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AGREEMENT

FOR PROFESSIONAL SERVICES BETWEEN

THE CITY OF NEW ORLEANS

AND

THE MEDIA REVOLUTION, INC.

THIS AGREEMENT is made and entered into as of the 1st day of January 2010, by and between the City of New Orleans, herein represented by Arnie Fielkow, President of the Council of the City of New Orleans (hereinafter referred to as "City"), and the Media Resolution, Inc. (herein represented by "Contractor").

WITNESSETH

WHEREAS, the City Council desires to engage qualified and professional service consultants to provide cable/telecommunications consulting services to the City Council; and

WHEREAS, pursuant to Rule 45, the City Council adopted Motion M-09-430, directing the Council staff to issue a Request for Qualifications to initiate a competitive selection process to obtain consultants with expertise essential to assisting the Council in cable/telecommunications issues; and

WHEREAS, a Request for Qualifications relative to cable/telecommunications services was issued on August 20, 2009; and

WHEREAS, by the September 17, 2009 deadline four (4) responses to the Requests for Qualifications were received which were reviewed by the Council Staff Competitive Selection Committee, and on November 4, 2009, the Council Cable/Telecommunications Committee met and recommended that the City Council approved the selection of the joint submission of Goins Aaron, P.L.C., The Media Revolution, Inc. and Basile J. Uddo/Uddo, Beatman and Code to provide a full complement of cable/telecommunications consulting services to the City Council;

1 and

2 **WHEREAS**, by Motion M-09-621 the City Council approved the recommendation of
3 the Cable and Telecommunications Committee that The Media Revolution, Inc. be retained to
4 provide cable/telecommunications matters; and

5 **WHEREAS**, the Council by Motion M-09-671 authorized the President of the Council to
6 sign a professional service contract for with The Media Revolution, Inc. for the contract amount
7 as specified herein; and

8 **NOW, THEREOF**, the City of New Orleans and the Media Revolution for the
9 consideration, and under conditions set forth, do agree as follows:

10 **I. SCOPE OF SERVICES**

11 **A. Contractor Agrees To:**

12 Provide legal, technical and/or policy advice and assistance to the Council on
13 cable/telecommunications matters referred to by the Council Utilities Regulatory
14 Office including, but not limited to:

- 15 1. Drafting, commenting on, and revision of ordinances resolutions, motions
16 and other legal instruments necessary to effectuate the Council's policy
17 goals; and
- 18 2. Drafting, commenting on, and revision of leases, franchises, permits and
19 renewals thereof with cable/telecommunications providers.
- 20 3. Monitoring and advising the Council on developments in state and
21 federal law, interpretations thereof, and actions of other state and federal
22 administrative agencies; and
- 23 4. Assistance in implementation of cable access plans, the institutional
24 network Services Agreement, and monitoring of compliance of

1 cable/telecommunications providers with franchises, permits, leases and
2 other agreement with the City;

3 5. Any other services necessary and relevant to assisting the Council in
4 formulating and implementing its cable/telecommunications policy goals.

5 B. The City Agrees To:

6 1. Provide contract administration through the City Council Utilities
7 Regulatory Office.

8 2. Provide access to records, documents and other information as may be
9 required. Additional support and information may be directed to the City
10 Council Utilities Regulatory Office.

11 **II. COMPENSATION**

12 The compensation to be paid for services rendered will be the hourly billing rate
13 of:

14 Principal \$115.00

15 The compensation to be paid to the Media Revolution, Inc. for such services
16 shall not exceed One Hundred Thirty-Five Thousand Dollars (\$135,000.00). If
17 there any necessary and ordinary expenses attached to the work of the firm the
18 Media Revolution, Inc. these expenses, in addition to the fees shall not exceed
19 One Hundred Thirty-Five Dollars Thousand (\$135,000.00). The Media
20 Revolution, Inc. shall submit to the City a detailed monthly invoice for payment
21 of services provided. This agreement is contingent upon the appropriation and
22 allocation of funds by the City of New Orleans.

23 **III. EQUAL EMPLOYMENT OPPORTUNITY**

24 In all hiring or employment made possible by or resulting from this Contract, there (1)

1 will not be any discrimination against any employee or applicant for employment because
2 of race, color, religion, gender, age, physical or mental disability, national origin, sexual
3 orientation, creed, culture or ancestry, and (2) where applicable, affirmative action will
4 be taken to ensure that the Contractor's employees are treated during employment
5 without regard to their race, color, religion, gender, age, physical or mental disability,
6 national origin, sexual orientation, creed, culture or ancestry. This requirement shall
7 apply to, but not be limited to the following: employment, upgrading, demotion, or
8 transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or
9 other forms of compensation; and selection for training, including apprenticeship. All
10 solicitations or advertisements for employees shall state that all qualified applicants will
11 receive consideration for employment without regard to race, color, religion, gender,
12 age, physical or mental disability, national origin, sexual orientation, creed, culture or
13 ancestry.

