

**MOTION**

**NO. M-26-56**

**CITY HALL: January 27, 2026**

**BY: COUNCILMEMBER MORRELL (BY REQUEST)**

**SECONDED BY:**

**WHEREAS**, Section 70-10 of the Code of the City of New Orleans requires that certain contracts providing for the aggregate expenditure of more than \$1,000,000.00 in city funds during the initial term and all allowable renewal terms or having an initial term of more than one year must be signed by the President of the City Council; and

**WHEREAS**, Section 70-10 further provides that the President of the City Council shall not execute any such contract unless authorized to do so by Council motion; and

**WHEREAS**, The City of New Orleans and Orleans Parish Sherrif's Office desire to enter into a cooperative endeavor agreement relative to providing public safety services supplementing the New Orleans Police Department's coverage during Mardi Gras 2026; to set the total compensation to an amount not to exceed \$3,704,167; and to set forth certain other matters in connection therewith; **NOW THEREFORE**

**BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS**, That the President of the Council shall be added as a signatory to the contract between the City of New Orleans and Orleans Parish Sheriff's Office; and

**BE IT FURTHER MOVED**, That the President of the Council is hereby authorized to sign the contract between the City of New Orleans and Orleans Parish Sheriff's Office, as attached hereto as Exhibit A; and

**BE IT FURTHER MOVED,** That the Clerk of Council shall forward copies of this motion, including Exhibit A, to the City Attorney's Office to effectuate this request.

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

**YEAS:**

**NAYS:**

**ABSENT:**

**AND THE MOTION WAS ADOPTED.**

**COOPERATIVE ENDEAVOR AGREEMENT**  
**BY AND BETWEEN**  
**THE CITY OF NEW ORLEANS**  
**AND**  
**THE ORLEANS PARISH SHERIFF’S OFFICE**  
***SUPPLEMENTAL MARDI GRAS COVERAGE***

**THIS COOPERATIVE ENDEAVOR AGREEMENT** (the “**Agreement**”) is entered into by and between the City of New Orleans, represented by Helena N. Moreno, Mayor (the “**City**”), and the Orleans Parish Sheriff’s Office, represented by Susan Hutson, Sheriff of Orleans Parish, (the “**Contractor**” or “**OPSO**”). The City and the Contractor may sometimes be referred to as a “**Party**” and collectively referred to as the “**Parties.**” The Agreement is effective as of February 1, 2026 (the “**Effective Date**”).

**RECITALS**

**WHEREAS**, the City is a political subdivision of the State of Louisiana; and

**WHEREAS**, the Orleans Parish Sheriff’s Office is a political subdivision of the State of Louisiana, located at 2800 Perdido Street, New Orleans, LA 70119; and

**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; and

**WHEREAS**, the City and the Orleans Parish Sheriff’s Office desire to accomplish a valuable public purpose of providing public safety services throughout the City by supplementing the New Orleans Police Department’s (“**NOPD**”) coverage during Mardi Gras 2026; and

**WHEREAS**, in order to achieve this purpose, the City and OPSO intend to establish Mardi Gras Local Agency Compensated Enforcement Security Services (“**Mardi Gras Security Services**” or “**Security Services**”); and

**WHEREAS**, OPSO will provide deputies and officers who are properly commissioned and qualified to work the said Mardi Gras Security Services; and

**WHEREAS**, the OPSO will recruit other external law enforcement agencies, including Constables and University Campus Police Departments, to facilitate the Mardi Gras Security Services to further assist the NOPD with additional coverage at Mardi Gras parades held throughout the City; and

**WHEREAS**, external law enforcement agencies will participate in the Security Services under agreements with OPSO, and under the authority granted to OPSO in this Agreement; and

**WHEREAS**, the City acknowledges and agrees that OPSO will utilize the assistance of the supplemental deputies and officers provided by the external law enforcement agencies to achieve the terms and purposes of this Agreement; and

