

K18-521

**AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
SPEARS CONSULTING GROUP, L.L.C.**

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 R. Williams, 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 March 1st, 2018 (the "**Effective Date**").

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, the Parties renew the Agreement once for continuity of services;

WHEREAS, on February 22, 2018, the Council adopted Motion M-18-56 to renew the Agreement, as amended, for six months for continuity of services; and

WHEREAS, the City and the Contractor, each having the authority to do so, now desire to enter this Amendment to extend the term of the Agreement 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 III of the Agreement the term is extended for six months from the Effective Date through August 31, 2018.

2. **Compensation.** The maximum aggregate compensation payable described in Article II.C. of the Agreement is increased by \$62,500.00 to a new total amount not-to-exceed \$312,500.00.

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 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.

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

CITY OF NEW ORLEANS

BY: 
Jason R. Williams, Council President

Executed on the 7 of April, 2018

SPEARS CONSULTING GROUP, L.L.C.

BY: 
Cleveland Spears, President/CEO

26-2982546
FEDERAL TAX I.D.

APPROVED:
Law Department

By: 

Printed Name: Ashley Beaudet