14 **IV. ASSIGNABILITY**

15 The Contractor shall not assign any interest in this Contract, and shall not transfer
16 any interest in the same without prior written consent of the City of New Orleans.

17 **V. CONFLICT OF INTEREST**

18 In the interest of ensuring that efforts of the Contractor do not conflict with the interest of
19 the City, and in recognition of Contractor's professional responsibility to the City, the
20 Contractor agrees to decline any offer of employment if its independent, professional
21 work on behalf of the City is likely to be adversely affected by the acceptance of such
22 employment. The initial determination of such a possibility rests with the Contractor. It
23 is incumbent upon the Contractor to notify the City and provide full disclosure of the
24 possible effects of such employment on the Contractor's independent, professional work

1 in behalf of the City. Final decision on any disputed offers of other employment for the
2 Contractor shall rest with the City.

3 **VI. INDEMNIFICATION**

4 The Contractor shall indemnify and save harmless the City of New Orleans against any
5 and all claims, demands, suits, judgments of sum of money to any party accruing against
6 the City for loss of life or injury or damage to persons or property growing out of,
7 resulting from, or by reason of any act of omission of the operation of the Contractor, his
8 agents, servants or employees while engaged in or about or in connection with the
9 discharge or performance of the services to be done or performed by the Contractor
10 hereunder, and shall also hold the City harmless from any and all claims and/or liens for
11 labor, services, or materials furnished to the Contractor in connection with the
12 performance of its obligation under this Agreement.

13 **VII. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION**
14 **COVERAGE**

15 The Contractor herein expressly agrees and acknowledges that it is an independent
16 Contractor as defined in R. S. 23:1021 (6) and as such, it is expressly agreed and
17 understood between the parties hereto, in entering into this professional services contract,
18 that the City of New Orleans shall not be liable to the Contractor for any benefits or
19 coverage as provided by the Worker's Compensation Law of the State of Louisiana, and
20 further, under the provisions of R.S. 23:1034 anyone employed by the Contractor shall
21 not be considered an employee of the City for the purpose of Worker's Compensation
22 Coverage.

23

1 **VIII. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT**
2 **COMPENSATION COVERAGE**

3 The Contractor herein expressly declares and acknowledges that it is an independent
4 contractor and as such is being hired by the City under this contract of hire as noted and
5 defined in R.S. 23:1472 (E); and, therefore, it is expressly declared and understood
6 between the parties hereto, in entering into this professional services contract or contract
7 for hire, and in connection with unemployment compensation in coverage only, that:

8 A. The Contractor has been and will be free from any control or
9 direction by the City, over the performance of the services
10 covered by this contract; and

11 B. Service(s) to be rendered by the Contractor are outside the normal
12 course and scope of the City's usual business; and

13 C. The Contractor has been independently engaged in performing
14 services listed herein prior to the date of this contract.

15 Consequently, neither the Contractor nor anyone employed by the Contractor
16 shall be considered an employee of the City for the purpose of unemployment
17 compensation coverage, the same being hereby expressly waived and excluded by
18 the parties hereto.

19 **IX. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS**

20 It is expressly agreed to and understood between the parties entering into this
21 professional services contract that the Contractor, acting as an independent agent,
22 and its agents assigned and employees shall not receive any sick and annual leave
23 benefits from the City of New Orleans.

1 **X. JURISDICTION**

2 The undersigned Contractor does further hereby consent and yield to the jurisdiction of
3 the State Civil Courts of the Parish of Orleans and does hereby formally waive any pleas
4 of jurisdiction on account of residence elsewhere of the undersigned Contractor.

5 **XI. DURATION OF AGREEMENT**

6 The services to be provided under the terms of this Agreement shall begin on January 1,
7 2010 and shall end no later than December 31, 2010. It is understood and acknowledged
8 by all signators to this Agreement that work described under these terms is to be
9 accomplished during the time period specified herein. The terms, conditions and
10 duration of this contract may be modified by an executed, written amendment to this
11 contract.

12 **XII. EXTENSION**

13 This agreement may be extended at the option of the City, provided that funds are
14 allocated by the Council of the City of New Orleans and the extensions of the agreement
15 facilitate the continuity of services provided herein. This agreement may be extended by
16 the City on an annual basis for no longer than four additional one year periods.

17 **XIII. CANCELLATION**

18 Either party of this contract may terminate the contract at any time during the
19 term of the contract by giving the other party written notice of said intention to
20 terminate at least thirty (30) days before the date of termination.