**WHEREAS**, the City will cover all costs incurred by the OPSO pursuant to this Agreement.

**NOW THEREFORE**, the City and the Orleans Parish Sheriff's Office, each having the authority to do so, agree as follows:

**ARTICLE I – THE ORLEANS PARISH SHERIFF'S OFFICE'S OBLIGATIONS**

**A.** The Orleans Parish Sheriff's Office will:

1. Contact external law enforcement agencies to determine whether those agencies are amenable to providing officers/deputies to supplement NOPD's Mardi Gras coverage.
2. Engage the officers/deputies, from external law enforcement agencies, to assist OPSO in its Security Services support of NOPD's Mardi Gras coverage during the term of the Agreement, with the goal of securing one hundred seventy-five (175) deputies for each of the ten (10) parading days of the Mardi Gras season.
3. In addition to the one hundred seventy-five (175) deputies referenced above, obtain the commitment and assignment of officers from the Louisiana Department of Public Safety and Corrections ("LA DPS&C"), to assist OPSO with enhanced street closures in the French Quarter during the term of the Agreement, with schedules, shift structures, locations, and duties identical in form and substance to the prior executed agreement, updated only to reflect Mardi Gras 2026 dates.
4. Collaborate with NOPD to determine deployment of officers/deputies assigned to the Security Services that will assist NOPD with Mardi Gras coverage.
5. Maintain a log/record of hours that each officer/deputy, OPSO Supervisor, OPSO Deputies, OPSO administrative staff, and civilians whom OPSO assigns to conduct or provide administrative support for the Security Services. The logs shall be provided to OPSO payroll staff for purposes of compensation after each day of parading and submitted to the City after the engagement ends, consistent with Mardi Gras 2026 timelines.
6. Ensure that each officer/deputy, assigned by OPSO to the Security Services to assist NOPD with Mardi Gras coverage, has an up-to-date Level 1 or Level 2 LA POST Basic Training certification with at least two (2) years of job experience.
7. Ensure that each officer/deputy, from external law enforcement agencies assigned to the Security Services to provide public safety services for the term of the Agreement, possesses all necessary training and certifications to perform duties of a peace officer pursuant to La. R.S. 40:2404.2.

8. Ensure that each officer/deputy assigned by OPSO to the Security Services to assist NOPD with Mardi Gras coverage is outfitted with radios, a reflective safety vest, and an operating body worn camera.

## ARTICLE II – THE CITY’S OBLIGATIONS

### A. The City will:

1. Administer this Agreement through the Chief Administrative Office and the NOPD.
2. Collaborate with the OPSO to provide Security Services assignments and objectives, as well as other documents, deemed necessary for the performance of any work required under this Agreement.
3. Provide OPSO with access to NOPD personnel to discuss the required services during normal working hours, as requested by OPSO and/or any external law enforcement agency, that OPSO has entered into agreements with to work the Security Services to assist NOPD with Mardi Gras coverage.
4. Provide OPSO with monetary funds that will cover hourly compensation to officers/deputies OPSO assigns to the Security Services that supplement NOPD’s Mardi Gras coverage under this Agreement.
5. Provide OPSO with monetary funds to cover federal per diem and federal mileage rate reimbursements to officers/deputies from external law enforcement agencies that are located more than thirty-five (35) miles from OPSO Headquarters, located at 2800 Perdido Street, New Orleans, LA 70119. Per diem rates will be adjusted for any meals provided by OPSO. Only individuals using personal vehicles shall be eligible for mileage reimbursement.
6. Provide OPSO with monetary funds to cover one (1) meal for all external officers/deputies on each of the ten (10) parading days.
7. Provide OPSO with monetary funds to cover one (1) meal for all officers/deputies assigned to the Security Services, which meal will be made available at Gallier Hall, on each of the ten (10) parading days.
8. Provide single room lodging to any officers/deputies from external law enforcement agencies, which assist OPSO with Security Services in support of NOPD, and have to travel more than thirty-five (35) miles from their primary place of work to work the Mardi Gras Security Services, provided that the number of rooms needed per night is confirmed in advance for Mardi Gras 2026.
9. Coordinate with the New Orleans Regional Transit Authority to assist OPSO in obtaining transportation from OPSO’s Headquarters to the district stations and parade routes for all officers/deputies assigned to the Security Services.

