

# AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

MCGRUFF INSURANCE COMPANY, INC.

RFP NO. 1006

**THIS SECOND AMENDMENT** (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and McGriff Insurance Company, Inc., represented by Johnny L. Fontenot, Executive Vice President (the “**Contractor**”). The City and the Contractor are sometimes collectively referred to as the “**Parties**.” The Amendment is effective as of **March 19, 2023** (the “**Effective Date**”).

## RECITALS

**WHEREAS**, on January 9, 2021, the City issued Request for Proposals No. 1006 seeking qualified contractors to be the City’s insurance producer of record (the “**RFP**”);

**WHEREAS**, on February 10, 2021, the City issued Addendum No. 1 to the RFP;

**WHEREAS**, the Contractor submitted a proposal dated February 16, 2021, and the City has selected the Contractor to perform the professional services described in the RFP (the “**Contractor’s Proposal**”);

**WHEREAS**, on May 25, 2021, and effective March 19, 2021, the City and the Contractor entered into a Professional Services Agreement to provide said services (the “**Agreement**”);

**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) additional one (1) year periods;

**WHEREAS**, on April 22, 2022, and effective March 19, 2022, the City and the Contractor entered into an amendment to extend the term for an additional one year through March 18, 2023, to reaffirm the annual maximum amount of compensation, to increase the maximum aggregate amount of compensation, and to add, modify, and/or reaffirm certain terms and conditions (“**Amendment No. 1**”); and

**WHEREAS**, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the Agreement for one (1) year, to reaffirm the annual maximum amount of compensation, to increase the maximum aggregate amount of compensation, and to add, modify, and/or reaffirm certain 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 one (1) year from the Effective Date through March 18, 2024.

2. **Maximum Amount.** The compensation described in Article IV Section B of the Agreement is reaffirmed, as the maximum aggregate amount payable by the City under this Agreement is \$64,700.00 per year. The maximum aggregate amount payable to the City to the Contractor is increased to \$194,100.00.

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

A. **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.

B. **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.

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

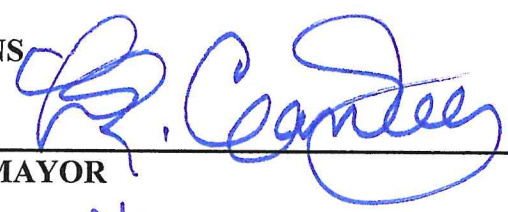
5. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original 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 18<sup>th</sup> of May, 2023.

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Lyle

MCGRIFF INSURANCE COMPANY, INC.

BY: 

JOHNNY L. FONTENOT, EXECUTIVE VICE PRESIDENT

  
TAX I.D.

[END OF AGREEMENT]