

SECURITY & ENFORCEMENT COMMITTEE

Meeting Notes

Monday, 28 October 2024, 11:00 am

Bienville House, 320 Decatur Street, New Orleans, LA 70130

1. Call to Order, Reading of the Agenda, and Roll Call

The meeting was called to order at 11:00 AM and the agenda was read into the record.

COMMITTEE MEMBERS				VOTES		
First Name	Last Name	Present	Absent	Approve mtg notes	Approve self-sustainment phase of consent decree	Approve \$90K expense for 3 additional John Deere gators for SPPP & UQP
Joshua	Grippio	X		Yes	Abstain	Yes
Frances	Hegenberger	X		Yes	Yes	Yes
Jessica	Dietz	X		Yes	Yes	Yes
Glade	Bilby	X		Yes	Yes	Yes
Jane	Cooper		X	-	-	-
Steve	Caputo	X		Yes	Yes	Yes
Christian	Pendleton	X		Yes	Yes	Yes
Maddie	Charleston		X	-	-	-
Alex	Fein		X	-	-	-

INTRODUCTION OF ATTENDEES:

GUESTS		
First	Last	Role
Shelby	Ursu	FQMD Coordinator
Michelle	Courseault	FQMD Executive Director
Sgt. John	Castelin	SPPP Coordinator
Cpt. LeJon	Roberts	NOPD 8 th District
Lt. Chuck	Ward	NOPD 8 th District
Bob	Bejarano	FQMD Program Manager
Alex	Dunkenberger	City's CAO Office

2. Public Comment:

No written public comment was received.

3. Motion – Consider a motion to approve the previous meeting notes

Glade Bilby motioned to approve the previous meeting notes. Frances Hegenberger seconded the motion, and it was approved.

4. Committee Chair's Comments

Chair Christian Pendleton thanked law enforcement for their hard work and dedication during the Taylor Swift concert this past weekend. He noted how pleasant and helpful all of the officers had been, and pointed out the large number of police covering Bourbon Street. Ms. Hegenberger stated that she met a couple visiting New Orleans from Washington D.C. who said that they were impressed with what the NOPD is doing. Cpt. LeJon Roberts stated that he received an email from Michael Hecht of Greater New Orleans, Inc., talking about how positive everything turned out for the City over the weekend, specifically regarding public safety. He added that the Eighth District, the Supplemental Police Patrol Program (SPPP), the Louisiana State

Police and the Upper Quarter Patrol (UQP) all worked together and noted that he is confident that they will do well during the 2025 Super Bowl and Carnival season. Cpt. Roberts thanked the FQMD for their support.

5. Discussion – Discussion by Committee of the New Orleans Police Department Consent Decree. To Present: Cpt. LeJon Roberts

Cpt. Roberts reported that there is still time to submit feedback regarding the Consent Decree, and informed the Committee that there is a QR code that they can scan to submit their comments and concerns. Vice-Chair Jessica Dietz will distribute the QR code to Shelby Ursu, who will then send the QR code out to the FQMD Commissioners and Committee members. He stated that the two-year self-sustainment plan for the NOPD has been submitted, adding that he hopes that the NOPD will be in self-sustainment before the end of the year. The Committee discussed the pros and cons to having the FQMD as an organization formally submit a document in support of the self-sustainment plan. Mr. G. Bilby stated that it could be beneficial to have the Security and Enforcement Committee, rather than the FQMD in its' entirety, formally submit something instead, pointing out that public safety is a specific area of focus for the Committee. Mr. Pendleton agreed, but noted that the Committee needs to be mindful of everyone's opinion. Michelle Courseault, the new FQMD Executive Director, suggested that once the QR code is sent out to the Commissioners and Committee members, they can then decide for themselves if they would like to submit their feedback on the topic. Mr. Pendleton agreed and added that if the Committee would like to make a motion supporting the NOPD entering the self-sustainment phase of the Consent Decree, it can then move forward and be discussed at the November 12th Board meeting. **Mr. G. Bilby made a motion for the Security and Enforcement Committee to support the New Orleans Police Department entering the self-sustainment phase of the Consent Decree. Ms. Hegenberger seconded the motion, and it was approved. Joshua Grippo abstained.**

6. Discussion – Discussion by Committee of Project Nola Security Cameras

Ms. Dietz stated that she recently discussed the possibility of the FQMD budgeting funds towards supporting the continuation of installing the Project NOLA cameras throughout the French Quarter with Ms. Courseault and Ms. Ursu. She pointed out that these cameras are not the same as the Real Time Crime Center Cameras, which are on public assets. Ms. Dietz stated that the Project NOLA cameras are installed on privately owned businesses and residential homes, but Project NOLA would retain ownership rights of the cameras. She suggested considering putting funds towards an awareness campaign to inform businesses and residents of the impact these cameras have had on the district. Ms. Courseault agreed and stated that she will be meeting with Ellie Rand Public Relations next week and will discuss this matter with her. Mr. G. Bilby recommended matching the funds, with the interested residents or businesses putting half of the funds down. Cpt. Roberts added that the Eighth District has compiled a list of around 20 crime hotspots that would be areas to prioritize for these cameras. Mr. Pendleton stated that a more detailed plan should be assembled after the November 12th Board meeting.

7. Discussion – Additional Parking Space Availability for Patrol Vehicles

a. Contract for Parking Lot

See attached document. Sgt. John Castelin reported that a contract has been written for SPPP vehicle parking spaces at the Wyndham Hotel that will be signed this week. He added that the contract will be in effect for a year and the price was negotiated down from \$250 a vehicle to \$150. Sgt. Castelin noted that there will be a separate contract written for the three Chevy Bolts because of the charging station, adding that he will have more updates on this separate contract at next month's Committee meeting.

8. Discussion – Update Royal Street Barricade Replacements

Bob Bejarano reported that a location has been selected for the delivery of the four remaining barricades, noting that they will be delivered to the Eighth District station this week once he coordinates a time and date with Sgt. Castelin and the barricade contractor. He stated that he will be getting a solid number on the physical weight of the barricades this week. Ms. Dietz asked what the next steps for mapping out a barricade deployment plan would be. Cpt. Roberts replied that he will set up a meeting with Ross Bourgeois of Homeland Security and Mr. Bejarano to discuss getting a plan in place.

