

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
ORLEANS PARISH SHERIFF'S OFFICE**

THIS COOPERATIVE ENDEAVOR AGREEMENT ("Agreement") is made and entered into by and between the City of New Orleans ("City"), herein represented by Mayor Mitchell J. Landrieu, hereunto duly authorized, and the Orleans Parish Sheriff's Office ("OPSO"), herein represented by Marlin N. Gusman, its Sheriff, hereunto duly authorized, to be effective as of the 15th day of October, 2010.

RECITALS

WHEREAS, City is a local government subdivision of the State of Louisiana; and

WHEREAS, the OPSO is a local government subdivision domiciled in the Parish of Orleans, State of Louisiana; and

WHEREAS, pursuant to the authority contained in Article 7, Section 14 (C) of the Louisiana Constitution of 1974, and statutory authority supplemental thereto, the State of Louisiana and its political subdivisions, including City, may enter into cooperative endeavors with each other, or with any public or private corporation or individual; and further, pursuant to Section 9-314 of the Home Rule Charter of the City of New Orleans, City may enter into cooperative endeavors with any public or private association, corporation or individual for activities in support of economic growth and other public purposes; and

WHEREAS, the OPSO operates jail facilities providing for the care, custody, and control of incarcerated subjects in Orleans Parish (collectively "OPSO Activities"); and

WHEREAS, a component of the services provided by the OPSO include the utilization/implementation of electronic monitoring processes and policies as a tool to aid in the enforcement of court mandates, court appearances and rules of release for individual defendants adjudged guilty by courts of competent jurisdiction; and

WHEREAS, a cooperative effort between City and the OPSO to reduce the jail population and, thereby the capital expenditures of the City relative to housing inmates, will accomplish a valued public purpose by tremendously reducing the City's economic burden and realigning the financial responsibility for shelter and care to the party adjudged responsible.

NOW THEREFORE, City and the OPSO agree as follows:

**ARTICLE I
SERVICES**

Section 1. Services to be Performed by the OPSO. The OPSO shall perform each of the services as set forth in this Article (collectively, the "Services"):

- A. Develop, institute and implement an Electronic Monitoring Program (hereinafter, "EMP");
- B. Establish and outline written EMP policies and procedures. Conduct a feasibility study relative to the purchase/lease of required equipment;
- C. Memorialize EMP policies and procedures in a format to be promulgated to citizens and other stakeholders as requested/required. Stakeholders requiring a written copy are at a minimum the following:
Deputy Mayor for Public Safety
New Orleans City Attorney
New Orleans CAO
New Orleans Police Department
All courts using the EMP
Office of Inspector General;
- D. Coordinate with the appropriate courts to determine which inmates will participate in the EMP in accordance with established guidelines and procedures;
- E. Supervise the inmates selected for participation in the program, and;
- F. Cooperate with City and any other contractors providing services to City as needed.

Section 2. Standard of Care. The OPSO hereby represents and warrants that it has the requisite skills and expertise necessary to perform the Services. Accordingly, the OPSO shall be obligated to perform such Services with the same degree of care, skill and diligence as would be ordinarily exercised by a competent practitioner of the same profession in which the OPSO is engaged in providing similar services in major United States metropolitan areas under the same or similar circumstances. The OPSO acknowledges and agrees that, at City's option, the OPSO shall be obligated to re-perform, at no additional cost to City, any or all of the Services that fail to satisfy the foregoing standard of care.

Section 3. Services to be Performed by City. City shall perform each of the following Services as set forth in this Article:

- A. Provide administration of the Agreement through the City's Deputy Mayor for Public Safety;
- B. Provide agreed upon compensation to facilitate the implementation and continuation of the EMP according to terms outlined in Article II of this Agreement; and
- C. Provide access to all personnel and records deemed necessary for the performance of the Services by the OPSO.

