K21-638

COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
ORLEANS PARISH DISTRICT ATTORNEY'S OFFICE
PROSECUTOR-LED DIVERSION ENHANCEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "**Agreement**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Orleans Parish District Attorney's Office, represented by District Attorney Jason Williams,(the "**OPDA**"). The City and the Contractor may sometimes be collectively referred to as the "**Parties.**" The Agreement is effective as of January 1, 2021 (the "**Effective Date**").

RECITALS

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

WHEREAS, the OPDA is a political subdivision of the State of Louisiana and its principal address is located at 619 South White St. New Orleans, LA 70119;

WHEREAS, pursuant to Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, and Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with the State of Louisiana, its political subdivisions and corporations, the United States and its agencies, and any public or private corporation, association, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes;

WHEREAS, the City of New Orleans is the recipient of a grant from the John D. and Catherine T. MacArthur Foundation (the "**Grant**") to participate in the Safety and Justice Challenge (the "**SJC**"), the goal of which is to safely reduce the use of local incarceration and address racial and ethnic disparities in the criminal justice system;

WHEREAS, the OPDA operates a diversion program, or any other program, designed to provide an alternative to traditional prosecution and sentencing, and to also provide tailored, effective resources and rehabilitative programming to appropriate offenders in an effort to decrease the likelihood of reoffending;

WHEREAS, the Diversion Program was enhanced in early 2019 to expand eligibility to "higher -risk" individuals in the "Red Track and Green Track"; who would have previously been excluded on the basis of prior convictions, current charge seriousness, probation and parole supervision, and other factors;

WHEREAS, the City and OPDA desire to reduce the local jail population through the reduction goals of the Grant, which can be advanced by continually assessing the incarcerated population to identify and screen incarcerated individuals who would be eligible for diversion programs and any other such programs identified to reduce the jail population;

WHEREAS, both parties agree that in order to maximize the impact on the jail population, diversion participation should be offered to incarcerated individuals as soon as possible following their arrest; and

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

ARTICLE I - THE OPDA OBLIGATIONS

A. ***Services.*** The OPDA will:

1. Maintain program and fiscal standards for a diversion program that will offer diversion, or other options, to individuals housed in the Orleans Justice Center (OJC) in lieu of prosecution.

2. Maintain monthly time sheets signed by each employee funded by this program indicating the percentage of their time spent supporting this initiative.

3. Screen defendants in the custody of the Orleans Parish Sheriff's Office to identify individuals eligible for diversion, or any other program that will reduce the jail population.

4. Offer diversion participation to in-custody defendants at the earliest possible time with the goal of specifically reducing pretrial detention.

5. Ensure that staff funded under this Agreement will prioritize enrolling pre-plea, pre-sentence in custody defendants in diversion options, and post-plea, pre-sentence defendants identified as likely to receive a state prison sentence.

6. Explicitly define the criteria used to determine whether defendants are offered a type of diversion option. OPDA further agrees to furnish these criteria to the City within 120 days of the effective date of this agreement.

7. Commit to advising defense counsel in cases where the participant is struggling with compliance to enlist assistance with bringing clients back into compliance.

8. Share noncompliance with defense counsel.

9. Ensure that no communication between investigative services and the defendant is shared with the OPDA for the purpose of prosecution of the defendant.

10. Engage stakeholders, including judges, community, and defenders, in program development.

11. Alert diversion program participants when they are on track to fail the diversion program, or any other program designed to reduce jail stays, in instances including, but not limited to:

a. Upcoming appointment reminders

12. Send representative to each Jail Population Management Subcommittee held during the lifetime of this agreement for the purpose of providing information on the progress and outcomes of this project.

B. **Invoices.** The OPDA will:

1. Submit monthly invoices for work performed under this agreement to the City no later than 10 calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include a detailed statement for the reporting period, including a) number of hours each relevant staff member worked.
2. All invoices must be signed by an authorized representative of the OPDA under penalty of perjury attesting to the validity and accuracy of the invoice.
3. The City may require changes to the form of the invoice and may require additional supporting documentation to the submitted with invoices.

C. **Program Reports to the City.** Contingent on the receipt of the necessary agency data, the OPDA will compile and provide to the City monthly statistics on diversion operations including the following data points:

a. Diversion Participants:

i. OPDA will track the number of defendants who were offered diversion and their reason for refusing the program.

ii. OPDA will track the following information for each participant:

1. Magistrate #;
2. Diversion or Program enrollment type – pre plea / post plea/ restorative justice, etc.
3. Case management options
4. Case management appointment dates
5. Date eligibility screening begins
6. Date of eligibility determination
7. Outcome of eligibility determination
8. Date of failure (if applicable)
9. Reason for failure (if applicable)
10. Date of completion (if applicable)

a. **Compliance with laws.** OPDA agrees to confirm to applicable statutes, regulations, and standards regarding the security, confidentiality, and accuracy of its records.

b. **Fiscal reports.** The OPDA will provide all required fiscal reports, invoices, and supporting financial documentation as requested by the City.