9. Discussion – Update on 2024 Streetlight Repairs Project

French Quarter

MANAGEMENT DISTRICT

Mr. Bejarano reported that the deadline to submit bids for the 2024 streetlight repairs project is tomorrow at 2 PM. He stated that The Tobler Company (TTC) will be putting together a list of recommendations of which vendor should be awarded the contract, and will forward their suggestions to Ms. Courseault and Jane Cooper, the FQMD Board Chair. Mr. Bejarano added that Ms. Cooper will make the final decision and will discuss these updates at the November 12th Board meeting. Mr. Pendleton stressed the importance of ensuring that the FQMD and TTC are aware of all of the City's hard deadlines. Ms. Courseault stated that she will be closely monitoring the process every step of the way, along with Mr. Bejarano. Mr. Pendleton suggested that the FQMD consider putting funds aside for streetlight maintenance next year around the mid-year budget adjustment. Mr. Bejarano encouraged the Committee members to email him any information on streetlights that need repairs so that he can forward the information along to TTC.

10. Presentation – Presentation of Eighth District Crime Statistics and the Supplemental Police Patrol Program. (Green Sheet)
To Present: Sgt. John Castelin

See attached document. Sgt. Castelin stated that because of the hurricane in September, the SPPP had to be temporarily suspended due to the state of emergency. He reported that the average app response call time last month was nine minutes. Cpt. Roberts thanked Sgt. Castelin, stating that he is doing an amazing job with the SPPP. He noted that the Eighth District stats have been impressive, and the Eighth District continues to have the lowest response times in the City.

a. New Patrol Vehicle Wrapping and Light Installation Status

Sgt. Castelin reported that the vehicles are fully wrapped and will need decals, noting that this should only take a day to do. He stated that he sent Alex Dunkenberger a quote from Vehicle Parts on Deckbar Avenue, who has agreed to work with the SPPP to install the lights on the Chevy Bolts. Sgt. Castelin added that he hopes to receive a Purchase Order from Mr. Dunkenberger within the next few weeks and anticipates that all of the vehicles will be wrapped with the lights installed by the end of the year.

11. Discussion – Discussion by Committee of Procuring Three John Deere Gators for the Supplemental Police Patrol and the Upper Quarter Patrol

Sgt. Castelin stated that the SPPP currently has two John Deere Gators, and the request being discussed today would be to budget \$90,000 for three more Gators, two for the SPPP and one for the UQP. He stated that the \$90,000 would cover the Gators, the AC units, and the vehicle wrapping. Mr. Pendleton asked where the additional Gators would be parked. Sgt. Castelin answered that he would prefer to keep the Gators parked by the Eighth District station.

a. Consider a motion to recommend to the Finance and Development Committee approval of a budget line item in the 2025 budget of \$90,000 for three John Deere Gators for the Supplemental Police Patrol Program and the Upper Quarter Patrol

Steve Caputo motioned to recommend to the Finance and Development Committee approval of a budget line item in the 2025 budget of \$90,000 for three John Deere Gators for the Supplemental Police Patrol Program and the Upper Quarter Patrol. Ms. Hejanberger seconded the motion, and it was approved.

12. Presentation – Presentation of Upper Quarter Patrol (Purple Sheet) To Present: Matthew Pincus

See attached document. Lt. Chuck Ward reported that with the additional UQP officers added to the Bourbon Street Promenade, there has been a direct and positive impact in crime reduction. He added that residents, visitors, and business owners have approached the Promenade officers to personally thank them for the increase in police visibility.

13. Discussion – Updates of Municipal Court Follow-up To Present: Maddie Charleston

Mr. Pendleton stated that this topic will move to next month's agenda.

14. Presentation – Presentation of Updates on City Safety Coordination Efforts by City Chief Administrative Office. To Present: Alex Dunkenberger

a. French Quarter Patrol App Contract Status with SDT Productions

French Quarter

MANAGEMENT DISTRICT

Mr. Dunkenberger reported that the motion to approve the contract with SDT Productions was approved by City Council on October 11th. He added that he received a signed copy back from SDT Productions on Friday, the 25th, and it has been routed to the mayor's desk for signature. Mr. Caputo asked if the contract will go into effect on January 1st, 2025. Mr. Dunkenberger replied that it will immediately go into effect and should be a seamless process.

15. New Business– To consider and take action upon any other matters that may properly come before the French Quarter Management District Security and Enforcement Committee

Mr. G. Bilby encouraged the Committee members to attend the Bourbon Street Promenade sweeps, adding that the positive impact of the sweeps is permeating throughout the French Quarter. Ms. Hegenberger added that there has been a notable difference in the feeling of safety on Bourbon Street with the increase of police presence. Mr. Ward stated that these sweeps are not just for the upcoming Super Bowl, and they will continue going forward. Ms. Dietz suggested expanding the Sheriff's presence on Bourbon Street to seven days a week to add even more support.

16. Next Meeting Date:

The next scheduled meeting of the Committee is Monday, November 25th, 2024, at 11:00 AM.

17. Adjournment

Mr. G. Bilby made a motion to adjourn. Ms. Hegenberger seconded the motion, and the meeting was adjourned at 12:00 PM.

MONTHLY PARKING AGREEMENT

This agreement is made as of this October, 21st, 2024, by and between

French Quarter Management District and Wyndham New Orleans – French Quarter.

WHEREAS, French Quarter Management District Supplemental Police Patrol Program desires to enter into an agreement with Wyndham New Orleans – French Quarter to park on a

monthly basis in Wyndham New Orleans – French Quarter’s parking garage. French Quarter Management District Supplemental Police Patrol Program will begin parking in Hotel's

parking garage on November/December (month) at a rate of \$150 per vehicle per month. In

the initial month, November/December, will park 4 vehicles; however,

if French Quarter Management District Supplemental Police Patrol desires to add additional vehicles, they may do so with written notice to the Wyndham New Orleans – French Quarter.

The initial term of this Agreement will be One (1) Year commencing on the first month of use of the garage and terminating exactly twelve (12) months from first use. This contract will auto renew each year if a Thirty (30) day notice is not provided. Hotel and Operator may terminate this contract at any time with or without cause by providing a 60-day written notice to either party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: _____

BY: _____

ITS: _____

ITS: _____

DATE: _____

DATE: _____

Eighth District FQTF Daily UCR Tally

9/1/2024 to 9/7/2024

	SUN 9/1	MON 9/2	TUE 9/3	WED 9/4	THU 9/5	FRI 9/6	SAT 9/7	Total	UNF	Total
Homicide	30							0		0
Attempted Homicide	27-30							0		0
Aggravated Battery	34							0		0
Agg Batt by Shooting	34S							0		0
Aggravated Assault	37							0		0
Aggravated Rape	42							0		0
Armed Robbery	64							0		0
Armed Robbery Gun/Knife	64G/K							0		0
Simple Robbery	65							0		0
Property Snatching	65P							0		0
Total Persons	0	0	0	0	0	0	0	0	0	0
Aggravated Burglary	60							0		0
Sumple Burglary	62							0		0
Residential Burglary	62R							0		0
Business Burglary	62B	1		1	1	1		4		4
Auto Burglary	62C			1	1			2		2
Auto Theft	67A		2					2		2
Theft	67	1	1	2	2	3	4	3		16
Shoplifting	67S	1	2		2	2	3	4		14
Total Property	3	5	2	6	7	8	7	38	0	38
Total	3	5	2	6	7	8	7	38	0	38