Section 4. Representations and Warranties of the OPSO. The OPSO represents and warrants that:

- A. The OPSO has not employed or retained any entity or person, other than a bona fide employee working solely for the OPSO, to solicit or secure this Agreement nor has the OPSO paid or agreed to pay any entity or person, other than a bona fide employee, any gift, commission, percentage, brokerage or any other such fee for the purpose of assisting the OPSO in securing this Agreement. The OPSO acknowledges its understanding that any gifts made or fees paid in contravention of this representation and warranty shall be considered bribery pursuant to City Code Section 70-509 and shall subject the offender to criminal penalties in addition to suspension from participation in City contracting for a period of not less than three (3) years. The execution of this Agreement by the OPSO's duly authorized representative shall be deemed a sworn statement by the OPSO of its compliance with this representation and warranty, as required by City Code Section 46-51;
- B. The OPSO, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement and, as such, this Agreement is legally binding upon and enforceable against the OPSO in accordance with its terms;
- C. The OPSO is not under any obligation to any other party that would be inconsistent with or in conflict with this Agreement or that would prevent, limit or impair in any way its performance of any obligations hereunder;
- D. The OPSO has the requisite expertise, qualifications, staff, materials and equipment in place and available to enable it to fully perform the Services and the OPSO, along with its employees, as required, and all contractors and subcontractors, if any and as required, possess all necessary permits, licenses, consents, registrations and/or certifications required under federal, state and/or local law to perform the Services;
- E. As of the Effective Date of this Agreement, the OPSO has no knowledge of any undisclosed fact that could materially adversely affect its condition (financial or otherwise), business operations or its ability to fulfill its obligations under this Agreement;
- F. The OPSO is not in breach of any federal, state or local statute or regulation applicable to the OPSO or its operations;
- G. The OPSO's work shall be accurate and free from any material errors. The OPSO's duties as set forth in this Agreement shall at no time be in any way diminished by reason of any approval by City nor shall the OPSO be released from liability by reason of such approval by City—it being understood that City, at all times, is ultimately relying upon the OPSO's skill and knowledge in performing the Services;
- H. The OPSO is bonded, if required by law, and fully and adequately insured to for the injury of its employees and any others incurring loss or injury as a result of the

actions of the OPSO or its employees, consultants, contractors, or subcontractors in the performance of its obligations under this Agreement;

- I. The OPSO shall, at its own expense, maintain and keep enforce insurance necessary to protect it and the City from any liability or any claims for personal injuries, sickness, disease or death, bodily injury, property damages, public and private; and
- J. The OPSO has read and fully understands the terms, covenants and conditions set forth in this Agreement and is executing the same willingly and voluntarily of its own volition.

Section 5. Reliance on Representations, Warranties and Covenants. All representations, warranties, covenants and agreements made in this Agreement are intended to material and shall be conclusively deemed to have been relied upon by the receiving party.

ARTICLE II COMPENSATION

Section 1. Rate of Compensation. City shall compensate the OPSO for the performance of the Services per EMP participant based on a daily monitoring rate. The cost for Juvenile participants shall be a rate of \$14.75 per day. The cost for all other EMP participants shall be a rate of \$13.25 per day. City shall not be liable for any other costs or expenses paid or incurred by the OPSO in the performance of the Services, unless specifically agreed to in writing.

Section 2. Detailed Invoice. As a prerequisite to payment, the OPSO shall submit to City a detailed invoice describing in detail, at a minimum, the Services performed.

Section 3. Maximum Compensation; Subject to Appropriation. City's obligation to compensate the OPSO hereunder shall not at any time exceed the maximum compensation, in the aggregate, of Fifty Thousand Dollars and no Cents (\$50,000.00) per month. Further, all compensation owed the OPSO pursuant to this Agreement is contingent upon the appropriation and allocation of funds by City.

Section 4. No Payment for Services Beyond Scope of Agreement. Except as may be provided by laws governing emergency procedures, officers and employees of City are not authorized to request the OPSO to provide additional services that would result in the performance of services beyond the scope set forth in Article I, unless this Agreement has been amended in accordance with the terms of this Agreement to authorize such additional services and/or expenditures. City shall not be required to reimburse the OPSO for any services that are provided by the OPSO that are beyond the scope of this Agreement, in the absence of a duly authorized executed amendment hereto.

Section 5. No Payments in Excess of Delineated Rate of Compensation. Officers and employees of City are not authorized to offer or promise to the OPSO additional funding for the contract in excess of the funding set forth above. Additional funding for Services provided under this Agreement requires an amendment of this Agreement in accordance with the terms hereof. Absent the prior duly authorized amendment of this Agreement,

City shall not be required to honor—and will not remit to the OPSO — any offered or promised additional funding for any of the Services performed pursuant to this Agreement in excess of the amounts set forth herein.

