

K11-231

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
POSTLETHWAITE & NETTERVILLE, APAC**

THIS AGREEMENT, made and entered into this 1st day of February, 2011, by and between the City of New Orleans, represented by Arnie Fielkow, (Council) and Postlethwaite & Netterville, herein represented by Albert J. Richard, (Contractor), witnesses that,

WHEREAS, on February 1, 2008, the City and the Contractor entered into an agreement for performing a financial audit including preparation of the comprehensive annual financial report (CAFR) for the City; and

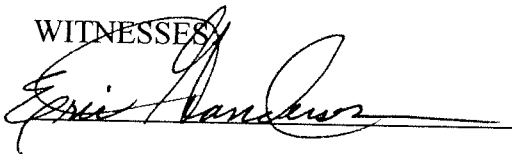
WHEREAS, pursuant to that agreement, thereafter extended, and to facilitate the continuity of services thereunder, the parties desire to extend the agreement through December 31, 2011, to include a financial statement audit for fiscal year 2010, authorizing additional funding thereunder;

NOW THEREFORE, the City of New Orleans and the Contractor, for the consideration and under the conditions set forth, do agree as follows:

1. The termination date of the said agreement is extended to December 31, 2011.
2. The maximum sum payable under this Amendment is \$399,000.
3. The parties to this agreement reaffirm the validity of all provisions of the original Agreement dated February 1, 2008, as amended, save the above and foregoing changes.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement effective the day and year first above written:

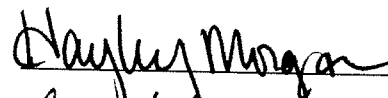
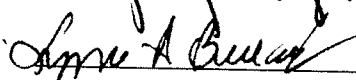
WITNESSES

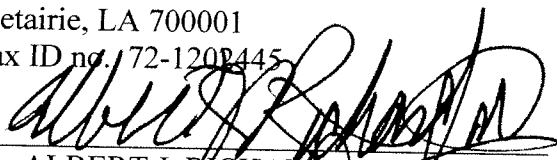
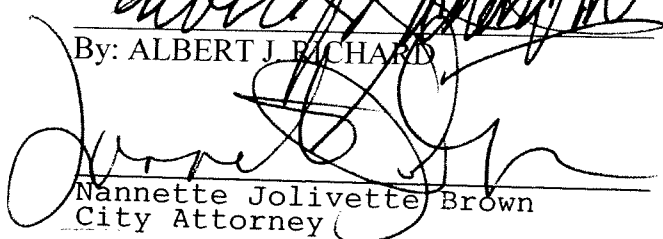

Eric Anderson

CITY OF NEW ORLEANS


By: ARNIE FIELKOW
COUNCIL PRESIDENT

POSTLETHWAITE & NETTERVILLE, APAC
2324 Severn Ave.
Metairie, LA 70001
Tax ID no. 72-1201445


Hayley Morgan

Anne A. Buechler


By: ALBERT J. RICHARD

Nannette Jolivet Brown
City Attorney

MOTION
(LYING OVER)
No. M-09-35

CITY HALL: January 22, 2009


BY: COUNCILMEMBERS HEDGE-MORRELL, FIELKOW, HEAD AND CLARKSON

WHEREAS, the Council, per Motion M-08-437 authorized a Request For Proposals (RFP) process, in accordance with Council Rule 45, to receive proposals from CPA firms which wish to provide auditing services, including the Single Audit, the Fire and Police Pension Systems audits, and the Employees Retirement System audit; and

WHEREAS, the Staff Evaluation Committee has reviewed proposals submitted in response to the RFP, and provided a report to the Budget/Audit/ Board of Review Committee for consideration; and

WHEREAS, the Budget/Audit/ Board of Review Committee has recommended that the Council retain Bruno & Tervalon, Duplantier, Hrapmann, Hogan and Maher and Luther C. Speight & Co. to perform the Single Audit, Fire and Police Pension audits and the Municipal Employees Retirement System audit, respectively for fiscal year 2008 and for the four succeeding years, assuming mutual satisfaction; now therefore

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Council authorizes and requests that the Council President execute contracts with Bruno & Tervalon, Duplantier, Hrapmann, Hogan and Maher and Luther C. Speight & Co. to perform the Single Audit, Fire and Police Pension audits and the Municipal Employees Retirement System audit, respectively for fiscal years 2008 through 2012.
February 5, 2009

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE

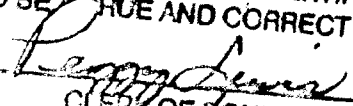
ADOPTION THEREOF AND RESULTED AS FOLLOWS:

YEAS: Clarkson, Fielkow, Head, Hedge-Morrell, Midura, Willard-Lewis - 6

NAYS: 0

ABSENT: Carter (Temporarily Out of Chamber) - 1

AND THE MOTION WAS ADOPTED.

