

1 Committee, the Director of the City Council Utilities Regulatory Office and the
2 Committee Consultants worked to produce Billing Guidelines for the Consultants which
3 resulted in the establishment of “City Utility Regulatory Office (CURO) Billing Practices
4 Policy for Cable, Telecommunications and Technology Committee Advisors October 3,
5 2013;” and

6 **WHEREAS**, all parties to the agreements dated January 1, 2010 desire to amend
7 the agreement and have the necessary authority to do so.

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

9 1. To increase the maximum compensation payable under the terms of this
10 agreement by "\$300,000.00" thereby increasing the amount on lines 2 and 5 of
11 page 4 of 9 of the Agreement dated January 1, 2010 for the firm of Aaron and
12 Gianna, PLC The maximum compensation for all services including
13 professional hours and expenses shall not exceed One Million Five Hundred
14 Thousand Dollars (\$1,500,000.00). If there are any necessary and ordinary
15 expenses attached to the work of the firm of Aaron and Gianna, PLC these
16 expenses shall be reimbursable by the City but the total amount of such
17 expenses, in addition to the fees shall not exceed One Million Five Hundred
18 Thousand Dollars (\$1,500,000.00).

19 2. To change the termination date of the agreement by deleting the date,
20 "December 31, 2013" on line 15 of page 7 of 9 and inserting in lieu thereof
21 the date "December 31, 2014."

22 3. It is agreed that Aaron and Gianna, PLC will submit invoices that conform
23 with the “City Utility Regulatory Office (CURO) Billing Practices Policy for
24 Cable, Telecommunications and Technology Committee Advisors October 3,

1 2013” as may be amended from time-to-time.

2 4. Convicted Felon

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

8 5. Non-Solicitation

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

15 6. Inspector General Cooperation

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

23 7. Ownership Interest

24 The Contractor shall provide a sworn affidavit listing all persons, natural or

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

10 8. Subcontractor Reporting

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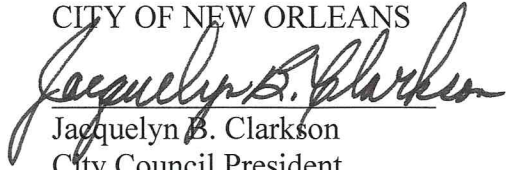
1 action as may be necessary to cause the suspension of any further payments
2 until such the required lists and notices are submitted.

3 **IN WITNESS WHEREOF:**

4 ATTEST

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6 _____
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8 _____

CITY OF NEW ORLEANS


Jacquelyn B. Clarkson
City Council President

Aaron and Gianna, PLC

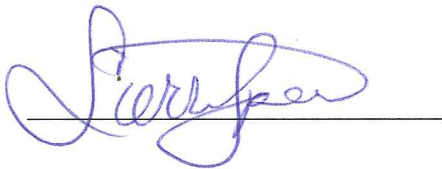



By: William D. Aaron, Jr., Esq.

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201 St. Charles Avenue
New Orleans, LA 70170

72-1348779
Taxpayer ID Number

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13 Approved: 
14 _____
15 Law Department
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