

PROFESSIONAL SERVICES CONTRACTS INSTRUCTIONS

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CITY OF NEW ORLEANS
CHIEF ADMINISTRATIVE OFFICE

**PROFESSIONAL SERVICES CONTRACTS
INSTRUCTIONS**

(This also includes personal services contracts and cooperative endeavor agreements.)

These instructions provide complete and detailed information on proposing, preparing, and executing professional services contracts. Examples and forms are attached. The instructions have been revised to add a *Jurisdiction* section to the standard contract language, to change the standard language to refer to *agreement* throughout, and to add a revised W-9 form to the contract package.

I. LEGAL AUTHORITY.

A. Home Rule Charter citations.

Section 4-302(5) authorizes the Chief Administrative Officer to "prescribe accepted standards of administrative practice to be followed by all offices, departments, and boards."

Section 4-206(1)(h) and (I) empowers the Mayor to sign contracts and to see that the terms and conditions of all contracts are faithfully executed.

Section 4-401(5) provides that the **City Attorney** is to "Prepare or **approve as to form and legality, all contracts...**creating any legal or conventional obligation affecting the City".

Section 4-404(2) requires that **certified copies of all contracts become a part of the Law Department's archives.**

Section 6-308 provides for the Mayor to sign all formal written contracts, except those administered by the Council; any agency may propose a contract; the **Department of Law must approve all contracts for form and legality** before the Mayor signs; that **contracts not extend beyond the term of appropriation** to fund the obligation; and **approval by the Department of Finance prior to signature** of all contracts involving a financial obligation by the City.

Section 6-308(5)(a), (b), and (d) **authorizes contracting for professional services without the necessity of public bidding, requires a competitive selection process established by executive order, and allows a threshold amount for use of the competitive selection process to be set by ordinance.**

B. **Rules of the Civil Service Commission, City of New Orleans.**

Rule III, Section 6, authorizes the **Director of City Civil Service** to review and **approve all professional services contracts in advance of their effective dates** to ensure compliance with Civil Service Law.

C. **Louisiana Revised Statutes.**

R.S.38, Chapter 10, "Public Contracts", the state public bid law, also sets the limits of City contracting.

R.S. 39, Chapter 16, "Public Finance," defines "Professional service" and "Personal service" in regard to contracts.

D. **Executive Orders.**

Executive Order MHM 96-020 establishes the competitive selection process and gives the details of its execution.

Executive Order MHM 95-16 sets out the procedure for administrative review of contracts and execution by the Mayor.

II. **GUIDELINES.**

A. **"Professional service is work rendered by an independent contractor who has a professed knowledge of some department of learning or science ... which independent contractor shall include but not be limited to lawyers, doctors, dentists, veterinarians, architects, engineers, landscape architects, and accountants."** R.S. 39:1484

1. Standards for evaluating the need for a professional service contract:

- a. Contracts shall not be made for readily available skills or jobs more appropriately assigned to a permanent position.
- b. Only **unique or specialized skills** that are not available as positions in the classified or unclassified service may be considered for contracts.

2. Funding restrictions

Contracts funded by state, federal, or other grant sources must terminate with the end of the funding cycle and will not be renewed if funding would be required from the general fund operating budget.

3. Preference or first consideration will be given to businesses or individuals located in Orleans Parish, if all other considerations are equal.

B. Personal Service.

La. R.S. 39:1484 defines this service as "work rendered by individuals which require use of creative or artistic skills,...or which require use of highly technical or unique individual skills or talents..." Examples given are graphic artists, sculptors, musicians, photographers, writers, paramedicals, therapists, handwriting analysts, and expert witnesses. Personal services contracts should be initiated by the Mayor's Office, the Chief Administrative Office, or the Law Department.

C. Cooperative Endeavor Agreements.

1. The **Home Rule Charter**, in Section 9-314., authorizes *cooperative endeavor agreements* "with the state or its political subdivisions or political corporations, with the United States or its agencies, or with any public or private association, corporation, or individual with regard to the procurement and development of immovable property, joint planning and implementation of public works, joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes."

Cooperative endeavor agreements for longer than one year must be advertised for public comment and approved by the City Council before being executed.

2. The Louisiana Attorney General has rendered an opinion that a three part test for appropriate use of a cooperative endeavor agreement is as follows:
 - a. The public agency has an obligation to expend the funds,
 - b. The expenditure is for a public purpose, and
 - c. The expenditure creates a public benefit commensurate with the cost.