D. Site Visits

a. The City may at its discretion conduct on-site monitoring visits. The OPDA agrees to allow the City to interview any employee funded by this program and view any documents related to this program during the course of the site visit.

ARTICLE II - THE CITY'S OBLIGATIONS

A. ***Administration***. The City will:

1. Administer this Agreement through the Office of Criminal Justice Coordination ("**OCJC**" or the "**Department**"); and

2. Provide funding to the OPDA for the oversight and operation of a pre-plea diversion program subject to, and contingent upon, the allocation of funds by the New Orleans City Council;

ARTICLE III – FUNDING

A. ***Maximum Amount***. The maximum amount funded by the City under this Agreement is $224,249.00.

B. The City will pay the OPDA through reimbursement for services based on the submission of invoices with supporting documentation within two weeks of the last workday of each of the following six months of 2021: January, March, May, July, September, and November. Payment of approved invoices shall be made within two weeks of receipt.

C. Invoices submitted by the OPDA shall include the following information and supporting documentation:

1. An itemized report indicating the number of hours and the rate of compensation for all personnel listed on invoices;
2. Job descriptions and duties for personnel listed for compensation on invoices;
3. Supporting documentation for all non-personnel expenses;
4. Under the invoice category "Other than Personnel Costs," identification of any consultancy services being billed, the consultant's duties, and the compensatory rate.

D. If sufficient City funds are not made available for New Orleans Pretrial Services' Operations through the end of 2021, the OPDA's obligations under this agreement will terminate when City funds are exhausted.

ARTICLE IV - DURATION AND TERMINATION

A. ***Term***. This Agreement shall commence on the Effective Date and shall end on December 31, 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 or the OPDA may terminate this Agreement at any time during the term of the Agreement by giving the other written notice of the termination at least 30 calendar days before the intendent date of termination.

D. ***Termination for Cause.*** The City or the OPDA may terminate this Agreement immediately for cause by sending written notice to the other. "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.

E. ***Termination for Non-Appropriation.*** This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

ARTICLE V – INDEMNITY

A. ***In General.*** To the fullest extent permitted by law, the OPDA 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 OPDA, 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 OPDA in connection with the performance of work under this Agreement.

B. ***Limitation.*** The OPDA'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 OPDA nor any of its agents or employees contributed to such gross negligence or willful misconduct.

C. ***Independent Duty.*** The OPDA 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 OPDA, the OPDA 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. The Louisiana OPDA shall be fully and adequately insured for the injury of its employees. The City, its elected and appointed officials, boards, commissions, agents, directors, servants, employees, and volunteers shall be named as Additional Insureds and provided a Waiver of Subrogation in their favor of the City. A copy of the OPDS's Certificate of Insurance evidencing these coverages shall be provided to the City's Risk Manager within ten (10) days after signing this Agreement.

B. ***Self-insurance.*** The previous paragraph notwithstanding, the City acknowledges and accepts that the OPDA may maintain a self-insurance program(s) as satisfactory evidence of the coverages, limits, terms, and conditions required by this Agreement. A written or attestation from the OPDA regarding the self-insurance program(s) shall meet the requirements of producing a Certificate of Insurance as provided in this Agreement.

C. ***Contractor's Insurance.*** The OPDA agrees to and shall require in any Project-related contracts for the City to be provided with the same rights, benefits, and privileges as provided to the OPDA by its contractors or subcontractors, including, without limitation, such rights, benefits, and privileges to: Additional Insured Status; Primary Coverage; Waiver of Subrogation; Non-Contributory; Notice of Cancellation; and Indemnification.

ARTICLE VII - PERFORMANCE MEASURES

A. ***Factors.*** The City will measure the performance of the OPDA 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 OPDA fails to perform according to the Agreement, the City will notify the OPDA. If there is a continued lack of performance after notification, the City may declare the OPDA 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- LIVING WAGES

A. ***Definitions.*** Unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.

B. ***Compliance.*** To the fullest extent permitted by law, the Contractor agrees to abide by City Code Sections 70-801, *et seq.*, which requires, in pertinent part, the following:

1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code (**"Living Wage"**);
2. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and
3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.

