

**ORDINANCE**  
**CITY OF NEW ORLEANS**

**CITY HALL: December 6, 2018**

**CALENDAR NO. 32,504**

**NO. \_\_\_\_\_ MAYOR COUNCIL SERIES**

**BY: COUNCILMEMBER  WILLIAMS (BY REQUEST)**

**AN ORDINANCE** to authorize the Mayor of the City of New Orleans to enter into an amendment to an existing Cooperative Endeavor Agreement (CEA) between the City of New Orleans (the “City”) and Orleans Parish Communications District (the “OPCD”) relative to the provision of consolidated call-taking services, to update and make technical changes to the CEA as well as to clarify that OPCD is responsible for providing services to emergency, non-emergency, and 3-1-1 calls, as more fully set forth in the Cooperative Endeavor Agreement form attached hereto and made a part hereof; and otherwise to provide with respect thereto.

**WHEREAS**, pursuant to the authority contained in Article 7, Section 14(C) of the Louisiana Constitution of 1974, and statutory authority supplemental thereto, the State of Louisiana and its political subdivisions, including the City, may enter into cooperative endeavors with each other, or with any public or private corporation or individual; and further pursuant to section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with any public or private association, corporation or individual for activities in support of economic growth and other public purposes; and

**WHEREAS**, in 2016 the City and OPCD entered into a CEA to consolidate 9-1-1 call taking services under the management and responsibility of OPCD; and

**WHEREAS**, the City and OPCD now wish to renew, extend, and expand this partnership

to enable OPCD to assume responsibility for 3-1-1 call taking services; and

**WHEREAS**, the City and OPCD desire to enter into this Agreement to provide for the implementation of the foregoing and to set forth certain other matters in connection therewith;

**NOW, THEREFORE**

1        **SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY**  
2        **ORDAINS**, That the Mayor of the City of New Orleans is hereby authorized to enter into an  
3        amendment to an existing Cooperative Endeavor Agreement between the City of New Orleans  
4        and the Orleans Parish Communications District relative to the consolidation of call-taking  
5        services, to require OPCD to answer all 9-1-1, non-emergency, and 3-1-1 calls.

1        **SECTION 2.** That said Amendment to Cooperative Endeavor Agreement is attached  
2        hereto as "Exhibit 1" and made a part hereof.

**ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS** \_\_\_\_\_

\_\_\_\_\_  
**PRESIDENT OF THE COUNCIL**

**DELIVERED TO THE MAYOR ON** \_\_\_\_\_

**APPROVED:**

**DISAPPROVED:** \_\_\_\_\_

\_\_\_\_\_  
**MAYOR**

**RETURNED BY THE MAYOR ON** \_\_\_\_\_ **AT** \_\_\_\_\_

\_\_\_\_\_  
**CLERK OF COUNCIL**

**ROLL CALL VOTE:**

**YEAS:**

**NAYS:**

**ABSENT:**

**RECUSED:**

# **COOPERATIVE ENDEAVOR AGREEMENT**

## **BETWEEN**

### **CITY OF NEW ORLEANS**

## **AND**

### **ORLEANS PARISH COMMUNICATION DISTRICT**

### **CONSOLIDATION OF THE 9-1-1 CALL CENTER**

**THIS COOPERATIVE ENDEAVOR AGREEMENT** (the “**Agreement**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and the Orleans Parish Communication District, represented by Michael G. Tidwell, Chairman of the Board (“**OPCD**”). The City and OPCD may sometimes be collectively referred to as the “**Parties**.” The Agreement is effective as of the date of execution by the City (the “**Effective Date**”).

