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AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

THE CITY OF NEW ORLEANS

AND

PHYLLIS E. MAYO

THIS AGREEMENT made this 21st day of August, 2009 by and between the City of New Orleans, herein represented by Arnie Fielkow, Council President (hereinafter referred to as "the City"), and Phyllis E. Mayo, hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, the City desires to engage Phyllis E. Mayo, a sole proprietor, to conduct and facilitate a retreat for the New Orleans City Council; said retreat is being conducted pursuant to Council Rule 46;

WHEREAS, Phyllis E. Mayo, whose address is 1618 Brocade Drive, Baton Rouge, Louisiana 70815 and whose Taxpayer ID No. is [REDACTED] is qualified and has appropriate experience to facilitate such a retreat;

WHEREAS, the Council has authorized a contract with the Contractor by Motion M-09-387.

The City of New Orleans and the Contractor for the considerations and under the conditions set forth below, do agree as follows:

ARTICLE I. SCOPE OF SERVICES

Section 1. CONTRACTOR AGREES TO:

Conduct a retreat and perform follow-up as described in the Mayo proposal and scope of work which is attached hereto and made part hereof.

1 **Section 2. THE CITY AGREES TO:**

2 A. Provide available information as requested.

3 B. Provide contract administration through the City Council Chief of Staff.

4 **ARTICLE II. REPRESENTATIONS AND WARRANTIES**

5 Section 1. Representations and Warranties of City. City represents and warrants
6 that:

7 A. City has the legal authority to enter into this Agreement; and

8 B. The undersigned Council President has the authority to execute this
9 Agreement on behalf of City.

10 Section 2. Representations and Warranties of Contractor. Contractor represents
11 and warrants that:

12 A. Contractor has not employed or retained any entity or person, other than a
13 bona fide employee working solely for Contractor, to solicit or secure this
14 Agreement nor has Contractor paid or agreed to pay any entity or person,
15 other than a bona fide employee, any gift, commission, percentage,
16 brokerage or any other such fee for the purpose of assisting Contractor in
17 securing this Agreement. Contractor acknowledges its understanding that
18 any gifts made or fees paid in contravention of this representation and
19 warranty shall be considered bribery pursuant to City Code Section 70-509
20 and shall subject the offender to criminal penalties in addition to suspension
21 from participation in City contracting for a period of not less than three years.
22 The execution of this Agreement by Contractor's duly authorized
23 representative shall be deemed a sworn statement by Contractor of its
24 compliance with this representation and warranty, as required by City Code
25 Section 46-51;

26 B. Contractor, has the full power and authority to enter into and execute this
27 Agreement and, as such, this Agreement is legally binding upon and
28 enforceable against Contractor in accordance with its terms;

29 C. Contractor is not under any obligation to any other party that would be
30 inconsistent with or in conflict with this Agreement or that would prevent, limit or
31 impair in any way its performance of any obligations hereunder;

- 1 D. Contractor has the requisite expertise, qualifications, staff, materials and
2 equipment in place and available to enable it to fully perform the Services
3 and Contractor, along with its employees, as required, and all sub-
4 contractors, if any and as required, possess all necessary permits, licenses,
5 consents, registrations and/or certifications required under federal, state
6 and/or local law to perform the Services;
- 7 E. As of the Effective Date of this Agreement, Contractor has no knowledge of
8 any undisclosed fact that could materially adversely affect its condition
9 (financial or otherwise), business operations or its ability to fulfill its
10 obligations under this Agreement;
- 11 F. Contractor is not in breach of any federal, state or local statute or regulation
12 applicable to Contractor or its operations;
- 13 G. Contractor's work shall be accurate and free from any material errors.
14 Contractor's duties as set forth in this Agreement shall at no time be in any
15 way diminished by reason of any approval by City nor shall Contractor be
16 released from liability by reason of such approval by City—it being
17 understood that City, at all times, is ultimately relying upon Contractor's skill
18 and knowledge in performing the Services;
- 19 H. Contractor is bonded, if required by law, and fully and adequately insured for
20 the injury of its employees and any others incurring loss or injury as a result of
21 the actions of Contractor or its employees or subcontractors in the performance
22 of its obligations under this Agreement; and
- 23 I. Contractor has read and fully understands the terms, covenants and
24 conditions set forth in this Agreement and is executing the same willingly and
25 voluntarily of its own volition.

