

**PCF Paul Catalanotto Films, LLC**

**2020 Paul Catalanotto Films, LLC Consultant Agreement**

THIS INDEPENDENT CONSULTANT AGREEMENT ("Agreement"), dated this 3rd day of January 2020, is hereby entered into between the Office of the Mayor of Harahan Louisiana ("Client"), and Paul Catalanotto Films, LLC ("Consultant") for *services to be rendered relating to video production and distribution of the city of Harahan's Council Meetings* — production will occur on the third week of every month and will also include special meetings called periodically through the year - in addition produce videos with the purpose of promoting and educating the citizens of Harahan as well tourist and visitors of the city.

**RECITALS**

WHEREAS, the Office of the Mayor of Harahan's mission is to support, promote, and advocate for the city of Harahan and its citizens.

WHEREAS, Office of the Mayor of Harahan finds that services to be provided by Consultant through this Agreement is in accordance with, and in furtherance of, Office of the Mayor of Harahan's mission.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants set forth herein, and for other good and valuable consideration, the parties, intending to be legally bound, hereby agree as follows:

**1.0 DEFINITIONS**

Unless otherwise specifically defined, words and terms set forth in this Agreement are to be given their generally prevailing meaning.

**2.0 SCOPE OF WORK**

Consultant is hereby responsible for the following:

2.1 Video Production: Consultant is to video the council meetings as well produce infomercials for the city. Consultant is responsible for providing all equipment and personnel necessary to complete this project in accordance with this Agreement.

2.2 Distribution of Program: Consultant is responsible for delivering the council meetings to the Jefferson Parish Television Station as well as make the council meetings available online.

### **3.0 PERFORMANCE BY CONSULTANT**

Services under this Agreement (as set forth in the Scope of Work) are the sole responsibility of the Consultant. If, for any reason, Consultant is unable to perform the services required as set forth in this Agreement, Consultant shall promptly notify the Office of the Mayor of Harahan and the Agreement can be immediately voidable at the client's discretion.

### **4.0 TERM AND TERMINATION**

4.1 The Term of this Agreement begins January 2019. The term of this Agreement may be extended by mutual agreement of the client and Consultant.

4.2 This Agreement may be terminated, in whole or in part, by either party, and for any reason, upon giving 30 days written notice to the other party. If this Agreement is terminated, Consultant will only receive payment for services rendered before the effective date of termination.

### **5.0 COMPENSATION**

The Office of the Mayor of Harahan hereby agrees to compensate Consultant for services to be rendered in accordance with this Agreement:

5.1 The Client will pay Consultant a total cost not to exceed \$600.00 per meeting for the Term of the Contract. Any work that exceeds these limitations must be first approved by the Office of the Mayor of Harahan, at a rate agreed upon by the parties. Special meetings, or meetings other than those scheduled on the third Thursday of the month, shall be billed at a discounted rate of \$300.00. Consultant requires a five day notice for special meeting and reserves the right to decline shooting the special meeting. Promotional videos will be invoiced at a negotiate rate.

5.2 Payment shall be rendered after the distribution of the council meetings to online and the Jefferson Parish Television. Consultant will provide invoices for these payments to client in advance, allowing time for processing.

5.3 Consultant is expected to provide for Consultant's own supplies and materials, and should not expect reimbursement from the Office of the Mayor of Harahan for any of Consultant's expenses relating to the Scope of Work as outlined in this Agreement. Any request for reimbursement of any expenses used or consumed by Consultant in furtherance of the services to be provided by Consultant in accordance with this Agreement must be approved by the client.

## **6.0 NOTICES**

All notices under this Agreement, including a Notice of Termination, must be in writing and delivered by hand or sent by certified mail, postage prepaid, and will be deemed to have been duly given when delivered to the other party at the addresses set forth below:

If to Office of the Mayor of Harahan:  
6437 Jefferson Highway  
Harahan, LA 70123

If to Consultant:  
Paul Catalanotto  
14407 HWY 1064  
Tickfaw, La 70466

## **7.0 LAPCS/CONSULTANT RELATIONSHIP**

7.1 The Office of the Mayor of Harahan and Consultant understand and agree that Consultant is retained as an independent consultant with respect to all matters relating to this Agreement. Consultant is not and shall not be deemed to be an employee of the Office of the Mayor of Harahan.

7.2 This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties, and Consultant shall make no such representation to anyone.

## **8.0 Ownership of Intellectual Property**

8.1 Consultant agrees that the Office of the Mayor of Harahan, the prime recipient, retains certain rights in the use of materials created or produced under this Agreement. Consultant represents and warrants that it will not infringe any third party's intellectual property or proprietary rights in connection with its performance of this Agreement.

8.2 Consultant agrees that the Office of the Mayor of Harahan owns the rights to all recordings made by Consultant of the Harahan council meetings. If requested at any time, Consultant shall provide the Office of the Mayor of Harahan with the original video recordings.

**9.0 Governing Law**

This Agreement is deemed to be made under, and in accordance with, the laws of the State of Louisiana.

**10.0 Modifications**

Any modifications to this Agreement can only be made in writing and agreed to the authorized representatives of both the Office of the Mayor of Harahan and Consultant.

**11.0 Severability**

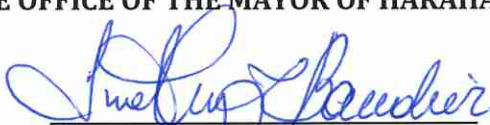
If any provision of this Agreement is hereafter construed to be invalid or unenforceable, that invalidity or unenforceability shall not affect the remainder of the provisions of this Agreement, which shall be given full effect, without regard to the invalid or unenforceable portions.

**12.0 ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior written and oral understandings, representations, or commitments by the parties with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Agreement as of the date and year first set forth above.

**THE OFFICE OF THE MAYOR OF HARAHAN**



Mayor of the City of Harahan

1/27/2020



Paul Catalanotto  
Consultant

1/30/2020  
Date