

K09-068  
CONTRACT NUMBER (Law Dept. Use Only)

Do Not Forward To Mayor  
Council Contract

<input checked="" type="checkbox"/> Professional Services	<input type="checkbox"/> Personal Services
<input type="checkbox"/> Cooperative Endeavor Agreement	<input type="checkbox"/> Grant
<input type="checkbox"/> Amendment/Extension	<input type="checkbox"/> Other

**CONTRACT CHECK SHEET**

12 1367745  
TAX I.D. OR S.S. NUMBER

0934431  
REQUISITION NUMBER/DOCUMENT ID NUMBER

ITE Group In The Event  
CONTRACTOR

\$ 15,000.00  
AMOUNT

To Conduct and facilitate event services for New Orleans City Council relative to the Annual Police Jury Ass. of LA Conference SYNOPSIS

Nov. 20 2008  
Beginning Date

April 1, 2009  
Ending Date

City Council  
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.

RECEIVED  
CHIEF ADM.  
2009 FEB - 3 A 11: 25

[Signature] Department Head 2/3/09 Date

[Signature] Chief Administrative Office 2/6/09 Date

Michael Mady Civil Service 2/11/09 Date

[Signature] Finance Department 2/13/09 Date

[Signature] Law Department 2/13/09 Date

ok  
2/13/09

NAME \_\_\_\_\_ PHONE # \_\_\_\_\_  
ROUTING PERSON

K09-068

AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
THE CITY OF NEW ORLEANS  
AND  
IN THE EVENT, INC (ITE GROUP)

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between the City of New Orleans, herein represented by Jacquelyn Brechtel Clarkson, Council President (hereinafter referred to as "the City"), and In The Event, Inc. (ITE Group), hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, the City desires to engage In The Event, Inc. (ITE Group), to conduct and facilitate event services for the New Orleans City Council relative to the annual Police Jury Association of Louisiana Annual Conference being held in New Orleans March 19 - 21, 2009;

WHEREAS, In The Event, Inc. (ITE Group), whose address is 4421 S. Derbigny Street New Orleans, Louisiana 70125 and whose Taxpayer ID No. is 72-1361745 is qualified and has appropriate experience to plan such an event;

WHEREAS, the Council has authorized a contract with the Contractor by Motion M-08-616.

The City of New Orleans and the Contractor for the considerations and under the conditions set forth below, do agree as follows:

ARTICLE I. SCOPE OF SERVICES

Section 1. CONTRACTOR AGREES TO:

- A. Coordinate and stage the host parish responsibilities of the 85<sup>th</sup> Police Jury Association of Louisiana Annual Conference taking place in New Orleans, Louisiana on March 19 - 21, 2009.
- B. Coordinate certain activities, including caterers, musicians, and other entertainment, coordinate spouse program and activities, assemble gift bags for registration, and coordinate all other appropriate services relative thereto.

**Section 2. THE CITY AGREES TO:**

- A. Provide available information as requested.
- B. Provide contract administration through the City Council Chief of Staff.

**ARTICLE II. REPRESENTATIONS AND WARRANTIES**

**Section 1. REPRESENTATIONS AND WARRANTIES OF CITY.**

City represents and warrants that:

- A. City has the legal authority to enter into this Agreement; and
- B. The undersigned Council President has the authority to execute this Agreement on behalf of City.

**Section 2. REPRESENTATIONS AND WARRANTIES OF CONTRACTOR.**

Contractor represents and warrants that:

- A. Contractor has not employed or retained any entity or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement nor has Contractor paid or agreed to pay any entity or person, other than a bona fide employee, any gift, commission, percentage, brokerage or any other such fee for the purpose of assisting Contractor in securing this Agreement. Contractor acknowledges its understanding that any gifts made or fees paid in contravention of this representation and warranty shall be considered bribery pursuant to City Code Section 70-509 and shall subject the offender to criminal penalties in addition to

suspension from participation in City contracting for a period of not less than three years. The execution of this Agreement by Contractor's duly authorized representative shall be deemed a sworn statement by Contractor of its compliance with this representation and warranty, as required by City Code Section 46-51;