26 Section 3. Reliance on Representations, Warranties and Covenants. All
27 representations, warranties, covenants and agreements made in this Agreement are
28 intended to be material and shall be conclusively deemed to have been relied upon
29 by the receiving party.

30 **ARTICLE III. COMPENSATION:**

31 Section 1. All services listed in the Mayo proposal shall not exceed \$10,000.00.
32 Services are to be billed in two itemized invoices: the first invoice for an amount up

1 to fifty percent of the total based on completion of work for research, planning, and
2 design prior to the retreat date; the second invoice in an amount up to fifty percent of
3 the total based on completion of work for implementation and final reporting. City
4 shall not be liable for any costs or expenses paid or incurred by Contractor in the
5 performance of the Services, unless specific exception is provided herein.

6 Section 2. Truth-In-Negotiation. As of the Effective Date of this Agreement,
7 Contractor represents and warrants that the rates charged City as set forth in this
8 Article III for the performance of the Services are no higher than those charged
9 Contractor's most favored customer for the same or substantially similar services. In
10 the event Contractor's "most favored customer" rates are reduced during the term of
11 this Agreement, Contractor shall be obligated to promptly notify City of such reduction
12 in writing, and such reduced rates shall apply to any services provided on or after the
13 date that Contractor first reduced such rates. City shall have the right to enforce this
14 provision for up to one (1) year following the termination of this Agreement.

15 Section 3. Detailed Invoice. As a prerequisite to payment, Contractor shall submit
16 to City invoices describing in detail, at a minimum, the services performed and time
17 expended in the performance of such services. Indications of time shall be done in
18 increments of not greater than one-tenth of an hour.

19 Section 4. Maximum Compensation; Subject to Appropriation. City's obligation to
20 compensate Contractor hereunder shall not at any time exceed the maximum
21 compensation, in the aggregate, of \$10,000.00. Further, all compensation owed
22 Contractor pursuant to this Agreement is contingent upon the appropriation and
23 allocation of funds by City.

24 Section 5. No Payment for Services Beyond Scope of Agreement. Except as may
25 be provided by laws governing emergency procedures, officers and employees of
26 City are not authorized to request Contractor to provide additional services that
27 would result in the performance of services beyond the scope set forth in Article I,
28 unless this Agreement has been amended in accordance with its terms to authorize
29 such additional services and/or expenditures. City shall not be required to reimburse
30 Contractor for any services that are provided by Contractor that are beyond the
31 scope of this Agreement, in the absence of a duly authorized executed amendment
32 hereto.

1 Section 6. No Payments in Excess of Maximum Compensation. Officers and
2 employees of City are not authorized to offer or promise to Contractor additional
3 funding for the contract in excess of the maximum amount of funding set forth
4 above. Additional funding for services provided under this Agreement, unless this
5 Agreement has been amended in accordance with its terms to authorize such
6 increase and the Department of Finance has certified the availability of such
7 additional funding. Absent the prior duly authorized amendment of this Agreement
8 and the necessary certification of the Department of Finance, City shall not be
9 required to honor—and will not remit to Contractor—any offered or promised
10 additional funding for any of the Services performed pursuant to this Agreement in
11 excess of the maximum amount set forth above.

12 **ARTICLE IV. TERM**

13 This Agreement shall commence on the Effective Date and shall continue until
14 December 31, 2009. It is understood and acknowledged by Contractor that the
15 Services described above are expected to be completed within this time period.

16 **ARTICLE V. NON-DISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY**

17 Section 1. Contractor Shall Not Discriminate. In the performance of this Agreement,
18 Contractor agrees not to discriminate on the basis, whether in fact or perception, of a
19 person's race, color, creed, religion, national origin, ancestry, age, sex, sexual
20 orientation, gender identity, domestic partner status, marital status, physical or
21 mental disability or AIDS- or HIV-status against (A) any employee of or any City
22 employee working with Contractor in any of Contractor's operations within Orleans
23 Parish or (B) any person seeking accommodations, advantages, facilities, privileges,
24 services, or membership in all business, social, or other establishments or
25 organizations operated by Contractor. Contractor agrees to comply with and abide
26 by all applicable federal, state and local laws relating to non-discrimination,
27 including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the
28 Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

