

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: October 23, 2025

CALENDAR NO. 35,282

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER THOMAS (BY REQUEST)

AN ORDINANCE to authorize the Mayor of the City of New Orleans to enter into Amendment No. 1 to a previously executed Cooperative Endeavor Agreement (“CEA”) between the City of New Orleans (“City”), State of Louisiana Department of Public Safety and Corrections, Public Safety Services, Office of State Police, Crime Laboratory, relative to providing two (2) DNA analyst processing crimes in the New Orleans area, desire to modify the provisions of the CEA One (1) year, as more fully set forth in the Amendment No. 1 form attached hereto as Exhibit “A” 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, the City and Louisiana State Police Crime Laboratory desire to modify the provisions of one (1) year to the previously executed Cooperative Endeavor Agreement (CEA) between the City and Louisiana State Police Crime Laboratory relative to the valued public purpose of two (2) DNA analysts to process DNA evidence for the City of New Orleans; and

WHEREAS, The Louisiana State Police Laboratory will provide the two (2) DNA analysts at a rate not to exceed \$20,000.00 for the DNA analysts (not to exceed \$10,000.00 each analyst); and

WHEREAS, the City and Louisiana State Police Crime Lab desire to enter into this Amendment No. 1 to provide two (2) DNA analysts for processing DNA evidence 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, on behalf of the City of New Orleans, is hereby authorized to enter
3 into Amendment No. 1 to the Cooperative Endeavor Agreement, in the form attached hereto as
4 Exhibit “A”, to the previously executed Cooperative Endeavor Agreement between the City of
5 New Orleans and State of Louisiana Department of Public Safety and Corrections, Public Safety
6 Services, Office of State Police, Crime Laboratory to extend the current agreement for an
7 additional 1 (one) year, to the previously executed CEA relative to the valued public purpose of
8 DNA evidence processing in the City of New Orleans.

1 **SECTION 2.** That said Amendment No. 1 to the Cooperative Endeavor Agreement is
2 attached to this ordinance as “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

**AMENDMENT NUMBER 1 TO THE
COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE CITY OF NEW ORLEANS, State of Louisiana, Department of public Safety and
Corrections, Public Safety Services, Office of State Police, Crime Laboratory.**

[COVER PAGE]

**AMENDMENT NO. 1 TO COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN**

THE CITY OF NEW ORLEANS

AND

**THE LOUISIANA DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS,
PUBLIC SAFETY SERVICES, OFFICE OF STATE POLICE, CRIME LABORATORY**

Forensic Science Partnership Agreement

THIS FIRST AMENDMENT (the “Amendment”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “City”), and the State of Louisiana, Department of Public Safety and Corrections, Public Safety Services, Office of State Police, Crime Laboratory, represented by Colonel Robert P. Hodges, Superintendent (the “LSPCL”). The City and the LSPCL are sometimes each referred to as a “Party,” and collectively, as the “Parties.” The Amendment is effective as of the date of execution by the City (the “Effective Date”).

RECITALS

WHEREAS, on May 25, 2023, the City and the LSPCL entered into a Cooperative Endeavor Agreement (the “Agreement”) to establish a forensic science partnership by providing funding for the outsourcing of DNA cases submitted by the New Orleans Police Department (“NOPD”) to the LSPCL for the purpose of analyzing DNA evidence from crimes that occur in the City of New Orleans; and

WHEREAS, the City and the LSPCL, each having the authority to do so, desire to enter this Amendment to modify the terms and conditions by describing the roles and responsibilities of each party relative to the implementation of the LSPCL initiative; and

WHEREAS, the LSPCL initiative will allow both Parties to: **(a)** efficiently process and release outsourced casework; **(b)** ensure quality assurance is met as the selected analysts have been tested by the LSPCL for competency and proficiency; **(c)** provide resource optimization by leveraging external resources without affecting internal staffing; and **(d)** allow flexibility of the external resources to perform the requested duties when their schedule allows; and

WHEREAS, the LSPCL initiative will allow the City prosecutors to close out open cases more efficiently with two additional analysts; and

NOW THEREFORE, for good and valuable consideration, the City and the LSPCL amend the Agreement as follows:

1. Additional Miscellaneous Provisions. The following terms and conditions are added to the Agreement:

ARTICLE XIII – LSPCL INITIATIVE

A. In General. Allowing two (2) NOPD Crime Laboratory DNA Analysts to write case reports for the NOPD case submissions to the LSPCL, which were outsourced to a private laboratory. The analysts must have been previous employees of the LSPCL who have been trained

and successfully performed competency and current in proficiency testing by LSPCL and FBI QAS standards.