- B. Contractor, has the full power and authority to enter into and execute this Agreement and, as such, this Agreement is legally binding upon and enforceable against Contractor in accordance with its terms;
- C. Contractor is not under any obligation to any other party that would be inconsistent with or in conflict with this Agreement or that would prevent, limit or impair in any way its performance of any obligations hereunder;
- D. Contractor has the requisite expertise, qualifications, staff, materials and equipment in place and available to enable it to fully perform the Services and Contractor, along with its employees, as required, and all sub-contractors, if any and as required, possess all necessary permits, licenses, consents, registrations and/or certifications required under federal, state and/or local law to perform the Services;
- E. As of the Effective Date of this Agreement, Contractor has no knowledge of any undisclosed fact that could materially adversely affect its condition (financial or otherwise), business operations or its ability to fulfill its obligations under this Agreement;
- F. Contractor is not in breach of any federal, state or local statute or regulation applicable to Contractor or its operations;
- G. Contractor's work shall be accurate and free from any material errors. Contractor's duties as set forth in this Agreement shall at no time be in any way diminished by reason of any approval by City nor shall Contractor be released from liability by

- reason of such approval by City—it being understood that City, at all times, is ultimately relying upon Contractor’s skill and knowledge in performing the Services;
- H. Contractor is bonded, if required by law, and fully and adequately insured for the injury of its employees and any others incurring loss or injury as a result of the actions of Contractor or its employees or subcontractors in the performance of its obligations under this Agreement; and
  - I. Contractor has read and fully understands the terms, covenants and conditions set forth in this Agreement and is executing the same willingly and voluntarily of its own volition.

**Section 3. RELIANCE ON REPRESENTATIONS, WARRANTIES AND COVENANTS**

All representations, warranties, covenants and agreements made in this Agreement are intended to be material and shall be conclusively deemed to have been relied upon by the receiving party.

**ARTICLE III. COMPENSATION:**

**Section 1. COMPENSATION**

Compensation for all services shall not exceed \$15,000.00. Services are to be billed in two itemized invoices: the first invoice for an amount up to fifty percent of the total based on completion of work for planning prior to the event date; the second invoice in an amount up to fifty percent of the total based on completion of work. City shall not be liable for any costs or expenses paid or incurred by Contractor in the performance of the Services, unless specific exception is provided herein.

**Section 2. TRUTH-IN-NEGOTIATION**

As of the Effective Date of this Agreement, Contractor represents and warrants that the rates charged City as set forth in this Article III for the performance of the Services are no higher than those charged Contractor’s most favored customer for the same or

substantially similar services. In the event Contractor's "most favored customer" rates are reduced during the term of this Agreement, Contractor shall be obligated to promptly notify City of such reduction in writing, and such reduced rates shall apply to any services provided on or after the date that Contractor first reduced such rates. City shall have the right to enforce this provision for up to one (1) year following the termination of this Agreement.

**Section 3. DETAILED INVOICE.**

As a prerequisite to payment, Contractor shall submit to City invoices describing in detail, at a minimum, the services performed and time expended in the performance of such services. Indications of time shall be done in increments of not greater than one-tenth of an hour.

**Section 4. MAXIMUM COMPENSATION, SUBJECT TO APPROPRIATION.**

City's obligation to compensate Contractor hereunder shall not at any time exceed the maximum compensation, in the aggregate, of \$15,000.00. Further, all compensation owed Contractor pursuant to this Agreement is contingent upon the appropriation and allocation of funds by City.

**Section 5. NO PAYMENT FOR SERVICES BEYOND SCOPE OF AGREEMENT.**

Except as may be provided by laws governing emergency procedures, officers and employees of City are not authorized to request Contractor to provide additional services that would result in the performance of services beyond the scope set forth in Article I, unless this Agreement has been amended in accordance with its terms to authorize such additional services and/or expenditures. City shall not be required to reimburse Contractor for any services that are provided by Contractor that are beyond the scope of this Agreement, in the absence of a duly authorized executed amendment hereto.