29 Section 2. Equal Employment Opportunity. Contractor further agrees not to
30 discriminate on the basis, whether in fact or perception, of a person's race, color,
31 creed, religion, national origin, ancestry, age, sex, sexual orientation, gender
32 identity, domestic partner status, marital status, physical or mental disability or AIDS-

1 or HIV-status against any applicant for employment with Contractor. Further,
2 Contractor agrees to take affirmative action to ensure that that the applicants are
3 considered for employment and that employees are treated during employment
4 without unlawful regard to such person's race, color, creed, religion, national origin,
5 ancestry, age, sex, sexual orientation, gender identity, domestic partner status,
6 marital status, physical or mental disability or AIDS- or HIV-status. Such action shall
7 include, without limitation, the following areas: employment, promotion, demotion,
8 transfer or layoff; recruitment or recruitment compensation; and selection for training.
9 Contractor agrees to post in conspicuous places, available to employees and
10 applicants for employment, notices setting forth the provisions of this non-
11 discrimination clause. Further, Contractor agrees all solicitations or advertisements
12 for employees placed by or on behalf of Contractor shall state that all qualified
13 applicants will receive consideration for employment without regard to race, creed,
14 color, sex or national origin.

15 Section 3. Subcontracts. Any and all subcontracts by the Contractor relating to
16 work under this contract shall be approved in advance by motion of the Council. The
17 Council may require information on ownership interests in the subcontractor prior to
18 approval of the subcontractor's retention. Contractor shall incorporate by reference
19 in all subcontracts the provisions of this Article and shall require all subcontractors to
20 comply with such provisions. Contractor's failure to comply with the obligations in
21 this subsection shall constitute a material breach of this Agreement.

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ARTICLE VI. INDEMNIFICATION

24 Section 1. Duty to Indemnify City Against Loss. To the fullest extent permitted by
25 law, Contractor shall protect, defend, indemnify and hold harmless City, its agents,
26 elected officials and employees (collectively, the "Indemnified Parties") from and
27 against all claims, actions, liabilities, losses (including, without limitation, economic
28 losses) and costs, arising out of or related to (a) any actual or alleged act or
29 omission in the performance of the Services by Contractor or any subcontractor or
30 (b) any act outside the scope of the Services by Contractor or any subcontractor. By
31 way of illustration—not limitation, Contractor's obligation to indemnify City shall
32 extend to the following, provided that such claims arise out of or relate to the

1 performance of the Services by Contractor: (i) personal injury claims, (ii) property
2 damage or loss claims, (iii) fines or sanctions resulting from violations of any law,
3 statute, ordinance, rule, regulation or intellectual property rights by Contractor, and
4 (iv) liens, claims or actions made by Contractor, any subcontractor or any employees
5 thereof under workers compensation acts, disability benefits acts, other employee
6 benefit acts or any statutory bar.

7 Section 2. Limit on Duty to Indemnify. Notwithstanding anything to the contrary
8 herein, Contractor shall not be required to indemnify the Indemnified Parties for any
9 loss that results from the gross negligence or willful misconduct of any of the
10 Indemnified Parties, provided that Contractor or any subcontractor did not contribute
11 to such gross negligence or willful misconduct. . Contractor shall also not be
12 required to indemnify any party to this agreement if the City Council or any agency
13 or subdivision thereof disregards the advice of Contractor.

14 Section 3. Independent Duty to Defend. Contractor specifically acknowledges and
15 agrees that it has an immediate and independent obligation to, at City's option, (a)
16 defend City from or (b) reimburse City for its costs incurred in the defense of: any
17 claim that actually or potentially falls within this Article V, even if the allegations are
18 or may be groundless, false or fraudulent. This obligation shall remain in full force
19 and effect even if Contractor is ultimately absolved from liability.

20 Section 4. Expenses. All expenses, including, without limitation, reasonable
21 attorney fees, incurred by City in enforcing this Agreement shall be borne by
22 Contractor.

