ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: March 5, 2020
CALENDAR NO. 32,932

NO. ____________ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER WILLIAMS (BY REQUEST)

AN ORDINANCE to authorize the Mayor of the City of New Orleans to enter into a Cooperative Endeavor Agreement between the City of New Orleans (the “City”) and Entergy New Orleans, LLC (the “Contractor”) to allow the Contractor to fund and implement a Smart City Pilot, developed through consultation with the City, as more fully set forth in the Cooperative Endeavor Agreement attached hereto and made a part hereof; and otherwise provided with respect thereto.

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

WHEREAS, on May 22, 2018, the Agreement in Principle between the Advisors to the Council of the City of New Orleans (“Council Advisors”) was filed into the record for the purpose of establishing terms under which the Contractor’s customers receive the initial estimated benefits derived from the Tax Cuts and Jobs Act of 2017; and

WHEREAS, the Council of the City of New Orleans, through Council Resolution No. R-18-227, dated June 21, 2018 (the “Resolution”), approved the Agreement in Principle between the Contractor and the Council Advisors, authorizing the Contractor to fund the Contractor’s Smart City Pilot in the amount of approximately $3.2 million; and

WHEREAS, to that end, the Contractor has designed a Smart City Pilot that involves the installation of two (2) types of technology on the City’s streetlight poles within a high-visibility area of the Central Business District of New Orleans, in the area bounded by a portion of Canal...
Street, Convention Center Boulevard, Poydras Street, and South Claiborne Avenue, referred to as the “Poydras Corridor”, to be implemented in 2020, and to be fully funded and administered by the Contractor; and

WHEREAS, the City and the Contractor desire to provide a Smart City Pilot to support and improve public safety, economic development, and quality of life for the City’s residents by introducing and testing technologies, including Smart Lighting Technology Nodes and Advanced Camera Sensor Devices (the “Equipment”), that can coordinate various municipal functions in order to reduce response times for critical infrastructure needs; monitor critical infrastructure and key resources for optimization and improved service delivery; provide common domain awareness for events, both natural and man-made; and drive City infrastructure and service delivery decision-making; and

WHEREAS, the City and the Contractor anticipate that the Smart City Pilot will yield data, which will improve City services related to streetlights, traffic lights, parking spaces, emergency no parking zones, roads, sidewalks, bike lanes, and pedestrian lanes; and

WHEREAS, the term of the Cooperative Endeavor Agreement shall begin on the date of execution by the City and terminate upon completion of the earlier of the following: one (1) year from the installation date of the Equipment or the date upon which the aforementioned funding has been exhausted; and

WHEREAS, the Smart City Pilot Equipment will be decommissioned or donated to the City at the expiration or termination of the Cooperative Endeavor Agreement at the City’s sole discretion; and

WHEREAS, the City and the Contractor desire to enter into this Cooperative Endeavor Agreement to provide for the implementation of the foregoing and to set forth certain other matters in connection therewith; NOW, THEREFORE

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the Mayor of the City of New Orleans is hereby authorized to enter into a Cooperative Endeavor Agreement between the City of New Orleans and Entergy New Orleans, LLC to implement the Smart City Pilot in the Poydras Corridor.
SECTION 2. That said Cooperative Endeavor Agreement is attached hereto as “Exhibit 1” and made a part hereof.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS

____________________________________

PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON

APPROVED:
DISAPPROVED:

____________________________________

MAYOR

RETURNED BY THE MAYOR ON AT

____________________________________

CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:
NAYS:
ABSENT:
RECUSED:
COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
ENTERGY NEW ORLEANS, LLC
2020 SMART CITY PILOT

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 Entergy New Orleans, LLC, represented by David Ellis, President & CEO of Entergy New Orleans, LLC ("ENO"). The City and ENO may sometimes be collectively referred to as the “Parties.” The Agreement is effective as of the date of execution by the City (the “Effective Date”).

RECITALS

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

WHEREAS, ENO is a public utility providing electric and natural gas service to all of New Orleans, which has a principal address located at 1600 Perdido St. New Orleans, La. 70112;

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, on May 22, 2018, the Agreement in Principle (the “AIP”) between the Advisors to the Council of the City of New Orleans (“Council Advisors”) was filed into the record for the purpose of establishing terms under which ENO’s customers receive the initial estimated benefits derived from the Tax Cuts and Jobs Act of 2017 enacted in December 2017;

WHEREAS, the Council of the City of New Orleans (“Council”), through Council Resolution No. R-18-227 (“Resolution”), dated June 21, 2018, approved the AIP between ENO and the Council Advisors authorizing ENO to fund a Smart City Pilot (the “Smart City Pilot”) in the amount of approximately $3.2 million;