III. SELECTION OF CONTRACTOR.

A. Competitive Selection Procedure.

If a professional services contract will be for **more than \$15,000**, the competitive selection procedure must be used. Executive Order MHM 96-020, which gives the guidelines and procedures, must be followed. Copies of the Executive Order are available from the Chief Administrative Office. The Executive Order applies to **all** departments, agencies, boards, and commissions of city government, hereinafter referred to as agencies. Those boards and commissions listed in Executive Order

MHM 96-020 as "contingent" may develop their own competitive selection procedures, subject to the written approval of the Mayor.

1. The agency planning to contract for professional services shall send a written request for approval to the Chief Administrative Officer, including the following information:

- description of services
- proposed criteria and weighting of criteria for selection of contractor
- total amount of funds available
- source of funds (general, federal, budget code)
- federal or other special requirements
- timetable
- any special conditions
- contact person & telephone number

2. After approval by the Chief Administrative Officer, the department may continue the steps of the competitive selection procedure detailed in Executive Order MHM 96-020. They are as follows:

- a. The RFP packet shall be reviewed by the CAO representative before advertising. A Compliance Check Sheet is provided for convenience.
- b. Preparation of RFP packets. Agencies preparing RFP packets shall include all of the information in the advertisement as well as a detailed description of the services requested with emphasis on the goal or desired result of the planned contract. To be included are the deadline for submitting proposals, the name, address, and telephone number of a contact person and the contracting agency where proposals will be received. The contact person must also be able to answer questions about the RFP. Criteria for evaluation and weighting of those criteria shall be a part of the RFP packet. A date after which evaluations are expected to be completed should be included. Those who submitted proposals may call after that date to learn the status of the evaluations and request a copy of the evaluation of their own proposal.
- c. Advertisement of request for proposals. Allow at least 10 days after final advertisement for response. Include in the advertisement the following information:

Name of a contact person, office address and telephone number where prospective contractors can request complete Request for Proposal packets

Cost, if any, for RFP packets

Deadline for submitting proposals

Name and office address of a person within the requesting department who will receive proposals and respond to inquiries

Date by which evaluations are expected to be completed and those who submitted proposals may request a copy of the evaluation of their proposal

A sample advertisement is attached.

- d. Receipt of at least three proposals - If fewer than three are received, additional advertisement may be required by the Chief Administrative Officer.
 - e. Evaluation by the CAO or Grants Provider Review Working Group - criteria for evaluation should be stipulated.
 - f. Selection of contractor by the Mayor.
3. Any person who has submitted a proposal may request a re-evaluation of that person's evaluation. When the evaluations have been completed, applicants may call the advertised contact person and request to look at the evaluation of their own proposal. Any person wishing to protest the evaluation may appeal to the chair of the appropriate review committee within 72 hours of release of evaluations of the proposals. The request for re-evaluation must be filed in writing and postmarked or time stamped in the chair's office within 72 hours of receipt of notification of the award.

The chair or the chair's representative shall review the request for re-evaluation. If further action is deemed necessary, the chair or the representative will review the information and make a decision for action. The person requesting reevaluation will be notified of the decision.

B. Contracts for \$15,000 or less.

For professional services contracts with a total amount of \$15,000 or less, the department shall submit a **written request to the Chief Administrative Officer** giving the information listed in III.A.1. above and proposing a contractor or a selection of contractors.

IV. PREPARATION OF A CONTRACT.

- A. The Department prepares its own contract on 8 ½" x 11" paper that is numbered by line in the left hand margin. Line numbers are used to identify sections of a contract.
- B. Each page is to be numbered and identified; for example, in a five-page contract, page 1 of 5, page 2 of 5, etc.

- C. Four copies of a contract are sent to the Mayor for signature, **each with the signature line marked with a paper clip or tab.**

V. **CONTRACT LANGUAGE.**

Each contract must contain certain clauses and general language. When in doubt concerning the correct wording of a section, **ask the Law Department.**