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24 **ARTICLE VII. INDEPENDENT CONTRACTOR STATUS**

25 Section 1. Independent Contractor Status. Contractor shall not be deemed an
26 employee, servant, agent, partner or joint venturer of City. Rather, Contractor herein
27 expressly acknowledges and agrees that it is providing services exclusively as an
28 independent contractor to City, as such term is defined in La. Rev. Stat. 23:1021(6).
29 As such, Contractor agrees that it shall not hold itself or any of its employees,
30 subcontractors or agents to be an employee, partner or agent of City. Further,
31 Contractor acknowledges and agrees that, as an independent contractor, neither
32 Contractor nor any of its employees shall be entitled to receive any benefits that

1 employees of City are entitled to receive, including, without limitation, workers'
2 compensation coverage, unemployment compensation coverage, medical
3 insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or
4 Social Security for any services rendered to City under this Agreement.

5 Section 2. No Withholding; Form 1099 Reporting. Contractor understands and agrees
6 that (a) City will not withhold on behalf of Contractor any sums for any federal, state or
7 local income tax, unemployment insurance, social security, or any other withholding
8 pursuant to any law or requirement of any governmental body, and that City will not
9 make available to Contractor any of the benefits afforded to employees of City; (b) all
10 of such withholdings and benefits, if applicable, are the sole responsibility of
11 Contractor; and (c) Contractor will indemnify and hold City harmless from any and all
12 loss or liability arising with respect to any such withholdings and benefits. The parties
13 agree that if the Internal Revenue Service questions or challenges Contractor's
14 independent contractor status, both Contractor and City shall have the right to
15 participate in any discussion or negotiation with the Internal Revenue Service.
16 Contractor acknowledges that all compensation paid to Contractor pursuant to this
17 Agreement will be reported annually by City to the Internal Revenue Service on Form
18 1099.

19 Section 3. No Control of Method of Performing Services. City is interested only in the
20 results obtained under this Agreement. With regard to Contractor's performance of the
21 Services, nothing herein shall be construed as giving City control over (a) the manner
22 or method of Contractor's performance or (b) the professional judgment of Contractor
23 with respect to such performance. City waives any rights to direct, instruct or control
24 Contractor as to the manner in which Contractor achieves the general and specific
25 objectives, except that Contractor agrees to perform the Services in a manner
26 designed to minimize delay, duplication of efforts, redundancy and expenses,
27 including, without limitation, Contractor's compensation. In sum, Contractor agrees
28 and shall be obligated to perform the Services in the most expeditious and economical
29 manner consistent with the interests of City.

30
31 **ARTICLE VIII. GOVERNING LAW, JURISDICTION AND VENUE**

32 Section 1. Governing Law. This Agreement shall be construed and enforced in

1 accordance with the laws of the State of Louisiana, excepting its conflict of laws
2 provisions.

3 Section 2. Exclusive Jurisdiction and Venue. For all claims arising out of or related
4 to this Agreement, Contractor hereby consents and yields to the exclusive
5 jurisdiction and venue of the Civil District Court for the Parish of Orleans and
6 expressly waives any (A) pleas of jurisdiction based upon Contractor's residence
7 and (B) right of removal to federal court based upon diversity of citizenship.
8

9 **ARTICLE IX. RETENTION, ACCESS AND OWNERSHIP OF RECORDS**

10 Section 1. Retention. Contractor agrees to keep all such business records related
11 to or arising out of this Agreement as would be kept by a reasonably prudent
12 practitioner of Contractor's profession for a period of six (6) years after the
13 termination of this Agreement. All accounting records shall be maintained in
14 accordance with generally accepted principles and practices.

15 Section 2. Right to Audit; Access. At any time during normal business hours, upon
16 receipt of reasonable notice and as often as City may deem necessary, Contractor
17 shall make all data, records, reports and all other materials relating to this
18 Agreement available to City for examination and copying. In addition, Contractor
19 shall permit City to audit, and shall cooperate fully in any such audit of, all invoices,
20 materials, payrolls, work papers, personnel records and other data necessary to
21 enable City to verify the accuracy of Contractor's invoices for payment for the
22 performance of the Services.