WHEREAS, consistent with the aforesaid AIP and Resolution, ENO through consultation with the City, has developed a proposal to implement a Smart City Pilot that may offer insight and data to support various applications to improve safety, economic development and quality of life for the City, to be implemented by ENO in furtherance of the City of New Orleans’ Smart City initiative;
WHEREAS, ENO has designed a Smart City Pilot that involves the installation of two (2) types of technology on the City’s streetlight poles within a high-visibility area of the Central Business District of New Orleans (an area bounded by a portion of Canal Street, Convention Center Boulevard, Poydras Street, and South Claiborne Avenue, referred to as the “Poydras Corridor”), to be implemented in 2020, and to be fully funded and administered by ENO for a one (1) year period, as defined in Article I of this Agreement;

WHEREAS, the Smart City Pilot will be funded by ENO and no public funds or City funds will be contributed; and

WHEREAS, the City may use the Smart City Pilot and data to improve delivery of City services, including, but not limited to, streetlights, traffic lights, parking spaces, emergency no parking zones, roads, sidewalks, bike lanes, and pedestrian lanes; and

WHEREAS, ENO desires to assist the City in its endeavors to accomplish a valuable public purpose of improving safety, economic development, and quality of life for the City by introducing and testing technologies that can coordinate various municipal functions in order to reduce response times for critical infrastructure needs; monitor critical infrastructure and key resources for optimization and improved service delivery; provide common domain awareness for events, both natural and man-made; and drive City infrastructure and service delivery decision making.

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

ARTICLE I - ENO’S OBLIGATIONS

A. Services (the “Services”).

1. Smart Lighting Technology Nodes (the “Photo Nodes”) to be attached to the City’s streetlight poles will provide advanced lighting functionality that can offer various solutions for the asset management and operation of the City’s street lights. The technology will self-diagnose and communicate street light outages using GPS functionality to provide details such as the specific location and duration of the outage.

2. Advanced Camera Sensor Devices (“ACSD”) to be attached to the City’s streetlight poles will create a visual record of the specific area around the camera for the purposes of facilitating traffic management solutions, street parking solutions, and pedestrian management solutions. The Advanced Camera Sensor Devices include technology that allows the unit to detect noise. However, noise detection will not be part of the Smart City Pilot, and the noise detection functionality will be turned off.

To safeguard privacy, ACSDs shall not be equipped or retrofitted in any way, including, but not limited to, enhancement technology such as Pan-Tilt-Zoom (“PTZ”) video magnification, facial recognition, and/or automatic license plate readers (“ALPR”) without the City’s express written consent.

3. ENO will fund, procure, and install the Photo Nodes and ACSDs (the “Equipment”) and continue to fund and provide maintenance services for the
Equipment consistent with Article I Section F. The Photo Nodes will be procured from Acuity Brands. The ACSDs will be procured from GE City IQ via AT&T.

4. ENO will procure the lighting software management services for the Photo Nodes and continue to fund the software services consistent with Article I Section F. The lighting management software will be provided by Itron, Inc. During the Agreement, ENO will grant the City access to the lighting management software, which will enable the City to review analytics and generate reports from the Photo Nodes.

5. ENO will procure aggregation and analytic services associated with the ACSDs and will continue to fund the software and services consistent with Article I Section F. Aggregation and analytic software services will be provided by Xaqt. During the Agreement, ENO will grant the City access to the aggregation and analytic software and services, which will enable the City to review analytics and generate reports from the ACSDs. During the term of the Smart City Pilot, as defined in Section F of Article I, ENO agrees and consents to provide the City with access to the Data (as defined in Article X, Section D of this Agreement) and, the City may publish openly, store, analyze, build algorithms, aggregate and provide public access to the Data collected from ENO-owned Equipment.

B. Treatment of Existing Infrastructure. Installation of the Smart City Pilot requires that the City’s existing lighting nodes and related infrastructure be removed and replaced with the piloted Smart Lighting Technology Nodes. Removal of the City’s existing nodes will be conducted by ENO or its agents, and will be transferred to the City for further handling. ENO or its agents shall promptly notify the City of any irregular or damaged nodes before proceeding with their removal. The City’s existing nodes will continue to be owned by the City upon removal; the terms of this Agreement do not purport to transfer ownership of the City’s existing nodes to ENO.

