

**ORDINANCE**

**CITY OF NEW ORLEANS**

**CITY HALL: September 25, 2025**

**CALENDAR NO. 35,237**

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

**BY: COUNCILMEMBER THOMAS (BY REQUEST)**

**AN ORDINANCE** authorizing the Mayor of the City of New Orleans to enter into a Cooperative Endeavor Agreement (“CEA”) between the City of New Orleans (the “City”) and Orleans Parish Communications District (the “OPCD”), with a term greater than one year, for the public purpose of improving the management, quality, speed, priority, standardization, and consistency by which 9-1-1 call are processed, non-emergency calls are handled, and the overall organizational structure of OPCD, as more fully detailed in the Cooperative Endeavor Agreement form attached hereto as Exhibit “A”; and otherwise to provide 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**, The City and OPCD are political subdivision of the State of Louisiana;  
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 wish to renew, extend, and expand this partnership  
and to enable OPCD to assume responsibility for 3-1-1 call taking services; and

**WHEREAS**, The City and OPCD desire to enter into a Cooperative Endeavor  
Agreement in order to accomplish the 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; and

**WHEREAS**, Section 9-314 of the Home Rule Charter of the City of New Orleans  
ordains that cooperative endeavor agreements having a term of more than one year must be  
review and approved by the New Orleans City Council (“Council”); **NOW THEREFORE**

**SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY**

**ORDAINS**, That the Mayor, on behalf of the City of New Orleans (“City”), is hereby  
authorized to enter into the attached Cooperative Endeavor Agreement (“CEA”) with OPCD,  
for a term of five (5) years, for the 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 organization structure of the OPCD is  
maintained.

**SECTION 2.** That, for the purpose of executing the CEA between the City and  
OPCD, Rule 57 of the Rules and Regulations of the Council of the City of New Orleans is  
suspended.

1           **SECTION 3.** That said CEA is attached to this ordinance as “Exhibit A” and  
2 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 ORLEANS PARISH COMMUNICATIONS  
DISTRICT**

**[COVER PAGE]**

**COOPERATIVE ENDEAVOR AGREEMENT**  
**BETWEEN**  
**CITY OF NEW ORLEANS**  
**AND**  
**ORLEANS PARISH COMMUNICATION DISTRICT**  
**FOR 9-1-1 AND 3-1-1 CALL CENTER OPERATION,**  
**PERSONNEL, FACILITIES, AND SYSTEMS**

**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 Dr. Jennifer Avegno, Chair of the Board ("**OPCD**"). The Agreement is effective as January 1, 2026 (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 (collectively the "Parties") are political subdivisions of the State of Louisiana;

**WHEREAS**, pursuant to 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 and Act 710 of the 2024 Regular Session, OPCD was created 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 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 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 and 3-1-1 administrator for Orleans Parish;

**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**, the OPCD and the City desired to accomplish the 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**, 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**, pursuant to Cooperative Endeavor Agreement dated April 13, 2016, as amended by Amendment No. 1 dated December 14, 2016, and Amendment No. 2 dated January 26, 2018, 9-1-1 operations for the New Orleans Police Department ("NOPD"), New Orleans Fire Department ("NOFD"), New Orleans Emergency Services ("NOEMS"), and New Orleans Homeland Security and Emergency preparedness ("NOSHEP") were consolidated under OPCD;

**WHEREAS**, the City currently provides funding support for the operation of OPCD, including but not limited to salaries, pensions, and benefits for OPCD employees as well as maintenance and support for the 9-1-1 and 3-1-1 systems and buildings;

**WHEREAS**, the City and OPCD seek to provide for the continued operation and improvement of 9-1-1 and 3-1-1 operations for Orleans Parish;

**WHEREAS**, it is in the interest of the citizens, business, and visitors of Orleans Parish that the City and OPCD continue to engage in cooperative endeavors to provide more efficient means for the citizenry to communicate their need for 9-1-1 and 3-1-1 services;

**WHEREAS**, the Parties have a parallel and complimentary desire to provide for 3-1-1 services (the "Gateway to Government") for citizens and visitors to the City of New Orleans;

**WHEREAS**, the Parties can fulfill that goal through entering into this CEA for the continued operation of OPCD.

**NOW THEREFORE**, the City and the OPCD each having the authority to do so, and under the conditions set forth, do agree as follows:

## **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 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 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 employees.

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 Orleans Parish infrastructure for the Louisiana Wide Information Network ("LWIN") or any successor land mobile radio ("LMR") communications system used for dispatch and communication with public safety field personnel for and in the City of New Orleans.

i. Provide for the routing, review, updates and resolution of 3-1-1 reports and requests entered by OPCD personnel to the appropriate City Departments or contractors;

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. 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 employees the opportunity for a full and fair hearing and the right to appeal for disciplinary actions to the OPCD Board Personnel Subcommittee;

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.