23 Section 3. Ownership. All data collected and all products of work prepared, created
24 or modified by Contractor in the performance of its obligations under this Agreement,
25 including, without limitation, any and all notes, tables, graphs, reports, files,
26 computer programs, source code, documents, records, disks, original drawings or
27 other such material, regardless of form and whether finished or unfinished,
28 (collectively, "Work Product") shall become the exclusive property of City, and no
29 reproduction of any portions of such Work Product may be made in any form without
30 the express written consent of City. City shall have all right, title and interest in such
31 Work Product, including, without limitation, the right to secure and maintain the
32 copyright, trademark and/or patent of Work Product in the name of City. All such

1 Work Product may be used and distributed for any purpose deemed appropriate by
2 City without the consent of and for no additional consideration owing to Contractor.

4 **ARTICLE X. TERMINATION**

5 Section 1. Termination for Cause. City and Contractor shall each have the right to
6 terminate this Agreement for cause, effective immediately upon the giving of written
7 notice to the other party of its intent to terminate and the reasons therefor. If the
8 termination for cause is subsequently challenged in a court of law and if the
9 challenging party prevails, the termination for cause shall be deemed to be a
10 termination for convenience and shall be effective thirty (30) days from the date that
11 the original written notice of termination for cause was given to the challenging party
12 and no further notice shall be required.

13 Section 2. Termination for Convenience. City and Contractor shall each have the
14 right to terminate this Agreement without cause by giving the other party written
15 notice of its intent to terminate at least thirty (30) days prior to the date of
16 termination. In the event City elects to terminate for convenience, City shall be
17 obligated to pay Contractor only for those Services performed up to and through the
18 date of termination.

19 Section 3. Survival of Certain Provisions. All representations and warranties and all
20 responsibilities regarding record retention, access and ownership, cooperation with
21 City Inspector General investigations, indemnification and payment for services
22 rendered shall survive the termination of this Agreement and continue in full force
23 and effect.

24 **ARTICLE XI. INSURANCE**

25 During the term of this Agreement, Contractor shall, at all times, maintain (a)
26 adequate worker's compensation and unemployment insurance coverage for its
27 employees in accordance with state law and (b) comprehensive general liability
28 insurance in amounts not less than \$1,000,000 per occurrence.

29 **ARTICLE XII. NOTICE**

30 Section 1. Any notice, demand, communication or request required or permitted
31 hereunder shall be in writing and delivered in person or by certified mail, return
32 receipt requested as follows:

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If to City: Ronald J. Pursell, City Council Chief of Staff
New Orleans City Council, Room 1E06
City Hall, 1300 Perdido St.
New Orleans, Louisiana 70112

and Penya M. Moses-Fields
City Attorney
City of New Orleans
1300 Perdido St., Room 5E03
New Orleans, LA 70112

If to Contractor:
Phyllis E. Mayo
1618 Brocade Drive
Baton Rouge, LA 70815

Section 2. Notices shall be effective when received by each of the above-referenced individuals at the addresses specified above. Each party shall be responsible for notifying the other in writing of any changes in the respective addresses set forth above.

Section 3. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of City and Contractor.

**ARTICLE XIII
GENERAL PROVISIONS**

Section 1. No Assignment Without Consent. This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other party. Subcontractors must be approved by Motion of the City Council.

Section 2. Conflict of Interest.

A. Contractor agrees to decline any offer of work, whether as an independent contractor or employee, if such work would (a) affect Contractor's

1 independent professional judgment with respect to its performance of the
2 Services or (b) in any way interfere with Contractor's ability to discharge any
3 of its obligations under this Agreement. The initial determination of whether
4 any offer of work would present such a conflict of interest shall rest with
5 Contractor. However, Contractor shall be obligated to notify the Council
6 Chief of Staff and provide full disclosure as to any possible adverse effects
7 of such work as it relates to Contractor's independent professional judgment
8 or the discharge of any of its obligations under this Agreement. Final
9 decision as to whether any such work proposes a prohibited conflict of
10 interest shall rest with the Council of the City of New Orleans. Such decision
11 by the Council as to whether any such work constitutes a prohibited conflict
12 of interest should be made only after the Council seeks advice from the City
13 Attorney. The City Attorney may provide any advice to the Council that
14 he/she deems appropriate.

