



City of New Orleans
Law Department

MEMORANDUM

Date: March 2, 2020

To: Sunni J. LeBeouf, City Attorney

From: Austin P. Wilty, Assistant City Attorney

SL

K20-183

Pursuant to City Charter Sections 4-401(5) and 6-308(1), City Attorney's approval and the Mayor's execution are required for the following transaction:

Originating Department: Chief Administrative Office ("CAO") – Human Resources

Type of Agreement: Amendment No. 1 (the "Amendment") to Professional Services Agreement (the "Agreement").

Parties: The City of New Orleans (the "City"); HUB International Midwest Limited (the "Contractor").

Procurement: RFP No. 2275-02375.

Amendment: First.

Purpose: To extend the term of the Agreement by 1 year, increase the maximum aggregate amount of compensation payable to the Contractor, and modify the terms and conditions.

Scope of Services: To provide consulting services for the City's Healthcare Plan and other benefit programs.

Term: Effective from September 1, 2019 through August 31, 2020.

Amount: Increased by \$123,000.00 to a total amount not to exceed \$246,000.00.

Supporting Documents: Original Agreement; DBE Validation; Certificate of Insurance; and Tax Clearance Form.

Contract No.: K20-183.

BRASS Identification No.: N/A.

I have reviewed the Amendment and supporting documents. It is correct as to form and legality. Please know that I am available if you have any questions or need additional information. APW.

K20-183

AMENDMENT NO. 1 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 FIRST 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, 2019 (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, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term of the Agreement by 1 year, to increase the maximum aggregate amount of compensation payable to the Contractor, and to modify the 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, 2020.

2. **Maximum Amount.** The maximum aggregate amount of compensation described in Article IV Section B of the Agreement is increased by \$123,000.00 to a total amount not to exceed \$246,000.00.

3. **Invoices.** Article I Section E entitled “Invoices” is deleted in its entirety and replaced, as follows:

E. Invoices. The Contractor must submit invoices monthly (unless agreed otherwise between the parties to this Agreement) to the City electronically, via its supplier portal, for goods or services provided under this Agreement no later than 10 calendar days

following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include the following information: contract or purchase order number issued by the City, the name of the city department to be invoiced, the services performed each month. The City may require changes to the form or the content of the invoice. The City may also require additional supporting documentation to be submitted with invoices.

4. **Payment.** Article III Section B entitled "Payment" is amended by adding Subsection 7 at the end thereof, as follows:

7. **Payment.** *Unless otherwise agreed by the City, payment terms are NET 30 days upon providing that goods and/or services described under this Agreement have been delivered, installed (if required), rendered, and/or accepted and upon receipt by the City of properly submitted invoice via the City's supplier portal.*

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

ARTICLE X - NON-DISCRIMINATION

A. **Equal Employment Opportunity.** In all hiring or employment made possible by, or resulting from this Agreement, the Contractor (1) will not be discriminate against any employee or applicant for employment because of race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, 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, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, 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, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, 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 those provisions.

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

9. **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.

[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 13 of March, 2020.

FORM AND LEGALITY APPROVED:

Law Department

By: _____

Printed Name: _____

Andrew Gregorian

HUB INTERNATIONAL MIDWEST LIMITED

BY: _____

JIM CASADABAN, SENIOR VICE PRESIDENT

TAX I.D.

35-0672425

[END OF AMENDMENT]



CHIEF ADMINISTRATIVE OFFICE
CITY OF NEW ORLEANS

LaTOYA CANTRELL
MAYOR

GILBERT A. MONTAÑO
CHIEF ADMINISTRATIVE OFFICER

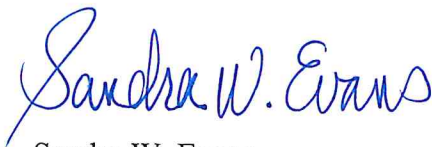
To: Sunni LeBeouf, City Attorney
From: Sandra W. Evans, Benefits Chief Operations Manager
Date: February 26, 2020
RE: Hub International PSA

On March 7, 2018, the City selected HUB International to perform professional services described in RFP No. 2275-02357. These services include consult to the City's Healthcare Plan along with other benefit programs such as long term disability, 401(k), voluntary products and FMLA. This Professional Service Agreement expired on August 31, 2019.