**Section 6. NO PAYMENTS IN EXCESS OF MAXIMUM COMPENSATION.**

Officers and employees of City are not authorized to offer or promise to Contractor additional funding for the contract in excess of the maximum amount of funding set forth above. Additional funding for services provided under this Agreement, unless this Agreement has been amended in accordance with its terms to authorize such increase and the Department of Finance has certified the availability of such additional funding. Absent the prior duly authorized amendment of this Agreement and the necessary certification of the Department of Finance, City shall not be required to honor—and will not remit to Contractor—any offered or promised additional funding for any of the Services performed pursuant to this Agreement in excess of the maximum amount set forth above.

#### **ARTICLE IV. TERM**

This Agreement shall commence on the Effective Date and shall continue until April 1, 2009. It is understood and acknowledged by Contractor that the Services described above are expected to be completed within this time period.

#### **ARTICLE V. NON-DISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY**

##### **Section 1. CONTRACTOR SHALL NOT DISCRIMINATE.**

In the performance of this Agreement, Contractor agrees not to discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV-status against (A) any employee of or any City employee working with Contractor in any of Contractor's operations within Orleans Parish or (B) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Contractor. Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title

VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

**Section 2. EQUAL EMPLOYMENT OPPORTUNITY.**

Contractor further agrees not to discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV-status against any applicant for employment with Contractor. Further, Contractor agrees to take affirmative action to ensure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to such person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV-status. Such action shall include, without limitation, the following areas: employment, promotion, demotion, transfer or layoff; recruitment or recruitment compensation; and selection for training. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Further, Contractor agrees all solicitations or advertisements for employees placed by or on behalf of Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

**Section 3. SUBCONTRACTS.**

Any and all subcontracts by the Contractor relating to work under this contract shall be approved in advance by motion of the Council. The Council may require information on ownership interests in the subcontractor prior to approval of the subcontractor's retention. Contractor shall incorporate by reference in all subcontracts the provisions of this Article and



shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

## ARTICLE VI. INDEMNIFICATION

### Section 1. DUTY TO INDEMNIFY CITY AGAINST LOSS.

To the fullest extent permitted by law, Contractor shall protect, defend, indemnify and hold harmless City, its agents, elected officials and employees (collectively, the "Indemnified Parties") from and against all claims, actions, liabilities, losses (including, without limitation, economic losses) and costs, arising out of or related to (a) any actual or alleged act or omission in the performance of the Services by Contractor or any subcontractor or (b) any act outside the scope of the Services by Contractor or any subcontractor. By way of illustration—not limitation, Contractor's obligation to indemnify City shall extend to the following, provided that such claims arise out of or relate to the performance of the Services by Contractor: (i) personal injury claims, (ii) property damage or loss claims, (iii) fines or sanctions resulting from violations of any law, statute, ordinance, rule, regulation or intellectual property rights by Contractor, and (iv) liens, claims or actions made by Contractor, any subcontractor or any employees thereof under workers compensation acts, disability benefits acts, other employee benefit acts or any statutory bar.

### Section 2. LIMIT ON DUTY TO INDEMNIFY.

Notwithstanding anything to the contrary herein, Contractor shall not be required to indemnify the Indemnified Parties for any loss that results from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that Contractor or any subcontractor did not contribute to such gross negligence or willful misconduct. . Contractor shall also not be required to indemnify any party to this agreement if the City Council or any agency or subdivision thereof disregards the advice of Contractor.

**Section 3. INDEPENDENT DUTY TO DEFEND.**

Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to, at City's option, (a) defend City from or (b) reimburse City for its costs incurred in the defense of: any claim that actually or potentially falls within this Article V, even if the allegations are or may be groundless, false or fraudulent. This obligation shall remain in full force and effect even if Contractor is ultimately absolved from liability.

**Section 4. EXPENSES.**

All expenses, including, without limitation, reasonable attorney fees, incurred by City in enforcing this Agreement shall be borne by Contractor.

