

K18-437

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
BRUNO AND TERVALON, LLP

THIS SECOND AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, through the Council of the City of New Orleans (the “**Council**”), represented by Jason Williams, Council President (the “**City**”), and Bruno and Tervalon, LLP, represented by Alcide J. Tervalon, Jr., Managing Partner (the “**Advisor**”). The City and the Advisor may sometimes be collectively referred to as the “**Parties.**” This Amendment is made effective as of January 1st, 2018 (the “**Effective Date**”).

RECITALS

WHEREAS, on January 1, 2016 the City and the Advisor entered into a professional services agreement under which the Advisor agreed to provide services as special counsel in relation with electric and/or natural gas regulatory matters (the “**Agreement**”);

WHEREAS, the Parties amended the Agreement once to increase the compensation of the Contractor for additional work;

WHEREAS, on December 14, 2017, the Council adopted Motion M-17-613 under which the President of the Council was authorized to sign this Amendment to extend the term of the Agreement, as amended, and to increase the compensation for continuity of services; and

WHEREAS, the City and the Advisor, each having the authority to do so, now desire to enter this Amendment to extend the term of the Agreement, as amended, and to increase the compensation for the purpose of continuity of services.

NOW THEREFORE, for good and valuable consideration, the Parties amend the Agreement, as amended, as follow:

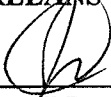
1. **Extension.** In accordance with Article V. B. of the Agreement, the term is extended for 1 year from the Effective Date through December 31, 2018.
2. **Compensation.** The maximum aggregate compensation payable described in Article IV. B. of the Agreement is increased by \$220,000.00 to a new total amount not-to-exceed \$660,000.00.
3. **Convicted Felon Statement.** The Advisor swears that it complies with City Code § 2-8(c). No principal, member, or officer of the Advisor has, within the preceding five (5) 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 Statement.** The Advisor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Advisor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

5. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

6. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Amendment.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: 
Jason Williams, Council President


Executed on the 4 of April, 2018.

BRUNO AND TERVALON, LLP

BY: 
Alcide J. Tervalon, Jr., Managing Partner

72-0877929
FEDERAL TAX I.D.

APPROVED:
Law Department

By: 

Printed Name: Ashley Beanel

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[END OF AMENDMENT]