C. Location. The Poydras Corridor.

D. Data Ownership. During the term of the Smart City Pilot, as defined in Article X Section F (1), ENO will own the Data from the Equipment in the manner described in Article X and will grant a broad-use license to the City for the term of this Agreement, which license is described more fully in Section F(2) of Article X. ENO will provide the City with access to the Data (as defined in Article X, Section D of this Agreement). ACSDs will accommodate cloud-based data storage of any Data for no less than six (6) months. During the term of the Agreement, ENO shall refrain from selling, disseminating, or otherwise profiting from the disclosure of the Data, including any modifications, alterations, improvements, extensions or derivatives of the Data that are not explicitly defined as “Data” in Article X Section D. At the termination or expiration of this Agreement, ENO agrees to give the City complete ownership of the Data.
E. Safeguarding and Protecting Stored Data. ENO shall take all appropriate technological, physical, administrative, procedural, and personnel measures to protect the confidentiality and integrity of all sensitive data, whether in transit or in storage. ENO will not access any video data except as necessary to administer the Smart City Pilot deployment and operations and meet ENO’s obligations under the Agreement. ENO shall employ data security technologies to protect the integrity of any sensitive data from hacking and other risks. ENO acknowledges that the City may refuse to accept Data for any reason the City deems appropriate.

F. Term of Smart City Pilot. Installation is anticipated to begin promptly following Council approval of the Ordinance approving this Agreement and execution of the Ordinance and this Agreement. ENO will provide prompt written notice that the installation of all Equipment and associated software is complete (“Installation Date”). The Smart City Pilot will commence beginning on the Installation Date and terminate on the earlier of the following: one (1) year from the Installation Date or the date upon which the funding described in Article III has been exhausted. ENO will provide written notice to the City at least 30 calendar days prior to termination or expiration of the Smart City Pilot. During the term of the Agreement, ENO is responsible for installing, funding, maintaining, and removing (if applicable pursuant to Article IV Section B) the Equipment.

ARTICLE II - THE CITY’S OBLIGATIONS

A. Administration. The City will:

1. Administer this Agreement through the Chief Administrative Office and the Department of Public Works, as applicable.

B. Pole Attachment Rights. The City will allow ENO or its agents access to City-owned streetlight poles within the Poydras Corridor for the purpose of installing the Equipment and otherwise to conduct activities in furtherance of the Smart City Pilot, as directed by the City. The City will also provide access to the appropriate department personnel to discuss the required Services during normal working hours, as requested by ENO in connection with the Services described in Article I of this Agreement. To the extent applicable, ENO will be granted access to City-owned poles upon completion of the Smart City Pilot for the purposes of conducting decommissioning activities described in Article IV.

C. Infrastructure Remediation. The City is responsible for correcting any remediation of its streetlight poles that may be deemed necessary to install the Equipment associated with the Smart City Pilot. If remediation is cost prohibitive for any reason, the City reserves the right to request that ENO utilize another pole unless ENO can demonstrate that a particular pole must be used. Prior to installation the contracted installer will perform a grounding check on facilities. If grounding is not satisfactory to ENO engineering standards, the City will need to make the corrections. The Equipment will not be installed until the grounding request is satisfied.

D. Information Technology Support and Collaboration. The City will provide support and input, as needed, to assist in determining data analytics requirements in respect to the Equipment.

E. Protection of Work Product. The City will treat ENO’s Work Product (defined in Article X Section E) in accordance with applicable Louisiana Public Records Law, La R.S. 44:1 et seq., provisions, as dictated by the type and nature of the information and current City policy.
Pursuant to La R.S. 44:3.2, any information that ENO believes to be proprietary and/or trade secret information shall contain a cover sheet that provides in bold type "DOCUMENT CONTAINS CONFIDENTIAL PROPRIETARY OR TRADE SECRET INFORMATION."

 ARTICLE III – FUNDING

A. **Maximum Amount.** The amount ENO is authorized to fund the Smart City Pilot is $3.2 million, per Council Resolution No. R-18-227. Services described in Article I are restricted to those Services that may be accomplished within the maximum funding level of $3.2 million.

 ARTICLE IV – DURATION AND TERMINATION

A. **Term.** The term of this Agreement shall begin on the date of execution by the City and terminate upon completion of the term of the Smart City Pilot, which is described in Section F of Article I. Upon the City’s option when the term of this Agreement terminates or expires, the Equipment installed as part of the Smart City Pilot will be decommissioned or donated to City in accordance with applicable provisions of the Home Rule Charter of the City of New Orleans and/or other applicable municipal policies and procedures, including, but not limited to, CAO Policy Memorandum 125(R), which establishes a process and methodology to be used in order for the City to receive donations.