- A. The introductory statement contains the date the agency intends the contract to begin and names the parties to the agreement. If necessary, the date the Mayor signed the contract may be filled in later as the execution date. The justification section follows to **establish the premise for the agreement, briefly state the qualifications of the contractor to provide services, and identify the contractor by name and address.**
- B. The **Scope of Services** section should contain a **clear, specific** statement of the services to be provided both by the City and by the contractor. The law does not recognize what does not appear in the contract. The contractor's obligations part should include as much **detail** as possible. The "City agrees to" part is intended to **limit** the City's liability.
- C. The **Compensation** section must include the absolute **maximum amount** of the contract, the **same** amount to be committed by **requisition**. Open-ended contracts are illegal. The maximum amount may be separated by task or rate of pay. Special conditions of payment, such as installments, completion of task, billing, and required documentation, are included here. If an amount of compensation is to be retained until work is completed, express it as a dollar amount and as a percentage of the maximum amount. **This is the section to include all information about money.**
- D. Professionals are defined as independent contractors and **do not receive fringe benefits** of any type. Professional services contracts must contain paragraphs that exclude the contractor from such coverage. Each contract must include **Equal Employment Opportunity, Assignability, Conflict of Interest, Indemnification, Acknowledgment of Exclusion of Worker's Compensation Coverage, Acknowledgment of Exclusion of Unemployment Compensation Coverage, Waiver of Sick and Annual Leave Benefits, Jurisdiction and Extension** clauses. The exact wording of these clauses, to be included in the main body of the contract, is provided in the **Sample Contract attachment**. **Do not** change the wording without the approval of the Law Department.
- E. A **Duration** clause that ends the contract no later than **one year** after the beginning date must be included unless extenuating circumstances described elsewhere in these instructions are applicable.
- F. A **Cancellation** clause with specific wording as given in the Special Clauses attachment must be included to protect the City's right to cancel.

- G. An **Extension** clause allows the City to extend contracts without requesting proposals when continuity of service is essential. Each extension may be for a one year period and there can be no more than five extensions.
- H. **Cooperative Endeavor Agreement** shall be used as a title on contracts between the City and other governmental entities or non-profit corporations. Language may vary from the standard boilerplate. The Law Department shall be consulted when the contract is not with a public entity.

VI. SIGNATURE PAGE.

The Mayor and the contractor each sign on the signature page. The page must include the **typewritten name** and title of both parties, the contractor's **address of record** and **Social Security number or corporate taxpayer identification number**. Spaces are also provided for two witnesses for each of the contracting parties. An approval block to indicate review by the Law Department is included on each signature page.

The signature page **must** contain some language of the contract that is unique to that contract to avoid fraud. A sample contract in its entirety is provided in Attachment C.

VII. ATTACHMENTS.

- A. **Credentials.** Resumés, professional licenses or degrees, and any other evidence of qualifications should be attached to the contract.
- B. **Authorization to sign.** For a contract with a corporation there must be a **corporate resolution** attached to indicate which person is authorized to sign contracts binding the company. This may be a general statement or a resolution for the particular contract in question.
- C. **IRS Form W-9.** This form (new sample attached) must be completed by the contractor and attached to the contract.

VIII. ENCUMBERING FUNDS.

The originating agency must encumber funds for the contract in the City's financial system. The maximum amount specified in the contract is encumbered in the financial system. To indicate that the funds have been encumbered, the document identification number is recorded on the check sheet.

If an executed contract is amended to change the maximum compensation, the amount must be changed in the financial system and a change order request sent by memorandum to the Director of Finance, Attention: Purchasing Agent. Be sure to give the document identification and purchase order numbers.

Some contracts, such as grants funded ones, extend beyond the City's fiscal year. In such cases, funds are budgeted only for the current fiscal year as appropriated in the adopted budget. Only

the current fiscal year appropriation is encumbered and language should be included in the compensation section specifying that the balance of the total compensation is subject to availability of funds. For example, if a grant is for \$10,000 over a three year period, but only \$3000 is appropriated in the current fiscal year, the \$7000 balance should be identified in the compensation section as subject to availability of funds. The language of the contract may indicate that the agreement is for twelve months and subject to renewal.

If a multi-year contract is fully funded in the current budget year, the full amount of the appropriation should be encumbered.

IX. THE CHECK SHEET.

A check sheet that must be used to route all contracts is attached. **Make photocopies of the form as needed.** The information filled in by the originating department must be **typed**.

Much of the check sheet is self-explanatory, but a few items require clarification.

- A. Check the appropriate type of contract or agreement.
- B. Identify the **contractor** by name in case the check sheet becomes separated from the contract.
- C. Requisition (RX) and document identification numbers should be recorded from GFS. If the contract is a non-financial agreement, that should be stated on this line. If the contractor pays the City, enter "revenue" on the line.
- D. The **synopsis**, a brief description of the scope of services, tells the purpose of the contract and is particularly helpful to the Mayor.
- E. The first signature line is only for the **agency head** of the initiating agency. Appointing authorities are responsible for the decisions made within their agencies and should be the ones to sign check sheets for contracts to be considered by the Mayor.
- F. **Someone must be responsible for routing the contract.** Give the name and telephone number of the **routing person**.