## **RECITALS**

**WHEREAS**, pursuant to Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, and Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with the State of Louisiana, its political subdivisions and corporations, the United States and its agencies, and any public or private corporation, association, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the 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;

**WHEREAS**, the City and OPCD are political subdivisions of the State of Louisiana;

**WHEREAS**, the City and OPCD previously had a Cooperative Endeavor Agreement (“**CEA**”) in place that allowed the City to provide pension and health benefits to OPCD employees, while the OPCD provided funding support for call takers, administrative and maintenance support for the 9-1-1 system, building, and personnel;

**WHEREAS**, the City currently provides pension and health benefits to employees of separate political subdivisions as authorized by City Ordinance;

**WHEREAS**, the OPCD is the 9-1-1 administrator for Orleans Parish;

**WHEREAS**, the OPCD is empowered by Act 155 of the 1982 Regular Session of the Louisiana Legislature, as amended by Act 897 of the 1990 Regular Session and Act 726 of the 1995 Regular Session, to establish and maintain the 9-1-1 emergency telephone number for Orleans Parish and to provide for communication enhancements for law enforcement and public safety agencies to decrease call answer times and improve effectiveness;

**WHEREAS**, the OPCD and the City have been seeking to improve the operations of the

9-1-1 call center;

**WHEREAS**, in 2011, the OPCD contracted with L.R. Kimball and Associates, Inc. to provide an assessment report on current operations and approved a concept charter document for a consolidated 9-1-1 operation;

**WHEREAS**, the concept of consolidation is defined as the physical and organizational placement of all emergency communications functions into one facility as one organization supporting NOPD, NOFD, NOEMS, and New Orleans Homeland Security and Emergency Preparedness (“**NOHSEP**”) using common systems;

**WHEREAS**, consolidation is a method by which 9-1-1 call taking and dispatching services can be improved by reducing the number of transferred and abandoned calls, streamlining automated systems and processes, and implementing formal training and quality assurance programs that will improve the professionalism and skills of operations staff;

**WHEREAS**, it is in the interest of the citizenry that the City and the OPCD engage in cooperative endeavors to provide more efficient means for the citizenry to communicate their need for emergency services;

**WHEREAS**, on January 12, 2016, the Louisiana Attorney General opined that the City and the OPCD can enter into a CEA to consolidate operations under the OPCD;

**WHEREAS**, on April 13, 2016, the City and the OPCD, entered into a CEA to consolidate all 9-1-1 operational personnel under the OPCD;

**WHEREAS**, the OPCD and the City now desire to accomplish a valuable public purpose of improving the management, quality, speed, priority, standardization and consistency by which 9-1-1 calls are processed, non-emergency calls are handled, and the overall organizational structure of OPCD is maintained; and

**WHEREAS**, the Parties can fulfill that goal through entering into this CEA for the consolidation of public safety call taking and dispatching services.

**NOW THEREFORE**, the City and the OPCD (sometimes collectively referred to as the “**Parties**”), each having the authority to do so, and under the conditions set forth, do agree as follows:

### **DEFINITIONS**

For this document, current and future OPCD employees that are not funded directly by the City will be identified as OPCD Administrative, Facility and Technology (“**AFT**”).

All current and future OPCD employees funded directly by the City will be identified as OPCD Operations (“**OPS**”). This includes personnel who are supported with OPCD funding in accordance with Article III, Section 1 of this Agreement.

## **ARTICLE I - OBLIGATIONS OF THE PARTIES**

**Section 1. The City’s Obligations.** The City shall perform the following:

- a. Administer this Agreement through the Chief Administrative Officer (“**CAO**”);
- b. Provide an annual appropriation to the OPCD for OPCD OPS personnel and other

operating costs pursuant to Article III, Section 2 of this Agreement;

c. Afford full time employees of the OPCD the option to participate in the City's medical plan with coverage equal to those afforded to employees of the City. For those employees who participate, the employee shall pay through payroll deduction the employee portion. The City shall provide funding for the employer portion of such coverage as calculated annually by the City for OPCD OPS employees. The OPCD shall pay the employer portion of such coverage as calculated annually by the City for OPCD AFT employees;

d. Afford full time employees of the OPCD the option to participate in the NOMERS with coverage equal to those afforded to employees of the City. For those employees who participate, the employee shall pay through payroll deduction the employee portion. The City shall provide funding for the employer portion of such coverage as calculated annually by the City for OPCD OPS employees. The OPCD shall pay the employer portion of such coverage for OPCD AFT employees as calculated annually by the City;