B. **Decommissioning Services.** ENO shall reserve sufficient funds within the budget for the Smart City Pilot to decommission Equipment installed pursuant to this Agreement and reinstall the City’s existing infrastructure ("Decommissioning Services"). ENO will provide written notice to the City prior to termination of the Smart City Pilot, as described in Section F of Article I, in order to provide the City with a reasonable opportunity to exercise the option to obtain Decommissioning Services from ENO. If Decommissioning Services are rendered by ENO, the City and ENO shall extend the Agreement for the express and sole purpose of granting ENO pole attachment rights, consistent with those described in Article II Section B, for up to one year to conduct the Decommissioning Services. The City must notify ENO that it desires to obtain Decommissioning Services from ENO within 30 days from receipt of ENO’s written notice of termination, or, within 30 days before the one-year term expires, whichever occurs first. Decommissioning Services will be provided by ENO to the extent that timely notice is received.

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

D. **Termination for Cause.** The Parties may terminate this Agreement immediately for cause by sending written notice to the counterparty to this Agreement, in a manner consistent with Article XII of this Agreement. “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 any failure to comply with reasonable 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. ENO will indemnify, defend, and hold harmless the City, its 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 the negligence, gross negligence, or willful misconduct of ENO, its agents or employees while engaged in or in connection with the discharge or performance of the Services under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to ENO in connection with the performance of work under this Agreement.

B. **Limitation.** ENO’s indemnity obligation does not extend to any loss arising from the negligence, gross negligence or willful misconduct of any of the Indemnified Parties.

C. **Independent Duty.** ENO 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) ENO is ultimately absolved from liability.

D. **Expenses.** Notwithstanding any provision to the contrary, ENO 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. **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, 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 $1,000,000 per accident for bodily injury or disease.

iii. **Cyber Liability Insurance:** appropriate to the Contractors profession, with limits of not less than $3,000,000 per occurrence or claim / $3 Million policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by ENO in this Agreement and shall include, but not limited to, claims involving infringement of intellectual property, infringement of copyright, trademark, invasion of privacy violations including HIPAA, Information theft, release of private 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.** ENO 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 ENO 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 Certificate Holder and be delivered via U.S. Mail to 1300 Perdido Street, 9E06—City Hall, New Orleans, LA 70112.

The Additional Insured Box must be marked “Y” for Commercial General Liability coverage. The Subrogation Waiver Box must be marked “Y” for Workers Compensation / Employers Liability and Property

iii. **Primary Coverage.** For any claims related to this contract, ENO 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 ENO provided coverage.

iv. **Self-Insurance.** ENO shall retain the rights to “self-insure” for any and/or all of the aforementioned minimum insurance requirements.

**ARTICLE VII - INDEPENDENT CONTRACTOR**

A. **Independent Contractor Status.** ENO 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 ENO, 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 ENO will not be considered an employee of the City for the purpose of Worker’s Compensation coverage.

C. **Exclusion of Unemployment Compensation Coverage.** ENO, 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 ENO 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) ENO has been and will be free from any control or direction by the City over the performance of the services covered by this contract; (b) the services to be performed by ENO are outside the normal course and scope of the City’s usual business; and (c) ENO has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. **Waiver of Benefits.** ENO, 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
ARTICLE VIII - NON-DISCRIMINATION

A. Equal Employment Opportunity. In all hiring or employment resulting from this Agreement, ENO (1) will not 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 ENO’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, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Solicitations or advertisements for employees shall state that the company provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, disability, genetic information, marital status, amnesty, or status as a protected veteran in accordance with applicable federal, state and local laws.

B. Non-Discrimination. In the performance of this Agreement, ENO 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 ENO in any of ENO’s operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, or services offered 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. ENO will incorporate the terms and conditions of this Article into all subcontracts executed during the Term of this Agreement and related to the Services described herein, by reference or otherwise, and will require all applicable subcontractors to comply with those provisions.

D. The City may terminate this Agreement for cause if ENO fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

ARTICLE IX - 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:
   Jonathan Wisbey, Chief Technology Officer
   City of New Orleans
   1300 Perdido Street, Suite 9E06
   New Orleans, LA 70112

&
2. To the Contractor:

David Ellis, President & CEO
Entergy New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

&

Patricia Waters, Director of Sales Growth & Services
Entergy Services, LLC
4809 Jefferson Highway
Jefferson, LA 70121

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 X- 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 ENO’s interest in it are not assignable or transferable without the City’s prior written consent.

