

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF NEW ORLEANS
AND
BRUNO AND TERVALON

THIS AGREEMENT is made and entered into as of the 1st day of January 2013 and between the Council of the City of New Orleans, represented by Stacy Head President of the Council (hereinafter referred to as “City”) and the firm of Bruno and Tervalon, LLP (hereinafter referred to as “Contractor”)

WITNESSETH

WHEREAS, to address the complex legal and technical issues necessary to properly meet its responsibility, the Council has selected Bruno and Tervalon, LLP in accordance with the competitive selection process required by the Home Rule Charter; and

WHEREAS, to address the complex legal and technical issues necessary to properly meet its responsibility, the Council has selected Bruno and Tervalon, LLP in accordance with the competitive selection process required by the Home Rule Charter; and

WHEREAS, pursuant to Rule 45, the City Council adopted Motion M-11-406 on September 1, 2011, directing the Council staff to issue a Request for Qualifications to initiate a competitive selection process to obtain consultants with expertise essential to assisting the Council in effectuating its regulatory authority over electric and gas utilities in New Orleans; and

1 **WHEREAS**, pursuant to Motion M-11-578, the City Council approved the
2 recommendation of the Council Utilities Committee that the firm of Bruno and Tervalon,
3 LLP be retained to provide utility consulting services in the area of the Council's electric
4 and gas regulatory responsibility; and

5 **WHEREAS**, the Council desires to authorize a contract amendment and
6 extension with Bruno and Tervalon, LLP to assist in meeting the Council's regulatory
7 responsibility to the City and its ratepayers; and

8 **WHEREAS**, by Motion M-12-455 adopted on December 6, 2012, the President
9 of the Council is hereby authorized to sign a contract amendment with Bruno and
10 Tervalon, LLP extending the contract through 2013 and increasing the maximum
11 compensation under such contract by Two Hundred Thousand Dollars (200,000.00), now,
12 therefore

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

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

- 16 1. To increase the maximum compensation payable under the terms of this
17 agreement by "\$200,000.00" thereby increasing the amount on lines 15
18 and 19 of page 3 of 13 of the Agreement dated January 1, 2012 for Bruno
19 and Tervalon, LLP. The maximum compensation for all services including
20 professional hours and expenses shall not exceed Four Hundred Fifty
21 Thousand Dollars (450,000.00). If there are any necessary and ordinary
22 expenses attached to the work of the Firm of Bruno and Tervalon, LLP
23 these expenses shall be reimbursable by the City but the total amount of

1 such expenses, in addition to the fees shall not exceed Four Hundred Fifty
2 Thousand Dollars (\$450,000.00).

3 2. To change the termination date of the agreement by deleting the date,
4 "December 31, 2012" on line 14 of page 8 of 13 and inserting in lieu
5 thereof the date "December 31, 2013".

6 3. Convicted felon

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

12 4. Non-Solicitation

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

19 5. Inspector General cooperation

20 It is agreed that the contractor or applicant will abide by all provisions of
21 City Code §2-1120, including but not limited to City Code §2-1120(12),
22 which requires the contractor to provide the Office of Inspector General
23 with documents and information as requested. Failure to comply with

1 such requests shall constitute a material breach of the contract. In signing
2 this contract, the contractor agrees that it is subject to the jurisdiction of
3 the Orleans Parish Civil District Court for purposes of challenging a
4 subpoena.

5 6. Ownership Interest

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

16 7. Subcontractor Reporting

17 The Contractor shall provide a list of all persons, natural or artificial, who
18 are retained by the Contractor at the time of the contract's execution and
19 who are expected to perform work as subcontractors in connection with
20 the Contractor's work for the city. In regard to any subcontractor proposed
21 to be retained by the Contractor to perform work on the contract with the
22 city, the Contractor must provide notice to the city within 30 days of
23 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.

1 **IN WITNESS WHEREOF:**

2 ATTEST

3 _____
4 _____
5 _____
6 _____
7 _____

CITY COUNCIL


Stacy Head
City Council President

8 *eva. itt*

Bruno and Tervalon, LLP

9 Ruth H. Evans



By: Alcide J. Tervalon, Jr.
Managing Partner
4298 Elysian Fields
New Orleans, LA 70122

10
11
12
13

14
15

16 Approved: 
17 _____
18 Law Department

72-0877929
Federal ID Number