

K15-866

1                                   **AGREEMENT FOR PROFESSIONAL SERVICES**

2   **BETWEEN**

3   **THE CITY OF NEW ORLEANS**

4   **AND**

5   **THE REVEREND DR. NORWOOD THOMPSON, JR.**

6

7           **THIS AGREEMENT** is made and entered into as of the 1st day of July 2015, by and  
8between the Council of the City of New Orleans, represented by Jason Rogers Williams,  
9President of the Council (hereinafter referred to as "City") acting on behalf of the City Council  
10and the Reverend Dr. Norwood Thompson, Jr. (hereinafter sometimes referred to as  
11"Contractor").

12   **WITNESSETH**

13

14           **WHEREAS**, the City Council determined the need to retain the services of a chaplain to  
15provide for prayers in advance of Council meetings and to supply a variety of spiritual leaders to  
16provide such services from time to time; and

17           **WHEREAS**, the Reverend Dr. Norwood Thompson, Jr. has served as the Chaplain for  
18the New Orleans City Council for many years without compensation, faithfully appearing for  
19each Council meeting, arranging to have a wide variety of spiritual leaders attend City Council  
20meetings and provide public prayers; and

1           **WHEREAS**, the Reverend Dr. Norwood Thompson, Jr. can provide these services with a  
2 contract in an amount below the competitive selection threshold established by the City Code  
3 and Council Rule 45; and

4           **WHEREAS**, the City Council adopted Motion M-15-246 to authorize a contract for  
5 these services with the Reverend Dr. Norwood Thompson, Jr. to cover his costs for travel and  
6 parking, as well as to compensate him for his valuable time;

7           **NOW THEREFORE**, the City and the Reverend Dr. Norwood Thompson, Jr. for the  
8 consideration, and under conditions set forth, do agree as follows:

9   **I.    SCOPE OF SERVICES**

10   **Contractor Agrees To:**

11           Provide chaplain services for the New Orleans City Council for all of its regular  
12 meetings, as directed by the Council Chief of Staff and the President of the Council.  
13           These duties shall include providing an invocation in advance of Council meetings and to  
14 supply a variety of spiritual leaders to provide for such services from time to time.

15   **II.   COMPENSATION**

16           The City agrees to pay the Contractor a sum not to exceed Six Hundred Dollars (\$600.00)  
17 for all services required herein, which shall include reimbursement for expenses incurred.  
18           The billing rate for professional services shall be \$100.00 per month. If there any  
19 necessary and ordinary expenses attached to the work of the Reverend Dr. Norwood  
20 Thompson, Jr., these expenses, in addition to the fees shall not exceed Six Hundred  
21 Dollars (\$600.00). The Reverend Dr. Norwood Thompson, Jr. submit to the City a  
22 monthly invoice for payment of services provided. This agreement is contingent upon  
23 the appropriation and allocation of funds by the City of New Orleans.

1 the appropriation and allocation of funds by the City of New Orleans.

2III. **PAYMENT**

3 Payment under this agreement shall be made pursuant to monthly invoices submitted by  
4 the Contractor, subject to review and approval by the City for payment.

5IV. **EQUAL EMPLOYMENT OPPORTUNITY:**

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

20V. **ASSIGNABILITY:**

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

1

**VI. CONFLICT OF INTEREST:**

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

**12VII. INDEMNIFICATION:**

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

**22VIII. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION**

**23 COVERAGE:**

1

2

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

9IX. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT  
10 COMPENSATION COVERAGE:

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

- 16 A. The Contractor has been and will be free from any control or direction by the  
17 City, over the performance of the services covered by this contract; and  
18 B. Service(s) to be rendered by the Contractor are outside the normal course and  
19 scope of the City's usual business; and  
20 C. The Contractor has been independently engaged in performing services listed  
21 herein prior to the date of this contract.

22 Consequently, neither the Contractor nor anyone employed by the Contractor shall be  
23 considered an employee of the City for the purpose of unemployment compensation

1 coverage, the same being hereby expressly waived and excluded by the parties hereto.

2X. **WAIVER OF SICK AND ANNUAL LEAVE BENEFITS:**

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

7XI. **JURISDICTION:**

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

11XII. **DURATION OF AGREEMENT:**

12 The services to be provided under the terms of this Agreement shall begin on  
13 July 1, 2015 and shall end no later than December 31, 2015. It is understood and  
14 acknowledged by all signators to this agreement that work described under these terms is  
15 to be accomplished during the time period specified herein. The terms, conditions and/or  
16 duration of this contract may be modified by an executed, written amendment to this  
17 contract.

18XIII. **CANCELLATION:**

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

22XIV. **SOLICITATION:**

23 The Contractor has not employed or retained any company or person, other than a bona

1 fide employee working solely for him, to solicit or secure the subject contract. The  
2 Contractor has not paid or agreed to pay any person, other than a bona fide employee  
3 working from him, any fee, commission, percentage, gift, or any other or consideration  
4 contingent upon or resulting from the subject contract.

**5XV. OFFICE OF INSPECTOR GENERAL**

6 The Contractor understands and will abide by all provisions of the Code of the City of  
7 New Orleans, Chapter 2, Art. XIII, Sect. 2-1120, as adopted by City Ordinance No.  
8 22,888 M.C.S., (relative to the operations and authority of the City Inspector General),  
9 incorporated herein by reference.

**10XVI. SUBCONTRACTS:**

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

**17XVII. CONVICTED FELON:**

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

**22XVIII. EXPENSES**

23 Unless otherwise approved by the Contracting Officer of the City Council, reimbursable  
24 expenses shall be limited as follows: postage, overnight delivery or courier services at  
25 contractor's actual cost; facsimile transmissions and long distance telephone charges at

1 contractor's actual cost; copies at \$0.10 per page; computerized research at contractor's  
2 actual cost.

3XIX. LIMITATIONS

4 For the attendance at all meetings of the Council, briefings of Councilmembers, and  
5 representation before any court, the Council will only provide labor fee reimbursement  
6 for one chaplain.

7XX. SEVERABILITY:

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

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

14

15IN WITNESS WHEREOF:

16ATTEST

17

18

19

20

21

22

23

24

25

26

27Approved:

28

29

CITY OF NEW ORLEANS

Jason Rogers Williams, President  
City Council

The Reverend Dr. Norwood Thompson  
[address] 1808 Gov. Adams St.  
Federal ID Number [REDACTED]

  
Julie P. Meyer  
Deputy City Attorney

Law Department  
Sharonda Williams

1

2



1

City Attorney

1  
2