K13-069

1	AMENDMENT TO			
2	AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN			
3	THE CITY OF NEW ORLEANS			
4	AND			
5	THE MEDIA REVOLUTION, INC.			
6	THIS AGREEMENT is made and entered into as of the 1st day of January 2013 by and			
7	between the City of New Orleans, herein represented by Stacy Head, President of the Council			
8	the City of New Orleans (hereinafter referred to as "City"), and The Media Revolution, In			
9	(herein referred to as "Contractor").			
10	WITNESSETH			
11	WHEREAS, pursuant to the City Charter the City Council has franchise authority with			
12	respect to Cable and Telecommunications providers; and			
13	WHEREAS, the Council has an ongoing interest in the development of the cable and			
14	telecommunications infrastructure which serves the City of New Orleans communications			
15	technologies. These technologies support the Council in its work and in addition, support cable			
16	access television; and			
17	WHEREAS, the Council has an ongoing interest in legislative, regulatory and			
18	compliance issues for cable and telecommunications franchises; and			
19	WHEREAS, The Media Resolution provides consultancy in service to these Council			
20	interests; and			
21	WHEREAS, pursuant to Motion M-09-621 and the terms of the Request For			
22	Qualifications the Council is authorized to renew and extend its 2012 contract with The Media			
23	Revolution for the calendar year 2013; and			
24	WHEREAS, pursuant to Motion M-12-473 adopted on December 20, 2012,			
25	the President of the Council is hereby authorized to sign a contract amendment with The Media			

- 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, all parties to the agreements dated January 1, 2010 desire to amend the agreement
- 4 and have the necessary authority to do so.

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THEREFORE, IT IS HEREBY AGREED:

- To increase the maximum compensation payable under the terms of this 1. agreement by "\$135,000.00" thereby increasing the amount on lines 16 and 19 of page 3 of 9 of the Agreement dated January 1, 2010 for The Media Revolution, Inc. The maximum compensation for all services including professional hours and Thirty-Five Thousand exceed Seven Hundred expenses shall not Dollars (\$735,000.00). If there are any necessary and ordinary expenses attached to the work of the Firm of The Media Revolution, Inc. these expenses shall be reimbursable by the City but the total amount of such expenses, in addition to the fees shall not exceed Seven Thirty-Five Hundred Thousand Dollars (\$735,000.00).
- 2. To change the termination date of the agreement by deleting the date, "December 31, 2012" on line 7 of page 7 of 9 and inserting in lieu thereof the date "December 31, 2013".

3. Convicted felon

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

4. Non-Solicitation

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

5. Inspector General cooperation

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

6. Ownership Interest

The Contractor shall provide a sworn affidavit listing all persons, natural or artificial, with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the contractor via a counter letter. For the purposes hereof, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the City may, after 30 days' written notice to the prime Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are

1		submitted.		
2	7.	Subcontractor Report	ing	
3		The Contractor shall	provide a list of all persons, natural or artificial, who are	
4		retained by the Con	ractor at the time of the contract's execution and who are	
5		expected to perform	work as subcontractors in connection with the Contractor's	
6		work for the city. In	regard to any subcontractor proposed to be retained by the	
7		Contractor to perform work on the contract with the city, the Contractor must		
8			city within 30 days of retaining said subcontractor. If the	
9		•	abmit the required lists and notices, the City may, after 30	
10		days' written notice to the prime Contractor, take such action as may be necessary		
			on of any further payments until such the required lists and	
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12		notices are submitted	•	
13	IN WITNES	SS WHEREOF:		
14	ATTEST		CITY OF NEW ORLEANS	
15				
16			Stacy Head	
17			City Council President	
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19		*	The Media Revolution, Inc.	
20	- Gen	Com	Color Likelane	
	V			
21 22	Sandy	Lange	By: Valerie LeBlanc 201 St. Charles Ave. – Suite 114	
23		nra	New Orleans, LA 70170	
24	Approved:	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	72-1207546 Taxpayer ID Number	
25 26		MW YES .	1 m. p. v 1 m	
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