

K21-582

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

**THE NEW ORLEANS REDEVELOPMENT AUTHORITY
IT SERVICES**

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “Agreement”) is made and entered into by, between and among the City of New Orleans, represented by LaToya Cantrell, Mayor (the “City”) and the New Orleans Redevelopment Authority, represented by Brenda M. Breaux, Executive Director (“NORA”). The City and NORA may be collectively referred to herein as the “Parties.” This Agreement will be effective as of March 20, 2020 (the “Effective Date”).

RECITALS

WHEREAS, NORA is a public body corporate and political, created pursuant to LA R.S. 33:4720.54, *et seq.*, and the resolution of the Council of the City evidenced by a certificate signed by the Mayor and Council and registered with the Secretary of State of Louisiana;

WHEREAS, pursuant 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, NORA’s mission is to eliminate and prevent the spread of slums and blight in the City of New Orleans; and

WHEREAS, the City and NORA desire to accomplish the valuable public purpose of working with the community to focus on housing, commercial development, and large scale neighborhood revitalization efforts by providing the basic Information Technology (“IT”) support required for NORA’s daily operations, including infrastructure, desktop support and application hosted as needed and mutually agreed upon by both Parties; and

WHEREAS, NORA will continue to provide the primary service of leadership in neighborhood revitalization and, may, as agreed upon by both Parties, provide payment for services rendered.

NOW THEREFORE, the City and the NORA, each having the authority to do so, agree as follows:

ARTICLE I - THE CITY'S OBLIGATIONS

A. Administration. The City will:

1. Administer this Agreement through the City's Information Technology and Innovation Department ("ITI" or the "Department");
2. Provide the Contractor with documents deemed reasonably necessary for the Contractor's performance of any work required under this Agreement, or as necessary for the Contractor to comply with its own audit and/or reporting requirements for this Agreement;
3. Provide access to Department personnel to discuss the required services during normal working hours, as requested by the Contractor;
4. Provide the Contractor with the services set forth in **Exhibit "A"**, which is attached and fully incorporated herein; and
5. Acknowledge and agree to adhere to the NORA Recovery Plan incorporated and attached separately as **Exhibit "B"**.

ARTICLE II - THE CONTRACTOR'S OBLIGATIONS

A. Administration. The Contractor will:

1. Notify the City's Chief Information Officer ("CIO") and the Chief Technology Officer ("CTO") prior to procuring or purchasing any technology, or entering into any informal or formal agreements regarding information technology ("IT");
2. Maintain compliance with City's data infrastructure, policy, and security at all times during this Agreement;
3. Immediately notify ITI of any suspected vulnerabilities or potential risk exposure;
4. Provide all data relative to NORA's Land Management Software ("LAMA") to improve the collaboration between City and NORA on property-related matters and enhance transparency throughout local government;
5. Provide the list of all properties and corresponding data from NORA's inventory of properties that are not under contract via NORA's Uncommitted Property Inventory;
6. Provide all data sets listing all properties sold by NORA through the following disposition channels, including: Auction (properties put up for auction and sold to the highest bidder); Development (properties offered via request for proposals to create affordable housing); Lot Next Door (properties sold to adjacent owners); and Alternate Land Use (properties sold for purposes of creating green space and used for activities such as community gardens);
7. Continue to support and provide open data for the public purposes, including, but not limited to, transparency, accountability, innovation, education, community engagement, and data preservation; and
8. Acknowledge and agree to adhere to the NORA Recovery Plan incorporated and attached separately as **Exhibit "B"**.

ARTICLE III – FUNDING OR COMPENSATION

A. **Maximum Amount from the City.** The maximum amount funded or payable by the City under this Agreement is \$0.

B. **Maximum Amount from NORA.** The maximum amount funded or payable by NORA under this Agreement is \$0.

C. **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 Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations.”

ARTICLE IV - DURATION AND TERMINATION

A. **Term.** The term of this agreement shall be for 1 year from the Effective Date through March 19, 2021.

B. **Extension.** The City can opt to extend the term of this Agreement provided that the City Council approves it as a multi-term cooperative endeavor agreement and that additional funding, if required, is allocated by the City Council.

C. **Termination for Convenience.** The City may terminate this Agreement at any time during the term of the Agreement by giving the Contractor written notice of the termination at least 30 calendar days before the intended date of termination.