15 **B.** Determination of a conflict of interest shall be made in accordance with the
16 following process:

- 17 • The Council Chief of Staff shall immediately notify (either electronically or in
18 writing) each Councilmember of any notice received pursuant to this section
19 or in the event knowledge of a potential conflict of interest is acquired
20 independently.
- 21 • If any Councilmember objects to the Contractor's proposed undertaking, he
22 or she must notify the Chief of Staff (either electronically or in writing) within
23 seven working days of the receipt of notice from the Chief of Staff of such
24 objection. The Chief of Staff shall prepare a motion for the Councilmember(s)
25 objecting calling for the approval or disapproval of the proposed undertaking
26 by a majority of all members of the Council at the next regular or special
27 meeting of the Council.

28 Section 3. Audit and Other Oversight: The Contractor understands and will abide by
29 all provisions of the Code of the City of New Orleans, Chapter 2, Art. XIII, Sect. 2-
30 1120, as adopted by City Ordinance No. 22,888 M.C.S., (relative to the operations
31 and authority of the City Inspector General), incorporated herein by reference.

32 Section 4. Non-waiver. The failure of either party to insist upon strict compliance

1 with any provision of this Agreement to enforce any right or to seek any remedy
2 upon discovery of any default or breach of the other party at such time as the initial
3 discovery of the existence of such noncompliance, right, default or breach shall not
4 affect, nor constitute a waiver of, any party's right to insist upon such compliance,
5 exercise such right or seek such remedy with respect to that default or breach or any
6 prior, contemporaneous or subsequent default or breach.

7 Section 5. Severability. The parties hereto intend all provisions of this Agreement to
8 be enforced to the fullest extent permitted by law. Accordingly, should a court of
9 competent jurisdiction find any provision to be unenforceable as written, the parties
10 intend and desire that the court should reform the provision so that it is enforceable
11 to the maximum extent permitted by law. If, however, the court should find such
12 provision to be illegal and not subject to reformation, such provision shall be fully
13 severable. In such event, this Agreement shall be construed and enforced as if such
14 illegal, invalid or unenforceable provision was never a part hereof, and the remaining
15 provisions of this Agreement shall remain in full force and effect.

16 Section 6. Exhibits. The following Exhibits shall be and hereby are incorporated into
17 this Agreement as if fully rewritten herein:

18 Exhibit A Credentials—Resumés, Licenses or Certifications; and

19 Exhibit B IRS Form W-9.

20 Section 7. Rules of Construction. The headings and captions of this Agreement are
21 provided for convenience only and are not intended to have effect in the construction
22 or interpretation of this Agreement. Whenever herein the singular number is used,
23 the same shall include the plural, where appropriate, and neutral words and words of
24 any gender shall include the neutral and other gender, where appropriate. Neither
25 this Agreement nor any uncertainty or ambiguity herein shall be construed or
26 resolved in favor of or against City or Contractor on the basis of which party drafted
27 the uncertain or ambiguous language. On the contrary, this Agreement has been
28 reviewed by all parties and shall be construed and interpreted according to the
29 ordinary meaning of the words used so as to fairly accomplish the purposes and
30 intentions of all parties hereto.

31 Section 8. Amendment. No amendment of or modification to this Agreement shall
32 be valid unless and until executed in writing by the duly authorized representatives

1 of both parties to this Agreement.

2 Section 9. No Third-Party Beneficiaries. This Agreement is entered into for the
3 exclusive benefit of the parties, and the parties expressly disclaim any intent to
4 benefit anyone not a party hereto.

5 Section 10. Time is of the Essence. City and Contractor each acknowledge and
6 agree that time is of the essence in the performance of this Agreement.

7 Section 11. Non-Exclusive. This Agreement shall be non-exclusive. Accordingly,
8 Contractor shall be free to provide services to other clients, and City shall be free to
9 engage the services of other contractors for the provision of some or all of the Services
10 set forth in this Agreement.

11 Section 12. Prohibition Against Financial Interest in Agreement. No elected official
12 or employee of City shall have a financial interest, direct or indirect, in this
13 Agreement. For purposes of this Section, a financial interest held by the spouse,
14 child or parent of any elected official or employee of City shall be deemed to be a
15 financial interest of such elected official or employee of City. Any willful violation of
16 this provision, with the expressed or implied knowledge of Contractor, shall render

1 this Agreement voidable by City and shall entitle City to recover, in addition to any
2 other rights and remedies available to City, all monies paid by City to Contractor
3 pursuant to this Agreement without regard to Contractor's satisfactory performance
4 of such Services.