The Benefits Administration of the Chief Administrative Office is requesting to expedite HUB's first amendment which shall run September 1, 2019 to August 31, 2020. This will allow for HUB's continual consultation with the rebid/renewed third party administrator contract, analyzation of cost differential for self-insured vs. fully-insured options and notification to the City of regulatory changes. This will also allow the Benefits division to promptly execute any outstanding invoices.

HUB's consult is essential to operation of the Benefits Division as they serve as liaison between Benefits consultants and insurers to address service problems, clarification of coverage issues and other items as necessary.

Thanks,



Sandra W. Evans
Benefits Administrator



STATE & LOCAL DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

1340 Poydras Street, Suite 1800 | New Orleans, LA 70112



Harrah's
NEW ORLEANS

March 12, 2019

VIA EMAIL

Charles Kennedy, Jr.

The Kennedy Financial Group of Louisiana, Inc.

935 Gravier St., Ste. 2010

New Orleans, LA 70122

charles@kfgmail.com

RE: SLDBE Re-certification Approval

Dear Mr. Kennedy:

We are pleased to inform you that **The Kennedy Financial Group of Louisiana, Inc.** has been approved for re-certification as a State & Local Disadvantaged Business Enterprise (SLDBE). This approval represents certification with: City of New Orleans, Sewerage & Water Board of New Orleans, Louis Armstrong New Orleans International Airport and Harrah's New Orleans Casino & Hotel.

Your firm will remain certified until March 11, 2020.

Your firm's contact information will be active on the online SLDBE Directory (<http://www.nola.gov/economic-development/supplier-diversity/directory/>). It will reflect your areas of certification. Your specialties will be listed as:

NAICS 52312 : SECURITIES BROKERAGE

NAICS 523930: INVESTMENT ADVICE

NAICS 524210: INSURANCE AGENCIES AND BROKERAGES

NAICS 524298: ALL OTHER INSURANCE RELATED ACTIVITIES

CERTIFICATION DESCRIPTION: Insurance Agencies and Brokerages; Investment advice

If you haven't already done so, please complete the City's online vendor registration at <http://purchasing.nola.gov/bso/login.jsp>. We invite you to view City of New Orleans, Sewerage & Water Board of New Orleans, Louis Armstrong New Orleans International Airport and Harrah's New Orleans Casino & Hotel websites for SLDBE opportunities.

If we can be of further assistance, you may contact us at 504-658-4200 or via e-mail at supplierdiversity@nola.gov.

Sincerely,

Camille Hazeur

Camille Hazeur

OSD Director

Office of Supplier Diversity | City of New Orleans

1340 Poydras Street | Suite 1800 | New Orleans, LA 70112

CMH/mbc

Vendor Information

CLOSE WINDOW 

 HELP

Vendor Information

Business Name The Kennedy Financial Group of Louisiana, Inc.
Owner Charles Kennedy, Jr.
Address 935 Gravier St
 Suite 2010
 New Orleans, LA 70112-1655
 > [Map This Address](#)
Phone 504-942-1640
Fax 866-409-7299
Email charles@kfgmail.com
Website kennedyfingrp.com

Certification Information

Certifying Agency City of New Orleans
Certification Type SLDBE - State-Local Disadvantaged Business Enterprise
Certification Date 2/27/2018
Certified Business Description Insurance Agencies and Brokerages; Investment advice

Commodity Codes

Code	Description
NAICS 52312	Securities Brokerage
NAICS 524	Insurance Carriers and Related Activities

Additional Information

Service Type Professional Service
Certifying Agency CNO

[Customer Support](#)

[Print This Page](#)

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State of Indiana
Office of the Secretary of State

CERTIFICATE OF EXISTENCE

To Whom These Presents Come, Greeting:

I, CONNIE LAWSON, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that records of this office disclose that

HUB INTERNATIONAL MIDWEST LIMITED

duly filed the requisite documents to commence business activities under the laws of the State of Indiana on January 12, 1937, and was in existence or authorized to transact business in the State of Indiana on January 31, 2020.

I further certify this Domestic For-Profit Corporation has filed its most recent report required by Indiana law with the Secretary of State, or is not yet required to file such report, and that no notice of withdrawal, dissolution, or expiration has been filed or taken place. All fees, taxes, interest, and penalties owed to Indiana by the domestic or foreign entity and collected by the Secretary of State have been paid.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, January 31, 2020

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

193082-072 / 20201288415

All certificates should be validated here: <https://bsd.sos.in.gov/ValidateCertificate>

Expires on March 01, 2020.



