

K11-029

**AGREEMENT FOR PROFESSIONAL SERVICES**

**BETWEEN**

**THE CITY OF NEW ORLEANS**

**AND**

**THE ESTOPINAL GROUP**

THIS AGREEMENT made this 1<sup>th</sup> day of January 2011, by and between the City of New Orleans, herein represented by Arnie Fielkow, Council President (hereinafter referred to as "the City"), and The Estopinal Group, (hereinafter referred to as "Contractor").

**W I T N E S S E T H**

**WHEREAS**, the City Council recognizes the need for effective communications between the Council and the public, and between the Council and the news media; and

**WHEREAS**, The Estopinal Group, whose Taxpayer ID Number is 208630628, possesses the required skills and experience, and is willing to provide the services requested by the Council; and

**WHEREAS**, the Council wishes to take advantage of the knowledge and experience gained by the consultant and to that end has adopted Motion M-10-568 authorizing the Council President to sign a professional services contract to retain The Estopinal Group as Communications Consultant to the Council on a month-to-month basis; and

**WHEREAS**, the City recognizes and acknowledges its responsibility to provide Contractor accurate information in a timely manner and that the provision of such information is an important factor in Contractor's ability to successfully perform under this contract; now, therefore

**I. SCOPE OF SERVICES**

**A. CONTRACTOR AGREES TO:**

1. Develop strategy for consistent, informative communication from the Council to the

public regarding issues coming before the Council and its committees and actions regarding such issues, including the initiation of ideas on when and how to best inform the public and attendance as directed and/or required at Pre-Council agenda briefings or meetings with Council staff.

2. Arrange for and coordinate media coverage of issues before the Council as a whole and its committees, including organizing press conferences and interviews and arranging appearances on appropriate media outlets.
3. Assist in the development of educational materials, news stories and briefing documents on long term concerns, as well as current issues, to improve the quality and consistency of information provided to the public, including the writing of technical information in easily readable and understandable form and issuing press releases prior to and following Council/Committee meetings.
4. Coordinate Council use of the Government Services Access Cable T.V. Channel and Streaming Council Website Video with the government services access provider and technology vendors.
5. Make recommendations to the Council on more effective and informative presentation of Council meetings on cable television, the Council's website and other web-based media.
6. Advise Councilmembers and Council staff on public notices and similar communications intended for the press and general public.
7. Continue development and use of communication technologies (e.g. Internet, other interactive media, etc.) for and on behalf of the Council.
8. Pursuant to Council Rule 46, on or before February 15<sup>th</sup> of each year: A) develop an

agenda of action items that reflect the policy decisions established by the Council at its annual retreat in the previous fall; B) prepare and distribute to the public a summary of Council accomplishments, including legislative action and projects completed during the preceding year by the Council as a whole and by individual Council offices.

9. Maintain and recommend improvements to the Council's website and ensure that items of public interest are consistently posted in a timely manner. Implement improvements to the website approved by the Council Chief of Staff.
10. Attend City Council meetings as directed by the Council Chief of Staff Council, Council Committee meetings and other Community meetings, and provide a camera or other photographic equipment at each meeting staffed by the contractor in order to photographically document significant events and/or visiting dignitaries.
11. Seek the approval of the Council Chief of Staff prior to subcontracting with any individual or entity to perform any services described herein.

**B. THE CITY AGREES:**

1. To use best efforts to provide Contractor access to information necessary to Contractor's successful performance of its duties under the contract.
2. That the Contractor may request review of any proposed documents, materials or communications of a public information nature. If request for review is approved, the City will endeavor to provide such proposed documents, materials or communications in a timely manner and in advance of the anticipated publication date of such proposed documents, materials or communications.