## ARTICLE III – COMPENSATION

- ### A. **Maximum Amount.** The maximum amount payable by the City under this Agreement is **\$3,704,167.00**. Expenses incurred by OPSO pursuant to this Agreement will not be reimbursed unless explicitly authorized under the terms of this Agreement and submitted in an itemized invoice.

- B. The maximum amount payable under this Agreement will be encumbered by the City, and a purchase order for the full amount will be issued to OPSO.
- C. All compensation will be provided to officers/deputies by OPSO, through funds provided by the City, as described in the City's Obligations, listed above.
- D. External, non-OPSO officers/deputies and Reserve OPSO Deputies, assigned to Security Services to supplement NOPD's Mardi Gras coverage, will be paid at the rate of fifty dollars (\$50.00) per hour. A supervisory rate of fifty-eight dollars (\$58.00) per hour shall apply to the first officer with the rank of Sergeant or higher supplied by an external agency. Additional officers with the rank of Sergeant or higher qualify for the supervisory rate only when the total number of officers/deputies supplied by an external agency reaches five (5) for a second Sergeant or higher, ten (10) for a third, and so on in increments of five (5). The external agency must designate to OPSO which officers are to receive the supervisory rate if this ratio is exceeded; all others will be paid fifty dollars (\$50.00) per hour. On Mardi Gras Day, all officers/deputies, regardless of rank, will be paid at a rate of seventy-five dollars (\$75.00) per hour.
- E. OPSO Deputies, assigned to the Security Services, will receive an additional thirty-two dollars (\$32.00) per hour in addition to their base rate of pay for all hours worked on the Security Services.
- F. OPSO administrative staff that are assigned to directly support Mardi Gras Security Services shall be eligible for an additional ten percent (10%) increase on their base rate of pay. This increase shall be applied to payment for non-exempt employees only. Exempt employees shall be paid at their standard rate.
- G. OPSO Deputies assigned to the Security Services will receive overtime in accordance with FLSA standards.
- H. Costs associated with holiday pay provided to OPSO Deputies are not reimbursable under this Agreement.
- I. Additionally, payments for all OPSO Deputies and administrative staff, who work the Security Services, will be processed through OPSO's payroll department. As such, the City will provide to OPSO an additional (12.95%) of any hourly rate due by OPSO to any OPSO Deputy working for the Mardi Gras Security Services in support of NOPD under this Agreement.
- J. Additionally, the City will provide to OPSO additional payments for all officers/deputies from external law enforcement agencies, whose headquarters are in excess of thirty-five (35) miles outside of Orleans Parish, to cover per diem rates of fifty-three dollars (\$53.00) per day and mileage reimbursement rates of seventy cents (\$0.70) per mile driven pursuant to this Agreement for personal vehicles only.
- K. Upon execution of the Agreement, the City shall issue a payment to OPSO in the amount of **\$1,222,375.11** within ten (10) business days of OPSO's submission of an invoice in the City's BRASS system. The City shall issue an additional payment to OPSO in the amount of **1,222,375.11** within ten (10) business days of OPSO's submission of an invoice in BRASS, **which invoice shall be submitted no sooner than February 9**. The City shall issue a final payment to OPSO in the amount of **\$1,236,916.78** within ten (10) business

days of OPSO's submission of an invoice in BRASS, **which invoice shall be submitted no sooner than March 6.** The City will reimburse all expenses incurred by OPSO, provided the expenses are within the scope of this Agreement, up to the maximum amount payable under this Agreement.

