

K23-889

AMENDMENT NO. 5 TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

HUB INTERNATIONAL MIDWEST LIMITED

RFP NO. 2275-02357

HEALTH & WELFARE BENEFITS CONSULTING SERVICES

THIS FIFTH AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and HUB International Midwest Limited, represented by Jim Casadaban, Senior Vice President (the “**Contractor**”). The City and the Contractor are sometimes collectively referred to as the “**Parties**.” The Amendment is effective as of **September 1, 2023**, (the “**Effective Date**”).

RECITALS

WHEREAS, on March 7, 2018, the City issued a Request for Proposals No. 2275-02357 (the “**RFP**”), seeking qualified persons to provide consulting services for the City’s Healthcare Plan and other benefit programs (the “**Services**”);

WHEREAS, the Contractor submitted a proposal dated March 7, 2018, and the City has selected the Contractor to perform the Services described in the RFP;

WHEREAS, on April 1, 2019, effective September 1, 2018, the City and the Contractor entered into a Professional Services Agreement (the “**Agreement**”) seeking a firm or persons to provide the Services;

WHEREAS, the Agreement provided for an initial term of one (1) year from the Effective Date with the ability to extend the term for no more than four (4) one (1) year periods;

WHEREAS, on March 13, 2020, effective September 1, 2019, the City and the Contractor entered into an amendment to extend the term of the Agreement by one (1) year, to increase the maximum aggregate amount of compensation payable to the Contractor, and to modify, reaffirm and/or add terms and conditions (“**Amendment No. 1**”);

WHEREAS, on November 16, 2020, effective September 1, 2019, the City and the Contractor entered into an amendment to extend the term of the Agreement by one (1) year, to increase the maximum aggregate amount of compensation payable to the Contractor, and to modify, reaffirm and/or add terms and conditions (“**Amendment No. 2**”);

WHEREAS, effective as of September 1, 2021, the City and the Contractor entered into an amendment to extend the term of the Agreement by one (1) year, to increase the maximum aggregate amount of compensation payable to the Contractor, and to modify, reaffirm and/or add terms and conditions (“**Amendment No. 3**”);

WHEREAS, effective as of September 1, 2022, the City and the Contractor entered into an amendment to extend the term of the Agreement by one (1) year, to increase the maximum aggregate amount of compensation payable to the Contractor, and to modify, reaffirm and/or add terms and conditions (“**Amendment No. 4**”);

WHEREAS, in accordance with Section XI of CAO Policy 8R, the Parties now desire to extend the term of the Agreement for the fifth one (1) year period; and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term of the Agreement, as amended by 1 year, to increase the maximum aggregate amount of compensation payable to the Contractor, and to modify, reaffirm and/or add terms and conditions.

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

1. **Extension.** In accordance with Article V Section B of the Agreement, the term is extended for an additional 1 year from the **Effective Date through August 31, 2024.**

2. **Maximum Amount.** The maximum aggregate amount of compensation described in Article IV Section B of the Agreement is increased from \$615,000.00 by \$123,000.00 to a total amount not to exceed \$738,000.00.

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

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

[The remainder of this page is intentionally left blank]

[SIGNATURES CONTAINED ON NEXT PAGE]

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 26th of September, 2023.

FORM AND LEGALITY APPROVED:

Law Department

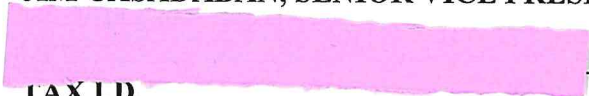
By: 

Printed Name: Tracy Tyl

HUB INTERNATIONAL MIDWEST LIMITED

BY: 

JIM CASADABAN, SENIOR VICE PRESIDENT

TAX I.D. 

[END OF AMENDMENT]