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 complimentary to and compatible with the field response 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. Maintain 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. Develop and implement standard operating procedures to provide for the operation of the 3-1-1 system, contingent that OPCD's responsibilities are only to provide for the entry of 3-1-1 requests into the QuickBase or any successor system for action by the appropriate City Departments or contractors;

i. Contract for services and equipment with local telephone exchange carrier(s) and other vendors to provide 9-1-1 and 3-1-1 telephone routing 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 and 3-1-1;

k. Purchase, implement and maintain hardware, software, and systems required for the provision of E911 service throughout Orleans Parish, specifically including but not limited to 911 Telephony and Logging Systems, Computer Assisted Dispatch (CAD) as well as the interfaces necessary for the CAD system to receive location information from public safety response units, and to provide requested CAD data for City functions including the CAD Mobile client software for all City public safety agencies;

l. Work with the City and other agencies to develop projects to help fulfill the missions of the City, OPCD, NOPD, NOFD, NOEMS, to provide 9-1-1, non-emergency, and 3-1-1 services to the citizens, businesses, and visitors of Orleans Parish;

m. Provide support and engineering services to maintain and improve the 9-1-1 call center, and provide for maintenance agreements on hardware or software used exclusively by the 9-1-1 call center or the OPCD;

n. Provide OPCD personnel and public safety personnel with professional training and support to 9-1-1 and 3-1-1 related community education programs;

o. At the discretion of the Executive Director, provide opportunities for OPCD personnel and public safety personnel to attend applicable conferences and training opportunities;

p. Provide and maintain the physical facility known as the Warren E McDaniel 9-1-1 center;

q. Maintain a current and accurate data collection and reporting system to the OPCD Board of Commissioners as requested by the Board; and

r. Submit detailed reports monthly in accordance with Code of Ordinances Article III Section 2-63 through Section 2-85.

## **ARTICLE II - PERFORMANCE MEASURES**

**Section J. In General.** The Parties agree to comply with all of reporting requirements to determine the efficacy of OPCD operations.

**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 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 the OPCD Board of Commissioners the policies that ensure that OPCD complies with the 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 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 OPCD for the benefit of improving performance of NOPD, NOFD, and NOEMS operations pursuant to these agencies' written policies procedures.

### **ARTICLE III - FUNDING UNDER THIS AGREEMENT**

**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, OPCD will provide self-generated funding for the purpose of supporting 9-1-1 operations. OPCD's contribution to operations shall be authorized in the annual budget approved by the OPCD Board of Commissioners.

**Section 2. Funding provided by City for Costs of 9-1-1 and 3-1-1 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. 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.

**Section 3. Maximum Amount.** The maximum amount funded or payable by the City under this Agreement will be determined annually based on the annual budget appropriations.

**Section 4. Rate of Compensation.** The City will pay OPCD in accordance with the following schedule: 1/4<sup>th</sup> of the annual budget appropriation per quarter with the first and second quarters payment becoming due and payable January 1<sup>st</sup>. The remaining payment becomes due and payable per month beginning July 1<sup>st</sup>.

1. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the City in accordance with the terms and conditions of this

Agreement.

2. The stated compensation is inclusive, and includes no additional amounts for, OPCD's costs, including without limitation all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, record retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Agreement. The City will not consider or be obligated to pay or reimburse OPCD any other charges or fees and OPCD will not be entitled to any additional compensation or reimbursement, except otherwise specifically provided in the Agreement.
3. OPCD immediately will notify the City in writing of any reduction to the rate of compensation for its most favored customer and the rate of compensation established by this Agreement automatically will adjust to the reduced rate effective as of the effective date of the reduction for the most favored customer.

#### **Section 5: Invoices.**

1. OPCD must submit invoices quarterly (unless agreed otherwise between the Parties to this Agreement) to the City electronically, via its supplier portal, for goods or services provided under this Agreement no later than 10 calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include the following information:
  - a. Name of contractor
  - b. Date of Invoice
  - c. Invoice Number;
  - d. Contract or BRASS Number issued by the City (*i.e.* K#);
  - e. Name of the City Department to be invoiced (*i.e.*, Chief Administrative Office); and
  - f. Description of the Services completed, including but not limited to:
    - i. Payroll
    - ii. Operational expenses
  - g. FEMA or HUD Project Number (*i.e.* PW#), if applicable.
2. Invoices will be processed in accordance with Article III of the Agreement.
3. All invoices must be signed by an authorized representative of OPCD under penalty of perjury attesting to the validity and accuracy of the invoice.
4. The City may require changes to the form of the invoice and may require additional supporting documentation to be submitted with the invoice.

