

K24-265

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY COUNCIL OF NEW ORLEANS  
AND  
CARR, RIGGS & INGRAM CPAs AND ADVISORS  
*AUDIT AGREEMENT: COMPREHENSIVE ANNUAL FINANCIAL REPORT*

**THIS SECOND AMENDMENT** (the “Amendment”) is entered into by and between the City Council of New Orleans, represented by Helena Moreno, City Council President (the “City”), and Carr, Riggs & Ingram CPAs and Advisors, represented by Becky Hammond, (the “Contractor”). The City and the Contractor are sometimes each referred to as a “Party,” and collectively, as the “Parties.” The Amendment is effective as of March 1, 2024 (the “Effective Date”).

**RECITALS**

**WHEREAS**, the City and the Contractor are parties to a professional services agreement dated June 1, 2022, to perform a comprehensive annual financial report of the City and prepare a report of opinion regarding same (as amended by Amendment No. 1 effective June 1, 2023, the “Agreement”);

**WHEREAS**, the City and the Contractor, each having the authority to do so, desire to enter into this Amendment to extend the term and to increase the maximum compensation payable under the Agreement.

**NOW THEREFORE**, for good and valuable consideration, the City and the Contractor amend the Agreement as follows:

**I. Extension.** In accordance with Article/Section V of the Agreement, the term is extended through February 28, 2025.

**II. Compensation.** The compensation described in Article/Section IV of the Agreement is increased by \$583,775 to a total amount not to exceed \$1,779,825.00.

**A. Rate of Compensation.**

1. The City will pay the Contractor in accordance with the following rate:

<u>Audit Task #1</u>	
<u>Services</u>	<u>Fee</u>
Comprehensive Annual Financial Report	543,875
Statewide Agreed-Upon Procedures – City of New Orleans	28,500

Statewide Agreed-Upon Procedures – Airport	11,400
Total	583,775

---

2. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the City in accordance with the terms and conditions of this Agreement.

3. The stated compensation is inclusive, and includes no additional amounts for, the Contractor's costs, including, without limitation, all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, records retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Agreement. The City will not consider or be obligated to pay or reimburse the Contractor any other charges or fees, and the Contractor will not be entitled to any additional compensation or reimbursement, except as otherwise specifically provided in the Agreement.

4. The Contractor will immediately provide written notification to the City of any reduction to the rate of compensation for its most favored customer, and the rate of compensation established by this Agreement will automatically adjust to the reduced rate effective as of the effective date of the reduction for the most favored customer.

**III. Additional Miscellaneous Provisions:** The following terms and conditions are added to the Agreement:

**A. Convicted Felon Statement:** The Contractor swears that it complies with City Code § 2-8(c). 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.

**B. Non-Solicitation Statement:** The Contractor 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 Contractor 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.

**C. OIG Cooperation:** The Contractor will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires 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 this contract. Contractor agrees that it is subject to the jurisdiction of Orleans Parish Civil District Court for purposes of challenging a subpoena.

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

**E. 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.

**[SIGNATURES CONTAINED ON NEXT PAGE]**

**[The remainder of this page is intentionally left blank.]**

IN WITNESS WHEREOF, the City Council and the Contractor, through their duly authorized representatives, execute this Agreement.

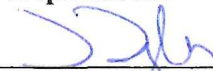
**CITY COUNCIL OF NEW ORLEANS**

BY:   
HELENA MORENO, CITY COUNCIL PRESIDENT

Executed on this 16<sup>th</sup> day of April, 2024

**FORM AND LEGALITY APPROVED:**

**Law Department**

By: 

Printed Name: Tracy Tyler

**CARR, RIGGS & INGRAM CPAS AND ADVISORS**

BY:   
BECKY HAMMOND, PARTNER

72-1396621  
FEDERAL TAX I.D.