

K14-460

**AGREEMENT FOR PROFESSIONAL SERVICES**

**BETWEEN**

**THE COUNCIL OF THE CITY OF NEW ORLEANS**

**AND**

**NEW ORLEANS CONVENTION COMPANY, INC.**

THIS AGREEMENT made this 25th day of April, 2014, by and between the Council of the City of New Orleans, herein represented by Stacy S. Head, Council President (hereinafter referred to as "the City"), and New Orleans Convention Company, Inc. (hereinafter referred to as "Contractor").

**RECITALS**

**WHEREAS**, the City Council desires to engage Contractor for the performance of certain professional services as described in Attachment "A" to this Agreement; and

**WHEREAS**, New Orleans Convention Company, Inc., a Corporation, organized under the laws of the state of Louisiana, and located at 501 Basin Street, Suite A, New Orleans, La. 70112, whose Taxpayer ID Number is 12-1116805, is qualified and desires to perform such services on behalf of the Council; and

**WHEREAS**, on April 24, 2014 the City Council adopted Motion M-14-154 authorizing the Council President to sign a professional services contract with New Orleans Convention Company, Inc. to provide the aforementioned services to the Council;

**NOW THEREFORE**, the City Council of New Orleans and New Orleans Convention Company, Inc., for the consideration and under the terms set forth herein, do agree as follows:

**I. SCOPE OF SERVICES**

**A. Services to be performed by Contractors.** Contractor shall perform each of the

services as set forth in Attachment "A" attached hereto and made a part hereof (collectively, the "Services").

**B. Standard of Care.** Contractor hereby represents and warrants that it has the requisite skills and expertise necessary to perform the Services. Accordingly, Contractor shall be obligated to perform such services with the same degree of care, skill and diligence as would be ordinarily exercised by a competent practitioner of the same profession in which Contractor is engaged in providing similar services in major United States metropolitan areas under the same or similar circumstances. Contractor acknowledges and agrees that, at Council's option, Contractor shall be obligated to re-perform, at no additional cost to Council, any or all of the Services that fail to satisfy the foregoing standard of care.

**C. Services to be performed by the Council.** Council shall perform each of the following services:

1. Provide administration of the Agreement through Council staff; and
2. Provide access to all personnel and records deemed necessary for the performance of the services by the Contractor.

## **II. COMPENSATION:**

**A. Maximum Compensation.** Maximum compensation shall not exceed \$15,000.00, including expenses.

**B. Truth in Negotiation.** As of the Effective Date of this Agreement, Contractor represents and warrants that the fee charged Council for the performance of the Services is reasonable and was negotiated at arm's length.

**C. Detailed Final Invoice.** As a prerequisite to payment, Contractor shall submit to Council, a final invoice describing in detail, at a minimum, the services performed and time expended in the performance of such services.

**D. No Payment for Services Beyond Scope of Agreement.** Except as may be provided by laws governing emergency procedures, officers and employees of Council are not authorized to request Contractors 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 the terms of this

Agreement to authorize such additional services and/or expenditures. Council shall not be required to reimburse Contractors for any services that are provided by Contractors that are beyond the scope of this Agreement, in the absence of a duly authorized executed amendment hereto.

**E. No Payments in Excess of Maximum Compensation.** Officers and employees of Council are not authorized to offer or promise to Contractors 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 the terms of this Agreement to authorize such increase, and the Department of Finance has certified the availability of such additional funding, is not authorized. Absent the prior duly authorized amendment of this Agreement and the necessary certification of the Department of Finance, Council shall not be required to honor—and will not remit to Contractors—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.

### **III. REPRESENTATIONS AND WARRANTIES**

**A. Representations and Warranties of Council.** Council represents and warrants that:

1. Council has the legal authority to enter into this Agreement; and
2. The undersigned President of the Council has the authority to execute this Agreement on behalf of the Council.

**B. Representations and Warranties of Contractors.** Contractors represent and warrant that:

1. Contractors have not employed or retained any entity or person, other than a bona fide employee working solely for Contractors, to solicit or secure this Agreement nor have Contractors 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 Contractors in securing

this Agreement. Contractors acknowledge their understanding that any gifts made or fees paid in contravention of this representation and warranty shall be considered bribery pursuant to Council Code Section 70-509 and shall subject the offender to criminal penalties in addition to suspension from participation in Council contracting for a period of not less than three years. The execution of this Agreement by Contractors' duly authorized representatives shall be deemed a sworn statement by Contractors of their compliance with this representation and warranty, as required by City Code Section 46-51;

2. Contractor, through its duly authorized representative, 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;
3. 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 their performance of any obligations hereunder;
4. Contractor has the requisite expertise, qualifications, staff, materials and equipment in place and available to enable them 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;
5. 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 their ability to fulfill their obligations under this Agreement;
6. Contractor is not in breach of any federal, state or local statute or regulation applicable to Contractor or its operations;
7. 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 Council nor shall Contractor be released from liability by reason of such approval by Council, it being

understood that Council, at all times, is ultimately relying upon Contractor's skill and knowledge in performing the Services;

8. Contractor is bonded, if required by law, and fully and adequately insured for the injury of their 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
9. 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.