**II. COMPENSATION:**

- A. 1. All services will be billed at rates ranging from \$50.00 to \$90.00 per hour, representing a variety of levels of professional service.
- 2. Maximum compensation shall not exceed \$48,000.00.
- B. Invoices shall contain an itemized list of services performed.
- C. Invoices shall be paid within thirty (30) days of receipt; payments over thirty (30) days but less than forty-five (45) days at amount plus 1.5%; payments over 45 days at amount plus 5%, subject to II A 2 above

**III. EQUAL EMPLOYMENT OPPORTUNITY:**

In all hiring or employment made possible by or resulting from this contract there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, age, handicap or national origin, and (2) where applicable, affirmative action will be taken to ensure that the Contractor's employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, age, handicap, or national origin. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, age, handicap, or national origin.

**IV. ASSIGNABILITY:**

The Contractor shall not assign any interest in this contract, and shall not transfer any interest

in the same without prior written consent of the City Council.

**V. CONFLICT OF INTEREST:**

In the interest of ensuring that efforts of the Contractor do not conflict with the interest of the City, and in recognition of the Contractor's professional responsibility to the City, the Contractor agrees to decline any offer of employment if its independent professional work on behalf of the City is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rests with the Contractor. It is incumbent upon the Contractor to notify the City Council and provide full disclosure of the possible effects of such employment on the Contractor's independent, professional work in behalf of the City Council. Final decision on any disputed offers of other employment for the Contractor shall rest with the City Council.

**VI. INDEMNIFICATION:**

The Contractor shall indemnify and save harmless the City of New Orleans against any and all claims, demands, suits, judgments or sums of money to any party accruing against the City for loss of life or injury or damage to persons or property growing out of, resulting from, or by reasons of any act or omission of the operations of the Contractor, their agents, servants, or employees while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Contractor hereunder, and shall also hold the City harmless from any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of their obligation under this Agreement unless such labor, services, or materials have been specifically authorized, in writing and in advance, through an appropriate purchase order or purchasing memo signed by an authorized representative of the City.

**VII. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION**

**COVERAGE:**

Contractor herein expressly agrees and acknowledges that they are independent Contractors as defined in R.S. 23:1021 (6) and as such, it is expressly agreed and understood among the parties hereto, in entering into this personal services contract, that the City of New Orleans shall not be liable to the Contractor for any benefits or coverages as provided by the Workmen's Compensation Law of the State of Louisiana and further, under the provisions of R.S. 23:1034 anyone employed by the Contractor shall not be considered an employee of the City for the purpose of Worker's Compensation Coverage.

**VIII. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT**

**COMPENSATION COVERAGE:**

Contractors herein expressly declare and acknowledge that they are independent Contractors, and as such are being hired by the City under this contract of hire as noted and defined in R.S. 23:1472 (E), and therefore, it is expressly declared and understood among the parties hereto, in entering into this personal services contract, or contract for hire, and in connection with unemployment compensation coverage only, that:

- A. Contractor has been and will be free from any control or direction by the City over the performance of the services covered by this contract; and
- B. Service(s) to be performed by Contractor is outside the normal course and scope of the City's usual business; and
- C. Contractor has been independently engaged in performing the service(s) listed herein prior to the date of this contract. Consequently, neither Contractor nor anyone employed by Contractor shall be considered an employee of the City for the purpose

of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

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

It is expressly agreed and understood among the parties entering into this personal services contract that the Contractor, acting as an independent agent, shall not receive any sick and annual leave benefits from the City of New Orleans.

**X. JURISDICTION:**

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

**XI. DURATION OF AGREEMENT:**

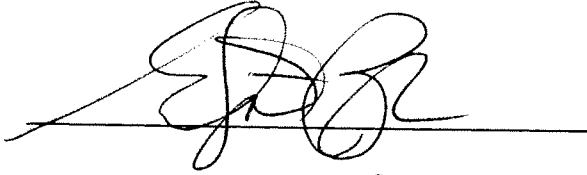
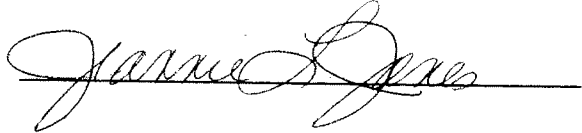
This service to be provided under the terms of this agreement shall be begin on January 1, 2011 and end no later than June 30, 2011.

