

K21-931

**FIRST AMENDMENT TO AND ASSIGNMENT OF CONTRACT**  
**BY AND BETWEEN**  
**THE CITY OF NEW ORLEANS**  
**AND**  
**GCR, INC. D/B/A CIVIX**  
**HEREIN ASSIGNED TO MB3, INC.**  
  
**COMPREHENSIVE RECOVERY PLAN**  
**RFP # 424**

**THIS FIRST AMENDMENT** (the "**Amendment**") is made and entered into by and between the City of New Orleans, herein represented by LaToya Cantrell, Mayor (the "**City**"), and MB3 Inc., herein represented by Angele Romig, President ("**MB3**"), who are sometimes each referred to in this Agreement as a "**Party**," and collectively, as the "**Parties**." This Amendment is effective as of execution by the City (the "**Effective Date**").

**RECITALS**

**WHEREAS**, on February 7, 2020, the City issued Request for Proposals No. 424 seeking qualified persons to provide professional services including the preparation of a comprehensive recovery plan (the "**RFP**");

**WHEREAS**, GCR submitted a proposal dated March 9, 2020, and the City selected GCR to perform the professional services described in the RFP;

**WHEREAS**, the City and GCR entered into a Professional Services Agreement on December 16, 2020 (the "**Agreement**");

**WHEREAS**, GCR transferred its assets to MB3, Inc. ("**MB3**") which include GCR's interest in the Agreement;

**WHEREAS**, Article XV, Section B, of the Agreement permits an assignment by GCR with the City's written permission, which this Amendment, upon full execution, constitutes;

**WHEREAS**, MB3 agrees to assume all of GCR's rights and obligations under the Agreement; and

**WHEREAS**, the Parties also wish to extend the term for one year for continuity of services;

**NOW THEREFORE**, for good and valuable consideration, the City and MB3 amend the Agreement as follows:

1. **Consent**. The City approves the transfer of rights and obligations under the Agreement to MB3, and accepts and acknowledges MB3 as "Contractor" in the Agreement.

2. **Assignment.** GCR assigns any and all of its rights and obligations in the Agreement to MB3 (the "Assignment").
3. **MB3'S Liabilities Prior to the Assignment.** MB3 agrees to defend, indemnify, and hold harmless the City for any and all liability, claims, demands, suits, judgments, or costs for damages because of personal injury (including death) or property damage sustained by any person or entity caused by, arising out of, or directly related to the acts or omissions of GCR, its agents, servants, or employees while engaged in or about or in connection with the discharge or performance of GCR's obligations pursuant to the Agreement prior to the Assignment.
4. **MB3'S Rights and Obligations After the Assignment.** On the Effective Date, MB3 undertakes, assumes, and accepts all contract rights and obligations as "Contractor" in the Agreement substituting itself as Contractor, and binding itself to all the terms and conditions as though originally a party to the Agreement.
5. **Extension.** In accordance with Article V, Section, B, the Parties extend the term for one year from December 15, 2021 through December 14, 2022.
6. **Convicted Felon Statement.** MB3 swears that it complies with City Code § 2-8(c). No MB3 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:** MB3 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. MB3 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.

9. **Notice.**

- A. **In general.** Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the City:

Hazard Mitigation Administrator  
City of New Orleans  
1300 Perdido Street, Suite 9W03  
New Orleans, LA 70112

&

City Attorney  
City of New Orleans  
1300 Perdido Street, Suite 5E03  
New Orleans, LA 70112

2. To MB3:

MB3, Inc.  
3300 West Esplanade Ave., Suite 400  
Metairie, LA 70002

B. **Effectiveness.** Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

C. **Notification of Change.** Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

10. **Living Wages.** The language of Article VIII (Living Wages), Sections C and D, of the Agreement are deleted and replaced in their entirety with:

C. **Living Wage.** In accordance with the Living Wage Ordinance, Living Wage shall be as follows:

1. \$11.19 per hour for any work performed on or before December 31, 2021;

2. \$13.25 per hour for any work performed on or before December 31, 2022;

3. \$15.00 per hour for any work performed on or before December 31, 2023; and

4. \$15.00 per hour plus any adjustment provided in subsection D below for any work performed during calendar year 2024 or thereafter.

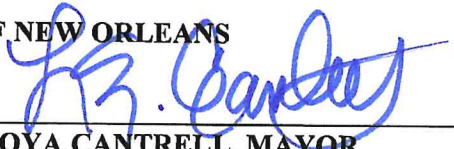
D. **Adjusted Living Wage.** In accordance with Section 70-806(2) of the City Code, the Living Wage shall be annually adjusted for inflation, as defined by the Consumer Price Index calculated by the U.S. Bureau of Labor Statistics as applied to the South Region, except that in no instance shall the Living Wage be adjusted downward. The first adjustment shall become effective on January 1, 2024 using the Consumer Price Index figures provided for the preceding year, and thereafter on an annual basis.

(SIGNATURES ON THE FOLLOWING PAGES)

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IN WITNESS WHEREOF, the City and MB3, through their duly authorized representatives, execute this Amendment and Assignment.

CITY OF NEW ORLEANS

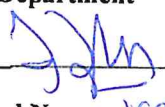
BY: 

LATOYA CANTRELL, MAYOR

Executed on this 18<sup>th</sup> day of August, 2021.

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Tyler

MB3, INC.

BY: 

ANGELE ROMIG, PRESIDENT