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**WHEREAS**, the Council desires to authorize a contract amendment and extension with Wilkerson and Associates, PLC to assist in meeting the Council's regulatory responsibility to the City and its ratepayers; and

**WHEREAS**, by Motion M-12-459 adopted on December 6, 2012, the President of the Council is hereby authorized to sign a contract amendment with Wilkerson and Associates, PLC extending the contract through 2013 and increasing the maximum compensation under such contract by Eight Hundred Seven-Five Thousand Dollars (875,000.00), now, therefore

**WHEREAS**, all parties to the agreement dated January 1, 2012 desire to amend the agreement and have the necessary authority to do so.

**THEREFORE, IT IS HEREBY AGREED:**

1. To increase the maximum compensation payable under the terms of this agreement by "\$875,000.00" thereby increasing the amount on lines 17 and 21 of page 3 of 12 of the Agreement dated January 1, 2012 for Wilkerson and Associates, PLC. The maximum compensation for all services including professional hours and expenses shall not exceed One Million Six Hundred Eight-Two Thousand Dollars (1,682,000.00). If there are any necessary and ordinary expenses attached to the work of the Firm of Wilkerson and Associates, PLC 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 Six Hundred Eighty-Two Thousand Dollars (\$1,682,000.00).

1           2.     To change the termination date of the agreement by deleting the date,  
2                     "December 31, 2012" on line 12 of page 8 of 12 and inserting in lieu  
3                     thereof the date "December 31, 2013".

4           3.     Convicted felon

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

10          4.     Non-Solicitation

11                    The Contractor swears that it has not employed or retained any company  
12                    or person, other than a bona fide employee working solely for him, to  
13                    solicit or secure the subject contract. The Contractor has not paid or  
14                    agreed to pay any person, other than a bona fide employee working for  
15                    him, any fee, commission, percentage, gift, or any other consideration  
16                    contingent upon or resulting from the subject contract.

17          5.     Inspector General cooperation

18                    It is agreed that the contractor or applicant will abide by all provisions of  
19                    City Code §2-1120, including but not limited to City Code §2-1120(12),  
20                    which requires the contractor to provide the Office of Inspector General  
21                    with documents and information as requested. Failure to comply with  
22                    such requests shall constitute a material breach of the contract. In signing  
23                    this contract, the contractor agrees that it is subject to the jurisdiction of

1 the Orleans Parish Civil District Court for purposes of challenging a  
2 subpoena.

3 6. Ownership Interest

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

14 7. Subcontractor Reporting

15 The Contractor shall provide a list of all persons, natural or artificial, who  
16 are retained by the Contractor at the time of the contract's execution and  
17 who are expected to perform work as subcontractors in connection with  
18 the Contractor's work for the city. In regard to any subcontractor proposed  
19 to be retained by the Contractor to perform work on the contract with the  
20 city, the Contractor must provide notice to the city within 30 days of  
21 retaining said subcontractor. If the Contractor fails to submit the required

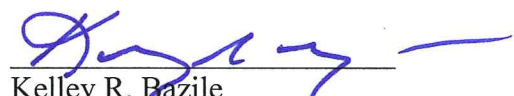
1 lists and notices, the City may, after 30 days' written notice to the prime  
2 Contractor, take such action as may be necessary to cause the suspension  
3 of any further payments until such the required lists and notices are  
4 submitted.

5 **IN WITNESS WHEREOF:**

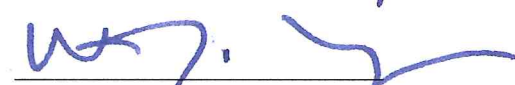
6 ATTEST

7 CITY COUNCIL  
8   
9 Stacy Head  
City Council President


11   
Cheryl Jones

12   
13 Kelley R. Bazile

Wilkerson & Associates, PLC

14 By:   
15 Walter J. Wilkerson, Esq.  
16 Managing Partner  
17 650 Poydras Street  
Suite 1913  
New Orleans, LA 70130

27-4427044

18  
19 Approved: 

20 Law Department  
21