

K23-427

**AMENDMENT NO. 8 TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF NEW ORLEANS  
AND  
SPEARS CONSULTING GROUP, LLC**

**THIS EIGHTH AMENDMENT** (the "Amendment") is entered into by and between the City Council of New Orleans, represented by JP Morrell, Council President (the "Council"), and Spears Consulting Group, LLC, represented by Cleveland Spears, III, (the "Contractor"). The City and the Contractor are sometimes each referred to as a "Party," and collectively, as the "Parties." The Agreement is effective as of September 1, 2023 (the "Effective Date").

**RECITALS**

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

**WHEREAS**, on February 9, 2017, the Council adopted Motion, M-17-77 to renew the Agreement and to increase the maximum compensation amount;

**WHEREAS**, on February 22, 2018, the Council adopted Motion, M-18-56 to renew the Agreement and to increase the maximum compensation amount;

**WHEREAS**, on July 26, 2018, the Council adopted Motion, M-18-311 to renew the Agreement and to increase the maximum compensation amount;

**WHEREAS**, on August 20, 2019, the Council adopted Motion, M-19-321 to renew the Agreement and to increase the maximum compensation amount;

**WHEREAS**, on July 16, 2020, the Council adopted Motion, M-20-232 to increase the maximum compensation amount;

**WHEREAS**, on September 30, 2020, the Council adopted Motion, M-20-278 to renew the Agreement;

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

**WHEREAS**, on June 9, 2022, the Council adopted Motion, M-22-247 to renew the Agreement and to increase the maximum compensation amount;

**WHEREAS**, on October 20, 2022, the Council adopted Motion, M-22-459 the renew the Agreement and to increase the maximum compensation amount;

**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 August 31, 2024.

**II. Compensation.** The compensation described in Article/Section IV of the Agreement is increased by \$120,000, from \$ 59,100 to a total amount not to exceed \$ 991,600.

**III. 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.

**IV. 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

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

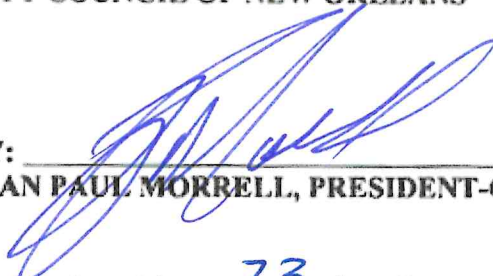
**VI. Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original 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:   
JEAN PAUL MORRELL, PRESIDENT-CITY COUNCIL

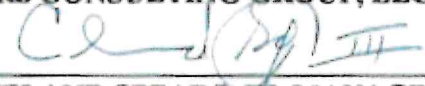
Executed on this 23 day of May, 2023

**FORM AND LEGALITY APPROVED:**  
Law Department

By:   
\_\_\_\_\_

Printed Name: Tracy Tyle

**SPEARS CONSULTING GROUP, LLC**

BY:   
CLEVELAND SPEARS, III, MANAGER

26-2982546

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**FEDERAL TAX I.D.**