

MOTION

NO. M-26-201

CITY HALL: May 21, 2026

BY: COUNCILMEMBERS MORRELL, MCCARRON, HARRIS, GREEN AND HUGHES (BY REQUEST)

WHEREAS, Section 70-10 of the Code of the City of New Orleans requires that certain contracts providing for the aggregate expenditure of more than \$1,000,000.00 in city funds during the initial term and all allowable renewal terms or having an initial term of more than one year or providing for legal services must be signed by the President of the City Council; and

WHEREAS, Section 70-10 further provides that the President of the City Council shall not execute any such contract unless authorized to do so by Council motion; and

WHEREAS, on June 1, 2023, the City and Hammerman & Gainer, LLC (the "Contractor") entered into a Professional Services Agreement for the Contractor to provide services for the management and administration of the City's Self Insured Worker's Compensation (the "Agreement");

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter into an amendment to extend the term of the Agreement for one year, from April 31, 2026 through April 30, 2027 and increase the maximum amount payable by the City by \$649,000.00 to a total not to exceed \$2,596,000 ("Amendment No. 3") **NOW THEREFORE**,

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the President of the Council shall be added as a signatory to Amendment No. 3 to the contract between the City of New Orleans and Hammerman & Gainer, LLC; and

BE IT FURTHER MOVED, That the President of the Council is hereby authorized to sign Amendment No. 3 to the contract between the City of New Orleans and Hammerman & Gainer, LLC, as attached hereto as Exhibit A; and

BE IT FURTHER MOVED, That the Clerk of Council shall forward copies of this motion, including Exhibit A, to the City Attorney's Office to effectuate this request.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

EXHIBIT A

AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT

BY AND BETWEEN

THE CITY OF NEW ORLEANS AND

HAMMERMAN & GAINER, LLC

WORKERS COMPENSATION CLAIMS ADMINSTRATOR

**AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND
HAMMERMAN & GAINER, LLC**

WORKERS COMPENSATION CLAIMS ADMINSTRATOR

THIS THIRD AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by Helena N. Moreno, Mayor (the “**City**”), and Hammerman & Gainer, LLC represented by Candy LeBlanc Dottolo, Agent (the “**Contractor**”). The City and the Contractor are sometimes collectively referred to as the “**Parties.**” The Amendment is effective as of April 31, 2026 (the “**Effective Date**”).

RECITALS

WHEREAS, on January 18, 2023, the City issued a request for proposals, RFP No. 2559, seeking a qualified vendor to obtain a Workers’ Compensation Claims Administrator to provide services for the management and administration of the City’s Self Insured Workers’ Compensation claims;

WHEREAS, on June 1, 2023, and effective May 1, 2023 the City and the Contractor entered into a Professional Services Agreement for the Contractor to provide worker’s compensation services related to the City’s worker’s compensation program(the “**Agreement**” and “**K23-403**”);

WHEREAS, on September 4, 2024, and effective May 31, 2024, the City and the Contractor each having the authority to do so, entered into an amendment to extend the term of the Agreement for an additional 1-year and reaffirm, modify, and/or add certain terms and provisions, for the continuity of services(“**Amendment No. 1**” and “**K24-666**”);

WHEREAS, on February 24, 2025, and effective April 31, 2025, the City and the Contractor, each having the authority to do so, entered into an amendment to extend the term of the Agreement, and reaffirm, modify, and/or add certain provisions for the continuity of services (“**Amendment No. 2**” and “**K25-079**”);

WHEREAS, the current aggregate expenditure for this Agreement amounts to \$1,947,000.00;

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the Term of the Agreement, to reaffirm the Maximum Amount of Compensation, and to add or reaffirm terms and conditions to the Agreement.

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 April 30, 2027.

2. **Maximum Amount.** The compensation described in Article IV Section B of the Agreement is reaffirmed. The maximum aggregate amount payable by the City is increased by \$649,000.00 to a total not to exceed \$2,596,000.00.
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 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.
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. **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 City and the Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: _____
HELENA N. MORENO, MAYOR

Executed on this _____ of _____, 2026

**FORM AND LEGALITY APPROVED:
Law Department**

By: _____

Printed Name: _____

NEW ORLEANS CITY COUNCIL

BY: _____
J.P. MORRELL, COUNCIL PRESIDENT

Executed on this _____ of _____, 2026

HAMMERMAN & GAINER, LLC

BY: _____
CANDY LEBLANC DOTTOLO

TAX I.D.

[END OF AGREEMENT]

Name James Carfith Ext. 89818
Person responsible for routing

**CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK**

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: A Proposed Agreement between the City of New Orleans + Hammersman + Gainer, LLC along with a completed Contract.

- 1. Eldridge A. Mouri
Department Head
- 2. [Signature]
Department of Law
- 3. [Signature]
Chief Administrative Officer
- 4. _____
Director of Council Relations
- 5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____
Absent: _____

AMENDMENTS: _____

FINAL ADOPTION:

_____ **MOVED:** _____

_____ **2ND:** _____

_____ **YEAS:** _____

_____ **NAYS:** _____

_____ **ABSENT:** _____

_____ **RECUSED:** _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.



**CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL**

Requesting Department or Agency: Risk Management (Chief Administrative Office)

Name of Contact Person: Eldridge A. Morris

Telephone Number: 504.658.8909

Email Address: Eldridge.Morris@nola.gov

Initials of Sponsoring Councilmember(s): _____

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** CONO Workers Compensation (Self-Funded) Program Claims Administration, claims handling (assigned adjusters), claim reporting, medical/indemnity payments, bill review/cost containment, third-party recovery subrogation and claim/file evaluations.

2. **The parties involved:** Hammerman & Gainer (Third Party Claims Administrator - TPA) and Risk Management (Contract/Program Management and Oversight).

3. **The obligations, expectations, and deliverables of the parties involved:** Hammerman & Gainer shall perform all essential functions required as the Workers Compensation Program Third-Party Claims Administrator from initial claim reporting to resolution. Risk Management shall provide direct oversight of program activities, claim payments and claims settlement/resolution.

4. **The duration of the contract:** April 31, 2026 - April 31, 2027

5. **The cost and any fiscal implications of the contract for the City:** Annual Contract Fee is \$649,000. Annual cost was contemplated in Risk Management Operating Budget

6. **Describe disadvantaged business enterprise (DBE) participation:** Hammerman & Gainer have been in compliance with the 35% DBE Participation Goal.

