

1 **AMENDMENT**

2 **TO AGREEMENT FOR PROFESSIONAL SREVICES**

3 **BETWEEN**

4 **THE CITY OF NEW ORLEANS**

5 **AND**

6 **HERMAN, HERMAN & KATZ**

7 THIS AGREEMENT is made and entered into as of this 1st day of January, 2013 by
8 and between the City of New Orleans, herein represented by Stacy S. Head, Council President
9 (hereinafter referred to as "the City"), and Herman, Herman & Katz (hereinafter referred to as
10 "Contractor").

11 **WITNESSETH**

12 WHEREAS, the City entered into an agreement dated July 21, 2008, with Herman,
13 Herman, Katz & Cotlar for the purpose of providing Special Counsel services to the City Council
14 during 2009 for up to \$125,000; and

15 WHEREAS, pursuant to Motion M-08-186 the City Council approved the
16 recommendation of the Competitive Selection Committee that Herman, Herman, Katz & Cotlar
17 be retained to provide Special Counsel services to the City Council; and

18 WHEREAS, THE Council desires to authorize a contract amendment and extension and
19 to add additional provisos in the contract with Herman, Herman, Katz & Cotlar for the purpose
20 of providing Special Counsel services to the City Council; and

21 WHEREAS, by Motion M-12-475, the President of the Council is hereby authorized to
22 sign a contract amendment with Herman, Herman & Katz extending the contract through 2013;
23 and

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, 2012”, on line 2 of page 8 of 20 and inserting in lieu thereof the date
6 “December 31, 2013”; and

7 2. To change the compensation provided in the agreement by deleting the figure
8 “\$125,000.00”, in line 5 of page 7 of 20, and inserting in lieu thereof the figure
9 “\$100,000.00, for the year 2013”; and

10 3. Convicted felon

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

16 4. Non-Solicitation

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

22 5. Inspector General cooperation

1 It is agreed that the contractor or applicant will abide by all provisions of City Code
2 §2-1120, including but not limited to City Code §2-1120(12), which requires the
3 contractor to provide the Office of Inspector General with documents and information
4 as requested. Failure to comply with such requests shall constitute a material breach
5 of the contract. In signing this contract, the contractor agrees that it is subject to the
6 jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a
7 subpoena.

8 6. Ownership Interest

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

18 7. Subcontractor Reporting

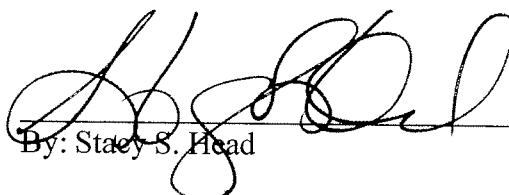
19 The Contractor shall provide a list of all persons, natural or artificial, who are retained
20 by the Contractor at the time of the contract's execution and who are expected to
21 perform work as subcontractors in connection with the Contractor's work for the city.
22 In regard to any subcontractor proposed to be retained by the Contractor to perform
23 work on the contract with the city, the Contractor must provide notice to the city

1 within 30 days of retaining said subcontractor. If the Contractor fails to submit the
2 required lists and notices, the City may, after 30 days' written notice to the prime
3 Contractor, take such action as may be necessary to cause the suspension of any
4 further payments until such the required lists and notices are submitted.

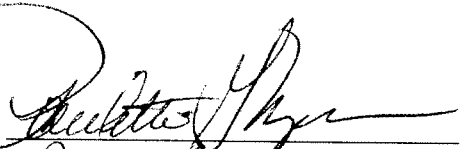
5 Both parties to this amendment hereby reaffirm the validity of all other provisions of the
6 original agreement dated July 21, 2008, save the above and foregoing changes.

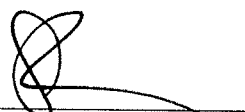
7 IN WITNESS THEREOF:

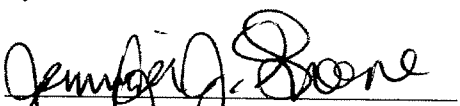
CITY OF NEW ORLEANS

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10 
11 By: Stacy S. Head

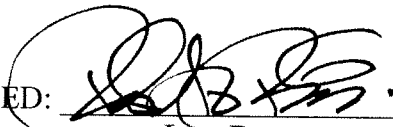
12 HERMAN, HERMAN, & KATZ

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14
15 
16 PAULETTE G. ZIBILIA

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

22 
23 Jennifer J. Greene

24
25 APPROVED:

26 
Law Department

MOTION

M-12-475

CITY HALL: December 20, 2012

BY: ^{JBC} COUNCILMEMBERS CLARKSON AND HEAD ^{SA}

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;

WHEREAS, pursuant to Motion M-11-563, the contract with Herman, Herman & Katz was renewed for 2012; 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 extending and renewing the July 21, 2008 contract as amended by the agreements dated January 1, 2009, November 5, 2009, January 1, 2010, January 1, 2011, and January 1, 2012, and setting the maximum compensation under such contract to up to One Hundred Thousand Dollars (\$100,000.00).

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: Cantrell, Gray, Guidry, Head, Hedge-Morrell - 5

NAYS: 0

ABSENT: Clarkson - 1

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

THE FOREGOING IS CERTIFIED
TO BE A TRUE AND CORRECT COPY

CLERK OF COUNCIL