K13-028

2 AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN 3 THE CITY OF NEW ORLEANS 4 AND 5 AARON, P.L.C. THIS AGREEMENT is made and entered into as of the 1st day of January 2013, 6 by and between the City of New Orleans, herein represented by Stacy Head, President of 7 8 the Council of the City of New Orleans (hereinafter referred to as "City"), and the law 9 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 Qualifications the Council is authorized to renew and extend its existing 2012 contract 15 16 with the firm of Aaron, P.L.C. for the calendar year 2013; and 17 WHEREAS, pursuant to Motion M-12-471 adopted on December 20, 2012, 18 the President of the Council is hereby authorized to sign a contract amendment with the 19 firm of Aaron, P.L.C. extending the contract through 2013 and increasing the maximum 20 compensation under such contract by Three Hundred Thousand Dollars (\$300,000.00); 21 and 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.

AMENDMENT TO

1

THEREFORE, IT IS HEREBY AGREED:

- 1. To increase the maximum compensation payable under the terms of this agreement by "\$300,000.00" thereby increasing the amount on lines 2 and 5 of page 4 of 9 of the Agreement dated January 1, 2010 for the firm of Aaron P.L.C. The maximum compensation for all services including professional hours and expenses shall not exceed One Million Two Hundred Thousand Dollars (\$1,200,000.00). If there are any necessary and ordinary expenses attached to the work of the firm of Aaron, P.L.C. these expenses shall be reimbursable by the City but the total amount of such expenses, in addition to the fees shall not exceed One Million Two Hundred Thousand Dollars (\$1,200,000.00).
- 2. To change the termination date of the agreement by deleting the date, "December 31, 2012 on line 15 of page 7 of 9 and inserting in lieu thereof the date "December 31, 2013.

3. Convicted felon

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.

4. Non-Solicitation

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

1 2

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. <u>Inspector General cooperation</u>

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. Subcontractor Reporting

The Contractor shall provide a list of all persons, natural or artificial, who are

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

25