**ARTICLE VII. INDEPENDENT CONTRACTOR STATUS**

**Section 1. INDEPENDENT CONTRACTOR STATUS.**

Contractor shall not be deemed an employee, servant, agent, partner or joint venture of City. Rather, Contractor herein expressly acknowledges and agrees that it is providing services exclusively as an independent contractor to City, as such term is defined in La. Rev. Stat. 23:1021(6). As such, Contractor agrees that it shall not hold itself or any of its employees, subcontractors or agents to be an employee, partner or agent of City. Further, Contractor acknowledges and agrees that, as an independent contractor, neither Contractor nor any of its employees shall be entitled to receive any benefits that employees of City are entitled to receive, including, without limitation, workers' compensation coverage, unemployment compensation coverage, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to City under this Agreement.

**Section 2. NO WITHHOLDING; FORM 1099 REPORTING.**

Contractor understands and agrees that (a) City will not withhold on behalf of Contractor any sums for any federal, state or local income tax, unemployment insurance, social security, or

any other withholding pursuant to any law or requirement of any governmental body, and that City will not make available to Contractor any of the benefits afforded to employees of City; (b) all of such withholdings and benefits, if applicable, are the sole responsibility of Contractor; and (c) Contractor will indemnify and hold City harmless from any and all loss or liability arising with respect to any such withholdings and benefits. The parties agree that if the Internal Revenue Service questions or challenges Contractor's independent contractor status, both Contractor and City shall have the right to participate in any discussion or negotiation with the Internal Revenue Service. Contractor acknowledges that all compensation paid to Contractor pursuant to this Agreement will be reported annually by City to the Internal Revenue Service on Form 1099.

**Section 3. NO CONTROL OF METHOD OF PERFORMING SERVICES.**

City is interested only in the results obtained under this Agreement. With regard to Contractor's performance of the Services, nothing herein shall be construed as giving City control over (a) the manner or method of Contractor's performance or (b) the professional judgment of Contractor with respect to such performance. City waives any rights to direct, instruct or control Contractor as to the manner in which Contractor achieves the general and specific objectives, except that Contractor agrees to perform the Services in a manner designed to minimize delay, duplication of efforts, redundancy and expenses, including, without limitation, Contractor's compensation. In sum, Contractor agrees and shall be obligated to perform the Services in the most expeditious and economical manner consistent with the interests of City.

**ARTICLE VIII. GOVERNING LAW, JURISDICTION AND VENUE**

**Section 1. GOVERNING LAW**

This Agreement shall be construed and enforced in accordance with the laws of the State of Louisiana, excepting its conflict of laws provisions.

**Section 2. EXCLUSIVE JURISDICTION AND VENUE.**

For all claims arising out of or related to this Agreement, Contractor hereby consents and yields to the exclusive jurisdiction and venue of the Civil District Court for the Parish of Orleans and expressly waives any (A) pleas of jurisdiction based upon Contractor's residence and (B) right of removal to federal court based upon diversity of citizenship.

**ARTICLE IX. RETENTION, ACCESS AND OWNERSHIP OF RECORDS**

**Section 1. RETENTION.**

Contractor agrees to keep all such business records related to or arising out of this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession for a period of six (6) years after the termination of this Agreement. All accounting records shall be maintained in accordance with generally accepted principles and practices.

**Section 2. RIGHT TO AUDIT; ACCESS.**

At any time during normal business hours, upon receipt of reasonable notice and as often as City may deem necessary, Contractor shall make all data, records, reports and all other materials relating to this Agreement available to City for examination and copying. In addition, Contractor shall permit City to audit, and shall cooperate fully in any such audit of, all invoices, materials, payrolls, work papers, personnel records and other data necessary to enable City to verify the accuracy of Contractor's invoices for payment for the performance of the Services.

**Section 3. OWNERSHIP.**

All data collected and all products of work prepared, created or modified by Contractor in the performance of its obligations under this Agreement, including, without limitation, any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings or other such material, regardless of form and whether finished or unfinished, (collectively, "Work Product") shall become the exclusive

property of City, and no reproduction of any portions of such Work Product may be made in any form without the express written consent of City. City shall have all right, title and interest in such Work Product, including, without limitation, the right to secure and maintain the copyright, trademark and/or patent of Work Product in the name of City. All such Work Product may be used and distributed for any purpose deemed appropriate by City without the consent of and for no additional consideration owing to Contractor.

