

K11-398

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

THE CITY OF NEW ORLEANS

AND

REDISTRICTING LLC

THIS AGREEMENT made this 3rd day of March 2011, by and between the City of New Orleans, herein represented by Jacquelyn Brechtel Clarkson, Council President (hereinafter referred to as "the City"), and Redistricting LLC, (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, the City Council desires to engage consultants to advise the City Council and its Election Code and Reapportionment Committee concerning the redistricting of the City Council; and

WHEREAS, Redistricting LLC, whose Taxpayer ID Number is 434-74-5359, possesses the required skills and experience as evidenced by its response to the Council's Request for Proposals, and is willing to provide the services requested by the Council; and

WHEREAS, the Council wishes to take advantage of the knowledge and experience gained by the consultant and to that end has adopted Motion M-11-122 authorizing the Council President to sign a professional services contract with Redistricting LLC to provide redistricting services to the Council, with the provision that Redistricting LLC, with the approval of the Election Code and Reapportionment Committee, shall subcontract with a New Orleans affiliate to coordinate public outreach; and

WHEREAS, the Election Code and Reapportionment Committee approved subcontracts between Redistricting LLC and Bright Moments LLC and EBO Networks Agency LLC, both

disadvantaged business enterprises;

NOW THEREFORE, the City of New Orleans and Redistricting LLC for the consideration and under the terms set forth herein, do agree as follows:

I. SCOPE OF SERVICES

A. CONTRACTOR AGREES TO:

1. Provide all advice and assistance required by the Council in redistricting the City Council, which shall include but not be limited to the following:
 - a. Obtain and download a copy of the census maps and PL 94-17 1 population data into the GIS redistricting system;
 - b. Verify the correctness of the census geography and assignments of population data;
 - c. Obtain and download a copy of the registered voter totals by precinct;
 - d. Select and input selected election returns;
 - e. Select and input the incumbents' precincts of residence (location where each Councilmember is registered to vote);
 - f. Obtain and review all legal documents and legal requirements necessary for the redistricting process, including past history, pre-clearance history, previous adopted plans, and state and federal requirements;
 - g. Construct a plan using the present districts and present these findings to the Council;
 - h. Interview each incumbent member of the Council to obtain his/her input;
 - i. Create plans and modifications to plans;
 - j. Produce maps and reports, including statistical analysis of each plan;

- k. Participate in all public hearings and meetings (12 anticipated);
 - l. Make a general redistricting presentation to the Council;
 - m. Propose procedures and guidelines to be followed in the redistricting process;
 - n. Provide press releases as requested by the U.S. Department of Justice;
 - o. Evaluate outside plans and make reports to the Council as directed;
 - p. Legal review and legal briefing of plans in progress;
 - q. Final plan selection by the jurisdiction at a public meeting.
 - r. Draft resolution of final plan for adoption by the Council;
 - s. Prepare the submission required under Section 5 of the Voting Rights Act of 1965;
 - t. Prepare and submit final plan documentation and preclearance notice to the Louisiana Secretary of State;
 - u. Assist in preparing for any defense or any legal challenge that may be made, and providing expert testimony when requested.
2. In performance of the tasks listed in A.1. above, the following schedule shall be adhered to:
- a. Data and document collection and verification (items a through f) shall be completed by April 10, 2011.
 - b. Public participation and hearings (items k through n) shall be completed by June 1, 2011.
 - c. Plan Construction and Submission to Committee for Selection shall be completed by July 1, 2011.
 - d. Draft Resolution for final plan for Consideration by Council (item r) shall

be completed fifteen (15) days after Committee Selection.

e. Preclearance submission (items s and t) shall be completed within 120 days of Adoption final plan by Council.

3. Appropriately maintain specific and adequate time records, in one-tenth of an hour increments, indicating the amount of time spent on these matters by each professional employed under this contract.
4. Engage with Bright Moments LLC and EBO Networks, for an amount not to exceed \$40,000.00, to provide local assistance as needed to assist in local organizational efforts relating to neighborhood meetings and increased public participation in the redistricting process (public outreach).

B. THE CITY AGREES:

1. To use best efforts to provide Contractor access to information necessary to Contractor's successful performance of its duties under the contract.
2. Provide contract administration through the City Council Chief of Staff.
3. Provide public information regarding the redistricting process, in consultation with the Contractor.
4. Assist the Contractor in obtaining any information which may be required from City agencies and other public entities within the City of New Orleans.

II. COMPENSATION:

A. Services will be paid for at the following hourly rates:

Glenn A. Koepp \$250.00

Dannie P. Garrett, III \$175.00

William Boone \$175.00

Dr. William Blair \$150.00

Maximum compensation under this contract shall not exceed One Hundred and Thirty Thousand and no/100 Dollars (\$130,000.00) inclusive of subcontracts and reasonable costs and expenses.

B. Services will be billed and paid on a monthly basis.

III. FURTHER PROVISIONS:

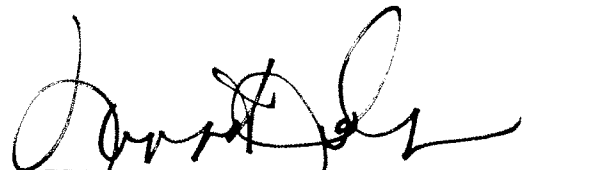
The City and the Contractor bind themselves under the Additional Terms and Conditions attached hereto.

