

K12-288

**AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE COUNCIL OF THE CITY OF NEW ORLEANS
AND
LUTHER SPEIGHT & COMPANY CPA's**

THIS AGREEMENT is made and entered into this 1st day of February, 2012, by and between the Council of the City of New Orleans, herein represented by Jacquelyn Brechtel Clarkson, President (hereinafter referred to as the City) and the Public Accounting Firm of Luther Speight & Company CPA's (hereinafter sometimes referred to as "Contractor").

WITNESSETH

WHEREAS, the City has entered into an agreement dated March 1, 2009, by and between the Council of the City of New Orleans Luther Speight & Company CPA's for the purpose of performing an audit of the Municipal Employees Retirement System for the City of New Orleans; 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, 2012, to include an audit for fiscal year 2011, authorizing additional funding thereunder;

THEREFORE IT IS HEREBY AGREED:

1. That the maximum sum payable under this amendment shall not exceed the sum of \$33,500.
2. The termination date of the said agreement is extended to December 31, 2012.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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 March 1, 2009, save the above and foregoing changes.

IN WITNESS THEREOF:

ATTEST

THE COUNCIL OF THE
CITY OF NEW ORLEANS

Jacquelyn B. Clarkson 4/18/12
Jacquelyn Brechtel Clarkson
President-City Council

Luther Speight

Luther Speight & Company
100 Poydras Street, Suite 2900
New Orleans, LA 70112

Luther Speight
By: Luther C. Speight
Federal Tax ID Number: 30-0156143

FORM AND LEGALITY APPROVED:

[Signature]

Law Department, City of New Orleans