

K16-006

**AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE COUNCIL OF THE CITY OF NEW ORLEANS
AND
DAE, L.L.C. D/B/A THE ESTOPINAL GROUP**

THIS FOURTH AMENDMENT (the “**Amendment**”) is entered into by and between the Council of the City of New Orleans, represented by Jason R. Williams, Council President (the “**Council**”), and DAE, L.L.C., d/b/a The Estopinal Group, represented by Denise A. Estopinal, Chief Executive Officer (the “**Contractor**”). This Amendment is made effective as of January 1st, 2016 (the “**Effective Date**”).

RECITALS

WHEREAS, on January 1st, 2012, the Council and the Contractor entered into a professional services agreement under which the Contractor agreed to serve as communications consultant to the Council (the “**Agreement**”);

WHEREAS, the Council and the Contractor agreed three times to extend the term of the Agreement as well as to increase the Contractor’s compensation for continuity of services;

WHEREAS, on December 10, 2015, the Council adopted Motion M-15-609 to renew the Agreement, as amended, for the fourth time for continuity of services; and

WHEREAS, the Council and the Contractor, 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 of the Contractor.

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

1. **Monthly Extension.** The term of the Agreement is extended on a monthly basis. It shall begin on the Effective Date and expire no later than December 31, 2016.

2. **Monthly Compensation.** The Council shall pay the Contractor a compensation that will not exceed \$11,000.00 per month. The maximum compensation for 12 months shall not exceed \$132,000.00.

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 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, as amended, remain in full force and effect.

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

COUNCIL FOR THE CITY OF NEW ORLEANS

BY:  _____
Jason R. Williams, Council President

Executed on the 2nd of May, 2016

DAE, L.L.C. D/B/A THE ESTOPINAL GROUP

BY:  _____

APPROVED:
Law Department

By:  _____

Printed Name: Julie P. Meyer