MRMUDBU-01

ABELLO1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 231432 Hub International Gulf South 8550 United Plaza Blvd, Suite #500 Baton Rouge, LA 70809		CONTACT NAME: PHONE (A/C, No, Ext): (800) 789-7365 FAX (A/C, No): (225) 218-2401 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: United Fire & Casualty	
		INSURER B: Lloyd's of London	
		INSURER C: Louisiana Restaurant Association	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			60486945	2/3/2019	2/3/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 INTERNET SECURI \$ 25,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			60486945	2/3/2019	2/3/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			GREXS00096700	2/3/2019	2/3/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	1906708000	1/1/2020	1/1/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			60486945	2/3/2019	2/3/2020	Leased/Rented 101,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of New Orleans, its Departments, political subdivisions, officers, officials, employees, and volunteers are granted additional insured status on all policies except worker's compensation, if required by written contract.

CERTIFICATE HOLDER City of New Orleans Risk Manager 1300 Perdido St. 9E06 - City Hall New Orleans, LA 70112	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



HUB International Limited

8550 United Plaza Blvd, Suite #500
Baton Rouge, LA 70809
P: (800) 789-7365
F: (225) 218-2401
www.hubinternational.com

Dear Certificate Holder:

If you would prefer to receive renewal Certificates of Insurance for this insured via email please fill out the following.

Client (Insured Name): _____

Certificate Holder Name: _____

Email Address: _____

I consent on behalf of (Certificate Holder Name)_____ to receive all renewal certificates for this client via email. I understand that I will no longer receive Renewal Certificates via mail.

Signature _____

Please send this consent form to Ashley.Bello@Hubinternational.com

STATE & LOCAL DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

1340 Poydras Street, Suite 1800 | New Orleans, LA 70112



Harrahs
NEW ORLEANS

March 12, 2019

VIA EMAIL

Charles Kennedy, Jr.
The Kennedy Financial Group of Louisiana, Inc.
935 Gravier St., Ste. 2010
New Orleans, LA 70122
charles@kfgmail.com

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Your firm will remain certified until March 11, 2020.

Your firm's contact information will be active on the online SLDBE Directory (<http://www.nola.gov/economic-development/supplier-diversity/directory/>). It will reflect your areas of certification. Your specialties will be listed as:

NAICS 52312 : SECURITIES BROKERAGE
NAICS 523930: INVESTMENT ADVICE
NAICS 524210: INSURANCE AGENCIES AND BROKERAGES
NAICS 524298: ALL OTHER INSURANCE RELATED ACTIVITIES

CERTIFICATION DESCRIPTION: Insurance Agencies and Brokerages; Investment advice

If you haven't already done so, please complete the City's online vendor registration at <http://purchasing.nola.gov/bso/login.jsp>. We invite you to view City of New Orleans, Sewerage & Water Board of New Orleans, Louis Armstrong New Orleans International Airport and Harrah's New Orleans Casino & Hotel websites for SLDBE opportunities.

If we can be of further assistance, you may contact us at 504-658-4200 or via e-mail at supplierdiversity@nola.gov.

Sincerely,

Camille Hazeur

Camille Hazeur
OSD Director
Office of Supplier Diversity | City of New Orleans
1340 Poydras Street | Suite 1800 | New Orleans, LA 70112

CMH/mbc

**UNANIMOUS WRITTEN CONSENT OF THE
BOARD OF DIRECTORS OF
HUB INTERNATIONAL MIDWEST LIMITED,
an Indiana corporation**

The undersigned, constituting all of the directors of HUB INTERNATIONAL MIDWEST LIMITED, an Indiana corporation (the "Company"), pursuant to Section 23-1-34-2 of The Indiana Business Corporation Law, do hereby consent and agree that the following resolutions be, and they hereby are, adopted by the Board of Directors ("Board") of the Company:

RESOLVED, that the following persons are elected to the offices of the Company set forth opposite their respective names, each to serve in accordance with the By-laws of the Company and at the discretion of the Board of Directors, until his or her successor shall have been duly elected and shall have qualified:

