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PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS/OFFICE OF INSPECTOR GENERAL

AND

SPEARS CONSULTING GROUP, LLC

RE: ENHANCED DATABASE CAPABILITIES SERVICES

THIS AGREEMENT (the "Agreement") is made and entered into this 9th day of July, 2015, by and between the City of New Orleans Office of Inspector General ("OIG"), represented by Mitchell J. Landrieu, Mayor (the "City"), and Spears Consulting Group, LLC, represented by Cleveland Spears, III, President and CEO (the "Consultant").

NOW THEREFORE, the City/OIG and the Consultant agree as follows:

I. THE CONSULTANT'S OBLIGATIONS.

Services. The Consultant will, in accordance with a schedule approved by the OIG, create a reporting database populated by a customized form that will uniformly gather information about every report and display the results in a consistent way. The reporting database will include the following features:

i. Ability to enter the element of the Report Page into the database in separate database fields will be used to populate a template that provides a custom view of the Report Page on the front end of the website.
ii. Functionality powered by integrating Content Builder with Breezing Forms.
iii. Ability to enter data using a form that includes fields for every necessary detail.
iv. Ability to upload graphics and documents with a single click.
v. Ability to change the layout of all Report Pages by modifying the master template.
vi. Portability of the Report Pages database so that it can be exported and applied elsewhere.
vii. Advanced search options that can display data based on any of the fields.
viii. Option to have 'internal' fields visible on the back end to an authorized user, but not displayed on the front end of the website.

1. Populate Report Page templates with information from spreadsheet containing information and documents relating to released OIG reports. Spreadsheet of information to be provided by the OIG.

2. Submit complete and accurate invoices, maintain records, submit to audits and inspections, maintain applicable insurance, and perform all other obligations of the Consultant set forth in this Agreement;

3. Promptly correct any errors or omissions and any work deemed unsatisfactory or unacceptable by the OIG, at no additional compensation;

4. Monitor, supervise, and otherwise control and be solely responsible for all persons performing work on its behalf;

5. Cooperate with the OIG and any person performing work for the OIG.

OIG officers and employees are not authorized to request or instruct the Consultant to perform any work beyond the scope or duration of this Agreement in the absence of an executed amendment to this Agreement.

B. Compliance with Laws. The Consultant, and any person performing work on its behalf, will comply with all applicable federal, state, and local laws and ordinances.

C. Schedule.

1. The OIG has the sole right to approve, reject, or require changes to all schedules relating to the performance of this Agreement, including, without limitation, any proposed progress schedule and any requests for modifications.
2. The Consultant acknowledges and agrees that time is of the essence in the performance of this Agreement.

D. Invoices.

1. The Consultant will submit invoices for work performed under this Agreement to the OIG no later than ten (10) calendar days following the completion of the corresponding phase of the website redesign. Untimely invoices may result in delayed payment for which the City/OIG is not liable. At a minimum, each invoice must include the following information:

   a. Description of the work completed and the individuals who performed the work;
   b. An authorized signature under penalty of perjury attesting to the validity and accuracy of the invoice.

2. Invoices will be processed upon OIG's written acknowledgement of receipt of the satisfactory work products. The OIG has the sole right to approve or require changes to the form of the invoice. The OIG may require additional supporting documentation to be submitted with invoices.

3. The selected consultant will be expected to return all OIG phone calls and/or email communication within forty-eight (48) hours. OIG and consultant will develop mutually agreed upon deadlines and penalties for specific deliverables or technical assistance as appropriate.

E. Records and Reporting.

1. The Consultant will maintain all documents (in any form, whether written or electronic) relating or pertaining to this Agreement, including without limitation all ledgers, books, invoices, receipts, vouchers, canceled checks, wage records, timesheets, subcontracts, reports, correspondence, lists, notes, and memoranda, for the duration of this contract or agreement and for at least five (5) years following the completion or termination of this Agreement, including all renewal periods.