e. Afford full time employees of the OPCD other opportunities such as special access to programs and private sector benefits as are afforded employees of the City and public safety employees of the City within NOPD, NOFD, and NOEMS, including access to the City's Employee Assistance Program;

f. Provide the OPCD with access to City fueling stations through its Equipment Maintenance Division Fuel Program;

g. Provide the OPCD with access to computer programs and software applications for which the City has purchased enterprise-wide licenses provided said agreements entered into by the City allow it;

h. Continue to maintain the P-25 Compliant Radio system in order to maintain necessary communications between the 9-1-1 center and agencies in the field relying on that radio communications system;

i. Provide unfiltered and unrestricted internet access with a minimum of 6 public v4 IP addresses to OPCD AFT;

j. Provide the services of a Medical Director in accordance with Article IV, Section 2 of this Agreement; and

k. Provide OPCD an interface to the City intranet for CAD/City service required interconnectivity, included but not limited to MDTs, Record Management Systems, etc.

**Section 2. The OPCD's Obligations.** The OPCD shall:

a. Adopt, maintain, and implement appropriate protocols for operators to become cross-trained to take all types of emergency calls, and to be able to dispatch the same;

b. Maintain a formal hiring, eligibility, and disciplinary program which shall afford OPCD OPS employees the opportunity for a full and fair hearing and right to appeal for disciplinary actions. This program shall be administered by the OPCD Human Resources Manager, and provide for a process to appeal disciplinary actions from the first line supervisor to the Executive Director, and finally to a personnel subcommittee made up of OPCD Board Commissioners;

c. Adopt and maintain training and quality assurance programs to improve the overall service and the professionalism, skills, and abilities of the call taking and dispatch staff.

These programs shall be developed and administered by the OPCD Training & Compliance Manager;

- d. Purchase, implement, and maintain dispatching software for EPD and EFD protocols to supplement EMD protocols currently in use by NOEMS, and contract with the appropriate vendor for future employee training and certification on such software as required;
- e. Improve interoperability, situational awareness, and coordinated response and recovery through a unified communications operation supported by common policies, procedures, protocols, and technology;
- f. Develop and implement standard operating procedures that are derived from the current policies and procedures of NOPD, NOFD, NOEMS, and NOHSEP, and introduce new policies and procedures, that reflect best practices and compliance with National Emergency Number Association (“NENA”) and other applicable standards;
- g. Develop an administrative and organizational structure that ensures consolidated operations maintain and improve upon the current operational performance of 9-1-1 services for the City;
- h. Hire a Director of 9-1-1 Operations who shall report to the Executive Director;
- i. Contract for services and equipment with local telephone exchange carrier(s) and other vendors to provide 9-1-1 telephone service to the citizens of the City;
- j. Interface with and assist providers of local exchange telephone and wireless telephone service to ensure standardized performance capabilities and service to their subscribers for access to 9-1-1;
- k. Purchase, implement and maintain hardware, software, and systems required for the provision of E911 service throughout Orleans Parish, specifically including 911 Customer Premise Equipment (CPE), Telephony Logging Systems, Computer Assisted Dispatch (CAD) as well as the interfaces necessary for the CAD system to receive Automatic Resource Location (ARL) and/or Automatic Vehicular Location (AVL) from City systems, to connect to NOPD MDT systems, and to provide requested CAD data for City functions included the CAD Mobile client for all public safety agencies;
- l. Work with the City and other agencies to develop projects to help fulfill the missions of the City, the OPCD, NOPD, NOFD, NOEMS, to provide 9-1-1, non-emergency, and 3-1-1 services to the citizens of Orleans Parish;
- m. Provide support and engineering services to maintain and improve the 9-1-1 call center, and as appropriate pay for maintenance agreements on hardware or software used exclusively by the 9-1-1 call center or the OPCD;
- n. Provide OPCD OPS and public safety personnel with professional training and support to 9-1-1 related community education programs;
- o. At the discretion of the Executive Director, provide opportunities for OPCD personnel and public safety personnel to attend regional and national public safety conferences;
- p. Provide and maintain the physical facility known as the Warren E McDaniel 9-1-1 center for E9-1-1 services; and
- q. Maintain a current and accurate data collection and reporting system to the OPCD

Board of Commissioners as requested by the Board.