5 Section 13. Remedies Cumulative. No remedy set forth in this Agreement or
6 otherwise conferred upon or reserved to any party shall be considered exclusive of
7 any other remedy available to a party. Rather, each remedy shall be deemed
8 distinct, separate and cumulative and each may be exercised from time to time as
9 often as the occasion may arise or as may be deemed expedient.

10 Section 14. Complete Agreement. Contractor, Phyllis E. Mayo, specifically
11 acknowledges that in entering into and accepting this Agreement (comprised of 15
12 pages), Contractor relies solely upon the representations and
13 agreements contained in this Agreement and no others. This Agreement supersedes
14 and replaces any and all prior agreements, negotiations and discussions between the
15 parties hereto with regard to the terms, obligations and conditions herein.

16

17 IN WITNESS WHEREOF:

CITY OF NEW ORLEANS

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20 Jessie Jones

20 Arnie Fielkow

21

21 BY: ARNIE FIELKOW
22 COUNCIL PRESIDENT

22

22 Donna G. Johnson

23

24 IN WITNESS WHEREOF:

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26

26 Mary Ellard

26 Phyllis E. Mayo

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27 PHYLLIS E. MAYO
28 1618 Brocade Drive
29 Baton Rouge, LA 70815

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29 KAR

29 Taxpayer Identification Number: SS# [REDACTED]

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32 APPROVED: Victoria Lines

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LAW DEPARTMENT

**SCOPE OF WORK
CITY OF NEW ORLEANS**

City Council Annual Policy Development Retreat (One Day - Estimated 8:30 AM to 5:00 PM)
Oct-09

FOCUS OF WORK	ESTIMATED HOURS				
	AUG	SEPT	OCT	NOV	TOTAL
Research & Background	8	8			
Interview Development	4	4			
Conduct Interviews & Prepare Summaries		16	8		
Feedback Summaries & Solicit Suggestions		4	4		
Develop Draft Agenda		4			
Feedback Draft Agenda & Finalize			4		
Meeting Site Visit & Facilitation		4	12		
Media Briefing / Collaboration with Consultant	4	4	4		
Evaluations & Debrief			4		
Prepare & Present Final Report				24	
Subtotal Professional Service Hours @ \$75	16	44	36	24	120
Subtotal Professional Service Billings	\$ 1,200	\$ 3,300	\$ 2,700	\$ 1,800	\$ 9,000
TOTAL PROJECTED HOURS					120
TOTAL PROJECTED COST					\$ 9,000
10% CONTINGENCY					\$ 900
RECOMMENDED CONTRACT AMOUNT					\$9,900

Every phase of work to include consultation with Chief of Staff, Communications Consultant, others as directed.
Work elements may not occur exactly in the months projected.
Total Cost not to exceed contract amount of \$9,900.

MOTION
M-09-386

CITY HALL: August 6, 2009

BY: COUNCILMEMBERS ^{4/2/09} FIELKOW, CLARKSON, MIDURA, HEAD, CARTER, HEDGE-MORRELL,
AND WILLARD-LEWIS ^{2/2/09}

WHEREAS, Rule 46 of the Council's Rules and Regulations provides that the Council shall establish its policy priorities at an annual Council Retreat to be held in October of each year; and

WHEREAS, native Louisianan, Phyllis E. Mayo, has the requisite qualifications and experience as a National League of Cities retreat facilitator for public bodies, including city councils, county commissions, school boards, etc. to facilitate the City Council's October, 2009 retreat; and

WHEREAS, Ms. Mayo facilitated the Council's 2008 retreat and has agreed to facilitate the Council's 2009 retreat; now, therefore

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Council President is authorized and requested to sign a contract with Phyllis E. Mayo to conduct and facilitate a retreat for the New Orleans City Council pursuant to Rule 46 of the Council's Rules and Regulations, with the total amount of compensation not to exceed \$10,000.00.

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

YEAS: Carter, Clarkson, Fielkow, Hedge-Morrell, Midura, Willard-Lewis - 6

NAYS: 0

ABSENT: Head - 1

AND THE MOTION WAS ADOPTED.

THE FOREGOING IS CERTIFIED
TO BE A TRUE AND CORRECT COPY


CLERK OF COUNCIL