Eighth District FQTF Daily UCR Tally

9/8/2024 to 9/14/2024

	SUN 9/8	MON 9/9	TUE 9/10	WED 9/11	THU 9/12	FRI 9/13	SAT 9/14	Total	UNF	Total
Homicide	30							0		0
Attempted Homicide	27-30							0		0
Aggravated Battery	34							0		0
Agg Batt by Shooting	34S							0		0
Aggravated Assault	37			1				1		1
Aggravated Rape	42							0		0
Armed Robbery	64							0		0
Armed Robbery Gun/Knife	64G/K							0		0
Simple Robbery	65							0		0
Property Snatching	65P							0		0
Total Persons	0	0	0	1	0	0	0	1	0	1
Aggravated Burglary	60							0		0
Sumple Burglary	62							0		0
Residential Burglary	62R			1				1		1
Business Burglary	62B							0		0
Auto Burglary	62C						1	1		1
Auto Theft	67A	1					3	4		4
Theft	67	4	1	2		1	5	14		14
Shoplifting	67S		4			3		7		7
Total Property	5	5	2	1	4	1	9	27	0	27
Total	5	5	2	2	4	1	9	28	0	28

Eighth District FQTF Daily UCR Tally

9/15/2024 to 9/21/2024

	SUN 9/15	MON 9/16	TUE 9/17	WED 9/18	THU 9/19	FRI 9/20	SAT 9/21	Total	UNF	Total
Homicide	30							0		0
Attempted Homicide	27-30							0		0
Aggravated Battery	34			1				1		1
Agg Batt by Shooting	34S							0		0
Aggravated Assault	37							0		0
Aggravated Rape	42							0		0
Armed Robbery	64							0		0
Armed Robbery Gun/Knife	64G/K							0		0
Simple Robbery	65					1	1	2		2
Property Snatching	65P						1	1		1
Total Persons	0	0	0	1	0	1	2	4	0	4
Aggravated Burglary	60							0		0
Sumple Burglary	62							0		0
Residential Burglary	62R							0		0
Business Burglary	62B		1	1	1			3		3
Auto Burglary	62C							0		0
Auto Theft	67A		1					1		1
Theft	67	1	2	1	3	2	3	7		19
Shoplifting	67S			1	1			2		2
Total Property	1	4	3	5	2	3	7	25	0	25
Total	1	4	3	6	2	4	9	29	0	29

Eighth District FQTF Daily UCR Tally

9/22/2024 to 9/28/2024

	SUN 9/22	MON 9/23	TUE 9/24	WED 9/25	THU 9/26	FRI 9/27	SAT 9/28	Total	UNF	Total
Homicide	30							0		0
Attempted Homicide	27-30							0		0
Aggravated Battery	34	1						1		1
Agg Batt by Shooting	34S							0		0
Aggravated Assault	37							0		0
Aggravated Rape	42							0		0
Armed Robbery	64							0		0
Armed Robbery Gun/Knife	64G/K		1					1		1
Simple Robbery	65							0		0
Property Snatching	65P							0		0
Total Persons	1	0	1	0	0	0	0	2	0	2
Aggravated Burglary	60							0		0
Sumple Burglary	62							0		0
Residential Burglary	62R							0		0
Business Burglary	62B							0		0
Auto Burglary	62C							0		0
Auto Theft	67A		2					2		2
Theft	67	6	2	1	1	1	1	4		16
Shoplifting	67S	2	1	2	1	1	2	1		10
Total Property	8	3	5	2	2	3	5	28	0	28
Total	9	3	6	2	2	3	5	30	0	30

Eighth District FQTF Daily UCR Tally

9/29/2024 to 10/5/2024

	SUN 9/29	MON 9/30	TUE 10/1	WED 10/2	THU 10/3	FRI 10/4	SAT 10/5	Total	UNF	Total
Homicide	30							0		0
Attempted Homicide	27-30							0		0
Aggravated Battery	34							0		0
Agg Batt by Shooting	34S							0		0
Aggravated Assault	37							0		0
Aggravated Rape	42							0		0
Armed Robbery	64							0		0
Armed Robbery Gun/Knife	64G/K			1				1		1
Simple Robbery	65							0		0
Property Snatching	65P		1					1		1
Total Persons	0	1	0	1	0	0	0	2	0	2
Aggravated Burglary	60							0		0
Sumple Burglary	62							0		0
Residential Burglary	62R							0		0
Business Burglary	62B		1					1		1
Auto Burglary	62C							0		0
Auto Theft	67A					1		1		1
Theft	67	1	1				2	4		4
Shoplifting	67S			1		1		2		2
Total Property	1	2	1	0	0	2	2	8	0	8
Total	1	3	1	1	0	2	2	10	0	10

