

1 Revolution, Inc. extending the contract through 2013 and increasing the maximum compensation
2 under such contract by One Hundred Thirty-Five Thousand Dollars (\$135,000.00); and

3 WHEREAS, the Chair of the Cable, Telecommunications and Technology Committee,
4 the Director of the City Council Utilities Regulatory Office and the Committee Consultants
5 worked to produce Billing Guidelines for the Consultants which resulted in the establishment of
6 “City Utility Regulatory Office (CURO) Billing Practices Policy for Cable, Telecommunications
7 and Technology Committee Advisors October 3, 2013;” and

8 WHEREAS, all parties to the agreement dated January 1, 2010 desire to amend the
9 agreement and have the necessary authority to do so.

10 **THEREFORE, IT IS HEREBY AGREED:**

11 1. To increase the maximum compensation payable under the terms of this
12 agreement by "\$135,000.00" thereby increasing the amount on lines 16 and 19 of
13 page 3 of 9 of the Agreement dated January 1, 2010 for The Media Revolution,
14 Inc. The maximum compensation for all services including professional hours and
15 expenses shall not exceed Eight Hundred Seventy Thousand
16 Dollars (\$870,000.00). If there are any necessary and ordinary expenses attached
17 to the work of the Firm of The Media Revolution, Inc. these expenses shall be
18 reimbursable by the City but the total amount of such expenses, in addition to the
19 fees shall not exceed Eight Seventy Thousand Dollars (\$870,000.00).

20 2. To change the termination date of the agreement by deleting the date,
21 "December 31, 2013" on line 7 of page 7 of 9 and inserting in lieu thereof the
22 date "December 31, 2014".

23 3. The Media Revolution, Inc. will submit invoices that conform with the City
24 Utility Regulatory Office (CURO) Billing Practices Policy for Cable,
25 Telecommunications and Technology Committee Advisors October 3, 2013” as

1 may be amended from time-to-time.

2 4. Convicted Felon

3 The Contractor swears that it complies with Section 2-8 (c) of the Code of the
4 City of New Orleans. No Contractor principal, member, or officer has, within the
5 preceding five years, been convicted of, or pled guilty to, a felony under state or
6 federal statutes for embezzlement, theft of public funds, bribery, or falsification or
7 destruction of public records.

8 5. Non-Solicitation

9 The Contractor swears that it has not employed or retained any company or
10 person, other than a bona fide employee working solely for him, to solicit or
11 secure the subject contract. The Contractor has not paid or agreed to pay any
12 person, other than a bona fide employee working for him, any fee, commission,
13 percentage, gift, or any other consideration contingent upon or resulting from the
14 subject contract.

15 6. Inspector General cooperation

16 It is agreed that the contractor or applicant will abide by all provisions of City
17 Code §2-1120, including but not limited to City Code §2-1120(12), which
18 requires the contractor to provide the Office of Inspector General with documents
19 and information as requested. Failure to comply with such requests shall
20 constitute a material breach of the contract. In signing this contract, the
21 contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil
22 District Court for purposes of challenging a subpoena.

23 7. Ownership Interest

24 The Contractor shall provide a sworn affidavit listing all persons, natural or
25 artificial, with an ownership interest in the Contractor and stating that no other

1 person holds an ownership interest in the contractor via a counter letter. For the
2 purposes hereof, an "ownership interest" shall not be deemed to include
3 ownership of stock in a publicly traded corporation or ownership of an interest in
4 a mutual fund or trust that holds an interest in a publicly traded corporation. If the
5 Contractor fails to submit the required affidavits, the City may, after 30 days'
6 written notice to the prime Contractor, take such action as may be necessary to
7 cause the suspension of any further payments until such the required affidavits are
8 submitted.

8. Subcontractor Reporting

9 The Contractor shall provide a list of all persons, natural or artificial, who are
10 retained by the Contractor at the time of the contract's execution and who are
11 expected to perform work as subcontractors in connection with the Contractor's
12 work for the city. In regard to any subcontractor proposed to be retained by the
13 Contractor to perform work on the contract with the city, the Contractor must
14 provide notice to the city within 30 days of retaining said subcontractor. If the
15 Contractor fails to submit the required lists and notices, the City may, after 30
16 days' written notice to the prime Contractor, take such action as may be necessary
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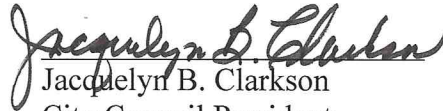
1 to cause the suspension of any further payments until such the required lists and
2 notices are submitted.

3 **IN WITNESS WHEREOF:**

4 ATTEST

CITY OF NEW ORLEANS

5 _____


Jacquelyn B. Clarkson
City Council President

6 _____

7 _____

8 _____

9 _____

The Media Revolution, Inc.

10 Kat Anders



11 _____

By: Valerie LeBlanc
201 St. Charles Ave. – Suite 114
New Orleans, LA 70170

12 Jan Smith

13 _____

14 Approved: 
15 Law Department

72-1207546
Taxpayer ID Number