn Brechtel Clarkson, Council President
9

10 HERMAN, HERMAN, KATZ & COTLAR

11
12 
13 _____
14


15 
16 _____
17 By: Steven J. Lane
18 820 O'Keefe Avenue
19 New Orleans, Louisiana 70113-1116
20 Taxpayer I.D. Number 272-096-5501

21 
22 _____
23

24 APPROVED: 
_____ Law Department

MOTION
M-11- 563

CITY HALL: December 1, 2011

BY: COUNCILMEMBERS  AND GRANDERSON

SECONDED BY:

WHEREAS, by Motion M-08-186, after competitive selection, the City Council authorized retention of Herman, Herman, Katz & Cotlar as Special Counsel to the City Council; and

WHEREAS, pursuant to Motion M-07-586, terms of the Request for Proposals issued April 17, 2008, and the July 21, 2008 contract with Herman, Herman, Katz & Cotlar, the Council is authorized to renew and extend its existing contract with Herman, Herman, Katz & Cotlar to provide Special Counsel services to the City Council; now, therefore

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS That the President of the Council is hereby requested and authorized to sign a contract amendment with Herman, Herman, Katz & Cotlar extending and renewing the July 21, 2008 contract, as amended by the agreements dated January 1, 2009, November 5, 2009, January 1, 2010, and January 1, 2011, and setting the maximum compensation under such contract to up to Two Hundred Thousand Dollars (\$200,000.00).

BE IT FURTHER MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS That contract amendment(s) shall be circulated in accordance with normal process and the City Council Rules.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF AND RESULTED AS FOLLOWS:

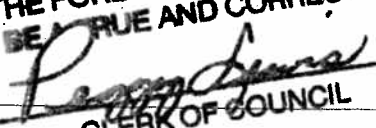
YEAS: **Clarkson, Granderson, Guidry, Head, Hedge-Morrell,**

Johnson - 6

NAYS: 0

ABSENT: 0

RECUSED: **Gisleson Palmer - 1**
AND THE MOTION WAS ADOPTED.

THE FOREGOING IS CERTIFIED
TO BE A TRUE AND CORRECT COPY

CLERK OF COUNCIL