**Section 6. Payment.** Unless otherwise agreed to by the City, the payment terms are NET 30 days upon OPCD's delivery and the City's acceptance of the services contemplated in this Agreement and/or upon the City's receipt of the properly submitted, complete, and accurate invoice via the City's supplier portal. The City will make payments to OPCD at the rate of compensation established in this Agreement based upon OPCD's certified invoices, except:

1. The City's obligation to pay is contingent upon OPCD's: (a) submission of a complete and accurate invoice to the City; (b) satisfactory performance of the services and conditions required by this Agreement;
2. The City, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute;

3. The City may set off any amounts due to OPCD against any amounts deemed by the City to be owed to the City by OPCD pursuant this Agreement; and
4. All compensation owed to OPCD under this Agreement is contingent upon the appropriation and allocation of funds for work under this Agreement by the City.
5. The City is not obligated under any circumstances to pay for any work performed or costs incurred by OPCD that: exceed the maximum aggregate amount payable established by this Agreement; are beyond the scope or duration of this Agreement; arise from or relate to any change order within the scope of the Agreement; are for services performed on days on which services were suspended, due to circumstances beyond the control of the City, and no work has taken place; arise from or relate to the correction of errors or omissions of OPCD or its subcontractors; or the City is not expressly obligated to pay under this Agreement.
6. If this Agreement is terminated for any reason, the City will pay OPCD only for the work requested by the City and satisfactorily performed by OPCD through the date of termination, except as otherwise provided in this Agreement.

**Section 7. Cost Recovery.** In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, OPCD shall reimburse the City or disgorge anything of value or economic benefit received from the City if OPCD fails to meet its contractual obligations."

#### **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 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 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 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 telephone 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. 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.** 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 3-1-1 system, and any additional non-emergency systems as required. 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 Communications Center, the City shall provide to OPCD an alternate facility to house the call taking and dispatching equipment, personnel, and function of the 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 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, JCS 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 protection 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.** OPCD personnel 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 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, will be able to give and receive leave donations among all employees of OPCD using leave time accumulated during their employment at OPCD or prior employment with the City. This program shall be approved by the Executive Director.

## **ARTICLE VI- TERM**

**Section 1. Initial Term.** The term of this agreement shall be for 5 (5) years from the Effective Date.

**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, 2036, provided that (A) additional funding, if required, is allocated by the 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 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 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.

**Section 4. Removal of Consolidated Agencies.** Consolidated agencies under OPCD include NOPD, NOFD, NOEMS, and NOHSEP. If any of the consolidated agencies wish to remove themselves from OPCD, the City must be notified and a written amendment to this Agreement is required.

## **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 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, as well as 3-1-1 services, are not interrupted.

## **ARTICLE IX - INSURANCE**

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 J. 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 OPCD for public records regarding said documents, OPCD shall refer the requesting party to the City's system for such requests. Upon request from the City, 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 OPCD. Said documents include, but are not limited to, data collected by OPCD to monitor the level of 9-1-1 call taking and dispatching services such as call answer times. OPCD shall be responsible for responding to requests for such records.

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

**Section J. Equal Employment Opportunity.** In all hiring or employment made possible by, or resulting from this Agreement, 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 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, 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 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 OPCD. OPCD 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.** 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 OPCD fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.**

## **ARTICLE**

### **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 OPCD:

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

&

General Counsel  
LaFleur & Laborde, LLC  
612 Andrew Higgins Boulevard, Suite 300  
New Orleans, Louisiana 70130

**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 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.** 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 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**

**FORM AND LEGALITY APPROVED:**  
**LAW DEPARTMENT**

**BY:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**NEW ORLEANS CITY COUNCIL**

\_\_\_\_\_  
**CITY COUNCIL PRESIDENT**

**THE ORLEANS PARISH COMMUNICATION DISTRICT**

**BY:** \_\_\_\_\_  
**DR. JENNIFER AVEGNO,**  
**CHAIR OF THE BOARD OF COMMISSIONS**

Calendar No. \_\_\_\_\_ (Rev)  
(Exp)

Name Brandye DeLarge Ext. 2587  
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:** The purpose of the motion is to continue the existing relationship

between the City and the Orleans Parish Communications District for the consolidation of call services.

1.

Brandye DeLarge  
Department Head

2.

[Signature]  
Department of Law

3.

[Signature]  
Chief Administrative Officer

4.

[Signature]  
Director of Council Relations

5.

\_\_\_\_\_  
Initials of Sponsoring Council Member

**COUNCIL ACTION**

Council Members Present: \_\_\_\_\_

Absent: \_\_\_\_\_

**AMENDMENTS:**

**FINAL ADOPTION:**

\_\_\_\_\_  
**MOVED:**

\_\_\_\_\_  
**2<sup>ND</sup>:**

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

Reference: Council Rule 41 & City Code Section 2-813