XI. DURATION OF AGREEMENT:

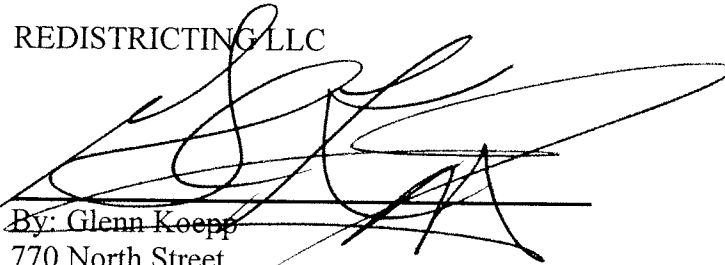
This service to be provided under the terms of this agreement shall be begin on March 3, 2011 and end no later than March 3, 2012.

CITY OF NEW ORLEANS


By: Jacquelyn Brechtel Clarkson
Council President


By: Nannette Jolivet Brown
City Attorney

REDISTRICTING LLC


By: Glenn Koepf
770 North Street
Baton Rouge, Louisiana 70802
Telephone: (225) 267-6390
Taxpayer I.D. Number: 434-74-5359

PROFESSIONAL SERVICES AGREEMENT

BETWEEN
THE CITY OF NEW ORLEANS ("City")
AND
REDISTRICTING, LLC ("Contractor")

ADDITIONAL TERMS AND CONDITIONS

1. **EQUAL EMPLOYMENT OPPORTUNITY**: In all hiring or employment made possible by, or resulting from this contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure that the Contractor's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.
2. **ASSIGNABILITY**: The Contractor shall not assign any interest in this agreement and shall not transfer any interest in the same without prior written consent of the City of New Orleans.
3. **CONFLICT OF INTEREST**: In the interest of ensuring that efforts of the Contractor do not conflict with the interests of the City, and in recognition of the Contractor's responsibility to the City, the Contractor agrees to decline any offer of employment if its independent work on behalf of the City is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rests with the Contractor. It is incumbent upon the Contractor to notify the City and provide full disclosure of the possible effects of such employment on the Contractor's independent work in behalf of the City. Final decision on any disputed offers of other employment for the Contractor shall rest with the City.
4. **INDEMNIFICATION**: The Contractor shall indemnify and save the City harmless against any and all claims, demands, suits, judgments of sums of money to any party accruing against the City for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission or the operation of the Contractor, its agents, servants or employees while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Contractor hereunder and shall also hold the City harmless from any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of its obligation under this Agreement.
5. **ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE**: Contractor herein expressly agrees and acknowledges that it is an independent contractor as defined in R.S. 23:1021 (6) and as such, it is expressly agreed and understood between the parties hereto, in entering into this services agreement, that the City of New Orleans shall not be

liable to the Contractor for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of R.S. 23:1034 anyone employed by the Contractor shall not be considered an employee of the City for the purpose of Worker's Compensation coverage.

6. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE: Contractor herein expressly declares and acknowledges that it is an independent contractor, and as such is being hired by the City under this agreement for hire as noted and defined in R.S. 23:1472 (E), and therefore, it is expressly declared and understood between the parties hereto, in entering into this services agreement, or agreement for hire, and in connection with unemployment compensation only, that:

a. Contractor has been and will be free from any control or direction by the City over the performance of the services covered by this contract; and

b. Services to be performed by Contractor are outside the normal course and scope of the City's usual business; and

c. Contractor has been independently engaged in performing the services listed herein prior to the date of this agreement.

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

7. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS: It is expressly agreed and understood between the parties entering into this services agreement that the Contractor, acting as an independent agent, shall not receive any sick and annual leave benefits from the City of New Orleans.

8. JURISDICTION: The Contractor hereby consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans, and does hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the Contractor.

9. CANCELLATION: Either party to this contract may terminate the agreement at any time during the term of the agreement by giving the other party written notice of said intention to terminate at least (30) days before the date of termination.

10. SOLICITATION: The Contractor 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.

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

MOTION

M-11-122

CITY HALL: March 3, 2011

BY: COUNCILMEMBERS CLARKSON, FIELKOW, HEDGECOCK, MORRELL, AND GUIDRY

WHEREAS, the City Charter requires that the Council redistrict itself following release of the decennial census information; and

WHEREAS, in accordance with Council Rule 45, the Council has issued a Request for Proposals for consultants to assist the Council with redistricting; and

WHEREAS, the Council Election Code and Reapportionment Committee has reviewed the staff evaluation of the proposals received; and

WHEREAS, the Committee has recommended to the whole Council that Redistricting, L.L.C., who is well qualified and experienced in redistricting, be retained by the Council as redistricting consultants; and

WHEREAS, the Committee has further recommended that Redistricting L.L.C. be authorized to subcontract with a New Orleans affiliate to coordinate public outreach for compliance with Section 70-432.1 of the Code of the City of New Orleans, with the approval of the Council Election Code and Reapportionment Committee; now therefore

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, that the Council President is authorized and requested to execute a contract with Redistricting, L.L.C. to provide redistricting services to the City Council, with a provision that Redistricting, L.L.C., with the approval of the Election Code and Reapportionment Committee, shall subcontract with a New Orleans affiliate to coordinate public outreach.

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

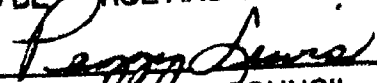
YEAS: Clarkson, Fielkow, Gisleson Palmer, Guidry, Head,
Hedge-Morrell, Johnson - 7

NAYS: 0

ABSENT: 0

AND THE MOTION WAS ADOPTED.

THE FOREGOING IS CERTIFIED
TO BE A TRUE AND CORRECT COPY


CLERK OF COUNCIL