ARTICLE III TERM

Section 1. Initial Term. This Agreement shall commence on the Effective Date and shall continue for a period of twelve (12) months, ending on October 14, 2011. It is understood and acknowledged by the OPSO that the Services described above are expected to be completed within this time period.

Section 2. Renewal. At the option of City, this Agreement may be renewed on an annual basis for no longer than five (5) one-year periods, provided that (A) additional funding, if required, is allocated by City and incorporated herein by a duly authorized amendment to this Agreement and (B) the renewal of this Agreement will facilitate the continuity of the Services described herein.

ARTICLE IV NON-DISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The OPSO Shall Not Discriminate. In the performance of this Agreement, the OPSO agrees not to discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV-status against (A) any employee of or any City employee working with the OPSO in any of the OPSO's operations within Orleans Parish or (B) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the OPSO. The OPSO agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

Section 2. Equal Employment Opportunity. The OPSO further agrees not to discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV-status against any applicant for employment with the OPSO. Further, the OPSO agrees to take affirmative action to ensure that that the applicants are considered for employment and that employees are treated during employment without unlawful regard to such person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV-status. Such action shall include, without limitation, the following areas: employment, promotion, demotion, transfer or layoff; recruitment or recruitment compensation; and selection for training. The OPSO agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Further, the OPSO agrees all solicitations or advertisements for employees placed by or on behalf of the OPSO shall state that all

qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

Section 3. Subcontracts. The OPSO shall incorporate by reference in all subcontracts the provisions of this Article and shall require all subcontractors to comply with such provisions. The OPSO's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

ARTICLE V INDEMNIFICATION

Section 1. Duty to Indemnify City Against Loss. To the fullest extent permitted by law, the OPSO shall protect, defend, indemnify and hold harmless City, its agents, elected and appointed officials, Boards, Commissions, and employees (collectively, the "Indemnified Parties") from and against any and all claims, actions damages, expenses, liabilities, losses (including, without limitation, economic losses) and costs, arising out of or related to (a) any actual or alleged act, misconduct or omission in the performance of the Services by the OPSO or any subcontractor or (b) any act outside the scope of the Services by the OPSO or any subcontractor. By way of illustration—not limitation, the OPSO's obligation to indemnify City shall extend to the following, provided that such claims arise out of or relate to the performance of the Services by the OPSO: (i) personal injury claims, (ii) property damage or loss claims, (iii) fines or sanctions resulting from violations of any law, statute, ordinance, governmental order, rule, regulation or intellectual property rights by the OPSO and (iv) liens, claims or actions made by the OPSO, any subcontractor or any employees thereof under workers compensation acts, disability benefits acts, other employee benefit acts or any statutory bar.

Section 2. Limit on Duty to Indemnify. Notwithstanding anything to the contrary herein, the OPSO shall not be required to indemnify the Indemnified Parties for any loss that results from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that the OPSO or any subcontractor did not contribute to such gross negligence or willful misconduct.

Section 3. Independent Duty to Defend. The OPSO specifically acknowledges and agrees that it has an immediate and independent obligation to, at City's option, (a) defend City from or (b) reimburse City for its costs incurred in the defense of: any claim or demand that actually or potentially falls within this Article V, even if the allegations are or may be groundless, false or fraudulent. This obligation shall remain in full force and effect even if the OPSO is ultimately absolved from liability.

Section 4. Expenses. All expenses, including, without limitation, reasonable attorney fees, incurred by City in enforcing this Agreement shall be borne by the OPSO.

ARTICLE VI INDEPENDENT CONTRACTOR STATUS

City is interested only in the results obtained under this Agreement. With regard to the OPSO's performance of the Services, nothing herein shall be construed as giving City control over (a) the manner or method of the OPSO's performance or (b) the professional

judgment of the OPSO with respect such performance. City waives any rights to direct, instruct or control the OPSO as to the manner in which the OPSO achieves the general and specific objectives, except that the OPSO agrees to perform the Services in a manner designed to minimize delay, duplication of efforts, redundancy and expenses, including, without limitation, the OPSO's compensation. In sum, the OPSO agrees and shall be obligated to perform the Services in the most expeditious and economical manner consistent with the interests of City.