D. **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, including without limitation any failure to comply with the requirements of the City’s Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. 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 30 days 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 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 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. Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the Contractor will maintain the following insurance in full force and effect for the duration of the work under this Agreement:

a. **Minimum Requirements:**

- i. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 or similar acceptable to the City on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury, abuse and molestation and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ii. **Workers' Compensation:** as required by the State of Louisiana, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$500,000 per accident for bodily injury or disease.
- iii. **Professional (Errors and Omissions) Liability Insurance:** Insurance appropriate to the Contractor's profession with limits of liability of not less than \$1,000,000 per occurrence or claim / \$1,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract.

The policy shall be amended to include independent contractors and volunteers providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six months.
- iv. **Cyber Insurance:** Insurance appropriate to the Contractor's profession, with limits not less than \$2,000,000 per occurrence or claim/ \$2,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this Contract/CEA and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy

violations including HIPAA, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security.

b. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. Additional Insured Status. The Contractor will provide, and maintain current, a Certificate of Insurance naming The City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as "Additional Insureds" on the CGL policy with respect to liability arising out of the performance of this agreement. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager as Certificateholder and be delivered via U.S. Mail to 1300 Perdido Street, 9E06—City Hall, New Orleans, LA 70112.
- ii. Primary Coverage. For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Contractor's coverage.
- iii. Claims Made Policies. If applicable, the retroactive date must be shown and must be before the date of the Agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Contractor must purchase "extended reporting" coverage for minimum of 5 years after the termination of this agreement.
- iv. Waiver of Subrogation. The Contractor and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this Agreement.
- v. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with prior notice to the City of no less than 30 days.
- vi. Acceptability of Insurers. Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

B. The Contractor will provide the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112) within 10 calendar days of the Effective Date and at any other time at the City's request the following documents:

- a. Proof of coverage for each policy of insurance required by this Agreement; and
 - b. Copy of the fully executed Agreement.
- C. Without notice from the City, the Contractor will:
- a. Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement;
 - b. Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement; and
 - c. Notify the City's Risk Manager in writing within 48 hours of its receipt of any notice of non-renewal, cancellation, or reduction in coverage or limits affecting any policy of insurance maintained under this Agreement.

ARTICLE VII - PERFORMANCE MEASURES

A. **Factors.** The City will measure the performance of the Contractor 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 Contractor fails to perform according to the Agreement, the City will notify the Contractor. If there is a continued lack of performance after notification, the City may declare the Contractor 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 Contractor (1) will not be discriminate against any employee or applicant for employment because of race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Contractor'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.

B. **Non-Discrimination.** In the performance of this Agreement, the Contractor 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 Contractor in any of Contractor'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 Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. Incorporation into Subcontracts. The Contractor 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.

D. The City may terminate this Agreement for cause if the Contractor 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 Contractor 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.

B. Exclusion of Worker's Compensation Coverage. The City will not be liable to the Contractor, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Contractor will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. Exclusion of Unemployment Compensation Coverage. The Contractor, as an independent contractor, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(E) and neither the Contractor nor anyone employed 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 Contractor 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 Contractor are outside the normal course and scope of the City's usual business; and (c) the Contractor has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. Waiver of Benefits. The Contractor, as an independent contractor, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or 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:

Kimberly W. LaGrue, Chief Information Officer
City of New Orleans
1300 Perdido Street, Suite 3E05
New Orleans, LA 70112

&

Sunni J. LeBeouf, City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

2. To the Contractor:

Brenda M. Breaux, Executive Director
1409 Oretha Castle Haley Blvd.
New Orleans, LA 70113

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 is deemed received as of the date of the first attempted delivery.

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

ARTICLE XI - ADDITIONAL PROVISIONS

A. Amendment. No amendment of 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 Contractor's interest in it are not assignable or transferable without the City's prior written consent.