ItemNumber	Code	OccurredDate	Location	SubZone	ReportStatus
J-04258-24	64	10/5/2024	739 CONTI ST	D 05	CBA
J-04382-24	67	10/5/2024	BOURBON ST / CONTI	D 04	OPEN
J-05043-24	67B	10/5/2024	1024 N RAMPART ST	E 02	OPEN
J-05101-24	67P	10/5/2024	500 BOURBON	D 05	OPEN
V-00045-24	67	10/5/2024	8 CANAL ST	A 03	OPEN
J-04274-24	67A	10/4/2024	1000 SAINT ANN	E 01	OPEN
J-03495-24	67S	10/4/2024	900 CANAL ST	I 01	OPEN
J-03540-24	67S	10/4/2024	DECATUR ST / TOULOUSE ST	C 03	CBA
J-03608-24	67S	10/4/2024	900 CANAL ST	I 01	OPEN
J-03789-24	67S	10/4/2024	301 CANAL ST	B 01	CBA
J-02492-24	67	10/3/2024	614 CANAL ST	G 04	OPEN
J-04120-24	67	10/2/2024	ROYAL ST / ESPLANADE AV	C 02	OPEN
J-01120-24	67	10/2/2024	ROYAL ST / ESPLANADE AV	C 02	OPEN
J-02110-24	64G	10/2/2024	92 FRENCH MARKET PL	D 01	OPEN
J-00520-24	67S	10/1/2024	900 CANAL ST	I 01	OPEN
J-00549-24	67S	10/1/2024	900 CANAL ST	I 01	OPEN
J-00775-24	67S	10/1/2024	730 CANAL ST	I 01	OPEN
J-00863-24	67S	10/1/2024	619 DECATUR ST	C 03	OPEN
I-29920-24	67	9/30/2024	700 BOURBON ST	D 04	OPEN
I-30752-24	65P	9/30/2024	1000 CHARTRES ST	E 05	CBA
I-30906-24	67	9/30/2024	441 ROYAL ST	D 05	OPEN
J-00469-24	62B	9/30/2024	301 DECATUR ST	C 02	CBA
V-00046-24	67P	9/30/2024	516 BOURBON ST	D 05	OPEN
V-00023-24	67	9/30/2024	417 BOURBON ST	D 05	OPEN
V-00012-24	67P	9/29/2024	BOURBON ST / SAINT LOUIS ST	D 05	OPEN
I-29056-24	67	9/29/2024	227 BOURBON ST	D 04	CBA
I-29620-24	67	9/29/2024	913 GOVERNOR NICHOLLS ST	E 04	CBA
I-30710-24	67P	9/28/2024	500 BOURBON ST	E 01	OPEN
I-28270-24	67	9/28/2024	614 CANAL ST	G 04	OPEN
I-28421-24	67	9/28/2024	700 IBERVILLE ST	D 04	OPEN
I-28519-24	67S	9/28/2024	301 CANAL ST	B 01	CBA
I-28999-24	67	9/28/2024	444 CANAL ST	I 01	OPEN
I-27173-24	67S	9/27/2024	900 CANAL ST	I 01	OPEN
I-27546-24	67S	9/27/2024	900 CANAL ST	I 01	OPEN
I-27904-24	67P	9/27/2024	BOURBON ST / SAINT PHILIP ST	E 01	OPEN
I-26809-24	67S	9/26/2024	801 CANAL ST	D 01	OPEN
V-00051-24	67P	9/26/2024	339 BOURBON ST	D 04	OPEN
V-00011-24	67S	9/25/2024	333 CANAL ST	B 01	OPEN
I-24792-24	67P	9/25/2024	BOURBON ST / CONTI ST	C 04	CBA
I-23790-24	65P	9/24/2024	333 CANAL ST	D 02	CBA
I-23860-24	67A	9/24/2024	900 SAINT PETER ST	D 03	OPEN
I-23914-24	67A	9/24/2024	900 SAINT PETER ST	D 03	OPEN
I-23941-24	67	9/24/2024	544 BOURBON ST	D 05	OPEN
I-23962-24	67S	9/24/2024	134 ROYAL ST	C 01	CBA
I-24084-24	67S	9/24/2024	134 ROYAL ST	C 02	CBA
I-24582-24	27-64G	9/24/2024	914 UNION ST	C 01	OPEN

I-23888-24	67	9/23/2024	TOULOUSE ST / BOURBON ST	D 05	OPEN
I-22639-24	67	9/23/2024	714 SAINT PETER ST	D 06	OPEN
V-00002-24	67S	9/23/2024	621 CHARTRES ST	C 03	OPEN
U-00096-24	67P	9/22/2024	300 BOURBON ST	D 04	OPEN
U-00097-24	67P	9/22/2024	420 BOURBON ST	D 05	OPEN
U-00106-24	67P	9/22/2024	BOURBON ST / SAINT LOUIS ST	D 05	OPEN
I-21855-24	34C	9/22/2024	1201 ROYAL ST	E 02	CBA
I-21897-24	67	9/22/2024	300 BOURBON ST	D 04	OPEN
I-22133-24	67S	9/22/2024	301 CANAL ST	B 01	OPEN
I-22154-24	67	9/22/2024	700 ORLEANS AV	D 01	OPEN
I-22211-24	67S	9/22/2024	301 CANAL ST	B 01	OPEN
I-22216-24	67	9/22/2024	800 BOURBON ST	E 01	OPEN
I-28685-24	67	9/21/2024	511 BOURBON ST	D 05	OPEN
U-00094-24	67P	9/21/2024	BOURBON ST / SAINT LOUIS ST	D 05	OPEN
I-20764-24	67	9/21/2024	800 BIENVILLE ST	D 04	OPEN
I-20774-24	67P	9/21/2024	711 BOURBON ST	D 06	OPEN
I-20962-24	67P	9/21/2024	711 BOURBON ST	D 06	OPEN
I-20964-24	67	9/21/2024	516 BOURBON ST	D 05	OPEN
I-21018-24	65P	9/21/2024	334 ROYAL ST	D 01	CBA
I-21630-24	65	9/21/2024	100 N PETERS ST	D 01	CBA
V-00037-24	67P	9/21/2024	516 BOURBON ST	D 05	OPEN
I-19696-24	67	9/20/2024	IBERVILLE ST / BOURBON ST	D 01	CBA
I-19705-24	65	9/20/2024	BIENVILLE ST / DAUPHINE ST	D 02	OPEN
I-20195-24	67	9/20/2024	400 BOURBON ST	D 05	CBA
U-00119-24	67P	9/20/2024	418 BOURBON ST	D 05	OPEN
I-18824-24	67	9/19/2024	739 CANAL ST	D 01	OPEN
I-18957-24	67	9/19/2024	900 CANAL ST	I 01	CBA
I-18436-24	34C	9/18/2024	700 BOURBON ST	D 04	CBA
I-17706-24	67S	9/18/2024	900 CANAL ST	I 01	OPEN
I-17715-24	62B	9/18/2024	512 BIENVILLE ST	C 02	CBA
I-17828-24	67	9/18/2024	129 CHARTRES ST	C 01	OPEN
I-17970-24	67	9/18/2024	712 ROYAL ST	C 03	CBA
I-18224-24	67	9/17/2024	739 CANAL ST	D 01	OPEN
I-16586-24	67	9/17/2024	1028 CANAL ST	A 03	OPEN
I-16745-24	62B	9/17/2024	512 BIENVILLE ST	C 02	CBA
I-16930-24	67S	9/17/2024	617 CHARTRES ST	C 03	OPEN
U-00075-24	67	9/17/2024	301 N PETERS ST	B 02	OPEN
I-23334-24	62B	9/16/2024	512 BIENVILLE ST	C 02	CBA
I-15624-24	67	9/16/2024	229 BOURBON ST	D 04	OPEN
I-15739-24	67A	9/16/2024	6300 FRENCH MARKET PL	E 03	OPEN
I-15789-24	67	9/15/2024	240 BOURBON ST	D 04	OPEN
I-20309-24	67	9/15/2024	327 CHARTRES ST	E 01	OPEN
I-16124-24	62C	9/14/2024	700 BIENVILLE ST	D 04	OPEN
I-13813-24	67	9/14/2024	711 BOURBON ST	D 06	OPEN
I-14307-24	67	9/14/2024	500 ROYAL ST	D 05	OPEN
I-14366-24	67	9/14/2024	203 CARONDELET ST	E 02	OPEN
I-14897-24	67	9/14/2024	500 BOURBON ST	D 05	OPEN