C. **Audit and Other Oversight.** ENO will abide by all provisions of City Code § 2-1120, including without limitation City Code § 2-1120(12), which requires the City 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, ENO agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

D. **Data.** “Data”, for the purposes of this Agreement, means information including, but not limited to, metadata (raw, filtered, or transformed) coming directly from devices in the form of tabular, spatial or any other non-video data in its original formats which has been collected and stored, either in the cloud or on premises, that is produced or collected by any device or service referenced in Article I, Section A, excluding video. Data also includes generated reports, aggregations, analytics, or algorithms independently run for the City’s analysis and review. For purposes of this Agreement, Data does not include any modifications, alterations, improvements, configurations, extensions or derivative works or any generated reports, aggregations, analytics, or algorithms independently run for ENO’s purposes. Data may be subject to public records requests, subpoenas, and other legal means of acquiring City Data. The City will follow its policies and procedures to provide access to and proper handling of the Data.
“Video”, for the purposes of this Agreement, refers to any visual recording collected by the ACSD devices. In the event that the Real Time Crime Center (“RTCC”) chooses to access this information, they will handle the information pursuant to their Citywide Public Safety Closed Circuit Television (CCTV) System Policy, which is fully incorporated herein by reference. ENO agrees to give the City complete ownership of all Video and relinquishes all access to Video except in performance of maintenance or other operational duties related to this Agreement.

E. Data Usage. Data may be made available to the public, including civic technologists, the City’s research community, and other citizens in support of the City’s goals as stated in the Recitals. During this Smart City Pilot, and consistent with Article X(E), below, the City may:

a. Describe, catalog, validate and document the Data;

b. Enhance, transform and/or rearrange the Data, including the metadata, and all associated documentation;

c. Publish the Data publicly on the City’s Open Data Portal;

d. Create derivative data sets from original Data provided to the City;

e. Store, translate, copy or re-format the data in any way to ensure its future preservation and accessibility;

f. Incorporate metadata (cataloging information) or documentation to the Data as needed for storage, aggregation or analysis; and

g. Create dashboards, visualizations, applications or any other tool to assist and optimize the City and its residents with regard to decision making, governance or operations.

ENO will neither interfere with nor otherwise enter into litigation with the City with respect to the City’s Data usage that is consistent with this subsection.

F. Ownership of Intellectual Property.

1. Ownership. All work product created or modified by ENO in installing, maintaining, or removing the Equipment 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, and any tools, systems, and information used by ENO to perform the Services including computer software (object code and source code), know-how, methodologies, Equipment, processes, or other intellectual property, and licenses thereto, or produced separately and independently from the fulfillment of any obligations or requirements under this Agreement (collectively, “Work Product”) will be the exclusive property of ENO. The Equipment will be owned and operated by ENO for the duration of the Smart City Pilot and will be transferred to the City, at City’s option, upon conclusion. Ownership of the Data will automatically transfer to the City upon the termination or expiration of this Agreement, as ENO agrees to give the City complete ownership of Data. Decommissioning, reinstallation, and repair will be at the discretion of the City, consistent with Article IV Section A.

2. License. The City is hereby granted a nonexclusive, perpetual, worldwide, royalty-free, fully paid to use and distribute all the Data, for its own municipal purposes. This license is provided “AS-IS” with no warranty whatsoever.
3. **Software Use During the Term.** ENO has obtained a non-exclusive, enterprise-wide, world-wide right and license to access, use, and display any software-as-a-service utilized during the Pilot. Through this CEA, ENO is extending its right to use license to the City and certify that any license fees owed to vendors are included in annual subscription fees paid by ENO.

In connection with this right to use, the City agrees that it will not: (a) sublicense, sell, rent, distribute, assign or otherwise transfer the software-as-a-service subscriptions; (b) reverse engineer, decompile or disassemble any software applications except to the extent such conduct is permitted under applicable law or an applicable free and open source software license; (c) remove or modify any of the copyright, trademark or other proprietary notices contained in the software applications; (d) copy or modify of the software applications (e) interfere with other users’ use of the software applications including but not limited accessing third parties’ accounts or distributing spam; (f) use any of the software to create products or services for a commercial purpose that would compete with any of the vendor’s software applications, (g) use any of the software in a manner that constitutes defamation or violation of rights of privacy or publicity; or (h) use any of the software for any illegal activity.

Nothing herein shall afford the City or other third parties the right to use any such software beyond the Term of this Agreement. Following the expiration or termination of this Agreement, any right to use software must be negotiated by the City directly with the owners of such software.

G. **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.

H. **Compliance with the City’s Hiring Requirements – Ban the Box.** In all hiring or employment resulting from this Agreement, (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 executed during of the Term of this Agreement and related to the Services described herein, by reference or otherwise, and will require all subcontractors to comply with those provisions.

