1	AMENDMENTIO
2	AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
3	THE CITY OF NEW ORLEANS
4	AND
5	SNR DENTON US LLP
6	THIS AGREEMENT is made and entered into as of the 1st day of January 2013
7	and between the Council of the City of New Orleans, represented by Stacy Head,
8	President of the Council (hereinafter referred to as "City") and the firm of SNR Denton
9	US LLP (hereinafter referred to as "Contractor")
10	WITNESSETH
11	WHEREAS, to address the complex legal and technical issues necessary to
12	properly meet its responsibility, the Council has selected SNR Denton US LLP, in
13	accordance with the competitive selection process required by the Home Rule Charter;
14	and
15	WHEREAS, pursuant to Rule 45, the City Council adopted Motion M-11-406 or
16	September 1, 2011, directing the Council staff to issue a Request for Qualifications to initiate
17	a competitive selection process to obtain consultants with expertise essential to assisting the
18	Council in effectuating its regulatory authority over electric and gas utilities in New Orleans
19	and
20	WHEREAS, pursuant to Motions M-11-574 (As Amended), and M-12-59 the
21	City Council approved the recommendation of the Council Utilities Committee that the
22	firm of SNR Denton US LLP be retained to provide utility consulting services in the area
23	of the Council's electric and gas regulatory responsibility; and

1	WHE	REAS, the Council desires to authorize a contract amendment and			
2	extension with SNR Denton US LLP to assist in meeting the Council's regulatory				
3	responsibility to the City and its ratepayers; and				
4	WHEREAS, by Motion M-12-458 adopted on December 6, 2012, the President of				
5	the Council is hereby authorized to sign a contract amendment with SNR Denton US LLP				
6	extending the contract through 2013 and increasing the maximum compensation under such				
7	contract by Three Million Three Hundred Thousand Dollars (3,300,000.00), now, therefore				
8	WHEREAS, all parties to the agreement dated January 1, 2012 desire to amend				
9	the agreement and have the necessary authority to do so.				
10		THEREFORE, IT IS HEREBY AGREED:			
11	1.	To increase the maximum compensation payable under the terms of this			
12		agreement by "\$3,300,000.00" thereby increasing the amount on lines 4			
13		and 8 of page 4 of 14 of the Agreement dated January 1, 2012 for SNR			
14		Denton, US, LLP. The maximum compensation for all services including			
15		professional hours and expenses shall not exceed Six Million Three			
16		Hundred Thousand Dollars (6,300,000.00). If there are any necessary and			
17		ordinary expenses attached to the work of the Firm of SNR Denton, US,			
18		LLP these expenses shall be reimbursable by the City but the total amount			
19		of such expenses, in addition to the fees shall not exceed Six Million			
20		Three Hundred Thousand Dollars (\$6,300,000.00).			
21	2.	To change the termination date of the agreement by deleting the date,			

2. To change the termination date of the agreement by deleting the date, "December 31, 2012" on line 28 of page 9 of 14 and inserting in lieu thereof the date "December 31, 2013".

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### 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 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. <u>Subcontractor Reporting</u>

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

1	Contractor, take such action as may be necessary to cause the suspension of any further			
2	payments until such the required lists and notices are submitted.			
3	IN WITNESS WHEREOF:			
4	ATTEST			
5		CITY	COUNCIL)	
6 7 8		Stacy City C	Head Council President	
9				
10		SNR I	Denton US LLP	
11	(South town)		AV	
12 13 14 15		Ву:	Clinton Vince, Esq., Shareholder, Partner 1301 K. Street, NW Suite 600, East Tower	
16	Man 5 2 11		Washington D.C. 20005	
17	Konyn & Barnott			
18 19			36-1796730 Federal ID Number	
20 21 22	Approved: Law Department			