## **ARTICLE II – PERFORMANCE MEASURES**

**Section 1. In General.** The Parties agree to comply with all of reporting requirements to determine the efficacy of the consolidation.

**Section 2. The Executive Director's Role.** The Executive Director will recommend performance metrics and policies and procedures by which consolidated operations can be evaluated to determine that 9-1-1 industry standards established by the NENA are being met or ideally, exceeded, best practices are being followed, and policies and procedures established by NOPD, NOFD, and NOEMS for 9-1-1 operational performance are being maintained. The Executive Director should recommend procedures and protocols that would bring and maintain answering times into compliance, review policies suggested by City Department liaisons, assess inter- and intra-operability, and develop and submit to OPCD Board of Commissioners the policies that ensure that OPCD complies with best practices and standards of national ratings.

**Section 3. Reporting Obligations for the OPCD.** The OPCD agrees to maintain a current and accurate data collection system to, at a minimum, report quarterly to the OPCD Board of Commissioners those performance standards recommended by the Executive Director and adopted by the OPCD Board of Commissioners. In addition, data collection efforts for the benefit of improving performance that are required by NOPD, NOFD, and NOEMS pursuant to these agencies' written policies and procedures and recommended by the Executive Director shall also be a reporting obligation of the OPCD to the City.

**Section 4. Reporting Obligations for the City.** The City agrees to maintain a current and accurate data collection system to, at a minimum, report quarterly to the OPCD Board of Commissioners those performance standards recommended by the Executive Director and adopted by the OPCD Board of Commissioners. In addition, the City will provide a process to accept data provided by the OPCD for the benefit of improving performance of NOPD, NOFD, and NOEMS operations pursuant to these agencies' written policies procedures.

## **ARTICLE III – FUNDING UNDER CONSOLIDATION**

**Section 1. Funding provided by OPCD for Costs of 9-1-1 Operations.** In accordance with the other provisions of this Agreement, each fiscal year, the OPCD will provide self-generated funding for the purpose of supporting consolidated 9-1-1 operations. OPCD's contribution to consolidated operations shall be authorized in the annual budget approved by the OPCD Board.

**Section 2. Funding provided by City for Costs of 9-1-1 Operations.** In accordance with the other provisions of this Agreement, each fiscal year, the City will provide the OPCD with an annual appropriation for key operational costs, including but not limited to salaries, overtime, holiday pay, NOMERS employer pension contribution, employer medical plan contribution, workers compensation, unemployment insurance, life insurance, uniform allowance, sick leave, annual leave, and terminal leave for operations personnel. Funding for 911 operations shall be subject to approval by the City Council through the regular budgeting process. The annual appropriation may also include an allocation for other operating costs required to support OPCD OPS. The Executive Director shall be responsible for continually coordinating with the CAO and these City departments to ensure that the annual appropriation provided is sufficient to continue this Agreement.

## **ARTICLE IV – OPERATION AND LOCATION OF THE 9-1-1 CALL CENTER**

**Section 1. Medical Director Designated by City.** The City shall provide the services of a Medical Director who is Board Certified in Emergency Medicine. The physician medical director shall perform the following tasks:

1. Serve as a consultant and advisor to the OPCD Executive Director and Director of 9-1-1 Operations on medical issues related to medical services and medical priority dispatch performed by OPCD, including compliance with policies, standards, and protocols issued by NOEMS, NOFD, and NOPD governing the provision of emergency medical dispatch;
2. Advise on Quality Improvement and Risk Management activities relating to medical services and Medical Priority Dispatch performed by OPCD;
3. Provide medical control and accountability within OPCD;
4. Provide consultation for the OPCD medical education and training programs;
5. Assist in the development and oversight of emergency medical triage and dispatch programs for OPCD telecommunicators;
6. Review and consult on OPCD Medical Dispatch policies and procedures to ensure compliance with all applicable local, State, and Federal regulations for Priority Dispatch and Medical Resource Deployment;
7. Consult during the planning and design of all Medical Priority or EMS Resource Deployment training programs, including the curriculum, communications floor internships, and program evaluation;
8. Collaborate with OPCD Operations and Administrative Managers to ensure that occupational safety and health and accident prevention strategies are fully incorporated into the communications district;
9. Assist in the development of programs that integrate OPCD into community safety and emergency medical education/awareness programs; and
10. Serve as the liaison for OPCD to New Orleans' professional medical community.