2. The OIG designates Nadiene Van Dyke as its primary point of contact for all dealings

with Consultant related to carrying out this Agreement. All Consultant communications should be directed to Ms. Van Dyke. Communications may be directed to secondary points of contact as designated by Ms. Van Dyke. The Consultant will not respond to requests for service or support made by any other persons purporting to act on behalf of the OIG.

F. Audit and Inspection.

1. The Consultant will submit to any City audit, inspection, and review and, at the City's request, will make available all documents relating or pertaining to this Agreement maintained by or under the control of the Consultant, its employees, agents, assigns, successors and subcontractors, during normal business hours at the Consultant's office or place of business in Louisiana. If no such location is available, the Consultant will make the documents available at a time and location that is convenient for the City.

2. The Consultant will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the Consultant to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. The Consultant agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

G. Insurance.

1. Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the Contractor will maintain the following insurance in full force and effect for the duration of the work under this Agreement:

1. **Commercial General Liability** (CGL) Policy # 4024050432, written on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of $1,000,000 per occurrence, with a general aggregate limit of $2,000,000.

2. **Workers' Compensation:** as required by the State of Louisiana, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

Additional Insured Status

Contractor has provided, and will maintain current, a Certificate of Insurance naming the Office of Inspector General and the City of New Orleans as "Additional Insureds" on the CGL policy with respect to liability arising out of the performance of this agreement.

Primary Coverage

For any claims related to this contract, Contractor's insurance coverage shall be primary insurance in respect to Office of Inspector General and the City of New Orleans. Any insurance or self-insurance maintained by the City shall be non- contributing to Contractor's coverage.

Waiver of Subrogation
Contractor and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this contract.

Notice of Cancellation
Each insurance policy required above shall provide that coverage shall not be canceled, except with prior notice to the Office of Inspector General of no less than 60 days.

H. Indemnity.

1. The Consultant will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Released Parties: for all liability, costs and expenses arising directly or indirectly out of any act of omission of the Consultant, its agents, subcontractors, or employees or otherwise arising out of the performance of the services pursuant to this Agreement.

2. The Consultant's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Consultant nor any of its agents, subcontractors, or employees contributed to such gross negligence or willful misconduct.

3. The Consultant has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (a) the allegations are or may be groundless, false, or fraudulent; or (b) the Consultant is ultimately absolved from liability.

II. REPRESENTATIONS AND WARRANTIES.

A. The Consultant represents and warrants to the City that:

1. The Consultant, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement;

2. The Consultant has the requisite expertise, qualifications, staff, materials, equipment, licenses, permits, consents, registrations, and certifications in place and available for the performance of all work required under this Agreement;

3. The Consultant is fully and adequately insured for any injury or loss to its employees and any other person resulting from the actions or omissions of the Consultant, or its employees in the performance of this Agreement;

4. The Consultant is not under any obligation to any other person that is inconsistent or in conflict with this Agreement or that could prevent, limit, or impair the Consultant's performance of this Agreement;

5. The Consultant has no knowledge of any facts that could prevent, limit, or impair the

performance of this Agreement, except as otherwise disclosed to the City/OIG and incorporated into this Agreement;

6. The Consultant is not in breach of any federal, state, or local statute or regulation applicable to the Consultant or its operations;

7. Any rate of compensation established for the performance of services under this Agreement are no higher than those charged to the Consultant's most favored customer for the same or substantially similar services;

8. The Consultant has read and fully understands this Agreement, including the solicitation, and is executing this Agreement willingly and voluntarily; and

9. All of the representations and warranties in this Article and elsewhere in this Agreement are true and correct as of the date of this Agreement by the Consultant and the execution of this Agreement by the Consultant's representative constitutes a sworn statement, under penalty of perjury, by the Consultant as to the truth of the foregoing representations and warranties.

B. Convicted Felon Statement. The Consultant complies with City Code § 2-8(c) and no principal, member, or officer of the Consultant 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.

C. Non-Solicitation Statement. The Consultant has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Consultant 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 Agreement.