## ARTICLE X. TERMINATION

### Section 1. TERMINATION FOR CAUSE.

City and Contractor shall each have the right to terminate this Agreement for cause, effective immediately upon the giving of written notice to the other party of its intent to terminate and the reasons therefore. If the termination for cause is subsequently challenged in a court of law and if the challenging party prevails, the termination for cause shall be deemed to be a termination for convenience and shall be effective thirty (30) days from the date that the original written notice of termination for cause was given to the challenging party and no further notice shall be required.

### Section 2. TERMINATION FOR CONVENIENCE.

City and Contractor shall each have the right to terminate this Agreement without cause by giving the other party written notice of its intent to terminate at least thirty (30) days prior to the date of termination. In the event City elects to terminate for convenience, City shall be obligated to pay Contractor only for those Services performed up to and through the date of termination.

### Section 3. SURVIVAL OF CERTAIN PROVISIONS.

All representations and warranties and all responsibilities regarding record retention, access and ownership, cooperation with City Inspector General investigations,

indemnification and payment for services rendered shall survive the termination of this Agreement and continue in full force and effect.

#### ARTICLE XI. INSURANCE

During the term of this Agreement, Contractor shall, at all times, maintain (a) adequate worker's compensation and unemployment insurance coverage for its employees in accordance with state law and (b) comprehensive general liability insurance in amounts not less than \$1,000,000 per occurrence.

#### ARTICLE XII. NOTICE

##### Section 1.

Any notice, demand, communication or request required or permitted hereunder shall be in writing and delivered in person or by certified mail, return receipt requested as follows:

If to City        Ronald J. Pursell, City Council Chief of Staff  
                      New Orleans City Council  
                      City Hall, 1300 Perdido St., Room 1E06  
                      New Orleans, Louisiana 70112

and                Penya M. Moses-Fields, City Attorney  
                      City of New Orleans  
                      1300 Perdido St., Room 5E03  
                      New Orleans, LA 70112

If to Contractor:

                      IN THE EVENT, Inc. (ITE GROUP)  
                      4421 S. Derbigny Street  
                      New Orleans, LA 70125

**Section 2.**

Notices shall be effective when received by each of the above-referenced individuals at the addresses specified above. Each party shall be responsible for notifying the other in writing of any changes in the respective addresses set forth above.

**Section 3.**

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of City and Contractor.

**ARTICLE XIII. GENERAL PROVISIONS**

**Section 1. NO ASSIGNMENT WITHOUT CONSENT.**

This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other party. Subcontractors must be approved by Motion of the City Council.

**Section 2. CONFLICT OF INTEREST.**

- A. Contractor agrees to decline any offer of work, whether as an independent contractor or employee, if such work would (a) affect Contractor's independent professional judgment with respect to its performance of the Services or (b) in any way interfere with Contractor's ability to discharge any of its obligations under this Agreement. The initial determination of whether any offer of work would present such a conflict of interest shall rest with Contractor. However, Contractor shall be obligated to notify the Council Chief of Staff and provide full disclosure as to any possible adverse effects of such work as it relates to Contractor's independent professional judgment or the discharge of any of its obligations under this Agreement. Final decision as to whether any such work proposes a prohibited conflict of interest shall rest with the Council of the City of New Orleans. Such decision by the Council as to whether any such work constitutes a prohibited

conflict of interest should be made only after the Council seeks advice from the City Attorney. The City Attorney may provide any advice to the Council that he/she deems appropriate.

B. Determination of a conflict of interest shall be made in accordance with the following process:

- The Council Chief of Staff shall immediately notify (either electronically or in writing) each Councilmember of any notice received pursuant to this section or in the event knowledge of a potential conflict of interest is acquired independently.
- If any Councilmember objects to the Contractor's proposed undertaking, he or she must notify the Chief of Staff (either electronically or in writing) within seven working days of the receipt of notice from the Chief of Staff of such objection. The Chief of Staff shall prepare a motion for the Councilmember(s) objecting calling for the approval or disapproval of the proposed undertaking by a majority of all members of the Council at the next regular or special meeting of the Council.

