

K22-975

AMENDMENT NO. 4 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 FOURTH AND FINAL 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, 2022. (the "**Effective Date**").

RECITALS

WHEREAS, on March 7, 2018, the City issued 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;

WHEREAS, the Contractor submitted a proposal, on March 7, 2018, and the City selected the Contractor, the lowest, responsive bidder, to perform the services described in the RFP;

WHEREAS, on September 1, 2018, the City and the Contractor entered into a Professional Services Agreement for the Contractor to provide benefit consulting services to the City (the "**Agreement**");

WHEREAS, on 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**"); and

WHEREAS, on September 1, 2020, 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, on 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, the City and the Contractor, each having the authority to do so, desire to enter this final Amendment to extend the term of the Agreement for an additional 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;

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 August 31, 2023.
2. **Maximum Amount.** The maximum aggregate amount of compensation described in Article IV, Section (B) of the Agreement is increased from \$492,000.00 by \$123,000.00 to a total amount not to exceed \$615,000.00.
3. **Additional Miscellaneous Provisions.** The following terms and conditions are reaffirmed and/or added to the Agreement:

ARTICLE IX: FORCE MAJEURE

- A. **Event.** An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of City, provided such event was not caused by the negligence or misconduct of City, by the failure of City to comply with applicable laws, or by the breach of this Agreement.
- B. **Notice.** To seek the benefit of this Article, the City must provide notice in writing to the Contractor stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended
- C. **Effect.**
 1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:
 - a. Suspend this Agreement for a duration to be set by the City, not to exceed ninety (90) days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Contractor must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or

- b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to Contractor and without any further compensation due.
2. Notwithstanding Section (C)(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

ARTICLE X: HIRENOLA PROGRAM

- A. The Contractor agrees to abide by City Code Sections 70-496, *et seq.*, to demonstrate good faith efforts to fully carry out the applicable requirements of the HireNOLA Program as defined in the City Code. If the Contractor fails to comply with the requirements of the HireNOLA Program during the term of the Agreement, said failure may result in termination of the Agreement or pursuit of other remedies.
4. **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 (5) 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.
5. **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.
6. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.
7. **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.
8. **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 THE NEXT PAGE]

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

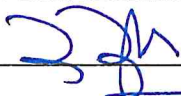
CITY OF NEW ORLEANS

BY: 

LATOYA CANTRELL, MAYOR

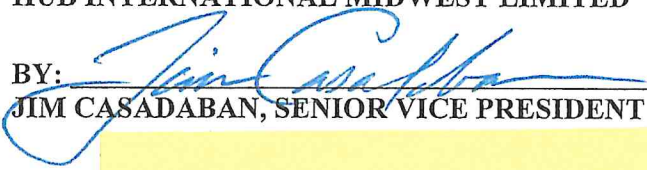
Executed on this 27th of September, 2022.

FORM AND LEGALITY APPROVED:
LAW DEPARTMENT

By: 

Printed Name: Tracy Nye

HUB INTERNATIONAL MIDWEST LIMITED

BY: 

JIM CASADABAN, SENIOR VICE PRESIDENT

FEDERAL TAX I.D.

[END OF AMENDMENT]