**Section 2. Liaison Officers from City Departments.** NOPD, NOFD, and NOEMS will each provide a liaison officer of supervisory rank who will work in coordination with the Director of OPCD OPS to represent the interests of their respective departments and ensure that policies and procedures established by OPCD, with input from the City departments, for call taking, dispatching, and data collection, are being adhered to by OPCD OPS personnel and supervisory staff. The Liaison Officers will not have any operational/disciplinary control of OPCD personnel, regardless if they were previously under his/her supervision prior to consolidation. Liaison Officers will be provided access to telephony and radio loggers to aid in their review of calls for service. The Liaison Officers understand that they may not distribute any data from OPCD systems without express written consent of the Executive Director or Director of Operations. Liaison Officers may also come across confidential and legally protected information which may not be disclosed to unauthorized parties.

**Section 4. Maintenance of the 9-1-1 Communications Center.** The OPCD shall maintain facilities for the purpose of housing the call taking and dispatching equipment, personnel, and function of the 9-1-1 emergency communication system. The OPCD shall coordinate with NOPD, NOFD, and NOEMS Liaison Offices (as outlined in Section 2 above) in the design and



establishment of these facilities to ensure that consolidation operations can be facilitated. Such facilities, including the physical plan and all equipment, shall be provided, managed, and maintained by and at the expense of the OPCD. The facilities shall house the call taking and dispatching personnel, their supervisory personnel, and OPCD's administrative, engineering, and training staff.

**Section 5. Declared Emergency. Alternate Facility for 9-1-1 Communications Center.** In case of a declared emergency by federal, state, or local government, or in the case in which personnel are required to evacuate from the 9-1-1 Center, the City shall provide to the OPCD an alternate facility to house the call taking and dispatching equipment, personnel, and function of the 9-1-1 emergency communication system as needed pursuant to policies and procedures established by the City and OPCD. OPCD shall be responsible for ensuring that sufficient equipment to continue 9-1-1 operations is available in the backup facility in the event of an emergency, while the City shall be responsible for maintaining the physical location.

**Section 6. Declared Emergency, ICS Command and Control.** In case of a declared emergency by federal, state, or local government, the Executive Director will have the authority to coordinate 9-1-1 operational and technology support efforts with the City's Incident Commander per Incident Command System ("ICS") guidance.

## **ARTICLE V – PROVISIONS OF EMPLOYMENT UNDER THIS AGREEMENT**

**Section 1. Protections for OPCD Positions Funded by this Agreement.** The OPCD maintains the Employee Protection and Conduct Policy ("EPCP") which provides a written policy of progressive employment protections for all OPCD positions. The employment protection policy and any future amendments to the policy shall be approved by the OPCD Board of Commissioners.

**Section 2. Access to Accumulated Benefits.** The OPCD and the City recognize that the full time employees of OPCD OPS who were previously employed by a City Department prior to this Agreement have a vested right to the payment of their terminal leave accumulated while employed at the City. Such employees shall have the full balance of their sick and annual leave that was previously accumulated while employed by the City retained. In addition, the employees of OPCD OPS shall continue to maintain and accrue retirement vesting, health care benefits, longevity pay adjustments, merit adjustments, terminal leave benefits, and continuous years of service at the rates established for full time employees of the City for the duration of this Agreement.