**Section 3. 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.

**Section 4. NON-WAIVER.**

The failure of either party to insist upon strict compliance with any provision of this Agreement to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect, nor constitute a waiver of, any party's right to insist upon such compliance, exercise such right or seek such remedy with



respect to that default or breach or any prior, contemporaneous or subsequent default or breach.

**Section 5. SEVERABILITY.**

The parties hereto intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction find any provision to be unenforceable as written, the parties intend and desire that the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If, however, the court should find such provision to be illegal and not subject to reformation, such provision shall be fully severable. In such event, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision was never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.

**Section 6. EXHIBITS.**

The following Exhibits shall be and hereby are incorporated into this Agreement as if fully rewritten herein:

- Exhibit A      Credentials—Résumés, Licenses or Certifications;
- Exhibit B      IRS Form W-9.
- Exhibit C      Corporate Resolution – Authorization to Sign

**Section 7. RULES OF CONSTRUCTION.**

The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Whenever herein the singular number is used, the same shall include the plural, where appropriate and neutral words and words of any gender shall include the neutral and other gender, where appropriate. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved in favor of or against City or Contractor on the basis of which party drafted the uncertain or ambiguous language. On the contrary, this Agreement has

been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

**Section 8. AMENDMENT.**

No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

**Section 9. NO THIRD PARTY BENEFICIARIES.**

This Agreement is entered into for the exclusive benefit of the parties, and the parties expressly disclaim any intent to benefit anyone not a party hereto.

**Section 10. TIME IS OF THE ESSENCE.**

City and Contractor each acknowledges and agrees that time is of the essence in the performance of this Agreement.

**Section 11. NON EXCLUSIVE.**

This Agreement shall be non-exclusive. Accordingly, Contractor shall be free to provide services to other clients, and City shall be free to engage the services of other contractors for the provision of some or all of the Services set forth in this Agreement.

**Section 12. PROHIBITION AGAINST FINANCIAL INTEREST IN AGREEMENT.**

No elected official or employee of City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this Section, a financial interest held by the spouse, child or parent of any elected official or employee of City shall be deemed to be a financial interest of such elected official or employee of City. Any willful violation of this provision, with the expressed or implied knowledge of Contractor, shall render this Agreement voidable by City and shall entitle City to recover, in addition to any other rights and remedies available to City, all monies paid by City to Contractor pursuant to this Agreement without regard to Contractor's satisfactory performance of such Services.

**Section 13. REMEDIES CUMULATIVE.**

No remedy set forth in this Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

**Section 14. COMPLETE AGREEMENT.**

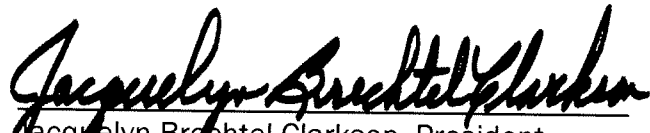
Contractor, IN THE EVENT, Inc. (ITE GROUP), specifically acknowledges that in entering into and accepting this Agreement (comprised of 18 pages), Contractor relies solely upon the representations and agreements contained in this Agreement and no others. This Agreement supercedes and replaces any and all prior agreements, negotiations and discussions between the parties hereto with regard to the terms, obligations and conditions herein.

IN WITNESS THEREOF

CITY OF NEW ORLEANS

ATTEST

\_\_\_\_\_

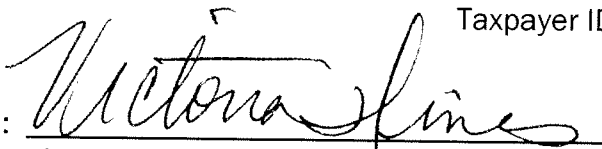
  
Jacquelyn Brechtel Clarkson, President  
City Council

ATTEST

\_\_\_\_\_

  
Michelle Rousseau, President  
In The Event, Inc. (ITE Group)  
4421 S. Derbigny Street  
New Orleans, LA 70125  
Taxpayer ID: 72-1361745

Approved:

  
Law Department