**C. 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.

#### **IV. FURTHER PROVISIONS:**

The City and the Contractor bind themselves under the Additional Terms and Conditions attached hereto as Attachment "B."

#### **V. DURATION OF AGREEMENT:**

- A. Initial Term.** This Agreement shall commence on April 25, 2014, and shall end no later than July 20, 2014. It is understood and acknowledged by Contractors that the Services described above are expected to be completed within this time period.
- B.** The terms, conditions and/or duration of this contract may be modified by an executed, written amendment to this contract.
- C. Extension.** This agreement may be extended at the option of the City, provided that funds are allocated by the Council of the City of New Orleans and the extension of the agreement facilitates the continuity of the services provided herein.

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

**IN WITNESS THEREOF:**

**CITY OF NEW ORLEANS**

Kasey Webb

Bruce Bell

Marie Rosenthal

Lillian Hays Teale

Stacy S. Head  
Stacy S. Head, President

Council of the City of New Orleans

New Orleans Convention Company, Inc.

Dottie Belleto

By: Dottie Belleto, CEO/President  
New Orleans Convention Company, Inc.

501 Basin Street, Suite A  
New Orleans, La. 70112

(504) 888-7608

(504) 455-7103 (FAX)

Taxpayer I.D. Number: 727-1116805

**FORM AND LEGALITY APPROVED:**

Julie P. Maye  
Law Department City of New Orleans

## ATTACHMENT "A"

### SCOPE OF SERVICES

Contractor agrees to provide the following services relative to the 2014 NACo annual conference and exposition:

1. Provide a plan to the City Council Chief of Staff for a conference celebration event for up to 2500 people.
2. Coordinate the stage production activity, including talent, equipment, services, and decorations.
3. Coordinate with the Parishes of Orleans, Jefferson, Plaquemines, St. Bernard, St. Tammany, and St. Charles, and other participating parishes for food and beverage presentations, décor and on-site display materials.
4. Coordinate with the Mercedes Benz Superdome for the staging of a special event Mardi Gras-type parade during the opening reception.
5. Coordinate with the parishes to participate in the parade.
6. Coordinate with the Mercedes Benz Superdome and/or its contractors relative to security, lighting, equipment, food and beverage service, and personnel.
7. Arrange for shuttle transportation for the attendees to the Mercedes Benz Superdome.
8. Manage volunteers.
9. Create manage and deliver all creative deliverables including signage, program and floor layouts.
10. Coordinate and assist with the planning and execution of the NACo Board reception.
11. Coordinate and assist with the City of New Orleans for the VIP Reception at the Mercedes Benz Superdome.

**ATTACHMENT "B"**

**PROFESSIONAL SERVICES AGREEMENT**

BETWEEN  
THE CITY OF NEW ORLEANS ("City")  
AND  
NEW ORLEANS CONVENTION COMPANY, INC. ("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.

12. CONVICTED FELON:

The Contractor swears that it complies with Section 2-8 (c) of the Code of the City of New Orleans. No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

**MOTION**

**M-14-154**

CITY HALL: April 24, 2014

BY: COUNCILMEMBERS CLARKSON, HEAD, GUIDRY, CANTRELL, GISLESON  
PALMER, HEDGE-MORRELL AND GRAY

**WHEREAS**, the National Association of Counties will hold its 79th annual conference and exposition July 11 through July 14, 2014 in the City of New Orleans; and

**WHEREAS**, the 2014 NACo Host Committee desires an independent consultant to be responsible for coordination of participation by all sixty-four Louisiana parishes and to appropriately stage the opening reception for approximately thirty-five hundred, to be held in the Louisiana Superdome on Monday, July 14, 2014; and

