

AMENDMENT NO. 6 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
SPEARS CONSULTING GROUP, L.L.C.

THIS SIXTH 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 Helena Moreno, Council President (the "City"), and Spears Consulting Group, L.L.C., represented by Cleveland Spears, President/CEO (the "Contractor"). The City and the Contractor may sometimes be collectively referred to as the "Parties." This Amendment is made effective as of September 1, 2021.

RECITALS

WHEREAS, on March 1, 2016, the City and the Contractor entered into a professional services agreement under which the Contractor agreed to provide communications consultant services to the City Council (the "Agreement");

WHEREAS, on November 4, 2021 the Council adopted Motion M-21-409 to renew the Agreement and increase the maximum compensation amount; and

WHEREAS, the City and the Contractor, each having the authority to do so, now desire to enter this Amendment to increase the maximum compensation payable during the Renewal Term for the purpose of continuity of services and to include additional contract provisions mandated by the City Code.

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

1. Compensation. Article II Section C of the Agreement is hereby superseded in its entirety and replaced with the following:

C. Maximum Compensation: The maximum aggregate compensation payable to the Contractor under this Agreement, inclusive of all extension terms, shall not exceed \$812,500. In addition to the foregoing limitation, the amount payable to Contractor during the extension term beginning September 1, 2021 and ending February 28, 2022 shall not exceed \$80,000. The maximum compensation is inclusive of any necessary and ordinary expenses incurred by the Contractor.

3. Additional Miscellaneous Provisions. The following terms and conditions are hereby added to the Agreement:

1. Cost Recovery. In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations.

2. Living Wages. The Living Wage provision as in Amendment 5 of the Agreement shall be revised to delete section, Sections c. and d., and revise them as follows:

- c. **Current Living Wage.** In accordance with the Living Wage Ordinance, Living Wage shall be as follows:
- a. \$11.19 per hour for any work performed on or before December 31, 2021;
 - b. \$13.25 per hour for any work performed on or before December 31, 2022;
 - c. \$15.00 per hour for any work performed on or before December 31, 2023; and
 - d. \$15.00 per hour plus any adjustment provided in subsection D below for any work performed during calendar year 2024 or thereafter.
- d. **Adjusted Living Wage.** In accordance with Section 70-806(2) of the City Code, the Living Wage shall be annually adjusted for inflation, as defined by the Consumer Price Index calculated by the U.S. Bureau of Labor Statistics as applied to the South Region, except that in no instance shall the Living Wage be adjusted downward. The first adjustment shall become effective on January 1, 2024 using the Consumer Price Index figures provided for the preceding year, and thereafter on an annual basis.
3. **Convicted Felon Statement.** The Contractor swears that it complies with City Code § 2-8(c). No principal, member, or officer of the Contractor 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 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.
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.

[Remainder of page intentionally left blank]

Signature page to follow

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

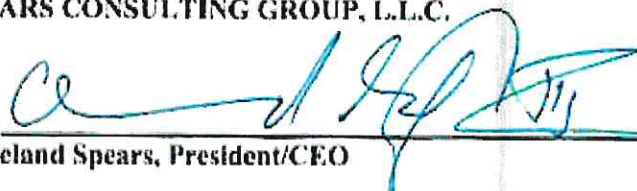
CITY OF NEW ORLEANS

BY: 

Helena Moreno, Council President

Executed on the 2nd of May, 2022

SPEARS CONSULTING GROUP, L.L.C.

BY: 

Cleveland Spears, President/CEO

26-2982546

FEDERAL TAX I.D.

APPROVED:
Law Department

By: 

Printed Name: Andrew Gregorim