21 **XIV. SOLICITATION**

22 The Contractor has not employed or retained any company or person, other than a bona
23 fide employee working solely for him, to solicit or secure the subject contract. The
24 Contractor has not paid or agreed to pay any person, other than a bona fide employee

1 working from him, any fee, commission, percentage, gift, or any other or consideration
2 contingent upon or resulting from the subject contract.

3 **XV. OFFICE OF INSPECTOR GENERAL**

4 The Contractor understands and will abide by all provisions of the Code of the City of
5 New Orleans, Chapter 2, Art. XIII, Sect. 2-1120, as adopted by City Ordinance No.
6 22,888 M.C.S., (relative to the operations and authority of the City Inspector General),
7 incorporated herein by reference.

8 **XVI. SUBCONTRACTS**

9 Any and all subcontracts by the Contractor relating to work under this contract shall be
10 approved in advance by motion of the Council. The Council may require information on
11 ownership interests in the subcontractor prior to approval of the subcontractor's
12 retention. Contractor shall incorporate by reference in all subcontracts the provisions of
13 this Article and shall require all subcontractors to comply with such provisions.
14 Contractor's failure to comply with the obligations in this subsection shall constitute a
15 material breach of this Agreement.

16

1 **XVII. SEVERABILITY**

2 In the event a Court of competent jurisdiction finds any clause or provisions pertaining to
3 the retention of Contractor invalid, unless said Court expressly states otherwise, said
4 findings shall not affect Contractor's right to continue providing utility-related legal
5 services to the City with respect to any clause or provision not found to be invalid.

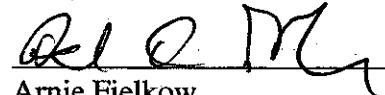
6 For the consideration and under the conditions set forth above, the Contractor has agreed
7 to perform the specified services for the City of New Orleans.

8 IN WITNESS WHEREOF:

9 ATTEST

10 _____
11 _____
12 _____
13 _____

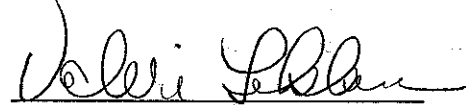
CITY COUNCIL



Arnie Fielkow
City Council President

14 _____
15 Dennis Muel
16 _____

The Media Revolution, Inc.



By: Valerie LeBlanc

17 Cecil Hartog
18 _____


400 N. Peters 204D
New Orleans, La 70130

19 Approved: Victor Ardin
20 Law Department

72-1207546
Taxpayer ID Number

MOTION
M-09- 671

CITY HALL: December 7, 2009


BY: COUNCILMEMBERS CARTER, CLARKSON, WILLARD-LEWIS AND HEDGE-MORRELL

WHEREAS, pursuant to the City Charter the City Council has franchise authority with respect to Cable and Telecommunications providers; and

WHEREAS, the Council has an ongoing interest in the development of the cable and telecommunications infrastructure which serves the City of New Orleans, as well as cable access television, and related legislative and regulatory cable and telecommunications issues ; and

WHEREAS, to address important Cable/Telecommunications matters, the Council has selected Cable / Telecommunications consultant persons and firms to assist and advise the Council in accordance with the competitive selection process required by the Home Rule Charter and established by Council Rule 45.

WHEREAS, by Motion M-09-621, after competitive selection, the City Council authorized retention of The Media Revolution, Inc to continue to provide consulting services to the City Council in connection with Cable and Telecommunications matters; and

WHEREAS, by Motion M-09-621 and the terms of the Request For Qualifications issued on August 20, 2009, the Council has authorized a new contract with of The Media Revolution to provide consulting services to the City Council in connection with Cable and Telecommunications matters; and

WHEREAS, the Council desires to authorize a contract with The Media Revolution, Inc. to assist in meeting the Council's responsibility to the City and its citizens; now, therefore

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, that the President is requested and authorized to sign a new contract with The Media Revolution, Inc to provide consulting services to the City Council for a maximum compensation under such contract up to One Hundred Thirty-Five Thousand Dollars (\$135,000.00).

BE IT FURTHER MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, that the contract and/or contract amendment shall add a statement that pursuant to Chapter 2, Article XVIII of the City Code relative to the office of Inspector General that the contractor understands and will abide by all provisions of that Chapter.

BE IT FURTHER MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, that contract shall be circulated in accordance with normal process and the City Council Rules.

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

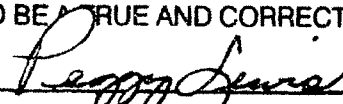
YEAS: Clarkson, Fielkow, Hedge-Morrell, Midura, Willard-Lewis - 5

NAYS: 0

ABSENT: Carter, Head (Temporarily Out of Chamber) - 2

AND THE MOTION WAS ADOPTED.

THE FOREGOING IS CERTIFIED
TO BE A TRUE AND CORRECT COPY



CLERK OF COUNCIL