

K24-417

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

BRUNO & TERVALON LLP, CPAs

AUDIT AGREEMENT: SINGLE AUDIT

THIS SECOND AMENDMENT (the “Second Amendment”) is entered into by and between the City Council of New Orleans, represented by Helena N. Moreno, Council President (the “Council”), and Bruno & Tervalon LLP, CPAs, represented by Jonald J. Walker III, Managing Partner (the “Contractor”). The City and the Contractor are sometimes each referred to as a “Party,” and collectively, as the “Parties.” The Second Amendment is effective as of March 1, 2024 (the “Effective Date”).

RECITALS

WHEREAS, effective June 1, 2022, the Council and the Contractor entered into a professional services agreement, to perform the Single Audit of the City of New Orleans and prepare a report of opinion regarding same (the “Agreement”);

WHEREAS, the Agreement was amended, effective on June 1, 2023, to extend the term, to increase the compensation, and to update essential provisions (the “First Amendment”); and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term and increase the amount of 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 for an additional 1-year term from the Effective Date through February 28, 2025.

II. Compensation. The compensation described in Article/Section IV of the Agreement is increased by \$141,000.00 to a total amount not to exceed \$418,000.00.

A. Rate of Compensation.

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

<u>Audit Task #2</u>	
<u>Services</u>	<u>Fee</u>
Single Audit	141,000
Total	141,000

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 Provisions:

- 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. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.
- D. **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 and the Contractor, through their duly authorized representatives, execute this Agreement.

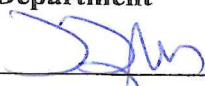
CITY COUNCIL OF NEW ORLEANS

BY: 
HELENA N. MORENO, PRESIDENT-CITY COUNCIL

Executed on this 15th of May, 2024

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Tyle

BRUNO & TERVALON LLP, CPAS

BY: 
JONALD J. WALKER III, MANAGING PARTNER

72-0877929
FEDERAL TAX I.D.