

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: October 9, 2025

CALENDAR NO. 35,268

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER HARRIS (BY REQUEST)

AN ORDINANCE authorizing the Mayor of the City of New Orleans to enter into a Cooperative Endeavor Agreement between the City of New Orleans (“City”), and the Jefferson Parish Clerk of Court, for a term greater than one year, for the public purpose of providing access to JeffNet in the City of New Orleans, as more fully detailed in the Cooperative Endeavor Agreement form attached hereto as Exhibit “A”; 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, Jon A. Gegenheimer, the Jefferson Parish Clerk of Court operates JeffNet, which is an online record data system that allows end users access to information and documents; and

WHEREAS, the City and the Jefferson Parish Clerk of Court desire to enter into a cooperative endeavor agreement in order to accomplish the valued public purpose of accessing

court records for conducting the New Orleans Health Department’s Fatality Review process in the City of New Orleans; **NOW THEREFORE**

1 **SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY**
2 **ORDAINS**, That the Mayor, on behalf of the City of New Orleans, is hereby authorized to enter
3 into the attached cooperative endeavor agreement with the Jefferson Parish Clerk of Court, for a
4 term of 3 years, for the public purpose of accessing court records in the City of New Orleans.

1 **SECTION 2.** That said Cooperative Endeavor Agreement is attached to this ordinance as
2 “Exhibit A” and incorporated 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:

EXHIBIT A

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE CITY OF NEW ORLEANS AND
THE JEFFERSON PARISH CLERK OF COURT**

[COVER PAGE]

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

JON A. GEGENHEIMER, JEFFERSON PARISH CLERK OF COURT

AND

THE CITY OF NEW ORLEANS

This agreement is made and entered into effective _____ 2025, by and between Jon A. Gegenheimer, Jefferson Parish Clerk of Court, and the City of New Orleans.

WHEREAS, as authorized by Article VII, Section 14(C) of the Louisiana Constitution of 1974, for a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual; and

WHEREAS, the Jefferson Parish Clerk of Court operates JeffNet, which is an online record data system that allows end users access to information and documents; and

WHEREAS, the City of New Orleans, through its Health Department, wishes to utilize the JeffNet system for the purpose of conducting official court business including accessing records maintained by the Jefferson Parish Clerk of Court with regard to the criminal histories of defendants in connection with New Orleans Health Department Fatality Review process for Orleans Parish; and

WHEREAS, this Cooperative Endeavor Agreement will allow the Jefferson Parish Clerk of Court and the City of New Orleans Health Department to more efficiently carry out the duties of their offices, and practical considerations necessitate that governmental agencies work together in order to provide efficient government services.

NOW, THEREFORE, the Jefferson Parish Clerk of Court and the City of New Orleans agree as follows:

SECTION 1- SERVICES

The Jefferson Parish Clerk of Court agrees to allow the City of New Orleans Health Department access and use of JeffNet, to waive end-user fees, and to charge \$0.00 per page for printing of uncertified copies.

SECTION 2 - DURATION

The duration of this agreement is from the effective date listed above through June 30, 2028 (the termination date).

SECTION 3 - INDEPENDENT CONTRACTOR

Each party hereby agrees and accepts that it shall be acting as an independent contractor under this agreement. It is understood and agreed by the parties that they are entering into this agreement in the capacity of an independent contractor and that nothing contained in this agreement is intended to be construed as creating any other relationship between the Jefferson Parish Clerk of Court and the City of New Orleans Health Department.

SECTION 4 - INDEMNIFICATION

Neither party, nor its agents or employees shall be liable for any loss, damage, or other casualty of any kind to the person or property of anyone arising out of or resulting from the other party providing or utilizing services under this agreement, whether apparent or hidden, whether due in whole or part to negligent acts or omissions of the other, its agents or employees, and each party hereby agrees to indemnify and hold the other, its agents and employees, harmless from and against all claims, demands, liabilities, suits or actions (including all reasonable expenses and attorneys' fees incurred by or imposed on the responsible party in connection therewith) for any such loss, damage, or other casualty.

SECTION 5 - INSURANCE

Each party shall maintain such insurance as it deems necessary and appropriate for these purposes, which may be accomplished through their respective self-insured retention programs.

SECTION 6 - NOTICE

All notices and correspondence required to be sent shall be addressed as follows:

Honorable Jon A. Gegenheimer
Jefferson Parish Clerk of Court
Post Office Box 10
Gretna, Louisiana 70054

ATTN: Jennifer Hunt
City of New Orleans Health Department
1300 Perdido Street, Suite 8E18
New Orleans, Louisiana 70112

&

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

SECTION 7 - TERMINATION

This agreement may be terminated under any or all of the following conditions:

- a) By mutual agreement and consent of the parties hereto; or
- b) By either party by giving thirty (30) days written notice of such intention.

SECTION 8 - ASSIGNMENT

This agreement shall be binding upon the successors and assigns for the parties hereto. This agreement shall not be assigned in whole or in part by the Jefferson Parish Clerk of Court or by the City of New Orleans Health Department as to the services to be performed

hereunder without the written consent of the other party to this agreement.

SECTION 9 - JURISDICTION/VENUE

Both parties agree to yield to the jurisdiction and venue of the Twenty-Fourth Judicial District Court for the State of Louisiana, and formally waive any pleas of lack of jurisdiction or improper venue, in the event of suit under this agreement.

SECTION 10 - SEVERABILITY

If any provision of this agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provisions of this agreement.

SECTION 11 - ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Jefferson Parish Clerk of Court and the City of New Orleans and supersedes all prior representations or agreements. This agreement may be amended only by written instrument signed by both parties to this agreement.

WITNESSES:

JEFFERSON PARISH CLERK OF COURT

Print Name

BY: _____
JON A. GEGENHEIMER

DATE: _____

Print Name

WITNESSES:

CITY OF NEW ORLEANS

Print Name

BY: _____
LaToya Cantrell, Mayor

DATE: _____

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

Print Name

By: _____

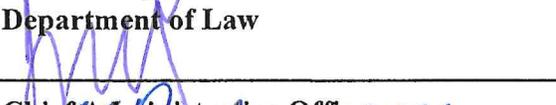
Printed Name: _____

Name _____ Ext. _____
Person responsible for routing

**CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK**

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: This contract is for the Jefferson Parish Clerk of Court to provide the
New Orleans Health Department with access to JeffNet.

- 1. 
Department Head
- 2. 
Department of Law
- 3. 
Chief Administrative Officer
- 4. 
Director of Council Relations
- 5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

_____ MOVED: _____
 _____ 2ND: _____
 _____ YEAS: _____
 _____ NAYS: _____
 _____ ABSENT: _____
 _____ RECUSED: _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.



LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: _____

Name of Contact Person: _____

Telephone Number: _____

Email Address: _____

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.



LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

If this section is not applicable, please check this box.

The parties involved:

The obligations, expectations, and deliverables of the parties involved:

Any fiscal implications for the City with the contract:

The public purpose and need for the contract:

The duration of the contract:



LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

If this section is not applicable, please check this box.

The existing provision(s) of the Code being proposed for amendment:

The general content/requirements of the existing Code provision:

How the proposed ordinance will alter the existing Code provision(s):

Why these changes are needed:

REQUESTED ADOPTION DATE: _____