C. Audit and Other Oversight. If applicable, the Contractor will abide by all provisions of City Code § 2-1120, including without limitation City Code § 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests is a material breach of the Agreement. In signing this Agreement, the Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

D. 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.

E. Compliance with the City's Hiring Requirements – Ban the Box. (i) The Contractor agrees to adhere to the City's hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, Contractor must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary. (ii) Failure to maintain compliance with the City's hiring requirements throughout the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of any such breach, the City will provide the Contractor notice of noncompliance and allow Contractor thirty (30) days to come into

compliance. If, after providing notice and thirty (30) days to cure, the Contractor remains noncompliant, the City may move to suspend payments to Contractor, void the Agreement, or take any such legal action permitted by law or this Agreement. (iii) This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and the remaining provisions of the Agreement will remain in full force and effect. (iv) The Contractor 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.

F. Conflicting Employment. To ensure that the Contractor's efforts do not conflict with the City's interests, and in recognition of the Contractor's obligations to the City, the Contractor will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The Contractor will promptly notify the City in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Contractor's performance of this Agreement. The City will make the final determination whether the Contractor may accept the other employment.

G. 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 Contractor 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 gender.

H. 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.

I. Exhibits. The following exhibits will be and are incorporated into this Agreement: Exhibit A; Exhibit B.

J. Jurisdiction. The Contractor 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 Contractor.

K. 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.

L. No Third Party Beneficiaries. 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.

M. Non-Exclusivity. This Agreement is non-exclusive and the Contractor 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.

N. **Non-Solicitation Statement.** The Contractor has not employed or 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 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 Agreement.

O. **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 or 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.

P. **Order of Documents.** In the event of any conflict between the provisions of this Agreement and any incorporated documents, the terms and conditions of the documents will apply in this order: the Agreement; Exhibit A; Exhibit B.

Q. **Ownership Interest Disclosure.** The Contractor will provide the City with a sworn affidavit listing all natural or artificial persons with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavit, the City may, after 30 days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

R. **Ownership of Records.** Upon final payment, all data collected and all products of work prepared, created or modified by the Contractor 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 Contractor's personnel and administrative records and any tools, systems, and information used by the Contractor 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 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 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 Contractor's consent and for no additional consideration to the Contractor.

S. **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 Contractor, 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 Contractor pursuant to this Agreement without regard to the Contractor's otherwise

satisfactory performance of the Agreement.

T. **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.

U. **Remedies Cumulative.** No remedy set forth in the Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

V. **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 or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

W. **Survival of Certain Provisions.** All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

X. **Terms Binding.** The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

ARTICLE XIII – 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 XIV - ELECTRONIC SIGNATURE AND DELIVERY

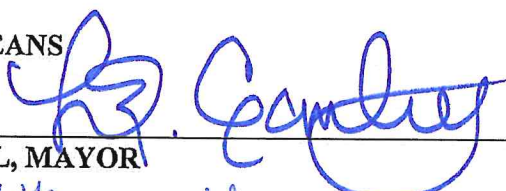
The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to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

[The remainder of this page is intentionally left blank]

[SIGNATURES CONTAINED ON NEXT PAGE]

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

CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 17th of May, 2021.

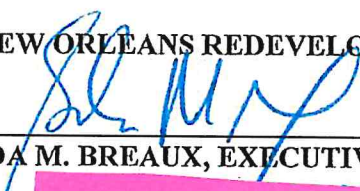
FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Tyler

THE NEW ORLEANS REDEVELOPMENT AUTHORITY

BY: 
BRENDA M. BREAU, EXECUTIVE DIRECTOR

TAX I.D. 

[EXHIBIT A CONTAINED ON THE NEXT PAGE]

EXHIBIT "A"

Services Provided by ITI

311 Call Center Support: Provide support for the 311 Call Center, which is the non-emergency information line for City services and the contact number for the Mayor's Office of Public Advocacy.

Business Analytics/Business Intelligence: Provide ad hoc reports and self-service reporting services from various applications, as mutually agreed upon by the Parties.

Geographic Information System (GIS) Services: Provide GIS solutions that include: GIS consultations, GIS data, training, and analysis.

IT Project Management: Provide IT Project Management services, including, but not limited to, timely application of system and software updates.

Training: Provide training to NORA on the technical or functional use of any newly acquired application(s), which were purchased or procured after conferring with the City.

Web Services: Provide web services including, web application development, website development, simple content web updates, and website update training.

Enterprise Security

Business Continuity and Disaster Recovery Services: Help ensure that NORA has continuity of business during disruptive events; provide storage backup and perform data backups consistent with the City's standard practices and protocols. ITI will provide quarterly verifications to NORA upon request, confirming that NORA's information can be restored.

