

K22-557

AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT

BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

SHER GARNER CAHILL RICHTER KLEIN & HILBERT, LLC

RFQ NO. 2310-02427 FOR PROFESSIONAL LEGAL SERVICES

RFP NO. 469 FOR OUTSIDE COUNSEL LEGAL SERVICES – LITIGATION –
WARREN RILEY

THIS THIRD AMENDMENT (the “Agreement”) 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, Co-Managing Member (the “Contractor”). The City and the Contractor may sometimes be collectively referred to as the “Parties.” This Amendment is effective as of March 19, 2022 (the “Effective Date”).

RECITALS

WHEREAS, with an effective date of March 19, 2020, the City and the Contractor entered into a professional service agreement for professional legal services relating to the lawsuit filed by Warren Riley against the City (the “Agreement”); and

WHEREAS, the City and the Contractor, each having the authority to do so, now desire to enter this Agreement as follows:

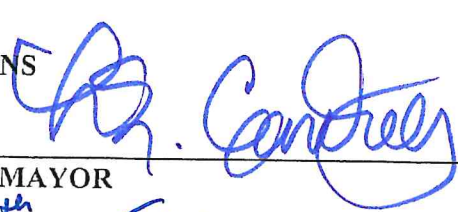
NOW THEREFORE, the City and the Contractor agree as follows:

1. **Extension.** In accordance with Paragraph B under Article V of the Agreement, the City agrees to extend the term of the Agreement one year from the Effective Date through March 18, 2023.
2. **Rate of Compensation.** Article IV, Section A is amended to add a fifth paragraph which will read as follows:
 5. The Contractor shall comply with the City’s Outside Counsel Billing Guidelines attached hereto as Exhibit A.
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.

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

CITY OF NEW ORLEANS

BY: 

LATOYA CANTRELL, MAYOR

Executed on this 26th of July, 2022

FORM AND LEGALITY APPROVED:

Law Department

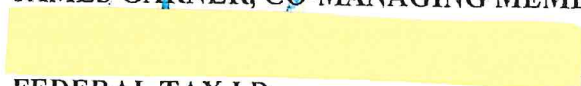
By: 

Printed Name: Tracy Tyler

SHER GARNER CAHILL RICHTER KLEIN & HILBERT, LLC

BY: 

JAMES GARNER, CO-MANAGING MEMBER


FEDERAL TAX I.D.