D. Employee Verification. The Consultant swears that (i) it is in compliance with La. R.S. 38:2212.10, and is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Consultant a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Agreement to termination, and may further result in the Consultant being ineligible for any public contract for a period of three years from the date the violation is discovered. The Consultant further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the termination of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of La. R.S. 38:2212.10. The Consultant will provide to the City a sworn affidavit attesting to the above provisions if requested by the City. The City may terminate this Agreement for cause if the Consultant fails to provide such the requested affidavit or violates any provision of this paragraph.

E. The Consultant acknowledges that the City/OIG is relying on these representations and warranties and Consultant's expertise, skill, and knowledge and that the Consultant's obligations and liabilities will not be diminished by reason of any approval by the City/OIG.

III. THE CITY'S OBLIGATIONS.

A. Administration. The City will:

1. Administer this Agreement through the Office of Inspector General (OIG), which will assign or authorize work under this Agreement;

2. Provide the Consultant any documents deemed necessary for the Consultant's performance of any work required under this Agreement;

3. Provide the Consultant with project oversight, including developing evaluation objectives, reviewing and approving the Consultant's evaluation plan, determining milestones, and consulting with the Reference on the final report; and

B. Payment. The City will make payments to the Consultant at the rate of compensation established in this Agreement within thirty (30) days of the receipt of the Consultant's certified invoices, except:

1. The City's obligation to make any payment is contingent upon the Consultant's: (a) submission of a complete and accurate invoice, including all required information and documents; (b) satisfactory performance of the services and conditions required by this Agreement, including, without limitation, satisfactory deliverables;

2. Unless specifically authorized by a validly executed amendment, the City/OIG is not obligated under any circumstances to pay for any work performed or costs incurred by the Consultant that:

a) Exceed the maximum aggregate amount payable established by this Agreement;

b) Are beyond the scope or duration of this Agreement;

c) Arise from or relate to the any change order within the scope of the Agreement;

d) Arise from or relate to the correction of errors or omissions of the Consultant or its subcontractors; or

e) The City is not expressly obligated to pay under this Agreement.

3. The OIG, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute.

4. If this Agreement is terminated for any reason, the City will pay the Consultant only for the work requested by the OIG and satisfactorily performed by the Consultant through the date of termination, except as otherwise provided in this Agreement.

IV. COMPENSATION.

A. Rate of Compensation.

The Consultant's compensation for the performance of work under this Agreement will be $3,500.00.

Payments will not be issued until the OIG has signed off on the corresponding phase/work product(s).
This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the OIG in accordance with the terms and conditions of this Agreement. The stated compensation is inclusive, and includes no additional amounts for the Consultant's costs, including without limitation all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, record retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Agreement.
The Consultant immediately will notify the City in writing of any reduction to the rate of compensation for its most favored customer and the rate of compensation established by this Agreement automatically will adjust to the reduced rate effective as of the effective date of the reduction for the most favored customer.

B. Maximum Amount. The maximum aggregate amount payable by the City under this Agreement is THREE THOUSAND FIVE HUNDRED DOLLARS ($3,500).

V. DURATION AND TERMINATION.

A. Initial Term. The initial term of this Agreement covers one year from the effective date of the Agreement.

B. Extension. The OIG may extend the term this Agreement for no more than two (2) successive one (1) year periods pursuant to validly executed amendments, provided that:

1. Any extension of this Agreement is subject to and contingent upon the encumbrance of funds;

2. The OIG determines that the extension facilitates the continuity of services provided under this Agreement; and

3. The total duration of the Agreement, including the original term and any extensions, shall not exceed three (3) years.

C. Termination for Convenience. Either party to this Agreement may terminate the agreement at any time during the term of the agreement by giving the other party written notice of said intention to terminate at least thirty (30) calendar days before the intended date of termination.

D. Termination for Non-Appropriation. This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice.

E. Termination for Cause. The OIG may terminate this Agreement immediately for cause by sending written notice to the Consultant. "Cause" includes without limitation any

failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General.

F. Suspension. The OIG may suspend this Agreement at any time and for any reason by giving two (2) business day's written notice to the Consultant. The Consultant will resume work upon five (5) business day's written notice from the OIG.