Scott		Eckerty	Chief Executive Officer and President, Financial Services Division
Carolyn		Hofstee	Chief Executive Officer and President, East Division
Lerone	A	Sidberry	Chief Executive Officer and President, West Division
Marvin	M.	Biggs	Chief Executive Officer, Mid-America Division
Christopher		Gardner	President and CEO, Florida Division
Stuart		Deselms	President, Mid-America Division
Shaun		Norris	President and Chief Sales Officer, Gulf South Division
Thomas		Suggs	President and CEO, Carolinas Division
Niel		Larsen	Area President - Sheboygan, WI
Brian		Matlock	Area President - Davenport, IA
James	I	Moore	Area President - Downers Grove, IL
Christy		Schwan	Area President - Brookfield, WI
Thomas	M.	Watson	Chief Operating Officer, Carolinas Division
Mark		Naumann	Chief Financial Officer
Suzanne		Boudreaux	Chief Financial Officer, Florida Division
Seth		Hopkins	Chief Marketing Officer

Michelle	M.	Rakes	Chief Operating Officer, Mid-America Division
Michael		Booth	Chief Sales Officer
Suzanne		Boudreaux	Chief Financial Officer, Carolinas Division
Philip	N	Cornies	Chief Financial Officer, Mid-America Division
Suzanne		Boudreaux	Chief Financial Officer, Gulf South Division
Teresa		Boyd	Chief Marketing Officer, Florida Division
Kimberly		Gore	Chief Marketing Officer, Carolinas Division
Dane		Tucker	Chief Marketing Officer, Mid-America Division
Travis		Biggert	Chief Sales Officer, Mid-America Division
Scott		Carlton	Chief Marketing Officer, East Division
Brian		Eggleston	Chief Sales Officer, East Division
Deidre		Guisseppi	Chief Operating Officer, Florida Division
Philip	N	Cornies	Chief Financial Officer, Financial Services Division
Jay		Sklar	Chief Procurement Officer
Michael	A.	Gallanis	Treasurer
Robyn		Boudreaux	Chief Marketing Officer, Gulf South Division
Kasey		Jackson	Practice Leader, Programs
Robert	K.	Gardner	Director of M&A, Mid-America Division
Scott		Millson	EB Practice Leader, Florida Division
Alan		Overbey	EB Practice Leader, Carolinas Division
Shelly		Williams	EB Practice Leader, Gulf South Division
Robert		Knowles	Vice President
John	M.	Albright	Vice President and Secretary
Julie		Hutchinson	Vice President and Assistant Secretary
Robert	J.	Sajdak	Vice President and Assistant Secretary
Leah		Alster	Human Resources Director
James	M.	Vogdes	Vice President, Tax and Internal Audit

RESOLVED FURTHER, that each officer of the Company be and hereby severally is authorized, empowered and directed, in the name and on behalf of the Company, (i) to take or cause to be taken all such action, (ii) to negotiate, prepare, execute, deliver, certify and file, or cause to be negotiated, prepared, executed, delivered, certified and filed, all such agreements, documents, certificates, instruments and notices, (iii) to make or cause to be made all such filings with governmental or regulatory authorities, and (iv) to pay or cause to be paid all such costs and expenses, as in the opinion of such officer shall be necessary, appropriate or advisable in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions, the taking of such action, the negotiation, preparation, execution, delivery, certification and filing of such agreements, documents, certificates, instruments and notices, the making of such filings and the payment of such costs and expenses to be conclusive evidence that the same has been authorized by the Board.

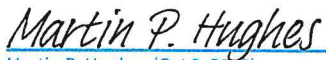
RESOLVED FURTHER, that the minutes of all meetings of the Board and all consents in lieu of such meetings, held or approved since the last annual meeting of the Board be and hereby are ratified, confirmed, adopted and approved in all respects as the acts and deeds of the Company.

RESOLVED FURTHER, that any and all actions previously taken by the directors, officers, employees, agents or advisors of the Company since the last annual meeting of the Board be and hereby are ratified, confirmed, adopted and approved in all respects as the acts and deeds of the Company.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, constituting all of the members of the Board of Directors of the Company, hereby approve the foregoing resolutions in accordance with the provisions of The Indiana Business Corporation Law and the By-laws of the Company, effective as of the date written below. This Unanimous Written Consent may be executed in counterparts.