U-00078-24	67P	9/14/2024	339 BOURBON ST	D 04	OPEN
U-00067-24	67P	9/13/2024	ROYAL ST / ORLEANS AV	E 01	OPEN
I-12797-24	27-67A	9/13/2024	200 N RAMPART ST	D 02	OPEN
I-13079-24	67A	9/13/2024	1204 CHARTRES ST	E 05	OPEN
I-11954-24	67S	9/12/2024	418 N PETERS ST	D 03	CBA
I-12068-24	67S	9/12/2024	900 CANAL ST	I 01	OPEN
I-12750-24	67A	9/12/2024	900 SAINT PHILIP ST	E 01	OPEN
I-12776-24	67S	9/12/2024	900 CANAL ST	I 01	OPEN
U-00056-24	67	9/12/2024	817 DECATUR ST	E 04	OPEN
I-10042-24	62R	9/11/2024	933 BURGUNDY ST	E 02	CBA
I-10217-24	37	9/11/2024	1100 DECATUR	E 03	CBA
I-09443-24	67	9/10/2024	100 IBERVILLE ST	B 01	CBW
I-11610-24	67	9/10/2024	BOURBON ST / IBERVILLE ST	D 01	OPEN
I-08670-24	67S	9/9/2024	801 CANAL ST	D 01	OPEN
I-08337-24	67S	9/9/2024	900 CANAL	I 01	CBA
I-08513-24	67S	9/9/2024	900 CANAL ST	I 01	OPEN
I-08538-24	67S	9/9/2024	801 CANAL ST	D 01	OPEN
I-08550-24	67	9/9/2024	601 DECATUR ST	C 03	OPEN
I-08631-24	67A	9/8/2024	418 SAINT PETER ST	B 02	OPEN
I-07235-24	67	9/8/2024	800 DECATUR ST	B 02	OPEN
I-07295-24	67	9/8/2024	1119 DECATUR ST	E 05	OPEN
I-07489-24	67P	9/8/2024	600 BOURBON	D 06	OPEN
I-10301-24	67	9/8/2024	555 CANAL ST	C 01	OPEN
I-06516-24	67S	9/7/2024	900 CANAL ST	I 01	OPEN
I-06703-24	67S	9/7/2024	900 CANAL ST	I 01	OPEN
I-06827-24	67S	9/7/2024	814 CANAL ST	I 01	OPEN
I-06961-24	67S	9/7/2024	619 DECATUR ST	C 03	OPEN
U-00051-24	67P	9/7/2024	BIENVILLE ST / BOURBON ST	D 04	OPEN
U-00032-24	67P	9/7/2024	300 BOURBON ST	D 04	OPEN
I-23263-24	62B	9/7/2024	512 BIENVILLE ST	C 02	CBA
V-00040-24	67	9/7/2024	417 BOURBON ST	D 05	OPEN
I-23181-24	62B	9/6/2024	512 BIENVILLE ST	C 02	OPEN
U-00042-24	67	9/6/2024	606 IBERVILLE ST	C 01	OPEN
U-00052-24	67	9/6/2024	1100 BOURBON ST	E 02	OPEN
I-08746-24	67S	9/6/2024	301 CANAL ST	B 01	OPEN
I-05505-24	67S	9/6/2024	900 CANAL ST	I 01	OPEN
I-05562-24	67	9/6/2024	800 IBERVILLE ST	D 01	OPEN
I-05830-24	67S	9/6/2024	900 CANAL ST	I 01	OPEN
I-05862-24	67	9/6/2024	1028 CANAL ST	I 02	CBW
I-04415-24	67S	9/5/2024	900 CANAL ST	I 01	OPEN
I-04442-24	62B	9/5/2024	1113 CHARTRES ST	E 05	CBA
I-04744-24	67S	9/5/2024	900 CANAL ST	I 01	OPEN
I-05096-24	67	9/5/2024	1300 CANAL ST	I 04	CBA
I-05196-24	62C	9/5/2024	500 DAUPHINE ST	D 03	OPEN
I-06665-24	67P	9/5/2024	700 IBERVILLE ST	D 04	OPEN
U-00047-24	67P	9/5/2024	339 BOURBON ST	D 04	OPEN
U-00020-24	67S	9/4/2024	333 CANAL ST	B 01	OPEN

I-23333-24	62B	9/4/2024	512 BIENVILLE ST	C 02	CBA
I-03127-24	67	9/4/2024	614 CANAL ST	G 04	OPEN
I-03506-24	67S	9/4/2024	900 CANAL ST	I 01	OPEN
I-03647-24	67	9/4/2024	625 SAINT ANN ST	E 04	OPEN
I-03768-24	62C	9/4/2024	1015 IBERVILLE ST	D 02	OPEN
I-02512-24	67	9/3/2024	334 ROYAL ST	D 01	OPEN
U-00017-24	67	9/3/2024	614 CANAL ST	D 06	OPEN
J-02742-24	67A	9/2/2024	300 DECATUR ST	B 02	OPEN
U-00022-24	67P	9/2/2024	721 IBERVILLE ST	D 04	OPEN
I-01467-24	67S	9/2/2024	235 CHARTRES ST	C 02	OPEN
I-01615-24	67S	9/2/2024	541 CHARTRES ST	C 03	OPEN
I-04541-24	67A	9/2/2024	600 DECATUR ST	B 02	OPEN
I-00342-24	62B	9/1/2024	522 SAINT PETER ST	C 02	CBA
I-00568-24	67S	9/1/2024	333 CANAL ST	B 01	OPEN

	24-Jan	24-Feb	24-Mar
Total Calls	3410	2840	2800
App Call	406	421	507
Dispatch	109	57	143
Self-Initiated	2895	2362	2150
Average Response Time (minutes)	3.2	4.3	7.5
App Call Response Time	12.3	14.0	11
Stats:			
Arrests	21	9	13
Traffic Citations	11	12	13
Parking Citations	6	2	12
Summons	6	3	2
FICs	11	8	12
Business Checks	724	561	710
Citizen Contacts	1573	1360	1569
Subjects Moved	347	355	548
Report To Follow	20	8	7
Miles	7764	5537	6668
Shifts Scheduled	930	870	930
Shifts Filled		510	656
Percentage Filled	69%	59%	71%

