

K23-933

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AND
SOFTWARE AS A SERVICE AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
WEST PUBLISHING CORPORATION (THOMSON REUTERS)
FOR
CLEAR SOFTWARE FOR PROPERTY OWNER LOCATION SERVICES**

THIS SECOND AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and West Publishing Corporation (Thomson Reuters), represented by its duly authorized representative (the “**Contractor**”). The City and the Contractor are sometimes each referred to as a “**Party**,” and collectively, as the “**Parties**.” The Amendment is effective as of August 1, 2023 (the “**Effective Date**”).

RECITALS

WHEREAS, on August 1, 2021, the City and the Contractor entered into a Professional Services and Software as a Service Agreement for the purpose of the City being better able to locate owners or interested parties of properties situated in New Orleans who have failed to update their contact information with the Assessor or Bureau of Treasury (the “**Agreement**”);

WHEREAS, effective August 1, 2022, the City and the Contractor entered into the First Amendment to the Agreement to extend the term, increase the compensation, and to update terms and conditions; and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term, increase the compensation, and update the terms and conditions of the Agreement;

NOW THEREFORE, for good and valuable consideration, the City and the Contractor amend the Agreement as follows:

- 1. Extension.** In accordance with Section 4(B) of the Agreement, the term is extended for an additional one year from August 1, 2023 through July 31, 2024.
- 2. Compensation.** The compensation described in Section 3(B) of the Agreement is increased from \$61,417.92 by \$33,334.80, to a total amount not to exceed \$94,752.72.
- 3. Additional Miscellaneous Provisions.** The following terms and conditions are added to the Agreement:
 - a. 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 Contractor 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.

- b. **Order Form.** Thomson Reuters Order Form ID: Q-06493510 and its terms are incorporated into the Agreement, and attached hereto as *Exhibit A*. If there is a conflict between the Agreement and this Exhibit A, then the Agreement controls.

4. **Convicted Felon Statement.** The Contractor swears that it complies with City Code Section 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.

5. **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.

6. **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.

7. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment, but all of which, when taken together, shall constitute one and the same agreement.

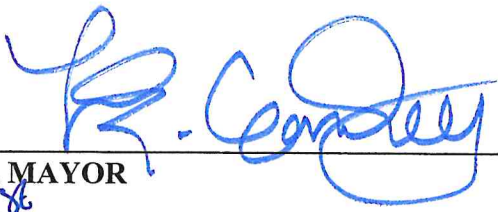
8. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original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

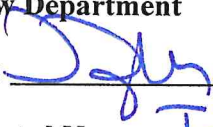
CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 31st of October, 2023

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Tyler

WEST PUBLISHING CORPORATION (THOMSON REUTERS)

BY: 
C19C64D9E95B4CC...

Printed Name: Ronald Dicicco

Title: SCM Consultant

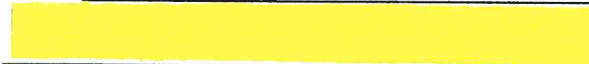

FEDERAL TAX I.D.

Exhibit A attached separately.