THE FOREGOING IS CERTIFIED
TO BE A TRUE AND CORRECT COPY

CLERK OF COUNCIL

K11-922

AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF NEW ORLEANS
AND
POSTLETHWAITE & NETTERVILLE, APAC

THIS AGREEMENT is made and entered into this 1st day of September, 2011, by and between the City of New Orleans, herein represented by Jacquelyn Brechtel Clarkson, President (hereinafter referred to as the City and the Public Accounting Firm of Postlethwaite & Netterville, APAC (P&N) (hereinafter sometimes referred to as "Contractor").

WITNESSETH

WHEREAS, the City has entered into an agreement dated February 1, 2011, by and between the City of New Orleans and Postlethwaite & Netterville, APAC for the purpose of receiving an audit of the comprehensive annual financial report (CAFR) of the City; and

WHEREAS, implementation of GASB45 requires the services of an actuary to perform the valuations of post-employment benefits, at a cost of \$10,000; and

WHEREAS, an amendment to the contract to increase the compensation is necessary and has been authorized by Motion M-11-410 of the City Council; and

WHEREAS, both parties to the agreement dated February 1, 2011, desire to amend the agreement and have the necessary authority to do so;

THEREFORE IT IS HEREBY AGREED:

1. That the maximum sum payable under this amendment shall not exceed the sum of

\$409,000.

2. 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.

3. 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.

4. 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.

5. 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.

6. Subcontractor Reporting

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 Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required lists and notices are submitted.


Both parties to this amendment hereby reaffirm the validity of all other provisions of the original

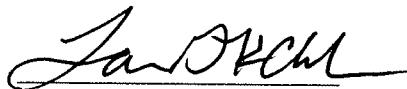
agreement, dated February 1, 2011, save the above and foregoing changes.

IN WITNESS THEREOF:

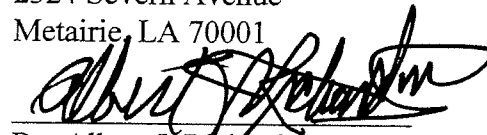
ATTEST

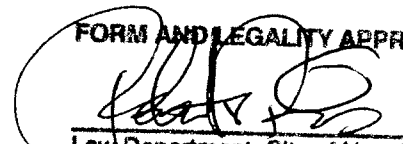
CITY OF NEW ORLEANS


Jacquelyn Brechtel Clarkson
President-City Council



Postlethwaite & Netterville, APAC
2324 Severn Avenue
Metairie, LA 70001


By: Albert J. Richard III
Federal ID Number: 72-1202445

FORM AND LEGALITY APPROVED:

Law Department, City of New Orleans

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MOTION

NO. M-11-410

CITY HALL: September 1, 2011

BY: COUNCILMEMBERS FIELKOW, HEDGE-MORRELL, HEAD AND CLARKSON

WHEREAS, pursuant to a previous RFP issued in accordance with Rule 45, the Council retained Postlethwaite & Netterville (P&N) to conduct the annual audit of the City of New Orleans for fiscal years 2007 - 2011; and

WHEREAS, for the fiscal year 2010 audit, P&N has advised that additional services were required to provide an actuarial valuation of post employment benefits to comply with GASB 45; and

WHEREAS, the cost for the additional actuarial services requires a contract amendment in the amount \$10,000; now therefore

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Council President is authorized to sign an amendment to the contract with P&N for the fiscal year 2010 audit, to provide additional compensation not to exceed \$10,000.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF AND RESULTED AS FOLLOWS:

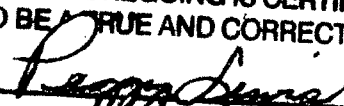
YEAS: Fielkow, Gisleson Palmer, Guidry, Head, Hedge-Morrell - 5

NAYS: 0

ABSENT: Clarkson, Johnson - 2

AND THE MOTION WAS ADOPTED.

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**THE FOREGOING IS CERTIFIED
TO BE A TRUE AND CORRECT COPY**

CLERK OF COUNCIL