#### **ARTICLE IV – DURATION AND TERMINATION**

- A. Term.** The term of this Agreement shall be from February 1, 2026, to March 31, 2026.
- B. Termination for Convenience.** The City may terminate this Agreement at any time during the term of the Agreement by giving the Orleans Parish Sheriff's Office written notice of the termination. In the event of termination, the City agrees to pay all expenses incurred by OPSO until and including the day of termination.
- C. Termination for Cause.** The City may terminate this Agreement immediately for cause by sending written notice to the Contractor. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement. If a termination for cause is subsequently challenged in a court of law, and the challenging party prevails, the termination will be deemed to be a termination for convenience effective from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

#### **ARTICLE V – INDEMNITY**

- A.** To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the Contractor, its agents or employees while engaged in or in connection with the discharge or performance of any services under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of work under this Agreement.
- B. Limitation.** The Contractor's indemnity does not extend to any loss arising from the negligence, gross negligence, or willful misconduct of any of the Indemnified Parties, provided that neither the Contractor nor any of its agents or employees contributed to such negligence, gross negligence, or willful misconduct.
- C. Independent Duty.** The Contractor has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) the Contractor is ultimately absolved from liability.
- D. Expenses.** Notwithstanding any provision to the contrary, the Contractor shall bear the expenses including, but not limited to, the City's reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

## ARTICLE VI – INSURANCE

- A. During the term of this Agreement, both Parties acknowledge that the other is self-insured and shall maintain the self-insurance or insurance coverages currently in place.
- B. The Orleans Parish Sheriff's Office shall require and verify that all officers/deputies, through their law enforcement agency, maintain insurance and coverage limits that meet the following requirements:
  - A. Workers' Compensation & Employers Liability Insurance in compliance with the Louisiana Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits not less than \$1,000,000.00. Coverage shall include ALTERNATE Employer Endorsement (where applicable).
  - B. Commercial General Liability Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, and any other type of liability for which this Agreement applies with limits of liability not less than \$1,000,000.00 each occurrence / \$2,000,000.00 policy aggregate.
  - C. Law Enforcement Liability – Contractor shall maintain Law Enforcement Liability or equivalent Errors and Omission Insurance appropriate to the profession, with limits of liability not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate.
  - D. Automobile Liability Insurance with a combined single limit of liability not less than \$1,000,000.00 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned, and hired vehicles.

## ARTICLE VII – PERFORMANCE MEASURES

- A. **Factors.** The City will measure the performance of the Orleans Parish Sheriff's Office according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).
- B. **Failure to Perform.** If the Orleans Parish Sheriff's Office fails to perform according to the Agreement, the City will notify the Orleans Parish Sheriff's Office. If there is a continued lack of performance after notification, the City may declare the Orleans Parish Sheriff's Office in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting contractor for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting contractor.

## ARTICLE VIII – NON-DISCRIMINATION

- A. **Equal Employment Opportunity.** In all hiring or employment made possible by, or resulting from this Agreement, the Orleans Parish Sheriff's Office (1) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the

Contractor's employees are treated during employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

- B. Non-Discrimination.** In the performance of this Agreement, the Orleans Parish Sheriff's Office 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 Orleans Parish Sheriff's Office in any of Orleans Parish Sheriff's Office's 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 Orleans Parish Sheriff's Office agrees to comply with and abide by all applicable federal, state, and local laws relating to non-discrimination, including, without limitation, Title VII of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.
- C. Incorporation into Subcontracts.** The Orleans Parish Sheriff's Office 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, including each assigned officer and/or deputy who supplements NOPD Mardi Gras coverage.
- D.** The City may terminate this Agreement for cause if the Orleans Parish Sheriff's Office fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