	24-Apr	24-May	24-Jun
Total Calls	2839	3974	3791
App Call	429	484	397
Dispatch	124	232	260
Self-Initiated	2286	3258	3134
Average Response Time (minutes)	2.8	3.2	2.2
App Call Response Time	3.7	7.9	5
Stats:			
Arrests	23	40	30
Traffic Citations	31	85	46
Parking Citations	10	64	44
Summons	17	25	25
FICs	30	50	34
Business Checks	614	601	769
Citizen Contacts	2017	2101	1982
Subjects Moved	457	609	637
Report To Follow	29	41	23
Miles	6122	7969	7979
Shifts Scheduled	900	930	900
Shifts Filled	636	763	743
Percentage Filled	71%	82%	83%

	24-Jul	24-Aug	24-Sep
9/1/2024 to 9/7/2024	4554	4922	3328
App Call	473	536	388
Dispatch	273	276	204
Self-Initiated	3808	4110	2736
Average Response Time (minutes)	1.7	1.5	2.1
App Call Response Time	8	7	9
Stats:			
Arrests	38	31	18
Traffic Citations	55	78	39
Parking Citations	55	49	18
Summons	27	56	29
FICs	50	47	33
Business Checks	985	1093	795
Citizen Contacts	2739	2772	1839
Subjects Moved	1180	780	442
Report To Follow	23	20	15
Miles	10,245	10,065	6791
Shifts Scheduled	900	1064	852
Shifts Filled	820	1024	797
Percentage Filled	76%	96%	94%

8TH DISTRICT TOTAL

2024 SOLVED RATES 1/1/2024 - 10/58/2024

OFFENSE	YTD 2024	YTD SOLVED	% SOLVED
HOMICIDE	10	9	90%
AGGRAVATED BATTERY	38	34	89%
SHOOTING	9	8	89%
AGGRAVATED ASSAULT	27	25	93%
AGGRAVATED RAPE	28	1	4%
ARMED ROBBERY	36	28	78%
SIMPLE ROBBERY	30	26	87%
PROPERTY SNATCHING	13	12	92%
PERSONS	191	143	75%
AGGRAVATED BURGLARY	1	1	100%
BUSINESS BURGLARY	57	20	35%
RESIDENCE BURGLARY	20	10	50%
SIMPLE BURGLARY	17	5	29%
AUTO BURGLARY	238	49	21%
AUTO THEFT	272	26	10%
THEFT	1728	100	6%
SHOPLIFTING	211	46	22%
PROPERTY	2544	257	10%
TOTAL	2735	400	15%

SPPP COMPARED TO 8TH DISTRICT TOTAL CRIMES

8TH DISTRICT		SPPP	
Code	CodeCount	Code	CodeCount
30	10	30	6
34	14	34	12
34C	24	34C	14
34S	9	34S	7
37	31	37	17
42	30	42	5
64	36	64	25
65	30	65	17
65P	14	65P	12
60	1	60	0
62	17	62	3
62B	57	62B	29
62R	20	62R	10
62C	244	62C	72
67A	276	67A	106
67	1775	67	1179
67S	222	67S	195

Upper Quarter Patrol

PUBLIC SAFETY SERVICES CORP

MONTHLY REPORT – 28 October 2024

Key Performance Indicators

Key Performance Indicators	January	February	March	April	May	June	July	August	September	2024 Year to Date	2023 Monthly Average
Business Checks	2,491	1,419	2,527	1,821	1,693	1,739	1,581	1,329	1,298	15,898	2,765
Citizen Contacts	1,435	611	421	297	197	211	197	121	102	3,592	1,476
NOPD Assists	27	18	37	36	31	43	41	54	16	303	21
Subjects Moved	394	247	599	612	558	637	587	428	487	4,549	648
Medical (EMS Notified Rendered Aid)	7	6	11	9	5	9	8	12	9	76	8

Summary of Month Activities

9/2/2024

On Monday, September 2, 2024, at approximately 7 PM, Lieutenant Ernest Newman, Detective Conner Berthelot, Detective Greg Joerger, Deputy Brittany Lackings, and Deputy Thomas Maag were working an approved off-duty paid detail for the Upper Quarter Patrol. While on foot patrol in the 100 block of Royal Street, New Orleans Police Department (NOPD) Communication's dispatched a call of suspicious persons, who were possibly armed with a weapon. Note: Additional Information was received by NOPD supervisor, Sergeant Stephen Kirebel, who was monitoring the Real Time Crime Center (RTCC) cameras, that one of the four male subjects was observed removing a firearm from his waistband and appeared to be in the process of committing a crime against another group of males gathered at Canal and Exchange Streets. The four male subjects then quickly walked in the direction of the 100 block of Royal Street, where OPSO Deputies and NOPD Officers were positioned. At this point both deputies and NOPD Officers contacted the four subjects. One of the male subjects, later identified as Devin Glover (W/M, DOB 3-2-08), fled on foot onto Iberville Street towards Bourbon Street. The foot pursuit of Glover continued until he was apprehended a short time later in the 200 Block of Dauphine Street. It should be noted that responding Deputy Brittany Lackings conducted a search of the area where Glover was apprehended and located a black semiautomatic handgun that Glover tossed into a cardboard box. The other three male subjects were later identified as Tyriq Thompson (B/M, DOB 6-19-2006), Parker Duncan (B/M, DOB 4-5-2007) and Cahlee Pierre (B/M, DOB 12-1-2007) and were all escorted on foot to the 8th District Station by Lieutenant Newman, Detective Joerger and Deputy Maag. It was later learned that Devin Glover was charged with possession of a firearm and carrying a concealed weapon by a convicted felon. Tyriq Thompson was be charged with Contributing to the Delinquency of a Juvenile. Parker Duncan and Cahlee Pierre were not charged and subsequently released. The incident was referenced under NOPD item number I-09670-24.

