

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY COUNCIL OF NEW ORLEANS
AND
SPEARS CONSULTING GROUP, LLC**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the “**Amendment**”) is entered into by and between the City Council of New Orleans, represented by Helena Moreno, Council President (the “**Council**”), and Spears Consulting Group, LLC, represented by Cleveland Spears III (the “**Contractor**”). The Council and the Contractor are sometimes each referred to as a “**Party**,” and collectively, as the “**Parties**.” The Amendment is effective as of July 1, 2024 (the “**Effective Date**”).

RECITALS

WHEREAS, the Council and Contractor are parties to a one-year Professional Services Agreement bearing City Contract No. 23-1325 and effective September 1, 2023 (the “**Agreement**”); and

WHEREAS, the Council and the Contractor, each having the authority to do so, desire to enter into this Amendment to extend the term of the Agreement, to increase compensation, and to reaffirm essential provisions.

NOW THEREFORE, for good and valuable consideration, Council and the Contractor amend the Agreement as set forth below:

1. **Extension**. In accordance with Article V(B) of the Agreement, the term is extended through July 31, 2025.

2. **Compensation**. Article III, Section B of the Agreement is modified as follows: the maximum total compensation to be paid to the Contractor for services provided pursuant to this Agreement, together with any reimbursable expenses, shall not exceed \$150,000 during the extension term of July 1, 2024 through June 30, 2025.

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

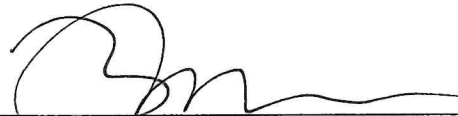
- a. **Convicted Felon Statement**. Contractor swears that it complies with City Code § 2-8(c). No principal, member, or officer of Contractor has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.
- b. **Non-Solicitation Statement**. 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. 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, as previously amended, 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.
- e. **No Legal Representation.** Each party acknowledges that, in executing this Amendment, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this instrument. This Amendment shall not be construed against any party by reason of the drafting or preparation hereof.

[SIGNATURES CONTAINED ON NEXT PAGE]

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


CITY COUNCIL OF NEW ORLEANS

BY: 
HELENA MORENO, PRESIDENT

Executed on this 20th day of November, 2024


FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Andrew Gregorish

SPEARS CONSULTING GROUP, LLC

BY: 
CLEVELEAND SPEARS III, MEMBER

26-2982546

FEDERAL TAX I.D.