#### **ARTICLE IX – INDEPENDENT CONTRACTOR**

- A. Independent Contractor Status.** The Orleans Parish Sheriff's Office is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors, or agents to be an employee, partner, or agent of the City.
  - 1.** Each assigned officer and/or deputy, who supplements NOPD Mardi Gras coverage, is also an independent contractor and shall not be deemed an employee, servant, agent, or joint venture of the City and will not hold itself or any of his or her employees, subcontractors, or agents to be an employee, partner, or agent of the City.
- B. Exclusion of Workers' Compensation Coverage.** The City will not be liable to the Orleans Parish Sheriff's Office nor any assigned officer and/or deputy, as independent contractors as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Orleans Parish Sheriff's Office or deployed by

the Orleans Parish Sheriff's Office to supplement Mardi Gras coverage will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

- C. Exclusion of Unemployment Compensation Coverage.** The Orleans Parish Sheriff's Office or any assigned officer and/or deputy, as independent contractors, are being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(E) and neither the Orleans Parish Sheriff's Office nor anyone employed or deployed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the Parties, because: (a) the Orleans Parish Sheriff's Office has been and will be free from any control or direction by the City over the performance of the services covered by this Agreement; (b) the services to be performed by the Orleans Parish Sheriff's Office are outside the normal course and scope of the City's usual business; and (c) the Orleans Parish Sheriff's Office has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.
- D. Waiver of Benefits.** The Orleans Parish Sheriff's Office and any assigned officer and/or deputy, as independent contractors, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, nor Social Security for any services rendered to the City under this Agreement.

#### **ARTICLE X – NOTICE**

- A. In General.** Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

**1. To the City:**

Anne E. Kirkpatrick  
Superintendent  
New Orleans Police Department  
715 S. Broad Street  
New Orleans, Louisiana 70119

&

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

**2. To the OPSO:**

Orleans Parish Sheriff's Office  
Sheriff Susan Hutson 2800 Perdido Street  
New Orleans, LA 70119

- B. Effectiveness.** Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery. If the intended recipient

refuses or avoids delivery, then the date of the first attempted delivery will be deemed as the date of receipt.

- C. Notification of Change.** Each party is responsible for notifying the other in writing of any changes in its address(es) set forth above that references this Agreement.

#### **ARTICLE XI – ADDITIONAL PROVISIONS**

- A. Amendment.** No amendment or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both Parties to this Agreement.
- B. Assignment.** This Agreement and any part of the Orleans Parish Sheriff’s Office interest in it are not assignable nor transferable without the City’s prior written consent.
- C. Choice of Law.** This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.
- D. Construction of Agreement.** Neither Party will be deemed to have drafted this Agreement. This Agreement has been reviewed by the 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. No term of this Agreement shall be construed or resolved in favor of or against the City or the Orleans Parish Sheriff’s Office on the basis of which party drafted the uncertain or ambiguous language. 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. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other genders.
- E. Convicted Felon Statement.** The Contractor complies with City Code § 2-8(c) and no principal, member, or officer of the Contractor has, within the preceding five (5) 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.
- F. 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, the Orleans Parish Sheriff’s Office shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Orleans Parish Sheriff’s Office fails to meet its contractual obligations.
- G. Entire Agreement.** This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the Parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.
- H. Jurisdiction.** The Orleans Parish Sheriff’s Office consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the Orleans Parish Sheriff’s Office.