**Section 3. Policies on Sick Leave, Annual Leave, & Years of Service.** Full time employees of OPCD OPS who are hired in accordance with Article III, Section 2 of this Agreement shall earn sick leave, annual leave, continuous years of service (for the purpose of adjusting base salary and leave accrual rates), and longevity increases at the rates equivalent to full time employees of the City on an annual basis.

**Section 4. Leave Sharing Program.** A leave sharing program shall be established such that all full time employees of OPCD OPS, will be able to give and receive leave donations among all employees of OPCD OPS using leave time accumulated during their employment at OPCD or prior employment with the City. This program shall be administered by the OPCD HR Manager and approved by the Executive Director.

## **ARTICLE VI – TERM**

**Section 1. Initial Term.** This Agreement shall commence on January 1, 2019 and shall end on

December 31, 2023.

**Section 2. Renewal.** At the mutual option of City and OPCD, this Agreement may be renewed on an annual basis for no longer than December 31, 2028, provided that (A) additional funding, if required, is allocated by City and incorporated herein by a duly authorized amendment to this Agreement and (B) the renewal of this Agreement will facilitate the continuity of the services described herein without additional funding required.

## **ARTICLE VII - TERMINATION**

**Section 1. Termination for Cause.** The City and the OPCD shall each have the right to terminate this Agreement for cause, effective upon the giving of written notice to the other party of its intent to terminate and the reasons therefor at least three hundred sixty-five (365) days prior to the date of termination. 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 three hundred sixty-five (365) 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.** The City and the OPCD 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 three hundred sixty-five (365) days prior to the date of termination.

**Section 3. Termination for Non-Appropriation.** This Agreement will terminate in the event of non-appropriation of funds sufficient to maintain this Agreement by giving the other party written notice of its intent to terminate at least three hundred sixty-five (365) days prior to the date of termination.

## **ARTICLE VIII - TRANSITION IN CASE OF TERMINATION**

If the Agreement is terminated under Article VI (Term) or Article VII (Termination), the Executive Director will develop and adopt a plan to end the consolidation and to implement a transition phase. Said plan will establish the roles and responsibilities of the City and the OPCD during the transition phase. From the termination of this Agreement until the end of the transition phase, the Parties agree to ensure that the 9-1-1 call taking and dispatching services are not interrupted.

## **ARTICLE IX – INSURANCE**

The OPCD shall procure and maintain insurance policies to cover general liability as it relates to emergency call taking and dispatching capability. Such policies shall be in effect at all times during the term of the Agreement. The City shall provide in its annual appropriation to the OPCD funding for a portion of the cost of such insurance policies in an amount mutually agreed to by both Parties.

## **ARTICLE X – PUBLIC RECORDS REQUEST**

**Section 1. Records Relating to the City's Public Safety Agencies.** Documents relating to activities performed by the City's public safety agencies (specifically NOPD, NOFD, NOEMS) are the property of the City. Said documents include, but are not limited to, audio recordings of telephone calls, radio dispatch tapes or incident computer aided dispatch ("CAD") printouts of calls. Upon request to the OPCD for public records regarding said documents, the OPCD shall notify immediately the City of said request. At the time of the notification or upon request from the City, the OPCD shall promptly provide all documents deemed necessary by the City. The

City shall respond to the requestor in accordance with the Public Records Law. OPCD personnel who manage the records of audio recordings of telephone calls, radio dispatch tapes, or CAD data shall be authorized by the City to appear in court on behalf of the City's agencies as needed to provide evidence and witness statements.

**Section 2. Other Records.** Documents that do not fall under Article X, Section 1 are the property of the OPCD. Said documents include, but are not limited to, data collected by the OPCD to monitor the level of 9-1-1 call taking and dispatching services such as call answer times. The OPCD shall be responsible for responding to requests for such records.

## **ARTICLE XI - NON-DISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY**

**Section 1. Equal Employment Opportunity.** In all hiring or employment made possible by, or resulting from this Agreement, the OPCD (1) will not be discriminate against any employee or applicant for employment because of race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the OPCD's employees are treated during employment without regard to their race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, 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, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry.