VI. NON-DISCRIMINATION.

A. Equal Employment Opportunity. In all hiring or employment made possible by, or resulting from this Agreement, the Consultant (1) will not be discriminate against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Consultant's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. Non-Discrimination. In the performance of this Agreement, the Consultant will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex (gender), sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Consultant in any of Consultant's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Consultant. The Consultant agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. The OIG may terminate this Agreement for cause if the Consultant fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

VII. INDEPENDENT CONTRACTOR.

A. Independent Contractor Status. The Consultant is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

B. Exclusion of Worker's Compensation Coverage. The City will not be liable to the Consultant, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Consultant will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. Exclusion of Unemployment Compensation Coverage. The Consultant, as an independent contractor, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(E) and neither the Consultant nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) the Consultant has been and will be free from any control or direction by the City over the performance of the services covered by this contract; (b) the services to be performed by the Consultant are outside the normal course and scope of the City's usual business; and (c) the Consultant has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. Waiver of Benefits. The Consultant, as an independent contractor, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

VIII. NOTICE.

A. Notice Requirements. Any notice, demand, communication or request required or permitted under this Agreement (except for any routine communications) shall be in writing and delivered in person or by certified mail, return receipt requested, as follows:

i. To the OIG:

Office of Inspector General for the City of New Orleans
Attn: General Counsel
525 St. Charles Avenue
New Orleans, LA 70130

To the City:

City Attorney
City of New Orleans
1300 Perdido St. 5E03
New Orleans, LA 70112

ii. To the Consultant:

Spears Consulting Group, LLC
Attn: Cleveland Spears, III, President and CEO
132 Carondelet Street

New Orleans, LA 70130

All changes of address or recipient(s) must be provided to each party in a writing that specifically identifies this Agreement. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OIG and the Consultant.

B. Receipt of Notices. Notices are effective upon receipt at the address specified above. Any notice sent but not received by or delivered to the intended recipient because of any refusal or evasion of delivery shall be deemed effective on the date of the first attempted delivery.

IX. ADDITIONAL PROVISIONS.

A. Limitations of the City's Obligations. The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

B. No Promotional Content. The OIG website will not contain any content promoting or advertising the Consultant.

C. Ownership Interest Disclosure. The Consultant will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in the Consultant and stating that no other person holds an ownership interest in the Consultant via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Consultant fails to submit the required affidavits, the OIG may, after 30 days' written notice to the Consultant, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

D. No Subcontractors. No subcontractors are permitted under this contract.

E. Prohibition of Financial Interest in Agreement. No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of Consultant, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to Consultant pursuant to this Agreement without regard to Consultant's otherwise satisfactory performance of the Agreement.

F. Prohibition on Political Activity. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

G. Conflicting Employment. To ensure that the Consultant's efforts do not conflict with the City's interests, and in recognition of the Consultant's obligations to the OIG, the Consultant will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The Consultant will promptly notify the OIG in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Consultant's performance of this Agreement. The OIG will make the final determination whether the Consultant may accept the other employment.

H. Non-Exclusivity. This Agreement is non-exclusive and the Consultant may provide services to other clients, subject to the OIG's approval of any potential conflicts with the performance of this Agreement and the City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

I. Assignment. This Agreement and any part of the Consultant's interest in it are not assignable or transferable without the OIG's prior written consent.

J. Terms Binding. The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

K. Jurisdiction. The Consultant consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the Contractor.

L. Choice of Law. This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

M. Construction of Agreement. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the Consultant on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

N. Severability. Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

O. Survival of Certain Provisions. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination

of this Agreement and continue in full force and effect.

P. No Third Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

Q. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

R. Non-Waiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

S. Entire Agreement. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

IN WITNESS WHEREOF, the City and the Consultant execute this Agreement.

CITY OF NEW ORLEANS

BY: _____

MITCHELL J. LANDRIEU, MAYOR

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

SPEARS CONSULTING GROUP, LLC

BY: _____

CLEVELAND SPEARS, III, President/CEO
CORPORATE TAX I.D.: 26-2982546