ARTICLE VII GOVERNING LAW, JURISDICTION AND VENUE

Section 1. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Louisiana, excepting its conflict of laws provisions.

Section 2. Exclusive Jurisdiction and Venue. For all claims arising out of or related to this Agreement, the OPSO hereby consents and yields to the exclusive jurisdiction and venue of the Civil District Court for the Parish of Orleans.

ARTICLE VIII RETENTION, ACCESS AND OWNERSHIP OF RECORDS

Section 1. Retention. The OPSO agrees to keep all such business records related to, or arising out of, this Agreement as would be kept by a reasonably prudent practitioner of the OPSO's profession for a period of six (6) years after the termination of this Agreement. All accounting records shall be maintained in accordance with generally accepted principles and practices.

Section 2. Right to Audit; Access. At any time during normal business hours, upon receipt of reasonable notice and as often as City may deem necessary, the OPSO shall make all data, records, reports and all other materials relating to this Agreement available to City for examination and copying. In addition, the OPSO shall permit City to audit, and shall cooperate fully in any such audit of, all invoices, materials, payrolls, work papers, personnel records and other data necessary to enable City to verify the accuracy of the OPSO's invoices for payment for the performance of the Services.

Section 3. Ownership. All data collected and all products of work prepared, created or modified by the OPSO in the performance of its obligations under 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, (collectively, "Work Product") shall become the exclusive property of City, and no reproduction of any portions of such Work Product may be made in any form without the express written consent of City. City shall have all right, title and interest in such Work Product, including, without limitation, the right to secure and maintain the copyright, trademark and/or patent of Work Product in the name of City. All such Work Product may be used and distributed for any purpose deemed appropriate by City without the consent of and for no additional consideration owing to the OPSO.

TERMINATION

Section 1. Termination for Cause. City and the OPSO shall each have the right to terminate this Agreement for cause, effective immediately upon the giving of written notice to the other party of its intent to terminate and the reasons therefore. If the termination for cause is subsequently challenged in a court of law and if the challenging party prevails, the termination for cause shall be deemed to be a termination for convenience and shall be effective thirty (30) days from the date that the original written notice of termination for cause was given to the challenging party and no further notice shall be required.

Section 2. Termination for Convenience. City and the OPSO shall each have the right to terminate this Agreement without cause by giving the other party written notice of its intent to terminate at least thirty (30) days prior to the date of termination. In the event City elects to terminate for convenience, City shall be obligated to pay the OPSO only for those Services performed up to and through the date of termination and expressly authorized in accordance with the terms of this Agreement.

Section 3. Survival of Certain Provisions. All representations and warranties and all responsibilities regarding record retention, access and ownership, cooperation with OIG investigations, indemnification and payment for services rendered shall survive the termination of this Agreement and continue in full force and effect.

ARTICLE X INSURANCE

The OPSO shall purchase in its name and maintain at its sole cost and expense, insurance as set out below. This insurance will provide primary coverage for claims and/or suits which may arise out of or result from OPSO's performance and/or furnishing of the services, whether performed and /or furnished by OPSO, any sub-contractor, partner, supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the work, goods, products or services, or by anyone for whose acts any of them may be liable. The OPSO shall require any and all subcontractors/providers of equipment to purchase and maintain insurance equal to the requirements outlined herein.

(1) The total limit of insurance must be equal to or greater than the minimum acceptable not less than limits indicated below. If any policies contain a deductible or self-insurance retention, then the evidence of insurance for those policies shall disclose the deductible/ retention amount. Additionally, each line of insurance may have its own set of requirements that must be met. **"CLAIMS MADE" POLICIES OF INSURANCE ARE NOT ACCEPTABLE.**

(2) The City of New Orleans, its elected and appointed Officials, Boards, Commissions, agents, directors, servants, employees and volunteers shall be named as an Additional Insured on OPSO's liability insurance program.

(3) OPSO shall endorse their policies (as applicable) to contain the following requirements:

(a) Waiver of Subrogation Endorsement to include written contracts in favor of The City of New Orleans, its elected and appointed Officials, Boards, Commissions, agents, directors, servants, employees, volunteers, and any other entities who may require waivers by specific contract;

(b) Thirty (30) days prior written notice of cancellation, non-renewal or any reduction in coverages or limits.