**Section 2. Non-Discrimination.** In the performance of this Agreement, the OPCD will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the OPCD in any of OPCD operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The 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 3. Incorporation into Subcontracts.** The OPCD will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

**The City may terminate this Agreement for cause if the OPCD fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.**

## **XII - NOTICE**

**Section 1. In General.** 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 the City:

Chief Administrative Officer  
City of New Orleans  
1300 Perdido Street, 9<sup>th</sup> Floor  
New Orleans, LA 70112

&

City Attorney  
City of New Orleans  
1300 Perdido Street, Suite 5E03  
New Orleans, Louisiana 70112

If to the OPCD:

Executive Director  
Orleans Parish Communication District  
118 City Park Ave.  
New Orleans, LA 70119

**Section 2. Effectiveness.** 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 that references this Agreement of any changes to the respective addresses set forth above.

**Section 3. No Restriction.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of City and the OPCD.

### **ARTICLE XIII - GENERAL PROVISIONS**

**A. Prohibition Against Financial Interest in Agreement.** No elected official or employee of either party shall have a financial interest, direct or indirect, in this Agreement, including through any financial interest held by the spouse, child, or parent. Any willful violation of this provision, with the expressed or implied knowledge of a party, will render this Agreement voidable by the other party and shall entitle the other party to recover, in addition to any other rights and remedies available to the other party, all monies paid by the other party pursuant to this Agreement without regard to the party's satisfactory performance.

**B. Jurisdiction.** The OPCD consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas of jurisdiction on account of the residence elsewhere.

**C. Indemnification of Board Members.** Any claim(s) relating to the indemnification of board members under this Agreement shall be governed by Louisiana Revised Statute 33:9108 as the Attorney General has opined in his Opinion #15-0166 dated January 12, 2016.

**D. Governing Law.** This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana.

**E. Rules of Construction.** 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 the Parties. 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. The singular number includes the plural, where appropriate. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved in favor of or against either party on the basis of which party drafted the language.

F. **Severability.** The Parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, if a court of competent jurisdiction finds any provision to be unenforceable as written, the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If a court finds any provision is not subject to reformation, that provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect and shall be construed and enforced as if such illegal, invalid, or unenforceable provision was never included, and the remaining provisions of this Agreement shall remain in full force and effect.

G. **Survival of Provisions.** All representations and warranties and all responsibilities regarding transition and record ownership, and shall survive the termination of this Agreement and continue in full force and effect.

H. **No Third-Party Beneficiaries.** This Agreement is entered into for the exclusive benefit of the City and the OPCD, and the Parties expressly disclaim any intent to benefit any person that is not a party to this Agreement.

I. **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 shall not affect or be deemed a waiver of any party's right to insist upon compliance with the terms and conditions of the Agreement, to exercise any rights, or to seek any available remedy with respect to any default, breach, or defective performance.

J. **Agreement Binding.** This Agreement is not assignable by either party unless authorized by a validly executed amendment.

K. **Modifications.** This Agreement shall not be modified except by written amendment executed by authorized representatives of the Parties.

L. **Voluntary Execution.** Both Parties have 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.

M. **Complete Agreement.** This Agreement supersedes and replaces any and all prior agreements, negotiations, and discussions between the Parties with regard to the terms, obligations, and conditions of this Agreement.

#### **ARTICLE XIV - ELECTRONIC SIGNATURE AND DELIVERY**

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

**[SIGNATURES CONTAINED ON NEXT PAGE]**

IN WITNESS WHEREOF, the City and the OPCD, through their duly authorized representatives, execute this Agreement as of the Effective Date.

**CITY OF NEW ORLEANS**

BY: \_\_\_\_\_  
**LATOYA CANTRELL, MAYOR**

Executed on this \_\_\_\_\_ of \_\_\_\_\_, 2018

**FORM AND LEGALITY APPROVED:**  
**Law Department**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**THE ORLEANS PARISH COMMUNICATION DISTRICT**

BY: \_\_\_\_\_  
**MICHAEL G. TIDWELL, CHAIRMAN OF THE BOARD OF COMMISSIONERS**