H. ***Remedies***. If the Contractor fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.

ARTICLE IX – HIRENOLA PROGRAM

The OPDA agrees to abide by City Code sections 70-496, *et seq.*, to demonstrate good faith efforts to fully carry out the applicable requirements of the HireNOLA Program as defined in the City Code. If the OPDA fails to comply with the requirements of the HireNOLA Program during the term of the Agreement, said failure may result in termination of the Agreement or pursuit of other remedies.

ARTICLE X - NON-DISCRIMINATION

A. ***Equal Employment Opportunity***. In all hiring or employment made possible by, or resulting from this Agreement, the OPDA (1) will not be discriminate against any employee or applicant for employment because of race, color, religion, 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 their race, color, religion, 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, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. ***Non-Discrimination***. In the performance of this Agreement, the OPDA 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 OPDA in any of OPDA'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 OPDA 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 OPDA 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 OPDA fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

C. ***Current Living Wage***. In accordance with the Living Wage Ordinance, the current Living Wage per the Consumer Price Index data is equal to $11.19. The Contractor shall be responsible for confirming the Current Living Wage by visiting https://www.nola.gov/economic-development/workforce-development/.

D. ***Adjusted Living Wage***. In accordance with Section 70-806(2) of the City Code, the Contractor acknowledges and agrees that the Living Wage may be increased during the term of the Agreement. Any City contract or City financial assistance agreement (a) extending from one calendar year into the next or (b) with a term of longer than one year, inclusive of any renewal terms or extensions, shall require the Covered Employer to pay the Covered Employee an Adjusted Living Wage, accounting for the annual Consumer Price Index adjustment. The indexing adjustment shall occur each year on July 1st using the Consumer Price Index figures provided for the calendar year ended December 31st of the preceding year, and thereafter on an annual basis.

E. ***Subcontract Requirements***. As required by Section 70-804 of the City Code, the Contractor, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall notify subcontractors in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance ("**Article**"). City contractors and beneficiaries shall be deemed responsible for violations of this Article by their subcontractors.

F. ***Reporting***. On or before January 31st and upon request by the City, the Contractor shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the then-prevailing wage during the current term of the Agreement, and provide the identified information to the following:

Office of Workforce Development
Living Wage - Compliance
1340 Poydras Street – Suite 1800
New Orleans, Louisiana 70112

G. ***Compliance Monitoring***. Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (the "**OWD**") and/or the Chief Administrative Office ("**CAO**"). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Contractor will cooperate fully with the OWD and the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Contractor agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, payroll records and employee paychecks; and (ii) that the City may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

ARTICLE XI – 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 Contractor 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.***

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:
   a. 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 Contractor 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
   b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to Contractor and without any further compensation due.
2. 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 XII- 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:

   Commissioner of the Office of Criminal Justice Coordination

City of New Orleans
1300 Perdido Street, Suite 8W03
New Orleans, LA 70112

&

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

2. To the Contractor:
District Attorney Jason Williams
Orleans Parish District Attorney
619 South White 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 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 XIII - 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 OPDA's interest in it are not assignable or 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. ***Compliance with City's Hiring Requirements - Ban the Box***.

1. 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.

2. 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 30 days to come into compliance. If, after providing notice and 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.

3. 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.

4. 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.

E. ***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 OPDA 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.

F. ***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.

G. ***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.

H. ***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.

I. ***Non-Waiver***. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party 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.

J. ***Ownership of Records***. The parties agree that any rights related to the work performed by the OPDA in connection with the Agreement, including all data collected, notes, tables, graphs, reports, documents, materials and content that the OPDA has produced and uses and distributes (collectively, "Work product,), and all computer systems created, configured or used to produce the Work product shall be the sole and exclusive property of the OPDA. The OPDA agrees to give the City the right to use information provided to it under this Agreement for any purpose the City deems appropriate, at no additional cost to the OPDA. The City may retain all Work Product is has received under this Agreement beyond the term of the Agreement.

K. ***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 OPDA, 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 OPDA pursuant to this Agreement without regard to the OPDA's otherwise satisfactory performance of the Agreement.

L. ***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.

M. ***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.

N. ***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.

O. ***Survival of Certain Provisions.*** All representations and warranties and all responsibilities regarding record retention, access and ownership, cooperation with any Office of the Inspector General investigations, and payment for services rendered shall survive termination of this Agreement and continue in full force and effect.

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 OPDA, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: L. Cantrell

LATOYA CANTRELL, MAYOR

Executed on this 17TH of JUNE, 2021

FORM AND LEGALITY APPROVED:

Law Department

By: D. Tyler

Printed Name: D. Tracy Tyler

THE ORLEANS PARISH DISTRICT ATTORNEY'S OFFICE

BY: ______________________

JASON WILLIAMS, DISTRICT ATTORNEY