X. THE REVIEW PROCESS.

By Executive Order MHM 95-016, the Mayor has established a procedure to expedite the review process. To avoid delay, the originating department should ensure the contract package is complete before submitting it. First, it should be signed by the contractor.

The contract package consists of one check sheet, four copies of the contract document, and the applicable attachments, such as corporate resolution, credentials, and IRS W-9 form. **A contract for over \$15,000 should include proof that the contractor was chosen through a competitive selection procedure.** The complete package is taken to the Law Department to be reviewed.

The contract must arrive in Law by 5:00 p.m. on Monday of the week it will be reviewed. Contracts submitted Tuesday through Friday will be reviewed the following week. A number will be assigned to the contract.

On Tuesday a representative of Civil Service will review the week's contracts. On Wednesday representatives of the Chief Administrative Office, the Law Department and the Finance Department will meet to review the week's contracts. Those approved will be sent to the Mayor's Office by the end of the business day Wednesday.

After the Mayor has signed, one copy will be retrieved by the Law Department for the official records. The others are to be picked up by the originating agency no later than Friday.

XI. DISTRIBUTING EXECUTED COPIES.

After the contract is signed by both parties, the originating agency distributes the copies as follows:

Bureau of Purchasing, Department of Finance.

one (1) original signed copy with check sheet and requisition.

one (1) photocopy of contract and check sheet. (The photocopy will be sent to the Clerk of Council.)

Contractor.

one (1) original signed copy.

The originating agency should complete the distribution within three (3) working days after receiving the contracts from the Mayor's Office.

The Law Department will retrieve one original signed copy from the Mayor's Office.

XII. AMENDMENTS.

If it is necessary to alter the terms or conditions of a contract, an amendment must be prepared. All amendments must be signed by the Mayor and are routed for review in the same manner as original contracts. **A copy of the original contract must be attached to an amendment being routed so that the reviewers can compare the two.** An example of a contract amendment is included as Attachment F. Amendments are prepared in the same manner and form as contracts. The synopsis section of the check sheet should explain the purpose of the amendment.

XIII. WAIVERS.

Requests to waive any of these provisions must be approved by the Chief Administrative Officer in writing.

XIV. INQUIRIES.

Detailed questions on any section of these instructions should be directed to the particular department involved. These instructions and the attachments are available on computer disk from

the Chief Administrative Office, Employee & Labor Relations Division, Special Projects section,
Room 9E01, City Hall, telephone 565-6524.

Marlin N. Gusman
Chief Administrative Officer

MNG/LRF/itb

**COMPLIANCE CHECK SHEET
PROFESSIONAL SERVICES
COMPETITIVE SELECTION PROCEDURE**

TO BE COMPLETED BY DEPARTMENT, BOARD, AGENCY OR COMMISSION:

Department _____

Date _____

Contact person: _____ Phone number: _____

Check One: Operating budget _____ Capital budget _____

Funding Source (federal, state, other--specify): _____

Synopsis: _____

Amount: _____ Organization code: _____

DO NOT WRITE BELOW THIS LINE*** FOR CAO USE ONLY**

Special requirements (yes/no) _____ Timetable (yes/no) _____

Funds available (yes/no) _____ Contract term: _____

Evaluation criteria (yes/no) _____ Weighting factors (yes/no) _____

Renewal conditions (yes/no, comment): _____

Competitive Selection Exempt: EDF _____ NHIF _____ Below threshold _____

Approved/Disapproved: _____ Date: _____

Comments: _____

SAMPLE ADVERTISEMENT REQUESTING PROPOSALS

Request For Proposals

The City of New Orleans, (name agency) requests proposals for (name service) . (Limited details of the scope of service needed may be included here.) Detailed specifications of the Request for Proposals may be obtained by contacting (name of contact person, City agency requesting proposals, address of agency, and telephone number of contact person). .

Proposals will be accepted until (date and time) . Proposals should be sent (name, agency, address, including room number) . Proposals received will be evaluated by a Selection Review Working Group based on criteria listed and valued in the specifications of the Request for Proposals.

Instructions

Agencies shall fill in the areas printed in italics. The advertisement must appear for three consecutive days in the official journal of the City of New Orleans. The deadline for submitting proposals is to be at least ten days after the third day of publication. If there is a fee for the detailed specifications, it should be mentioned in the advertisement.