9/10/2024

On Tuesday, September 10, 2024, at approximately 12:10 PM, Deputy Loy Madrigal was flagged down by the assistant manager of the Hotel Monteleone, Mr. Joseph Lecour, regarding a suspicious white male attempting to remove a cart with luggage from the hotel premises. The subject, identified later as James George White, was asked by Mr. Lecour if he was a guest of the hotel, to which he responded that he needed a cart for a family member allegedly staying at the hotel. Mr. White claimed the family member was staying in Room 205, a room that does not exist. Deputy Madrigal immediately stopped Mr. White as he was exiting the front door of the Hotel Monteleone. When questioned, Mr. White reiterated that he was there for his family and refused to provide identification upon request. After refusing to cooperate and attempting to walk away from Deputy Madrigal, the subject was detained and escorted to the 8th District Station for further questioning. Upon arrival at the station, Mr. White's Miranda rights were read via cellular phone. Mr. White then handed over a black-colored case containing his wallet. Inside the wallet, Deputy Madrigal discovered two forms of identification—one belonging to James George White and another belonging to Ronald Wyatt. Ronald Wyatt had been identified earlier this year as the victim of a simple robbery. Mr. White was issued a summons for the following violations of municipal ordinances: Criminal Trespassing (MCS 54.153) and Disturbing the Peace (MCS 54.403). Mr. White has been instructed to appear in court on September 27, 2024, at 9 AM at 1601 Perdido Street, Room 100.

Action Taken:

Summons issued for Criminal Trespassing and Disturbing the Peace, identification of a prior robbery victim discovered in the possession of the suspect, subject detained and later released with a court date set.

Next Steps:

Further investigation may be required regarding the possession of Ronald Wyatt's identification card, linking Mr. White to any prior criminal activity. The court date will address the charges.

Summary of Month Activities

9/15/2024

On Sunday, September 15, 2024, at approximately 3 PM, Deputies Loy Madrigal and Joseph Lodwick were conducting foot patrol in the 100 block of Royal Street. The deputies were approached by Walgreens employee, Chris Hansen, who reported a shoplifter walking out of the Walgreens store located at 134 Royal Street. Deputies immediately responded and apprehended the suspect, a black male who later self-identified as Corey Lavern (DOB 07/16/1970). During the search of the suspect's pockets, Deputy Madrigal was pricked by a needle located in Lavern's right pocket. There were two needles in his pocket, one of which did not have a protective cap and is believed to be the one that caused the injury to Deputy Madrigal's right palm. Deputy Madrigal immediately notified dispatch of the situation, and both deputies escorted the suspect to the 8th District station for identification. A search using the CASTnet system returned no information on the suspect. As a result, the suspect was transported to Central Lockup at 2800 Perdido Street for booking and identification purposes. The suspect, Corey Lavern, will be charged with the following: LRS 14:67.10 – Theft of goods, for shoplifting merchandise valued at \$25.22 from Walgreens and LRS 14:63– Criminal trespass, as the suspect had been previously warned and banned from the premises on multiple occasions.

Deputy Loy Madrigal sustained a needle stick injury to his right palm during the search of the suspect. Medical personnel will evaluate Deputy Madrigal for his injury. Subsequent to the arrest, it was determined that the arrested subject provided a false name to the UQP Deputies. Upon being transported to lockup, the offender's fingerprints were analyzed through AFIS (Automated Fingerprint Identification System), which produced a match identifying the arrestee as Kendall Copeland.

9/25/2024

On Wednesday, September 25, 2024, while on patrol in the 800 block of Bourbon Street, Deputy Loy Madrigal observed a white male subject, later identified as Derick Geautrex, riding a rental blue bike and carrying a small compressor. The subject matched the description of a suspect wanted for a car burglary that had occurred a few minutes earlier. NOPD Property Crimes detectives had provided this description during their search for the suspect. Upon further observation, Deputy Madrigal saw the subject engaging in what appeared to be a transaction, attempting to sell the compressor to a construction worker on the block. Deputy Madrigal approached the subject, identified himself as law enforcement, and placed him in handcuffs for further investigation. During this time, the subject became combative and attempted to resist while in handcuffs. Madrigal immediately notified the dispatcher of the location and advised them that the subject was resisting while in custody. Once the NOPD detectives arrived, Deputy Madrigal turned over the subject to their custody for further investigation into the car burglary.

Municipal Arrests: 8

Summonses: 7

State Arrests: 2

EUQP Key Performance Indicators

Key Performance Indicators	April	May	June	July	August	September	2024 Year to Date
New Complaints	175	226	279	293	203	197	1,373
NOPD Assists	129	158	183	168	177	248	1,063
Medical	5	2	5	3	14	10	39
Traffic Citations	5	33	59	27	35	30	189
Municipal Arrests	1	8	6	3	4	5	27
State Arrests	3	1	2	3	3	2	14
Business Checks				18	29	41	88

Summary of Month Activities

Expanded Upper Quarter Patrol

9/22/2024

On September 22, 2024, a concert was being held in the 200 block of Decatur Street at the House of Blues featuring rap artist Young Jeezy. Large crowds assembled in and around the Venue after the event concluded. Given the propensity for altercations and potential violence that have been associated with these performances in the past, EUQP members Detective Bryant Parish and Sgt. Jamil Champagne established a visible presence in the immediate area. Utilizing marked vehicles with active emergency lights, UQP personnel successfully dispersed loiterers and agitators.

Bourbon Promenade

The UQP continues to assist the NOPD Bourbon Promenade with supplemental support. The UQP now staffs five permanent promenade positions every Friday, and an average of four positions every Saturday.

Summonses: 6

Municipal Arrests: 5

PROFESSIONAL SERVICES AGREEMENT

BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

SDT PRODUCTIONS, LLC

FRENCH QUARTER SUPPLEMENTAL POLICE PATROL PROGRAM APP

“FQTF APP”

RFP # 3788

THIS PROFESSIONAL SERVICES AGREEMENT (the “**Agreement**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and SDT Productions, LLC, represented by Sidney D. Torres, IV, President and Manager (the “**Contractor**” or “**SDT Productions**”). The City and SDT Productions may sometimes each be referred to as a “**Party**,” and collectively, as the “**Parties**.” The Agreement is effective as of July 1, 2024 (the “**Effective Date**”).

RECITALS

WHEREAS, on December 21, 2023, the City issued Request for Proposals No. 3788, seeking qualified persons to provide professional services including the provision of a supplemental police patrol program app for use by the citizens of New Orleans, the City’s visitors, the New Orleans Police Department, and the City’s Administration (the “**RFP**”); and

WHEREAS, SDT Productions submitted a technical proposal (“**Contractor’s Technical Proposal**”) and a cost proposal (“**Contractor’s Cost Proposal**”), both dated January 11, 2024, and the City has selected SDT Productions to perform the professional services described in the RFP; and

NOW THEREFORE, the City and SDT Productions agree as follows:

ARTICLE I - THE CONTRACTOR’S OBLIGATIONS

A. Services. SDT Productions will, in accordance with the schedule approved by the City:

1. Provide and maintain a mobile-accessible application (“**app**” or “**FQTF APP**”) that will enable end-users to directly report quality of life issues, non-emergency incidents, crimes, and other categories of complaints determined by the City, through the NOPD.