B. LSPCL Obligations. The LSPCL agrees to perform the following:

1. Provide two NOPD DNA analysts with LSPCL owned laptops to access required information, so that reports can be completed.
2. Provide the analysts with limited overtime for the analysts to perform the requested duties when their daily schedule does not allow them to dedicate time to writing and reviewing the outsourced case reports.
 - a. Invoices shall note the cases completed with the time worked.
3. Provide up to and not to exceed \$20,000.00 of total overtime for the two dedicated analysts for one year (not to exceed \$10,000.00 each analyst).
4. Review all case work performed prior to the reports being released.
5. Ensure the analysts are current in the below described proficiency testing.
6. Provide technical support to the analysts for the case reports they complete.
7. Assist the NOPD Crime Laboratory to develop an evaluation of the information for the participants (analysts) following the conclusion of the project.
8. Monitor the activities and provide feedback as needed in support of the NOPD analyst while they perform the above listed activities.

C. Analysts' Obligations. The Parties both agree to the following:

1. The analysts will be required to stay proficient in the Promega Fusion 6C amplification kit, with detection via the ABI 3500xL and interpretation via LSPCL policies and procedures.
 - a. To include: Forensic and database interpretation and is required by the FBI Quality Assurance Standards for DNA Outsourcing.
 - b. May include: Probabilistic genotyping using Cybergenetic's TrueAllele software.
2. The analysts will be required to perform the ownership review of cases outsourced to DNA Labs International, ensuring all evidence outsourced was analyzed appropriately (or noted in the DLI case file when not analyzed).
3. The analysts will be required to evaluate all information available to determine what if any samples are eligible for entry into CODIS as related to the outsourced casework.
4. The analysts will also be required to analyze reference samples previously processed internally at LSPCL utilizing GeneMapper ID-X.
5. The analysts will provide testimony in court to the reviewed and authored work as necessary.

D. Reporting Obligations. NOPD Crime Laboratory agrees to provide the following information and reports to the LSPCL:

1. The analysts should continuously report to LSPCL (via email, Microsoft Teams, etc.) to inform LSPCL analysts when cases are ready for technical review.

a. The analysts should provided LSPCL with a list of state police cases completed weekly.

b. For overtime: The analysts must provide LSPCL with the time and hours as wells as the cases evaluated during the overtime so that LSPCL may accurately track the hours worked and cases.

2. The Final Activity and Financial Report will include a description of each case report completed with the following information:

a. LSPCL case number.

b. Agency case number.

c. Analyst performing the work.

d. Analyst hours associated with case reports.

E. **Financial Support & Payment Modalities.** The LSPCL will make financial payments to the City according to the invoices supplied by the City. The LSPCL will review the invoices to ensure accuracy with the cases worked.

Article XIV - Force Majeure

A. **Event.** An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of City, provided such event was not caused by the negligence or misconduct of City, by the failure of City to comply with applicable laws, or by the breach of this Agreement.

B. **Notice.** To seek the benefit of this Article, the City must provide notice in writing to the LSPCL stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended

C. **Effect.** Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:

1. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the LSPCL must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or

2. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to LSPCL and without any further compensation due.

D. Notwithstanding Section C(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

ARTICLE XV – ADDITIONAL PROVISIONS

This Amendment will add the following provisions to the preexisting Article X:

T. **Audit and Other Oversight.** It is agreed that the LSPCL will abide by all provisions of City Code Section 2-1120, including but not limited to City Code Section 2-1120(12), which requires the LSPCL to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. In signing this contract, the LSPCL agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

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

3. **Non-Solicitation Statement.** The LSPCL swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The LSPCL has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

4. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

5. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment, but all of which, when taken together, shall constitute one and the same agreement.

6. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. 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 Amendment.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and the LSPCL, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ of _____, 2025.

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

**THE LOUISIANA DEPARTMENT OF PUBLIC SAFETY AND
CORRECTIONS, PUBLIC SAFETY SERVICES, OFFICE OF STATE
POLICE, CRIME LABORATORY**

BY: _____
COLONEL ROBERT P. HODGES, SUPERINTENDENT

Name Cliff Terry Ext. 8-5392
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: CEA between the City of New Orleans Police Department and Louisiana State Police Crime Lab to provide two (2) DNA analysts to process DNA evidence from New Orleans, for the duration of (1) year.

- 1. [Signature] 9/17/2025
Department Head
- 2. [Signature]
Department of Law
- 3. _____
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:** _____
 _____ **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: _____

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