- I. Limitations of the City's Obligations.** The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.
- J. No Third-Party Beneficiaries.** Other than the outside law enforcement agencies addressed above, with whom OPSO will contract under the terms of this Agreement, this Agreement is entered into for the exclusive benefit of the Parties, and the Parties expressly disclaim any intent to benefit anyone not a party to this Agreement.
- K. Non-Exclusivity.** This Agreement is non-exclusive, and the Orleans Parish Sheriff's Office may provide services to other clients, subject to the City's approval of any potential conflicts with the performance of this Agreement, and the City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.
- L. Non-Solicitation Statement.** The Contractor has not employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Contractor has not paid nor 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 Agreement.
- M. 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 at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect nor constitute a waiver of either Party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.
- N. Ownership of Records.** Upon final payment, all data collected and all products of work prepared, created or modified by the Orleans Parish Sheriff's Office in the performance of this Agreement, including without limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings or other such material, regardless of form and whether finished or unfinished, but excluding the Orleans Parish Sheriff's Office personnel and administrative records and any tools, systems, and information used by the Orleans Parish Sheriff's Office to perform the services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, "Work Product") will be the exclusive property of the City, and the City will have all right, title and interest in any Work Product, including without limitation the right to secure and maintain any copyright, trademark, or patent of the Work Product in the City's name. No Work Product may be reproduced in any form without the City's express written consent. The City may use and distribute any Work Product for any purpose the City deems appropriate without the Orleans Parish Sheriff's Office's consent and for no additional consideration to the Orleans Parish Sheriff's Office.
- O. Prohibition of Financial Interest in Agreement.** No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or

implied knowledge of the Orleans Parish Sheriff's Office, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the Orleans Parish Sheriff's Office pursuant to this Agreement without regard to the Orleans Parish Sheriff's Office's otherwise satisfactory performance of the Agreement.

- P. Prohibition on Political Activity.** None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.
- Q. Severability.** Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law. If reformation is not possible, then the unenforceable provision shall be fully severable. The remaining provisions of the Agreement shall remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part of the Agreement.
- R. Survival of Certain Provisions.** All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, choice of law, insurance, and cost recovery shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.
- S. Terms Binding.** The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

#### **ARTICLE XII – COUNTERPARTS**

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

#### **ARTICLE XIII – 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 originally 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 THE NEXT PAGE]**

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

**IN WITNESS WHEREOF**, the City and the Orleans Parish Sheriff's Office, through their duly authorized representatives, execute this Agreement.

**CITY OF NEW ORLEANS**

**BY:** \_\_\_\_\_  
**HELENA N. MORENO, MAYOR**

Executed on this \_\_\_\_\_ of \_\_\_\_\_, 2026

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

**By:** \_\_\_\_\_  
**Printed Name:** \_\_\_\_\_

**NEW ORLEANS CITY COUNCIL**

**BY:** \_\_\_\_\_  
**CITY COUNCIL PRESIDENT**

**ORLEANS PARISH SHERIFF'S OFFICE**

**BY:** \_\_\_\_\_  
**SUSAN HUTSON, SHERIFF OF ORLEANS PARISH**

\_\_\_\_\_  
**FEDERAL TAX I.D.**

Calendar No. (Rev)  
(Exp)

Name Abby Vienne Ext. 84055  
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:** A motion adding the President of the City Council as a signatory to the Cooperative Endeavor Agreement between the City of New Orleans and the Orleans Parish Sheriff's Office; and authorizing the President of the Council to sign the Agreement.

1. Abigail Vienne, Abigail Vienne  
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: \_\_\_\_\_

2ND: \_\_\_\_\_

YEAS: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

RECUSED: \_\_\_\_\_

6. \_\_\_\_\_

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



**CONTRACT SUMMARY  
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL  
BEFORE SUBMISSION TO CLERK OF COUNCIL**

**Requesting Department or Agency:** \_\_\_\_\_

**Name of Contact Person:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Initials of Sponsoring Councilmember(s):** \_\_\_\_\_

**PROVIDE THE FOLLOWING CONTRACT DETAILS**

1. **The purpose and need for the contract:** \_\_\_\_\_

\_\_\_\_\_

2. **The parties involved:** \_\_\_\_\_

\_\_\_\_\_

3. **The obligations, expectations, and deliverables of the parties involved:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. **The duration of the contract:** \_\_\_\_\_

5. **The cost and any fiscal implications of the contract for the City:** \_\_\_\_\_

\_\_\_\_\_

6. **Describe disadvantaged business enterprise (DBE) participation:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_