

K21-679

**AMENDMENT NO. THREE
TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
BY AND THROUGH
THE NEW ORLEANS AVIATION BOARD
AND
THE MUMPHREY GROUP, INC. D/B/A TMG CONSULTING**

THIS AMENDMENT is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "City"), by and through the New Orleans Aviation Board, represented by the Hon. Michael G. Bagneris, Chairman (the "Board") (the City and the Board are collectively referred to as "Airport"), and The Mumphrey Group, Inc., d/b/a TMG Consulting, represented by Ross Chapman, Principal (the "Contractor"). The Airport and the Contractor are sometimes collectively referred to as the "Parties." The Amendment is effective January 1, 2021 (the "Effective Date").

RECITALS

WHEREAS, on June 10, 2019, the Airport and the Contractor entered into a Professional Services Agreement for Airport On-Call Planning Services (the "Agreement");

WHEREAS, the First Amendment dated July 18, 2019, revised the effective date of the Agreement to January 1, 2019 and provided additional funding for Contractor's services;

WHEREAS, the Second Amendment dated January 1, 2020, provided for the exercise of the first of four one year renewal options and allocated additional funding;

WHEREAS, the Airport and the Contractor, each having the authority to do so, desire to enter this Amendment to exercise the second of four one-year renewal periods and provide additional funding for Contractor's continued planning services; and

WHEREAS, the Board approved this Amendment at its meetings on March 18, 2021.

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

1. **Extension.** In accordance with Article 12 of the Agreement, the term is extended for an additional year from January 1, 2021 through December 31, 2021.
2. **Compensation.** The maximum amount payable for these services to be provided during this Agreement shall increase by \$550,000.00 to a total amount not to exceed \$3,425,000.00.
3. **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.
4. **Non-Solicitation Statement.** The Contractor swears that it has not employed or retained any company or person, other than a 1) bona fide employee working solely for Contractor; 2) consultant representing the Contractor; or 3) an attorney representing the Contractor. 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 other than a 1) bona fide employee working solely for Contractor; 2) consultant representing the Contractor; or 3) an attorney representing the Contractor.

5. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.
6. **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.
7. **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]

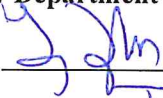
IN WITNESS WHEREOF, the Airport and the Contractor, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: 
LaToya Cantrell, Mayor

Executed on this 16th of August, 2021

FORM AND LEGALITY APPROVED:
Law Department

By: 

Printed Name: Tracy Tyler

[BOARD SIGNATURES CONTAINED ON NEXT PAGE]

Approved by resolution of the New Orleans Aviation Board dated March 18, 2021 and directing the Chairman and Director of Aviation to execute the same:

NEW ORLEANS AVIATION BOARD

By: Michael Bagneris 5/13/21
Hon. Michael G. Bagneris, Chairman Date
New Orleans Aviation Board

By: Kevin Dolliole 5-11-21
Kevin Dolliole, Director of Aviation Date
New Orleans Aviation Board

Reviewed as to form and legality:

By: Michele Allen-Hart 5/10/21
Michele Allen-Hart Date
General Counsel and Deputy Director of Legal Affairs
New Orleans Aviation Board

[CONTRACTOR SIGNATURE CONTAINED ON NEXT PAGE]

THE MUMPHREY GROUP, INC.

BY: 
ROSS CHAPMAN, PRINCIPAL


FEDERAL TAX I.D. NO.