Advertising copy is to be sent to the Clerk of Council to arrange publication. An advertisement may be printed as a Public Notice or in the want ad section, depending on the importance of the service requested and the need for publicity. City agencies are to use discretion in requesting publication as a Public Notice due to cost.

**REQUEST FOR PROPOSALS
TRANSMITTAL FORM**

This form is to be used by departments in submitting the results of a professional services competitive procurement to the appropriate Selection Review Rating Group. **All information should be typed.** Identify the funding source and department, briefly describe the project, list the candidates for rating and attach the proposals and recommended selection criteria and weighting factors. The forms should be signed by the department director.

_____ Department of Public Works Date: _____

_____ Capital Budget _____ Operating Budget _____ Grant

DEPARTMENT: _____

PROJECT SYNOPSIS: _____

**REQUEST FOR PROPOSAL
ELIGIBLE CANDIDATES**

1. _____
2. _____
3. _____
4. _____
5. _____

SIGNATURE: _____

(Title)

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

THE CITY OF NEW ORLEANS

AND

ABC, INC.

THIS AGREEMENT is made and entered into this ____ day of _____, 200__,
by and between the City of New Orleans, herein represented by C. Ray Nagin, Mayor
(hereinafter referred to as "City") and ABC, Inc., herein represented by John Doe,
President, (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, the City desires to engage a professional consultant to provide a
management and efficiency study for the Department of Public Good; and

WHEREAS, ABC, Inc., whose office is located at 100 South Street, New Orleans,
Louisiana 70123, is a qualified management accounting firm as evidenced by the resumé
attached hereto; and

WHEREAS, ABC, Inc. is herein represented by John Doe, President, as authorized
by its resolution dated April __, 2000 which is attached hereto and made a part hereof, who
is authorized to enter into agreements on behalf of ABC, Inc.;

NOW THEREFORE, the City of New Orleans and the Contractor for the
consideration, and under the conditions set forth, do agree as follows:

1 I. SCOPE OF SERVICES.

2 A. The Contractor Agrees To:

- 3 1. Research and compile information and data relative to providing a
- 4 management and efficiency study on the operations of the Division of
- 5 Citizen Response of the Department of Public Good.
- 6 2. Interview appropriate personnel as deemed necessary by the City and
- 7 the Contractor.
- 8 3. Determine alternative methods of service delivery.
- 9 4. Present three (3) copies of the initial draft of the report to City no
- 10 later than sixty (60) work days after the commencement of this
- 11 agreement and discuss recommendations with designated City staff.
- 12 5. After discussion make any final changes deemed necessary to the
- 13 report.
- 14 6. Present three (3) copies of the final report to designated City staff.

15 B. The City Agrees To:

- 16 1. Provide agreement administration through the Department of Public
- 17 Good.
- 18 2. Provide access to all personnel and records deemed necessary for the
- 19 completion of the services to be provided under the terms of this
- 20 agreement.

21 II. COMPENSATION.

22 The City shall compensate the Contractor at the rate of \$ _____ per

1 hour. Total compensation under this agreement shall not exceed
2 \$_____. The Contractor shall submit to the City a detailed monthly
3 invoice for payment of services provided. This agreement is contingent upon
4 the appropriation and allocation of funds by the City of New Orleans.

5 **III. EQUAL EMPLOYMENT OPPORTUNITY.**

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

22 **IV. ASSIGNABILITY.**

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

4 V. CONFLICT OF INTEREST.

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

15 VI. INDEMNIFICATION.

16 The Contractor shall indemnify and save harmless the City of New Orleans
17 against any and all claims, demands, suits, judgments of sums of money to
18 any party accruing against the City for loss of life or injury or damage to
19 persons or property growing out of, resulting from, or by reason of any act of
20 omission of the operation of the Contractor, his agents, servants or employees
21 while engaged in or about or in connection with the discharge or
22 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 his obligation under this agreement.

VII. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S
COMPENSATION COVERAGE.

Contractor herein expressly agrees and acknowledges that he 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 professional services agreement, that the City of New Orleans shall not be liable to the Contractor for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana and further, under the provision 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.

VIII. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT
COMPENSATION COVERAGE.

Contractor herein expressly declares and acknowledges that he is an independent Contractor, and as such is being hired by the City under this agreement of 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 professional services agreement, or agreement for hire, and in connection with unemployment compensation coverage only, that:

- 1 A. Contractor has been and will be free from any control or direction by
2 the City over the performance of the services covered by this
3 agreement; and
4 B. Services to be performed by Contractor are outside the normal course
5 and scope of the City's usual business; and
6 C. Contractor has been independently engaged in performing the
7 services listed herein prior to the date of this agreement.
8 Consequently, neither Contractor nor anyone employed by
9 Contractor shall be considered an employee of the City for the
10 purpose of unemployment compensation coverage, the same being
11 hereby expressly waived and excluded by the parties hereto.