- COMMERCIAL GENERAL LIABILITY Form CG 00 01, or pre-approved alternative; with limits not less than \$500,000 per occurrence; \$1,000,000 aggregate and shall include products completed operations coverage with a limit of not less than a \$1,000,000 aggregate and personal injury with a limit not less than \$1,000,000;

(c) Use Form CG 2010;

(d) The insurance shall cover liability arising from independent contractors and liability assumed under an insured contract.

Note: The General Liability policy shall not exclude any standardized coverage included in the required basic form or limit Contractual Coverages for the services in any way that would prohibit or limit the reporting of any claim or suit and the subsequent defense and indemnity there for which would normally be provided by the policy.

- INLAND MARINE – ELECTRONIC DATA PROCESSING (EDP) All risk form, covering loss of data, coverage to apply at all locations, including backup locations as applicable to performing the Services under this Document.

2. General Specifications

a. General Requirements:

(1) Qualifications of Insurers:

(a) All insurance required for the Contract is to be purchased and maintained by OPSO from insurance companies that are duly licensed and authorized by the State of Louisiana to issue insurance policies for the limits and coverages so required. Such insurance companies utilized are to have a minimum rating of A- VI (or the current requirements of the State of Louisiana Public Bid Law (RS: 38:2211-2296) as of the most current edition of A.M. Best's Key Rating Guide.

(b) If any insurance company providing any insurance coverage furnished by OPSO is declared bankrupt, becomes insolvent, loses its right to do business in Louisiana, or ceases to meet the requirements of this Document, OPSO shall, within thirty (30) days thereafter, substitute another insurance company acceptable to the City. The City reserves the right to mandate cessation of all Work until the receipt of acceptable replacement insurance.

(2) Certificates of Insurance: OPSO shall furnish to the City Certificates of Insurance effecting coverages required in this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind

coverage on its behalf. The certificates are to be on forms that are to be received and approved by the City. The City reserves the right to obtain complete, certified copies of all required insurance policies, at any time.

(3) **Objection by the City:** If the City has any objection to the coverage afforded by, or any other provisions of, the insurance required to be purchased and maintained by OPSO in accordance with the insurance requirements for the Work on the basis of non-conformance with the Contract, the City shall notify OPSO in writing after receipt of the Certificates. OPSO shall provide a written response to Owner's objections within ten (10) days from the date of the letter request.

(4) **OPSO's Failure:** Upon failure of OPSO, or his subcontractor to purchase, furnish, deliver or maintain such insurance as required herein, at the election of the City, the Contract, may be forthwith declared suspended, discontinued, or terminated. Failure of OPSO to purchase and maintain insurance shall not relieve OPSO from any liability under the Contract, nor shall the insurance requirements affect the obligations of OPSO concerning indemnification.

(5) **No Waiver of Liability:** Acceptance of evidence of the insurance requirements by the City in no way relieves or decreases the liability of OPSO for the performance of the Work under the Contract. Additionally, OPSO is responsible for any losses, expenses, damages, claims and/or suits and costs of any kind which exceed the OPSO's limits of liability or which may be outside the coverage scope of OPSO's insurance policies. The insurance requirements outlined in this Document shall in no way be construed to limit or eliminate the liability of OPSO that may arise from the performance of Work under the Contract. OPSO's coverage is to be primary for any and all claims and/or suits related to or arising from the Work and any insurance coverage maintained by the City is to be deemed as excess of OPSO's insurance coverage and shall not contribute with or to it in any way.

(6) **No Recourse Against the City:** The insurance companies issuing the policies shall have no recourse against the City for payment of any premiums, deductibles, retentions or for assessments under any form of policy. These shall be borne by and be the sole responsibility of OPSO.

(7) **The City's Liability Insurance:** In addition to the insurance required to be provided by OPSO above, the City, at its option, may purchase and maintain at City's expense its own liability insurance as will protect the City against claims which may arise from operations under the Contract.