I. **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 ENO 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.

J. **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.

K. **Exhibits.** The following exhibits will be and are incorporated into this Agreement:

1. Exhibit 1 – Smart City Pilot City’s Streetlight Pole Attachment Schematic
2. Exhibit 2 – Citywide Public Safety Closed Circuit Television System Policy

L. **Jurisdiction.** ENO 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 ENO.

M. **Limitations of the Parties’ Obligations.** The Parties have no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

N. **No Expectation of Benefit or Special Treatment.** ENO swears that, as a result of the donation of the Services that are the subject of this Agreement or otherwise, it has no expectation of benefit or special treatment with regard to other contracts or potential contracts with the City.

O. **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.

P. **Non-Exclusivity.** This Agreement is non-exclusive and ENO 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.

Q. **Non-Solicitation Statement.** ENO 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. ENO 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.

R. **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.

S. **Ownership Interest Disclosure.** ENO will provide the City with a sworn affidavit listing all natural or artificial persons with an ownership interest in ENO and stating that no other
person holds an ownership interest in ENO 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.

T. **Prohibited Use.** The Parties and their respective independently procured vendors shall each be prohibited from using the Equipment and the associated software to intentionally invade the privacy of individuals or observe areas where a reasonable expectation of privacy exists.

The Equipment and the associated software shall not be used in a discriminatory manner and shall not target protected individual characteristics including, age, skin color, race, ethnicity, national origin, pregnancy, citizenship, immigration status, religion, disability, gender, or sexual orientation.

This Equipment and the associated software shall not be used to harass, intimidate, or discriminate against any individual or group.

U. **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 ENO, 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 ENO pursuant to this Agreement without regard to ENO’s otherwise satisfactory performance of the Agreement.

V. **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.

W. **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.

X. **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.

Y. **Subcontractor Reporting.** ENO will provide a list of all natural or artificial persons who are retained by ENO at the time of the Agreement’s execution and who are expected to perform work as subcontractors in connection with ENO’s work for the City in furtherance of this Agreement. For any subcontractor proposed to be retained by ENO to perform work on the Agreement with the City, ENO must provide notice to the City within 30 days of retaining that subcontractor. If ENO fails to submit the required lists and notices, the City may, after thirty 30 days’ written notice to the Contractor, take any action it deems necessary, including, without
limitation, causing the suspension of any payments from the City, until the required lists and notices are submitted.

Z. 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.

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

ARTICLE XI – 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 XII - 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 ENO, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: ________________________________
LATOYA CANTRELL, MAYOR

Executed on this _______ of _______________________, 2020

FORM AND LEGALITY APPROVED:
Law Department

By: ________________________________

Printed Name: ________________________________

ENTERGY NEW ORLEANS, LLC

BY: ________________________________
DAVID ELLIS, ENO PRESIDENT & CEO

Executed on this _______ of _______________________, 2020

[EXHIBIT(S) 1 AND 2 CONTAINED ON NEXT PAGE(S)]
Smart City Pilot Pole Attachment Schematic

Smart Lighting Technology Nodes (photo nodes)

**Poydras Street:** One hundred thirty-eight (138) photo nodes to be installed in total (Poydras St. only)

* Red dots indicate installed photo nodes within Poydras Corridor
Advanced Camera Sensor Devices (ACSD) Camera Node Technology

**Poydras Corridor:** One hundred forty-six (146) ACSDs to be installed in total
[Canal St (80), Perdido (18), Gravier (18), O'Keefe (13), Poydras St (10), Elk (6), Common (1)]

* Red dots indicate installed photo nodes within Poydras Corridor
**Poydras Street:** Ten (10) ACSDs to be installed in total
Five (5) poles with two cobra fixture will receive two nodes
One on each arm for 10 total horizontal nodes

**Perdido, O'Keefe, Gravier, Elk, Common:** Fifty-six (56) cobra poles with single fixture
One horizontal node installed in between end of arm and fixture
**Canal Street:** Eighty (80) ACSDs to be installed in total
Seventy-six (76) decorative poles
One vertical node in between top of pole and top fixture

Node mounted in between pole and fixture

Four (4) cobra poles with single fixture
One horizontal node installed in between end of arm and fixture

Node mounted in between mastarm and fixture
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Citywide Public Safety Closed Circuit Television (CCTV) System Policy

I. Background
In order to help ensure public safety and security and to detect, deter, and prevent potential criminal and terrorist activities, the City of New Orleans (City) has established a Citywide Public Safety Closed Circuit Television (CCTV) System (System). The System not only supplies critical supplemental assistance to the City’s police officers’ ongoing security and public safety efforts, but also enhances the collaborative nature of those efforts by leveraging the resources of the private sector and other City agencies. The System is an important part of the City’s integrated approach to providing protection for those who work in, live in, and visit New Orleans.

