

K25-140

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
THROUGH THE COUNCIL OF THE CITY OF NEW ORLEANS
AND
BARRASSO USDIN KUPPERMAN FREEMAN & SARVER, L.L.C.
GENERAL LEGAL SERVICES**

THIS FIRST AMENDMENT (the “Amendment”) is entered into by and between the City of New Orleans, through the Council of the City of New Orleans, represented by JP Morrell, President (the “Council” or “City”), and Barrasso Usdin Kupperman Freeman & Sarver, L.L.C., represented by Shaun P. McFall, Member (the “Contractor”). The City and the Contractor are sometimes each referred to as a “Party,” and collectively, as the “Parties.” The Amendment is effective as of the date of the execution by the City (the “Effective Date”).

RECITALS

WHEREAS, the City and the Contractor are parties to a Professional Services Agreement bearing contract number K-24-1102 and effective October 16, 2024, for certain general legal services to be provided on an as-needed basis (the “Agreement”);

WHEREAS, on January 30, 2025 the Council adopted City Council Motion M-25-56 authorizing the president of the Council to execute an amendment to the Agreement increasing the maximum compensation payable thereunder by \$250,000 to accommodate additional legal services; and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to increase the compensation, modify the Contractor’s obligations, and reaffirm certain provisions;

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

1. **Compensation.** The compensation described in Article IV of the Agreement is increased by \$250,000 from \$15,000 to a total amount not to exceed \$265,000.

2. **Obligations.** In addition to obligations set forth in the Agreement, the Contractor will provide additional legal services, including without limitation representing the Council in the litigation captioned *Stanton Square, LLC v. The City of New Orleans, the New Orleans City Council, and Freddie King, III, in his official capacity as a member of the New Orleans City Council*, Case No. 23-5733, currently pending in the United States District Court for the Eastern District of Louisiana;

3. **Additional Miscellaneous Provisions.** The following terms and conditions are added to the Agreement:

- a. **Audit and Other Oversight.** It is agreed that the Contractor will abide by all provisions of City Code Section 2-1120, including but not limited to City Code Section 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. In signing this

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contract, the Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

- b. **Convicted Felon Statement.** The Contractor swears that it complies with City Code Section 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.
- c. **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.
- d. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.
- e. **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.
- f. **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 Agreement.


COUNCIL OF THE CITY OF NEW ORLEANS

BY: 
JP MORRELL, COUNCIL PRESIDENT

Executed on this 25th of March, 2025


FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Andrew Gregorian

BARRASSO USDIN KUPPERMAN FREEMAN & SARVER, L.L.C.

BY: 
SHAUN P. MCFAUL, MEMBER

90-0067114
FEDERAL TAX I.D.