ARTICLE XI NOTICE

Section 1. Any notice, demand, communication or request required or permitted hereunder shall be in writing and delivered in person or by certified mail, return receipt requested as follows:

If to City: Lt. Col. Jerry Sneed
 Deputy Mayor for Public Safety
 City of New Orleans

Office of Homeland Security and Emergency Preparedness
1300 Perdido Street, 9W03
New Orleans, Louisiana 70112

and
Nannette V. Jolivette Brown
City Attorney
City of New Orleans
1300 Perdido Street, 5E03
New Orleans, LA 70112

If to the OPSO: Marlin N. Gusman
Sheriff
Orleans Parish Sheriff's Office
819 South Broad Street
New Orleans, LA 70119.7418

Section 2. Notices shall be effective when received by each of the above-referenced individuals at the addresses specified above. Each party shall be responsible for notifying the other in writing that references this Agreement of any changes in the respective addresses set forth above.

Section 3. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of City and the OPSO.

ARTICLE XII GENERAL PROVISIONS

Section 1. No Assignment Without Consent. This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other party.

Section 2. Audit and Other Oversight. The OPSO understands and will abide by all provisions of the Code of the City of New Orleans, Chapter 2, Art. XIII, Sect. 9-1120, as adopted by City Ordinance No. 22,888 M.C.S., (relative to the operations and authority of the City Inspector General), incorporated herein by reference.

Section 3. Nonwaiver. 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, any 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.

Section 4. Severability. The parties hereto intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction find any provision to be unenforceable as written, the parties intend and desire that the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If, however, the court should find such provision to be illegal and not subject to reformation, such provision shall be fully severable. In such event, this

Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision was never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.

Section 5. Exhibits. The following Exhibits shall be and hereby are incorporated into this Agreement as if fully rewritten herein:

Exhibit A Corporate Resolution—Authorization to Sign;

Section 6. Rules of Construction. 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. Whenever herein the singular number is used, the same shall include the plural, where appropriate, and neutral words and words of any gender shall include the neutral and other gender, where appropriate. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved in favor of or against City or the OPSO on the basis of which party drafted the uncertain or ambiguous language. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

Section 7. 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.

Section 8. 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 hereto.

Section 9. Time is of the Essence. City and the OPSO each acknowledge and agree that time is of the essence in the performance of this Agreement.

Section 10. Non-Exclusive. This Agreement shall be non-exclusive. Accordingly, the OPSO shall be free to provide services to other clients, and City shall be free to engage the services of other contractors for the provision of some or all of the Services set forth in this Agreement.

Section 11. Prohibition Against Financial Interest in Agreement. No elected or appointed official or employee of City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this Section, a financial interest held by the spouse, child or parent of any elected or appointed official or employee of City shall be deemed to be a financial interest of such elected official or employee of City. Any willful violation of this provision, with the expressed or implied knowledge of OPSO, shall render this Agreement voidable by City and shall entitle City to recover, in addition to any other rights and remedies available to City, all monies paid by City to the OPSO pursuant to this Agreement without regard to the OPSO's satisfactory performance of such Services.

Section 12. Remedies Cumulative. No remedy set forth in this 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.

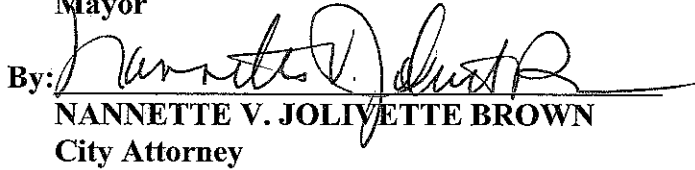
Section 13. Complete Agreement. The OPSO specifically acknowledges that in entering into and accepting this Agreement, the OPSO relies solely upon the representations and agreements contained in this Agreement and no others. This Agreement supersedes and replaces any and all prior agreements, negotiations and discussions between the parties hereto with regard to the terms, obligations and conditions herein.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the 15 day of October, 2010.

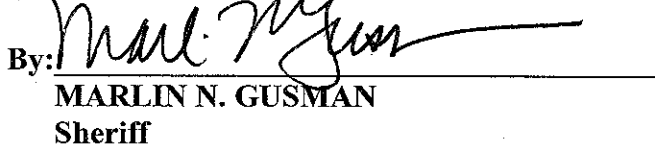
THE CITY OF NEW ORLEANS

By: 
MITCHELL J. LANDRIEU

Mayor

By: 
NANNETTE V. JOLIVETTE BROWN
City Attorney

ORLEANS PARISH SHERIFF'S OFFICE

By: 
MARLIN N. GUSMAN
Sheriff