DATED: August 1, 2019



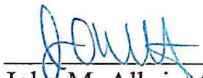
Martin P. Hughes (Oct 2, 2019)

Martin P. Hughes



Kenneth Devries (Oct 2, 2019)

Kenneth D. DeVries



John M. Albright

Hub International Midwest Limited

Final Audit Report

2019-10-02

Created:	2019-09-27
By:	Nancy Gonzales (nancy.gonzales@hubinternational.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAHN3aNkzO8x522xYZYFcV59nn2jxQsFcK

"Hub International Midwest Limited" History

-  Document created by Nancy Gonzales (nancy.gonzales@hubinternational.com)
2019-09-27 - 3:50:21 PM GMT- IP address: 64.37.214.134
-  Document emailed to Kenneth Devries (kenneth.devries@hubinternational.com) for signature
2019-09-27 - 3:51:05 PM GMT
-  Email viewed by Kenneth Devries (kenneth.devries@hubinternational.com)
2019-10-01 - 7:59:54 AM GMT- IP address: 172.58.27.4
-  Document e-signed by Kenneth Devries (kenneth.devries@hubinternational.com)
Signature Date: 2019-10-02 - 2:10:40 PM GMT - Time Source: server- IP address: 38.98.37.136
-  Document emailed to Martin P. Hughes (martin.hughes@hubinternational.com) for signature
2019-10-02 - 2:10:42 PM GMT
-  Email viewed by Martin P. Hughes (martin.hughes@hubinternational.com)
2019-10-02 - 2:27:43 PM GMT- IP address: 64.14.237.1
-  Document e-signed by Martin P. Hughes (martin.hughes@hubinternational.com)
Signature Date: 2019-10-02 - 2:28:07 PM GMT - Time Source: server- IP address: 64.14.237.1
-  Signed document emailed to Nancy Gonzales (nancy.gonzales@hubinternational.com), Joan Reilly (joan.reilly@hubinternational.com), Kenneth Devries (kenneth.devries@hubinternational.com), and Martin P. Hughes (martin.hughes@hubinternational.com)
2019-10-02 - 2:28:07 PM GMT



Adobe Sign

K20-183

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

HUB INTERNATIONAL MIDWEST LIMITED

RFP NO. 2275-02357

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THIS FIRST 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, 2019 (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, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term of the Agreement by 1 year, to increase the maximum aggregate amount of compensation payable to the Contractor, and to modify the 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, 2020.

2. **Maximum Amount.** The maximum aggregate amount of compensation described in Article IV Section B of the Agreement is increased by \$123,000.00 to a total amount not to exceed \$246,000.00.

3. **Invoices.** Article I Section E entitled “Invoices” is deleted in its entirety and replaced, as follows:

E. Invoices. The Contractor must submit invoices monthly (unless agreed otherwise between the parties to this Agreement) to the City electronically, via its supplier portal, for goods or services provided under this Agreement no later than 10 calendar days

following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include the following information: contract or purchase order number issued by the City, the name of the city department to be invoiced, the services performed each month. The City may require changes to the form or the content of the invoice. The City may also require additional supporting documentation to be submitted with invoices.

4. **Payment.** Article III Section B entitled "Payment" is amended by adding Subsection 7 at the end thereof, as follows:

7. **Payment.** *Unless otherwise agreed by the City, payment terms are NET 30 days upon providing that goods and/or services described under this Agreement have been delivered, installed (if required), rendered, and/or accepted and upon receipt by the City of properly submitted invoice via the City's supplier portal.*

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

ARTICLE X - NON-DISCRIMINATION

A. **Equal Employment Opportunity.** In all hiring or employment made possible by, or resulting from this Agreement, the Contractor (1) will not be discriminate against any employee or applicant for employment because of race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, 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, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, 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, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, 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 those provisions.

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

9. **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.

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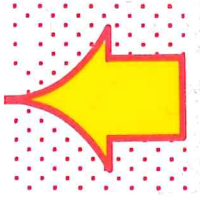
[SIGNATURES CONTAINED ON NEXT PAGE]

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

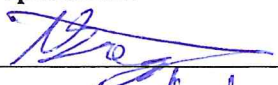
CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 13 of March, 2020.

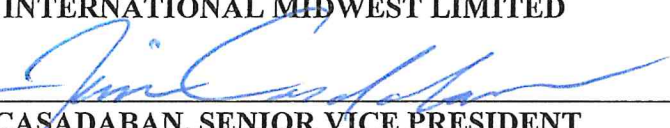


FORM AND LEGALITY APPROVED:
Law Department

By: 

Printed Name: Andrew Gregorian

HUB INTERNATIONAL MIDWEST LIMITED

BY: 
JIM CASADABAN, SENIOR VICE PRESIDENT

T.