12 IX. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS.

13 It is expressly agreed and understood between the parties entering into this
14 professional services agreement that the Contractor, acting as an
15 independent agent, shall not receive any sick and annual leave benefits from
16 the City of New Orleans.

17 X. JURISDICTION.

18 The undersigned Contractor does further hereby consent and yield to the
19 jurisdiction of the State Civil Courts of the Parish of Orleans and does
20 hereby formally waive any pleas of jurisdiction on account of residence
21 elsewhere of the undersigned Contractor.

22 XI. DURATION OF AGREEMENT.

1 The services to be provided under the terms of this agreement shall begin on
2 May 1, 1999 and shall end no later than December 31, 1999. It is understood
3 and acknowledged by all signers to this agreement that work described
4 under these terms is to be accomplished during the time period specified
5 herein. The terms, conditions and duration of this agreement may be
6 modified by an executed, written amendment to this agreement.

7 **XII. EXTENSION.**

8 This agreement may be extended at the option of the City, provided that
9 funds are allocated by the Council of the City of New Orleans and the
10 extension of the agreement facilitates the continuity of services provided
11 herein. This agreement may be extended by the City on an annual basis for
12 no longer than five one year periods.

13 **XIII. CANCELLATION.**

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

1 For the consideration and under the conditions set forth above, ABC, Inc. has
2 agreed to perform the specified services for the City of New Orleans.

3 IN WITNESS WHEREOF:

4 ATTEST

CITY OF NEW ORLEANS

5 _____
6 C. RAY NAGIN, MAYOR

7 _____
8 ABC, INC.

9 _____
10 BY: JOHN DOE, PRESIDENT

11 _____
12 ADDRESS

13 _____
14 Approved: _____
15 Law Department

16 _____
CORP. TAXPAYER I.D.

AMENDMENT

TO AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

THE CITY OF NEW ORLEANS

AND

ABC, INC.

THIS AMENDMENT is made and entered into as of this ____ day of _____,
19__ by and between the City of New Orleans, herein represented by C. Ray Nagin, Mayor
(hereinafter referred to as "City") and ABC, Inc., herein represented by John Doe,
President, (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, the City has entered into an agreement dated _____, 19__, with
ABC, Inc. for the purpose of providing a management and efficiency study for the
Department of Public Good, and

WHEREAS, the City desires to extend this agreement; and

WHEREAS, such extension in services shall constitute an increase in compensation
to the Contractor; and

WHEREAS, both parties to the agreement dated _____, 19__ desire to amend
the agreement and have the necessary authority to do so.

THEREFORE IT IS HEREBY AGREED:

I. To increase the maximum amount of compensation payable under the terms of this
agreement by increasing the amount included on line 1 of page 3 of 8 from \$ _____ to

increased maximum amount payable of \$_____.

Both parties to this amendment hereby reaffirm the validity of all other provisions of the original agreement dated _____, 19__ save the above and foregoing changes.

IN WITNESS WHEREOF:

ATTEST

CITY OF NEW ORLEANS

C. RAY NAGIN, MAYOR

ABC, INC.

BY: JOHN DOE, PRESIDENT

ADDRESS

CORP. TAXPAYER I.D. NO.

APPROVED: _____
LAW DEPARTMENT

CONTRACT NUMBER

(Law Dept use only)

☐ Professional Services☐ Cooperative Endeavor Agreement☐ Amendment/Extension☐ Other☐ Personal Services☐ Grant**CONTRACT CHECK SHEET****TAX ID OR S.S. NUMBER****REQUISITION NUMBER/DOCUMENT ID NUMBER****CONTRACTOR****AMOUNT****SYNOPSIS****Beginning Date****Ending Date****DEPARTMENT**

The signatures below indicate that the signers have reviewed this contract for compliance in their various areas of responsibility as prescribed by law and policy.

The department head certifies that this agreement

SELECT ONE☐ has been through the competitive selection process☐ is for \$15,000 or less and therefore exempt☐ has been declared an emergency by the Chief Administrative Officer.**Department Head****Date****Chief Administrative Office****Date****Civil Service****Date****Finance Department****Date****Law Department****Date****NAME****PHONE #****ROUTING PERSON**