

**AMENDMENT NO. 1 TO PROFESSIONAL AND
SOFTWARE AS A SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND**

WEST PUBLISHING CORPORATION (THOMSON REUTERS)

THIS FIRST AMENDMENT TO THE PROFESSIONAL AND SOFTWARE AS A SERVICES AGREEMENT (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 Charles b. Mikesell, Officer (the “**Contractor**”). The City and the Contractor may sometimes be collectively referred to as the “**Parties**.” The Agreement is effective as of August 1, 2022 (the “**Effective Date**”).

RECITALS

WHEREAS, effective as of August 1, 2021, the City and the Contractor entered into a Professional and Software as a Services Agreement (the “**Agreement**” or “**K22-171**”) for the purpose of the City being better able to locate owners and/or interested parties of properties situated in New Orleans who have failed to update their contact information with the Assessor or the Bureau of Treasury;

WHEREAS, the Contractor’s CLEAR subscription software allows the City to find the current contact information of property owners by searching public and private databases, court records, driver’s licenses, and vehicle registration records for reasons, including noticing property owners of administrative hearings;

WHEREAS, the Contractor’s CLEAR subscription software offers a comprehensive, online investigative platform that allows the City’s case specialist to access public records, publicly available information, and proprietary data for investigative purposes;

WHEREAS, the Contractor is uniquely qualified to provide the CLEAR subscription and perform the required services for the City, specifically the City’s Office of Code Enforcement, and the Contractor is agreeable to undertake the services under the conditions and for the fees satisfactory to the City; and

WHEREAS, the Contractor is the sole seller of the CLEAR subscription and both the Contractor and the Office of Code Enforcement have submitted sole source letters to justify the City’s use of CLEAR.

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term, to increase the compensation, and to amend, add, and/or reaffirm certain terms and provisions.

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

1. **Extension.** Section 4 – *Initial Term* - of the Agreement is deleted in its entirety and replaced, as follows:

4. **Initial Term.**

- A. The initial term of this Agreement shall be for one (1) year, beginning as of August 1, 2021.
- B. **Extension.** The Parties can opt to extend the term of this Agreement for up to four (4) additional one-year terms after the initial one-year term upon the mutual agreement of the Parties and the execution of a written amendment signed by each Parties' duly authorized representative, provided, however, that funds are allocated by the City Council and the extension of the Agreement facilitates the continuity of services provided herein.

2. **Extension.** In accordance with Section 4 Subsection B of this Amendment, the term is extended by an additional one (1) year from August 1, 2022, through July 31, 2023.

3. **Rate of Compensation.** The compensation described in Section 3 Subsection A(i) of the Agreement is increased from \$2,472.54 per month by an additional 7% to an amount not to exceed \$2,645.62.

4. **Maximum Amount.** The Maximum Aggregate Amount described in Section 3 Subsection B of the Agreement is increased from \$29,670.48 by \$31,747.44 to a new total maximum aggregate amount not to exceed \$61,417.92 for the term of this Amendment.

5. **Additional Miscellaneous Provisions.** The following terms and conditions are reaffirmed and/or added to the Agreement:

SECTION 8 - NON-DISCRIMINATION

- A. **Equal Employment Opportunity.** In all hiring or employment made possible by or resulting from this Agreement, the Contractor (1) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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 Contractor's employees are treated during employment without regard to their race, color, religion, sex, 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, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.
- B. **Non-Discrimination.** In the performance of this Agreement, the Contractor 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 Contractor in any of Contractor'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 Contractor. The Contractor 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. **Incorporation into Subcontracts.** The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with these provisions.

D. **Termination for Breach.** The City may terminate this Agreement for cause if the Contractor fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

6. **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.

7. **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.

8. **Exhibits.** The following exhibits will be and are incorporated into this Amendment: Exhibit "A" – Order Form.

9. **Order of Documents.** In the event of any conflict between the provisions of this Amendment and any incorporated documents, the terms and conditions of the documents will apply in this order: 1) the Amendment; 2) Order Form (Exhibit "A").

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

11. **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.

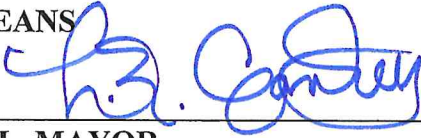
12. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original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

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

CITY OF NEW ORLEANS

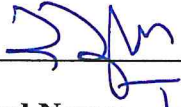
BY: 

LATOYA CANTRELL, MAYOR

Executed on this 18th of November, 2022

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Tyle

WEST PUBLISHING CORPORATION (THOMSON REUTERS)

BY: 

John S. Nelson, Assistant Secretary/Director


FEDERAL TAX I.D.

[EXHIBIT "A" CONTAINED ON THE NEXT PAGE(S)]

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EXHIBIT "A" – ORDER FORM