**WHEREAS**, New Orleans Convention Company, Inc. is fully qualified and experienced to provide such services and expert advice on event planning for a cost not to exceed \$15,000; 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 New Orleans Convention Company, Inc. to perform the following relative to the 2014 NACo annual conference and exposition: 1) provide a plan to the City Council Chief of Staff for an conference celebration event for up to 2500 people; 2) to coordinate the stage production activity, including talent, equipment, services, and decorations; 3) coordinate with the Parishes of Orleans, Jefferson, Plaquemines, St. Bernard, St. Tammany, and St. Charles, and other participating parishes for food and beverage presentations, décor and on-site display materials; 4) coordinate with the Mercedes Benz Superdome for the staging of a special event Mardi Gras-type parade during the opening reception; 5) coordinate with the parishes to participate in the parade; 6) coordinate with the Mercedes Benz Superdome and/or its contractors relative to security, lighting, equipment, food and beverage service, and personnel; 7) arrange for shuttle transportation for the attendees to the Mercedes Benz Superdome; 8) manage volunteers; 9)

create, manage and deliver all creative deliverables including signage, program and floor layouts;  
10) coordinate and assist with the planning and execution of the NACo Board Reception; 11)  
coordinate and assist with the City of New Orleans for the VIP Reception at the Mercedes Benz  
Superdome.

**BE IT FURTHER MOVED BY THE COUNCIL OF THE CITY OF NEW  
ORLEANS,** That contract amendment (s) shall be circulated in accordance with normal process  
and the City Council Rules.

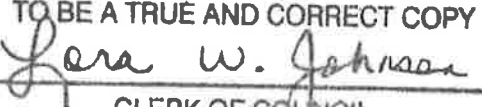
**THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED  
ON THE ADOPTION THEREOF AND RESULTED AS FOLLOWS:**

**YEAS: Cantrell, Clarkson, Gisleson Palmer, Gray, Guidry, Hedge-Morrell - 6**

**NAYS: 0**

**ABSENT: Head - 1.**

**AND THE MOTION WAS ADOPTED.**

THE FOREGOING IS CERTIFIED  
TO BE A TRUE AND CORRECT COPY  
  
CLERK OF COUNCIL

# CITY OF NEW ORLEANS TAX CLEARANCE AUTHORIZATION

According to Section 2-8 of the Code of the City of New Orleans, Louisiana 1995, the City may not enter into or make payments under a contract, grant or cooperative endeavor agreement with any person, corporation, or entity delinquent in City taxes. This form supplies the needed tax clearance. This clearance is issued without prejudice to any tax liabilities discovered by audit.

**Please refer to the instructions on the back of this form**

BUSINESS NAME:

New Orleans Convention Company

OWNER'S NAME:

Dottie Belletto

TYPE OF BUSINESS:

Corporation

BUSINESS ADDRESS:

76576 Ed Talley Rd., Bush, LA 70431

MAILING ADDRESS:

501 Basin St., Suite A, New Orleans, LA 70112

CONTACT TELEPHONE:

504-888-7608

FAX NUMBER:

504-455-7608

E-MAIL ADDRESS:

dbelletto@nocci.com

REAL ESTATE TAX NUMBER:

None

PERSONAL PROPERTY TAX NUMBER:

None

Tax ID: 72-1116805

SALES TAX/OCCUPATIONAL LICENSE NUMBER:

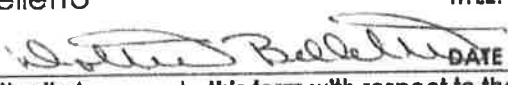
102693973

ABD

PRINT NAME: Dottie Belletto

TITLE: President/ CEO

AUTHORIZED SIGNATURE:



DATE SIGNED:

1/16/14

I certify that I have the authority to execute this form with respect to the tax matters covered and that the above is true and correct. The City of New Orleans is authorized to inspect and/or receive confidential tax information.

**BUREAU OF REVENUE (Room 1W15)**

This clearance covers Occupational License and Sales/Use taxes.

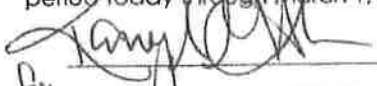
I hereby assert that after review of the taxpayer's records of this date that the taxpayer **IS NOT** delinquent in any taxes owed to the city. This clearance covers the period today through March 1, 2015. The above clearance may be revoked for failure to pay sales tax.

  
 For COLLECTOR OF REVENUE DATE 5/6/2014

**BUREAU OF TREASURY (Room 1W37)**

This clearance covers Ad Valorem taxes for Real Estate and Business Property taxes.

I hereby assert that after review of the taxpayer's records of this date that the taxpayer **IS NOT** delinquent in any taxes owed to the city. This clearance covers the period today through March 1, 2015.

  
 For TREASURY CHIEF DATE 5/6/14

I attest that the taxpayer named above is not delinquent in any taxes owed to the city.

  
 DIRECTOR OF FINANCE DATE 5/6/14