

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 5 of
4 page 4 of 9 of the Agreement dated January 1, 2010 for the firm of Aaron
5 P.L.C. The maximum compensation for all services including professional
6 hours and expenses shall not exceed One Million Two Hundred Thousand
7 Dollars (\$1,200,000.00). 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 addition to
10 the fees shall not exceed One Million Two Hundred Thousand Dollars
11 (\$1,200,000.00).

12 2. To change the termination date of the agreement by deleting the date,
13 "December 31, 2012 on line 15 of page 7 of 9 and inserting in lieu thereof the
14 date "December 31, 2013.

15 3. Convicted felon

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

21 4. Non-Solicitation

22 The Contractor swears that it has not employed or retained any company or
23 person, other than a bona fide employee working solely for him, to solicit or
24 secure the subject contract. The Contractor has not paid or agreed to pay any

1 person, other than a bona fide employee working for him, any fee,
2 commission, percentage, gift, or any other consideration contingent upon or
3 resulting from the subject contract.

4 5. Inspector General cooperation

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

12 6. Ownership Interest

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

23 7. Subcontractor Reporting

24 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 30 days of retaining said subcontractor. If the
6 Contractor fails to submit the required lists and notices, the City may, after 30
7 days' written notice to the prime Contractor, take such action as may be necessary
8 to cause the suspension of any further payments until such the required lists and
9 notices are submitted.

10 **IN WITNESS WHEREOF:**

11 ATTEST

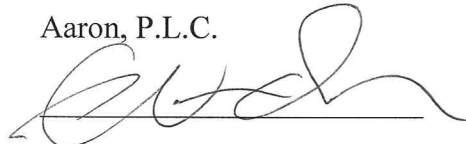
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CITY OF NEW ORLEANS



Stacy Head
City Council President

Aaron, P.L.C.



By: William D. Aaron, Jr., Esq.

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

72-1348779
Taxpayer ID Number

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22 Approved: _____
23 Law Department
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