- ITI's sequence in the City's recovery of system operations in connection with the re-establishment of business continuity for NORA operations is as follows:
 - ITI will oversee the City's recovery operations after a critical event. ITI's designated representative will work with NORA to ensure NORA's continuity of business operation after a critical event; and
 - ITI will implement its Recovery Operations Plan within 24-48 hours of the occurrence of a critical event; a copy of which is attached to this Agreement as Exhibit "B" and made part hereof.

Enterprise Network Security: Provide antivirus software, E-mail spam/virus filtering, E-mail encryption, Intrusion detection, Intrusion prevention, Firewall, Proxy services, Computer password controls, Security policies and procedures, and Enterprise Secure Web Filtering, as deemed reasonably necessary by the City in order to remain consistent with the City's standard practices and protocols and align with best practices.

Remote Access VPN Account: Provide a Remote Access VPN Account that will allow network access from a remote location.

User Account Creation and Maintenance: Create, maintain, and delete user accounts

that grant access to the application or server upon NORA's reasonable request.

Hardware/Software Support

Computer (Desktop/Laptop) Installation: Install new or replacement computer hardware, which were purchased or procured after conferring with the City.

Printing Services: Install and troubleshoot NORA's printers and computers.

Service Desk Support: Continue to offer the City's Service Desk as the single point of contact for IT support; including, but not limited to, hardware and software questions, technology consulting, installations, networking, network connection requests, mobile devices and general technology troubleshooting.

Network Services

General Network Services: Provide network services that include: Local Area Network ("LAN"), Internet content filtering, Special Access/Permissions, and additional connections to the network. Additionally, ITI will work with NORA to help identify critical networks for NORA i.e. NWS LOGOS, LAMA, and other necessary networks.

Internet Service Provider: Provide internet services that include reasonable and equitable internet bandwidth and access capability to and from the City's backbone to the Internet.

Wireless Network Access: Provide wireless network access for laptops and mobile devices.

Voice Services: Provide voice services that include: installation, moves, additions and modifications to existing voice lines, voicemail, conference calls and fax lines.

Systems Support

Application Hosting: Provide hardware, server software, resources and on-going support.

Application Support: Provide support for an application as indicated by the signee. The application may or may not be hosted by ITI.

Database Support: Provide SQL database support services that include database development, maintenance, system support and monitoring, backup and recovery, and replication.

Storage: Provide secure server storage space for the department use.

Troubleshooting: LAMA is a critical software to NORA's operations and a NORA employee with super user privileges takes part in weekly meetings with the City's ITI department to troubleshoot any maintenance issues with that software.

EXHIBIT "B"

Attached Separately

END OF AGREEMENT

City of New Orleans
Information Technology and Innovation
NORA Recovery Plan – 2020

The City of New Orleans uses national best practices to develop and implement information technology disaster recovery planning. As such, the City's Office of Information Technology and Innovation uses a tiered priority system to determine which data and applications are staged, recovered and brought back into production safely and sustainably.

As we are charged with protecting and preserving all City data, all City data sources, including data from the New Orleans Redevelopment Authority (NORA) is preserved on site as well as at a Tier 3 offsite data center, VENYU, located near Baton Rouge, Louisiana.

ITI provides operational and disaster recovery support for enterprise-wide services to City agencies as well as several NORA agency-specific applications. These include:

Application	Priority Tier	Ownership/Category
• Network Connectivity	0	Enterprise
• Active Directory	0	Enterprise
• Internet	0	Enterprise
• Phone/Voice	0	Enterprise
• Email	1	Enterprise
• Secure Auth - 2 factor authentication	1	Enterprise
• VPN	1	Enterprise
• Infor ERP (BRASS)	2	Enterprise
• GIS (including Common Operational Picture, FirstWatch)	2	Enterprise
• Networked Print Services	3	Enterprise
• LAMA	3	Enterprise
• Service Desk Plus	4	ITI
• WebEX	2	Enterprise
• Iberia Bank Connection	2	NORA
• Tyler/New World ERP	2	NORA
• Badge Access Control	1	Homeland Security

The services listed above are listed in order of recovery priority, based on dependencies with basic IT operations and City strategic needs in the wake of disaster recovery. All data and applications are backed up at VENYU.