

K20-661

**AMENDMENT NO. THREE TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF NEW ORLEANS
BY AND THROUGH
THE NEW ORLEANS AVIATION BOARD
AND
HENRY CONSULTING, LLC**

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 **Henry Consulting, LLC**, represented by **Troy Henry, Managing Partner** (the "Contractor"). The Airport and the Contractor are sometimes collectively referred to as the "Parties." The Amendment is effective as of March 18, 2020 (the "Effective Date").

RECITALS

WHEREAS, on **March 18, 2019**, the Airport and Topp Knotch Personnel, Inc. ("Topp Knotch") entered into an Agreement to provide professional services, including staffing support services, labor, and clerical services (the "Agreement");

WHEREAS, on October 2, 2019 Topp Knotch advised Airport that it would cease all operations effective November 4, 2019;

WHEREAS, Henry Consulting, the DBE subcontractor working with Topp Knotch to provide services pursuant to the original Agreement, agreed to the assignment of Topp Knotch's obligations under the Agreement. The assignment of the Agreement from Topp Knotch to its DBE subcontractor Henry Consulting was approved by the Airport at the meeting of the New Orleans Aviation Board on October 17, 2019 and effectuated as to the Airport through the Amendment No. 1 to the Agreement, effective November 4, 2019;

WHEREAS, the Airport, through Amendment 2 to the Agreement allowed Henry Consulting to provide the Airport with staffing for its janitorial department. Amendment 2 became effective on February 10, 2020.

WHEREAS, the Airport and the Contractor, each having the authority to do so, desire to enter this Amendment to exercise the first of four (4) one year renewal options provided for in the Agreement and to provide for additional funding for temporary labor to allow the Airport to meet its needs; and

WHEREAS, the Board approved this Amendment at its meeting held on May 21, 2020.

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

1. **Compensation.** The maximum amount payable for the services to be provided during the one-year term under this Amendment is **\$2,427,026.00** _____. The total amount of remuneration for this Agreement is amended to a total amount not to exceed **\$4,471,026.00** _____.
2. **Amendment to Original Agreement Article 8A- Method and Rate of Compensation:** In the event that Consultant provides staffing to the Board of more than 50 full-time equivalent employees resulting in Consultant having to provide health insurance pursuant to the Affordable Care Act to the employees provided under this Agreement, the Board will reimburse Consultant for the direct cost per said employees for compliance with the requirements of the Affordable Care Act.

Further, Consultant will add to each invoice for work under the Janitorial LOA the actual cost for Workers' Compensation Insurance coverage for the employees performing services under the Janitorial LOA.

- 3.
4. **HireNOLA Program.** 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.
5. **Ownership Interest Disclosure.** The Contractor shall provide a sworn affidavit listing all persons, natural or artificial, with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes hereof, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the Airport may, after 30 days written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until such required affidavits are submitted.
6. **Subcontractor Reporting.** The Contractor shall provide a list of all persons, natural or artificial, who are retained by the Contractor at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the Airport. In regard to any subcontractor proposed to be retained by the Contractor to perform work on the Agreement with the Airport, the Contractor must provide notice to the Board within 30 days of retaining said subcontractor. If the Contractor fails to submit the required lists and notices, the Airport may, after 30 days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until such required lists and notices are submitted.
7. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.
8. **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.
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]

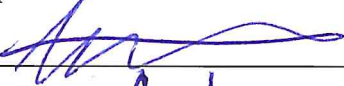
IN WITNESS WHEREOF, the Airport and the Contractor, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 7th of July, 2020

FORM AND LEGALITY APPROVED:
Law Department

By: 

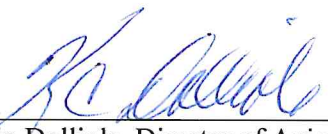
Printed Name: Andrew Gregorian

[BOARD SIGNATURES CONTAINED ON NEXT PAGE]

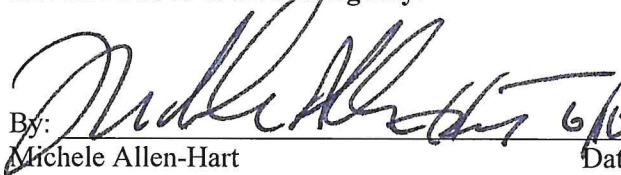
Approved by resolution of the New Orleans Aviation Board dated **May 21, 2020** and directing the Chairman and Director of Aviation to execute the same:

NEW ORLEANS AVIATION BOARD

By:  6/18/2020
Hon. Michael G. Bagnais, Chairman Date
New Orleans Aviation Board

By:  6-17-2020
Kevin Dolliole, Director of Aviation Date
New Orleans Aviation Board

Reviewed as to form and legality:

By:  6/16/2020
Michele Allen-Hart Date
General Counsel and Deputy Director of Legal Affairs
New Orleans Aviation Board

[CONTRACTOR SIGNATURE CONTAINED ON NEXT PAGE]

HENRY CONSULTING, LLC

BY: 
TROY HENRY, MANAGING PARTNER

NO.