

1 full complement of cable/telecommunications consulting services to the City Council; and

2 **WHEREAS**, by Motion M-09-621 the City Council approved the recommendation of the
3 Cable and Telecommunications Committee that Goins Aaron, P.L.C. be retained to provide
4 cable/telecommunications matters; and

5 **WHEREAS**, the Council by Motion M-09-669 authorized the President of the Council to sign
6 a professional service contract with the law firm of Goins, Aaron, P.L.C. for the contract amount as
7 specified herein; and

8 **NOW, THEREOF**, the City of New Orleans and the firm of Goins Aaron, P.L.C. for the
9 consideration and under conditions set forth, do agree as follows:

10 **I. SCOPE OF SERVICES**

11 **A. Contractor Agrees To:**

12 Provide legal, technical and/or policy advice and assistance to the Council on
13 cable/telecommunications matters referred to by the Council Utilities Regulatory
14 Office including, but not limited to:

- 15 1. Drafting, commenting on, and revision of ordinances resolutions, motions
16 and other legal instruments necessary to effectuate the Council's policy goals;
17 and
- 18 2. Drafting, commenting on, and revision of leases, franchises, permits and
19 renewals thereof with cable/telecommunications providers.
- 20 3. Monitoring and advising the Council on developments in state and federal
21 law, interpretations thereof, and actions of other state and federal
22 administrative agencies; and

1 4. Assistance in implementation of cable access plans, the institutional network
2 Services Agreement, and monitoring of compliance of
3 cable/telecommunications providers with franchises, permits, leases and other
4 agreement with the City;

5 5. Act as special counsel to the City Council with respect to
6 cable/telecommunications matters;

7 6. Any other services necessary and relevant to assisting the Council in
8 formulating and implementing its cable/telecommunications policy goals.

9 B. The City Agrees To:

10 1. Provide contract administration through the City Council Utilities Regulatory
11 Office.

12 2. Provide access to records, documents and other information as may be
13 required. Additional support and information may be directed to the City
14 Council Utilities Regulatory Office.

15 **II. COMPENSATION**

16 The compensation to be paid for services rendered will be the hourly billing rate of:

17 Senior attorneys (over 10 years experience)	\$300.00 per hour
18 Senior attorneys (7-10 years experience)	\$225.00 per hour
19 Junior attorneys (3-6 years experience)	\$175.00 per hour
20 Junior attorneys (0-2 years experience)	\$125.00 per hour
21 Non-attorneys/paralegals	\$70.00 per hour

1 The compensation to be paid to the law firm of Goins, Aaron, P.L.C. for such
2 services shall not exceed Three Hundred Thousand Dollars (\$300,000.00). If there
3 any necessary and ordinary expenses attached to the work of the firm of Goins Aaron,
4 P.L.C. these expenses, in addition to the fees shall not exceed Three Hundred
5 Thousand Dollars (\$300,000.00). Goins Aaron, P.L.C.. shall submit to the City a
6 detailed monthly invoice for payment of services provided. This agreement is
7 contingent upon the appropriation and allocation of funds by the City of New
8 Orleans.

9 **III. EQUAL EMPLOYMENT OPPORTUNITY**

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

1 **IV. ASSIGNABILITY**

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

4 **V. CONFLICT OF INTEREST**

5 In the interest of ensuring that efforts of the Contractor do not conflict with the interest of the
6 City, and in recognition of Contractor's professional responsibility to the City, the
7 Contractor agrees to decline any offer of employment if its independent, professional work
8 on behalf of the City is likely to be adversely affected by the acceptance of such employment.

9 The initial determination of such a possibility rests with the Contractor. It is incumbent
10 upon the Contractor to notify the City and provide full disclosure of the possible effects of
11 such employment on the Contractor's independent, professional work in behalf of the City.
12 Final decision on any disputed offers of other employment for the Contractor shall rest with
13 the City.

14 **VI. INDEMNIFICATION**

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

1 **VII. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION**
2 **COVERAGE**

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

10 **VIII. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT**
11 **COMPENSATION COVERAGE**

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

17 A. The Contractor has been and will be free from any control or
18 direction by the City, over the performance of the services covered by
19 this contract; and

20 B. Service(s) to be rendered by the Contractor are outside the normal
21 course and scope of the City's usual business; and

22 C. The Contractor has been independently engaged in performing
23 services listed herein prior to the date of this contract.

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

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

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

9 **X. JURISDICTION**

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

13 **XI. DURATION OF AGREEMENT**

14 The services to be provided under the terms of this Agreement shall begin on January 1, 2010
15 and shall end no later than December 31, 2010. It is understood and acknowledged by all
16 signators to this Agreement that work described under these terms is to be accomplished
17 during the time period specified herein. The terms, conditions and duration of this contract
18 may be modified by an executed, written amendment to this contract.

19 **XII. EXTENSION**

20 This agreement may be extended at the option of the City, provided that funds are
21 allocated by the Council of the City of New Orleans and the extensions of the agreement
22 facilitate the continuity of services provided herein. This agreement may be extended by
23 the City on an annual basis for no longer than four additional one year periods.