The Office of Homeland Security and Emergency Preparedness as the operating entity establishes policies and procedures to limit the authorized use of the System and to provide for limited access to and proper handling of data.

II. Policy
A. Statement of Purpose
The System is a public safety and counterterrorism tool designed to:

- Facilitate the observation of suspected felonious criminal activity in public areas
- Deter criminal activity
- Reduce public safety response times to critical and life threatening incidents
- Create a common technology to support the integration of new security equipment and technologies
- Monitor critical infrastructure and key resources for pre-operational activity by terrorist organizations or their agents
- Aid in the detection of preparations to conduct terrorist attacks
- Provide a degree of common domain awareness for citywide public safety
- Provide valuable evidence for enforcement of laws and ordinances

B. Access
Access to the System for City employees and contractors shall be granted only for the purposes outlined in this policy and by written authorization from the Director of Homeland Security and Emergency Preparedness. Users will be provided a unique username and password that is not to be shared. Employees of other local, state and federal law enforcement agencies or those requesting access should send a written request from the respective agency head or delegate requesting access, detailing the purpose and need for access. Access to the System is limited to the purposes and uses set forth in this policy.

C. Operation
The System will be operated 24 hours a day, seven days a week, in a professional manner and only in furtherance of legitimate public safety purposes.

As with all City operations, no person shall be targeted or monitored by the System solely
because of actual or perceived race, color, religion or creed, age, national origin, alienage, citizenship status, gender (including gender identity), sexual orientation, disability, marital status, partnership status, military status, or political affiliation or beliefs.

The System shall be used only to monitor public areas and public activities where no legally protected reasonable expectation of privacy exists.

Facial recognition technology is not utilized by the System.

All City-owned cameras that are part of the System shall have accompanying signage or decals, and the City will recommend that signage accompany any privately-owned cameras viewable in the System.

All City-owned cameras that are part of the System shall not be capable of transmitting or recording audio.

The System shall utilize software-based alerting to prompt users to review cameras in close proximity to 911 calls for service. Footage shall only be archived pursuant to the Data Storage guidelines and Data Usage guidelines as set forth in this policy.

Daily, supervisors should review the New Orleans Police Department (NOPD) Major Offense Log and review for video data that may require archiving.

D. Data Storage
All data gathered through the use of the System shall be retained and destroyed in accordance with the applicable State approved record retention schedule, or as otherwise required by law. Pre-archival footage shall be retained for a maximum of 30 days.

Requests to archive footage from the System shall only be allowed on Evidence.com or its subsequent successor platform. Archived footage is stored by NOPD Item number or Public Integrity Bureau Control Number on Evidence.com or its subsequent platform.

In the event that archiving footage on Evidence.com or its subsequent successor platform is not possible, as may be the case for ongoing Public Integrity Bureau investigations or similar internal investigations, the City Attorney shall be consulted for the appropriate course of action to ensure compliance with applicable laws and regulations.

E. Data Usage
Data from the System may be only used by the City of New Orleans in furtherance of the purposes set out in the Statement of Purpose (II.A). In limited circumstances, data from the System may also be used in furtherance of legitimate law enforcement and public safety purposes beyond the scope of those purposes set out in the Statement of Purpose (II.A). Such use is subject to certain restrictions:

- **Incidental Use:** occurs when data from the System is used in furtherance of a purpose set out in the Statement of Purpose (II.A), and the user incidentally notices something useful for a legitimate law enforcement or public safety purpose beyond the scope of
those purposes set out in the Statement of Purpose (II.A). For Incidental Use, no additional approval is required.

- **Secondary Use**: occurs when data from the System is intentionally used for a legitimate law enforcement or public safety purpose beyond the scope of those purposes set out in the Statement of Purpose (II.A). Any decision to make Secondary Use of data from the System must be approved and documented in writing by the Director of Homeland Security and Emergency Preparedness and City Attorney, or their designees approved in writing. Such examples include using video to provide information related to traffic studies, or any civil matter. Any individual seeking to make Secondary Use of data from the System must demonstrate that the data will further a law enforcement or public safety purpose.

**F. Data Sharing and Requests**
Data shall only be used for law enforcement or public safety purposes; except as required by law, subpoena, or other court process, such data shall not be otherwise disclosed by the City.

**G. Safeguarding and Protecting Stored Data**
The City shall take all appropriate technological, physical, administrative, procedural, and personnel measures to protect the confidentiality and integrity of all sensitive data, whether in transit or in storage.

