

1 **I. SCOPE OF SERVICES**

2 **Contractor Agrees To:**

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

7 **II. COMPENSATION**

8 The City agrees to pay the Contractor a sum not to exceed Six Hundred Dollars (\$1,200.00)
9 for all services required herein, which shall include reimbursement for expenses incurred.
10 The billing rate for professional services shall be \$100.00 per month for two (2) Council
11 meetings per month. If there any necessary and ordinary expenses attached to the work of
12 the Reverend Dr. Norwood Thompson, Jr., these expenses, in addition to the fees shall not
13 exceed Six Hundred Dollars (\$1,200.00). The Reverend Dr. Norwood Thompson, Jr.
14 submit to the City a monthly invoice for payment of services provided in the previous
15 month. This agreement is contingent upon the appropriation and allocation of funds by the
16 City of New Orleans.

17 **III. PAYMENT**

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

20 **IV. EQUAL EMPLOYMENT OPPORTUNITY:**

21 In all hiring or employment made possible by or resulting from this Contract, there (1) will
22 not be any discrimination against any employee or applicant for employment because of
23 race, color, religion, gender, age, physical or mental disability, national origin, sexual

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

11 **V. ASSIGNABILITY:**

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

1 **VI. CONFLICT OF INTEREST:**

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

11 **VII. INDEMNIFICATION:**

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

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

22 **COVERAGE:**

23 The Contractor herein expressly agrees and acknowledges that it is an independent

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

7 **IX. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT**
8 **COMPENSATION COVERAGE:**

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

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

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

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

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

5 **XI. JURISDICTION:**

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

9 **XII. DURATION OF AGREEMENT:**

10 The services to be provided under the terms of this Agreement shall begin on
11 January 1, 2017 and shall end no later than December 31, 2017. It is understood and
12 acknowledged by all signators to this agreement that work described under these terms is
13 to be accomplished during the time period specified herein. The terms, conditions and/or
14 duration of this contract may be modified by an executed, written amendment to this
15 contract.

16 **XIII. CANCELLATION:**

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

20 **XIV. SOLICITATION:**

21 The Contractor has not employed or retained any company or person, other than a bona
22 fide employee working solely for him, to solicit or secure the subject contract. The
23 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 approved
10 in advance by motion of the Council. The Council may require information on ownership interests
11 in the subcontractor prior to approval of the subcontractor's retention. Contractor shall incorporate
12 by reference in all subcontracts the provisions of this Article and shall require all subcontractors
13 to comply with such provisions. Contractor's failure to comply with the obligations in this
14 subsection shall constitute a material breach of this Agreement.

15 **XVII. CONVICTED FELON:**

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

20 **XVIII. EXPENSES**

21 Unless otherwise approved by the Contracting Officer of the City Council, reimbursable
22 expenses shall be limited as follows: postage, overnight delivery or courier services at
23 contractor's actual cost; facsimile transmissions and long distance telephone charges at
24 contractor's actual cost; copies at \$0.10 per page; computerized research at contractor's
25 actual cost.

1 **XIX. LIMITATIONS**

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

5 **XX. SEVERABILITY:**

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

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

12
13 **IN WITNESS WHEREOF:**

14 **ATTEST**

CITY OF NEW ORLEANS

15
16
17
18 _____
19 Jason Rogers Williams, President
City Council

20 _____
21 The Reverend Dr. Emanuel Smith, Jr.
22 [address]
23 Federal ID Number _____

24
25 Approved: _____
26 Law Department