

**MOTION**

**NO. M-25-439**

**CITY HALL: August 21, 2025**

**BY: COUNCILMEMBERS GIARRUSSO, GREEN AND MORENO (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 representation 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**, The City of New Orleans, the Law Department, and Sher Garner Cahill Richter Klein & Hilbert, LLC, desire to enter into a contract to continue legal representation in the matter of *Orleans Parish School Board v. The City of New Orleans et al.*, for an additional year or until the litigation is resolved, the total compensation is increase by \$25,000.00 to a total amount not to exceed \$456,000.00; **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. 6 to the professional services agreement between the City of New Orleans and Sher Garner Cahill Richter Klein & Hilbert, LLC; and

**BE IT FURTHER MOVED**, That the President of the Council is hereby authorized to sign Amendment No. 6 to the professional services agreement between the City of New Orleans and Sher Garner Cahill Richter Klein & Hilbert, 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. 6 TO PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**THE CITY OF NEW ORLEANS**

**AND**

**SHER GARNER CAHILL RICHTER KLEIN & HILBERT, LLC**

**AMENDMENT NO. 6 TO PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN**  
**THE CITY OF NEW ORLEANS**  
**AND**  
**SHER GARNER CAHILL RICHTER KLEIN & HILBERT, LLC**

***ORLEANS PARISH SCHOOL BOARD V. THE CITY OF NEW ORLEANS ET AL.*, CIVIL  
DISTRICT COURT FOR THE PARISH OF ORLEANS, CASE NO. 2019-5174,  
DIVISION J-15**

**THIS SIXTH AMENDMENT** (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Sher Garner Cahill Richter Klein & Hilbert, LLC, represented by James M. Garner, Partner (the “**Contractor**”). The City and the Contractor are sometimes collectively referred to as the “**Parties.**” This Amendment is effective as of May 20, 2025 (the “**Effective Date**”).

**RECITALS**

**WHEREAS**, effective May 21, 2019, the City and the Contractor entered into a professional services agreement for professional legal services relating to *Orleans Parish School Board v. The City of New Orleans et al.*, Civil District Court for the Parish of Orleans, Case No. 2019-5174, Division J-15 (the “**Agreement**”);

**WHEREAS**, effective May 21, 2020, the City and the Contractor amended the Agreement to extend the term, increase funding, and to update essential terms and provisions (“**First Amendment**”);

**WHEREAS**, effective December 9, 2021, the City and the Contractor amended the Agreement to increase funding, and to update essential terms and provisions (“**Second Amendment**”);

**WHEREAS**, effective May 21, 2022, the City and the Contractor amended the Agreement to extend the term and to update essential terms and provisions (“**Third Amendment**”);

**WHEREAS**, effective May 20, 2023, the City and the Contractor amended the Agreement to extend the term, increase funding, and to update essential terms and provisions (“**Fourth Amendment**”);

**WHEREAS**, effective May 20, 2024, the City and the Contractor amend the agreement to extend the term, increase funding, and to update the essential terms and provisions (“**Fifth Amendment**”); and

**WHEREAS**, the City and the Contractor, each having the authority to do so, now desire to enter this Fifth Amendment to ensure continuity of services by extending its term and increasing the funding.

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

1. **Term.** The term of the Agreement is extended for an additional one (1) year from May 20, 2025, through May 19, 2026.
2. **Maximum Compensation.** The maximum aggregate compensation is increased by \$25,000.00 to a total amount not to exceed \$456,000.00.
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, as amended, 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.

**[SIGNATURES CONTAINED ON NEXT PAGE]**

**[The remainder of this page is intentionally left blank.]**

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 \_\_\_\_\_ of \_\_\_\_\_, 2025

**FORM AND LEGALITY APPROVED:  
Law Department**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**CITY OF NEW ORLEANS, CITY COUNCIL**

BY: \_\_\_\_\_  
CITY COUNCIL PRESIDENT

**SHER GARNER CAHILL RICHTER KLEIN & HILBERT, L.L.C.**

BY: \_\_\_\_\_  
JAMES M. GARNER, PARTNER

\_\_\_\_\_  
FEDERAL TAX I.D.

Name Brenna Macnamara Ext. 9849  
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: Motion for amendment to professional services agreement with Sher  
Garner Cahill Richter Klein & Hilbert, LLC to represent the City in ongoing litigation (Orleans Parish  
School Board v. The City of New Orleans et al.).

- 1. [Signature]  
Department Head
- 2. [Signature]  
Department of Law
- 3. [Signature]  
Chief Administrative Officer
- 4. [Signature]  
Director of Council Relations
- 5. \_\_\_\_\_  
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: \_\_\_\_\_  
Absent: \_\_\_\_\_

AMENDMENTS: \_\_\_\_\_

FINAL ADOPTION:

\_\_\_\_\_ MOVED: \_\_\_\_\_

\_\_\_\_\_ 2<sup>ND</sup>: \_\_\_\_\_

\_\_\_\_\_ YEAS: \_\_\_\_\_

\_\_\_\_\_ NAYS: \_\_\_\_\_

\_\_\_\_\_ ABSENT: \_\_\_\_\_

\_\_\_\_\_ RECUSED: \_\_\_\_\_

6. \_\_\_\_\_  
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:** \_\_\_\_\_

**Name of Contact Person:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Initials of Sponsoring Councilmember(s):** \_\_\_\_\_

**PROVIDE THE FOLLOWING CONTRACT DETAILS**

1. **The purpose and need for the contract:** \_\_\_\_\_

\_\_\_\_\_

2. **The parties involved:** \_\_\_\_\_

\_\_\_\_\_

3. **The obligations, expectations, and deliverables of the parties involved:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. **The duration of the contract:** \_\_\_\_\_

5. **The cost and any fiscal implications of the contract for the City:** \_\_\_\_\_

\_\_\_\_\_

6. **Describe disadvantaged business enterprise (DBE) participation:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_