1 **XIII. CANCELLATION**

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

5 **XIV. SOLICITATION**

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

11 **XV. OFFICE OF INSPECTOR GENERAL**

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

16 **XVI. SUBCONTRACTS**

17 Any and all subcontracts by the Contractor relating to work under this contract shall be
18 approved in advance by motion of the Council. The Council may require information on
19 ownership interests in the subcontractor prior to approval of the subcontractor's retention.
20 Contractor shall incorporate by reference in all subcontracts the provisions of this Article and
21 shall require all subcontractors to comply with such provisions. Contractor's failure to
22 comply with the obligations in this subsection shall constitute a material breach of this
23 Agreement.

1 **XVII. SEVERABILITY**

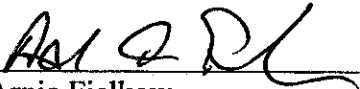
2 In the event a Court of competent jurisdiction finds any clause or provisions pertaining to the
3 retention of Contractor invalid, unless said Court expressly states otherwise, said findings
4 shall not affect Contractor's right to continue providing utility-related legal services to the
5 City with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

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

8 IN WITNESS WHEREOF:

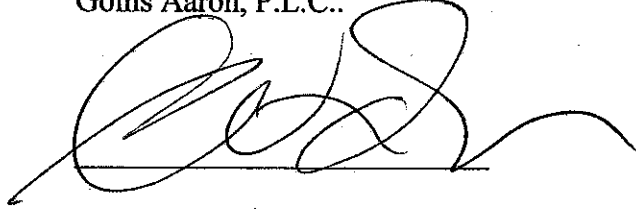
9 ATTEST

CITY COUNCIL

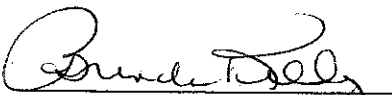
10 
11 Arnie Fielkow
12 City Council President
13

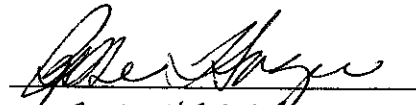
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14 Goins Aaron, P.L.C..

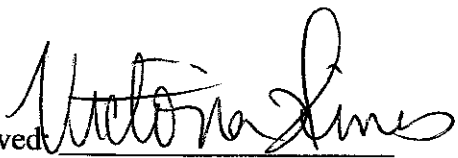


By: Willam D. Aaron, Jr., Esq.
Secretary - Treasurer

15 
16 BRENDA KELLY
17

18 
19 ROSE HAGER
20
21


Suite 2600
210 St. Charles Avenue - Suite 3800
New Orleans, La 70170

22 Approved 
23 Law Department

72-1348779
Taxpayer ID Number

**MOTION
M-09-669**

CITY HALL: December 7, 2009


**BY: COUNCILMEMBERS CARTER, CLARKSON, WILLARD-LEWIS AND
HEDGE-MORRELL**

WHEREAS, pursuant to the City Charter the City Council has franchise authority with respect to Cable and Telecommunications providers; and

WHEREAS, the Council has an ongoing interest in the development of the cable and telecommunications infrastructure which serves the City of New Orleans, as well as cable access television, and related legislative and regulatory cable and telecommunications issues; and

WHEREAS, to address important Cable/Telecommunications matters, the Council has selected Cable / Telecommunications consultant persons and firms to assist and advise the Council in accordance with the competitive selection process required by the Home Rule Charter and established by Council Rule 45.

WHEREAS, by Motion M-09-621, after competitive selection, the City Council authorized retention of the Firm of Goins, Aaron, PLC to continue to act as special counsel to the City Council in connection with Cable and Telecommunications matters; and

WHEREAS, by Motion M-09-621 and the terms of the Request For Qualifications issued on August 20, 2009, the Council has authorized a new contract with the Firm of Goins, Aaron, PLC to act as special counsel to the City Council in connection with Cable and Telecommunications matters; and

WHEREAS, the Council desires to authorize a contract with the Firm of Goins, Aaron, PLC. to assist in meeting the Council's responsibility to the City and its citizens; now, therefore

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, that the President is requested and authorized to sign a new contract with the firm of Goins, Aaron, PLC to provide consulting services to the City Council for a maximum compensation under such contract up to Three Hundred Thousand Dollars (\$300,000.00).

BE IT FURTHER MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, that the contract and/or contract amendment shall add a statement that pursuant to Chapter 2, Article XVIII of the City Code relative to the office of Inspector General that the contractor understands and will abide by all provisions of that Chapter.

BE IT FURTHER MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, that the contract shall be circulated in accordance with normal process and the City Council Rules.

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

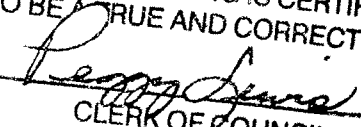
YEAS: Clarkson, Fieldkow, Hedge-Morrell, Willard-Lewis - 4

NAYS: Midura - 1

ABSENT: Carter, Head (Temporarily Out of Chamber) - 2

AND THE MOTION WAS ADOPTED.

G:\CCUTIL\MOTIONS2009\09-GOINS

THE FOREGOING IS CERTIFIED
TO BE A TRUE AND CORRECT COPY

CLERK OF COUNCIL