



1 **THEREFORE, IT IS HEREBY AGREED:**

2 1. To increase the maximum compensation payable under the terms of this  
3 agreement by "\$300,000.00" thereby increasing the amount on lines 2 and  
4 5 of page 4 of 9 of the Agreement dated January 1, 2010 for the firm of  
5 Aaron P.L.C. The maximum compensation for all services including  
6 professional hours and expenses shall not exceed Nine Hundred Thousand  
7 Dollars (\$900,000.00). If there are any necessary and ordinary expenses  
8 attached to the work of the firm of Aaron, P.L.C. these expenses shall be  
9 reimbursable by the City but the total amount of such expenses, in  
10 addition to the fees shall not exceed Nine Hundred Thousand Dollars  
11 (\$900,000.00).

12 2. To change the termination date of the agreement by deleting the date,  
13 "December 31, 2011 on line 15 of page 7 of 9 and inserting in lieu thereof  
14 the date "December 31, 2012.

15 3. Convicted felon

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

21 4. Non-Solicitation

22 The Contractor swears that it has not employed or retained any company  
23 or person, other than a bona fide employee working solely for him, to

1 solicit or secure the subject contract. The Contractor has not paid or  
2 agreed to pay any person, other than a bona fide employee working for  
3 him, any fee, commission, percentage, gift, or any other consideration  
4 contingent upon or resulting from the subject contract.

5 5. Inspector General cooperation

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

14 6. Ownership Interest

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

1           7.     Subcontractor Reporting

2           The Contractor shall provide a list of all persons, natural or artificial, who  
3           are retained by the Contractor at the time of the contract's execution and  
4           who are expected to perform work as subcontractors in connection with  
5           the Contractor's work for the city. In regard to any subcontractor proposed  
6           to be retained by the Contractor to perform work on the contract with the  
7           city, the Contractor must provide notice to the city within 30 days of  
8           retaining said subcontractor. If the Contractor fails to submit the required  
9           lists and notices, the City may, after 30 days' written notice to the prime  
10          Contractor, take such action as may be necessary to cause the suspension  
11          of any further payments until such the required lists and notices are  
12          submitted.

13          **IN WITNESS WHEREOF:**

14          ATTEST

15          \_\_\_\_\_  
16  
17          \_\_\_\_\_  
18

CITY OF NEW ORLEANS

*Jacquelyn B. Clarkson*  
Jacquelyn B. Clarkson 3/19/12  
City Council President

Aaron, P.L.C.

*William D. Aaron, Jr.*

By:     William D. Aaron, Jr., Esq.

Suite 3800  
201 St. Charles Avenue  
New Orleans, LA 70170

72-1348779  
Taxpayer ID Number

19          *[Signature]*  
20          \_\_\_\_\_  
21          *RA*  
22          \_\_\_\_\_

**FORM AND LEGALITY APPROVED:**

23          Approved: *[Signature]*  
24          \_\_\_\_\_  
25          Law Department, City of New Orleans

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2  
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Law Department  
Richard F. Cortizas  
City Attorney