Accordingly, the City shall observe the following safeguards regarding access to and use of data:

- Physical access to any area displaying or housing data on the System, is limited to City personnel, authorized contractors, and authorized invited guests. Physical security protections must include locked facilities requiring access cards for entry with an audit trail, and cameras monitoring the equipment and entrances and exits to areas with workstations accessing the System.
- Prior to accessing the System, all users must be authorized by the Director of Homeland Security and Emergency Preparedness. All users shall be briefed on the policies and shall be required to sign an agreement acknowledging these policies.
- Direct access to the System databases or servers is limited to authorized City personnel; the system will use differentiated access and users will only have permissions to access cameras, recording or viewing as their position requires.
- All City personnel with access to the System and databases or servers must complete annual security training, based, in part, on a curriculum covering the proper use and handling of sensitive information.
- The City shall employ data security technologies to protect the integrity of its data from hacking and other risks.
- Access to the System will only occur at designated workstations within the Real Time Crime Center facility. These workstations shall employ data and hardware security features, including preventing use of USB or removable storage devices.
- Audit trails or an equivalent technique shall be used to create an immutable audit log of where and when data is accessed.

Notwithstanding the foregoing, a law enforcement agency may temporarily access live data in
a designated mobile command vehicle. Physical access to the mobile command vehicle displaying live data from the System shall be limited to authorized law enforcement personnel.

H. Accountability
Any violation of this System policy may result in immediate revocation of access to the system. Disciplinary action, including suspension and termination of City employees, may be taken as appropriate for violations of the policy.

Nothing in this policy is intended to create any private rights, privileges, benefits or causes of action in law or equity. Rather, these are designed to ensure that the System is properly used based on legally appropriate and relevant law enforcement and public safety considerations and information.

I. Exemptions
Nothing contained herein shall be construed to require the disclosure of records exempted pursuant to the Louisiana Public Records Law, including but not limited to La. Rev. Stat. § 44:3, which exempts from disclosure law enforcement records pertaining to pending or anticipated criminal litigation, criminal intelligence, or threat or vulnerability information relating to terrorist-related activity.
Acknowledgement of Receipt of Policy

I, ______________________, have received and read the Citywide Public Safety Closed Circuit Television (CCTV) System Policy. I understand that if I violate this Policy, appropriate administrative and/or disciplinary action may be taken against me.

________________________________________
Date

________________________________________
User Signature

________________________________________
Date

________________________________________
Director
Homeland Security and Emergency Preparedness, or Director's Designee

Revised February 2019
Please generally describe the purpose, intent, and effect of the proposed ordinance.

The purpose of the proposed ordinance is to authorize the Mayor of the City of New Orleans (the "City") to enter into a Cooperative Endeavor Agreement ("CEA") between the City and Entergy New Orleans LLC ("ENO"). The intent of the proposed ordinance is for ENO to procure, fund, install, and implement a Smart City Pilot ("Pilot") in the City's Poydras Corridor.

The effect of the proposed ordinance is that ENO will install smart light technology nodes ("Photo Nodes") and advanced camera sensor devices ("ACSD") on City's streetlight poles in said corridor. Finally, ENO will own the data during the term of the CEA and grant the City a broad-use license.
LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☐ If this section is not applicable, please check this box.

The parties involved:

The City of New Orleans and Entergy New Orleans LLC

The obligations, expectations, and deliverables of the parties involved:

The City will allow ENO or its agents to access the City-owned streetlight poles; remediate infrastructure needed for the Smart City Pilot; provide information technology support to ENO; and protect ENO's work product. ENO will donate or decommission the installed Photo Nodes and ACSDs, at the City's discretion.

Any fiscal implications for the City with the contract:

ENO is authorized to provide goods and services totaling $3.2 million. The City anticipates that this Pilot will yield data that will allow for improved municipal services and asset management, including the City's management and operation of the City's street lights.

The public purpose and need for the contract:

The purpose is to improve safety, health, economic development, and quality of life for the City. The data collected will allow the City to test technologies that can coordinate municipal functions, reduce response times for critical infrastructure needs, monitor critical and key resources for optimization and improved service delivery, etc.

The duration of the contract:

The term shall begin on the date of execution by the City and terminate upon completion of the earlier of the following: one (1) year from the installation date of the Photo Nodes and ACSDs or the date upon which the $3.2 million has been exhausted.

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LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☑️ If this section is not applicable, please check this box.

The existing provision(s) of the Code being proposed for amendment:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

The general content/requirements of the existing Code provision:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

How the proposed ordinance will alter the existing Code provision(s):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Why these changes are needed:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

REQUESTED ADOPTION DATE: _________________________

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

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