**XII. CANCELLATION:**

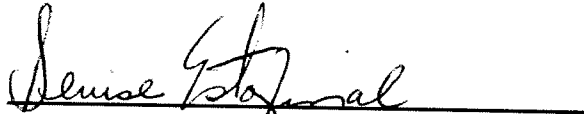
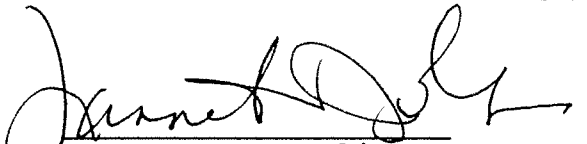
Either party to this contract may terminate the contract at any time during the term of the contract by giving the other party written notice of said intention to terminate at least thirty (30) days before the date of termination.

IN WITNESS THEREOF:

CITY OF NEW ORLEANS

  
Arnie Fielkow, Council President


THE ESTOPINAL GROUP

  
By: Denise Estopinal  
501 Basin Street, Suite B  
New Orleans, Louisiana 70112  
Telephone: (504) 296-9233  
Taxpayer I.D. Number 208630628  
Nannette V. Jolivet Brown  
City Attorney



MOTION  
M-10- 568

CITY HALL: December 16, 2010

BY:  COUNCILMEMBERS CLARKSON, JOHNSON, AND HEDGE-MORRELL

WHEREAS, Council Rule 45 establishes a competitive selection process for the selection process for the selection of professional services consultants to the City Council; and

WHEREAS, the Council's Competitive Selection Committee was appointed to oversee the selection of professional consultants in those cases when there is not an existing Council committee under whose purview the proposed contract already falls; and

WHEREAS, on October 7, 2010, the City Council adopted Motion M-10-442, directing Council staff to reissue a Request for Proposals (RFP) relative to the competitive selection process established by Council Rule 45 relative to the services of a communications consultant for the City Council; and

WHEREAS, by the advertised deadline, two (2) responses to the RFP were received; and

WHEREAS, as directed, the Staff Selection Review Committee evaluated the proposals and forwarded evaluations relative thereto to the Competitive Selection Committee for its analysis; and

WHEREAS, the two members of the Competitive Selection Committee met on December 3, 2010 to consider the proposals of the two respondents and to interview the principals involved; and

**WHEREAS, following discussions, the committee decided that they had some unresolved questions and they wanted input from additional committee members; and**

**WHEREAS, the entire Competitive Selection Committee met on Thursday, December 9, 2010 to receive answers to additional questions requested of respondents and to further discuss the proposals and principals involved; and**

**WHEREAS, on December 9, 2010, the Competitive Selection Committee made a formal recommendation relative to this matter and believes that the City's interests will now be best served by extending the current contract with the Estopinal Group on a month to month basis while a new RFP is developed and issued for the purpose of providing communications consultant services to the Council; now, therefore**

**BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS That in accordance with paragraph 1 of Rule 45, the Council determines that it is in the best interests of the Council to develop and issue a new RFP for the services of a professional consultant or firm of consultants to provide communications services.**

**BE IT FURTHER MOVED That both respondent companies are encouraged to reapply, as well as any other interested companies;**

**BE IT FURTHER MOVED That the new RFP should be more specific in order to enable the Council to make better comparisons, and that specific criteria should be included and therefore directs its staff to develop and issue a Request for Proposals with these considerations so as to begin the competitive selection process anew.**

**BE IT FURTHER MOVED That the President of the City Council is hereby authorized and requested to sign a professional services contract with The Estopinal Group, as Council**

Communications Consultant, on a month to month basis, for a period not to exceed six (6) months, in an amount not to exceed \$ 8,000 per month, or \$ \$48,000 for the maximum six (6) month period.

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

YEAS: Clarkson, Fielkow, Gieson Palmer, Head, Hedge-Morrell - 5

NAYS: 0

ABSENT: Guidry, Johnson - 2

AND THE MOTION WAS ADOPTED.

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THE FOREGOING IS CERTIFIED  
TO BE TRUE AND CORRECT COPY

  
CLERK OF COUNCIL