2. Customize the FQTF App for use in the French Quarter and utilization by the City of New Orleans Police Department’s 8th District that will result in the following deliverables/services: French Quarter Task Force Citizen, Officer, and Administration Apps / Modules, and associated geolocation services, and data storage in conformity with the FQTF App’s features as defined in Exhibit “C” of the Mobile Licensing and Services Agreement.

3. Provide and maintain a digital application compatible with current versions of all major mobile operating systems in popular use during the duration of the Agreement, including, but not necessarily limited to, Apple iOS and Google Android, that allows the City’s citizens and

visitors to report crime and quality of life issues, while also connecting the City's citizens and visitors to the New Orleans Police Department, to resources, and to other social services.

4. Provide an app that meets the industry standard of ninety-nine percent (99.99%) online performance and that will be updated to maintain compatibility with the current, generally available, end-user versions of iOS and Android at all times.

5. In the event of major operating system releases, must:

- i. Have a publicly available release with all regular app features fully functioning within less than thirty (30) days following the release.
- ii. Have a publicly available release, with all regular app features fully functioning and compatible with all "point" releases of Apple iOS or Google Android within fourteen (14) days following the general availability of the OS update to the public.

6. Through the Administration App, provide data and reports for NOPD users to conduct data analytics to provide inputs for NOPD Max Meetings and provide data requested by any associated entities.

7. Respond to any FQTF App software specific inquiries from agencies such as the United States Eastern District Court of Louisiana, State of Louisiana Legislative Auditor's Office, State of Louisiana Attorney General's Office, City of New Orleans's Office of Inspector General, and the City's contract managers/authorized personnel as requested in accordance with Section 7.4 of the RFP – *Contract Administration*, Section 7.5.2 of the RFP – *Performance Evaluation*, Section (C) of Attachment "A" to the RFP - *Performance*, Attachment "B" to the RFP – *Ownership of Data, Data Security, and Availability* and Section 5 of Attachment "F" to the RFP – *Audit and Inspection*.

8. Design the app to accommodate the following types of end users: City's citizens/residents, visitors, officers, and administrators, in accordance with the specifications provided in Attachment "A" to the RFP – *Statement of Needs* and the Contractor's Technical Proposal, dated January 11, 2024.

9. Ensure that SDT Productions, its employees, and app end users agree to the City's terms of services, disclaimers, and the privacy policies promulgated by the Office of Information Technology and Innovation in Exhibit "D" of the Contractor's Mobile Application License and Services Agreement and insert the language contained therein on the web-based applications and user-downloaded applications for the French Quarter Task Force version of SDT Productions' App Task Force.

10. Ensure that the City's Office of Information Technology and Innovation approves SDT Productions' protocols for data security breaches.

11. Ensure that the City *solely* releases information related to the services provided under this Agreement to outside parties at its discretion and that information related to the services provided under this Agreement is maintained under policies approved by the City.

12. Implement the data security measures prescribed in Attachment "B" to the RFP – *City's Terms and Conditions on Ownership of Data, Data Security, and Availability* and ensure that SDT Productions' employees and/or subcontractors comply with the same terms and conditions.

13. Perform all other services and obligations as set forth in any of the following documents that are incorporated fully into this Agreement: the RFP, which is attached separately and fully incorporated herein as Exhibit “A”; the Contractor’s proposal dated, January 11, 2024, which is attached separately and fully incorporated herein as Exhibit “B”; and the Contractor’s Mobile Application License and Services Agreement, attached and fully incorporated herein as Exhibit “C”.

14. Submit complete and accurate invoices in accordance with Article III, Section (B) herein, Article I, Section (E) herein, Section 9.10 of the RFP – *Direct Deposit Electronic Payment Program*, and Section 25 to Attachment “F” to the RFP - *Invoicing*, maintain records, submit to audits and inspections in accordance with Article I, Section (G) herein, maintain insurance in accordance with Article I, Section (H) herein, and perform all other obligations as set forth in this Agreement.

15. Promptly correct any errors or omissions and any work deemed unsatisfactory or unacceptable by the City, all at no additional compensation.

16. Monitor, supervise, and otherwise control and be solely responsible for all persons performing work on its behalf.

17. In accordance with Section 22 of Attachment “F” to the RFP – *Incorporation into Subcontracts*, incorporate the Agreement’s terms and conditions into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with the provisions herein.

18. Cooperate with the City and any person performing work for the City.

B. Standards. SDT Productions, and any person performing work on its behalf, will perform all work under this Agreement in accordance with software development industry standards in terms of code formatting, bug tracking and issue management, secure coding practices, provision of documentation on how the app works, on the app’s use and functionality, and the app’s modification process, and providing an app that provides consistency, quality, and scalability through the use of automated testing and test coverage, use of code quality tools, execution of code reviews, small/incremental deployment, use of feature flags, continuous integration and continuous deployment (“CI/CD”), use of version control, use of observability tools, use of code analysis tools, and use of Git tools.

C. Compliance with Laws. SDT Productions, and any person performing work on its behalf, will comply with all applicable Federal, State, and local laws, regulations, and ordinances. In accordance with Section 9.14 of the RFP – *Familiarity with Laws*, SDT Productions shall be familiarized with all applicable Federal and State laws, parish/municipal ordinances, resolutions, and the rules and regulations of all authorities having jurisdiction over the Agreement. These laws, regulations, and/or ordinances will be deemed incorporated into the Agreement, the same as though herein written in full.

D. Schedule.

1. Schedule to Complete and Progress Schedule.

i. SDT Productions will perform all work under this Agreement according to the schedule set by the City in accordance with Section (C) of Attachment “A” to the RFP - *Performance*.

- ii. The versions of the FQTF Apps currently in use by the NOPD's 8th District and by the residents and businesses of the French Quarter will be maintained after ATP date. In parallel, SDT Productions will edit and make minor changes to the Apps and release new versions in line with the latest Apple and Google requirements. Updates will include the Standard Reports, and SDT Productions will provide Training and User Guides as specified in Exhibit "B" of the Mobile Licensing and Services Agreement, under Section (4) and Section (5).
- iii. SDT Productions will submit the proposed schedule for the above tasks within fourteen (14) calendar days of receiving written authorization from the City to proceed.

2. The City has the sole right to approve, reject, or require changes to all schedules relating to the performance of this Agreement, including, without limitation, any proposed progress schedule, and any requests for modifications.

3. SDT Productions acknowledge and agree that time is of the essence in the performance of this Agreement.

E. Invoices.

1. SDT Productions must submit invoices to the City electronically, via its supplier portal, for goods or services provided under this Agreement. SDT Productions will invoice the City for the Mobile License and Services Agreement for Calendar Year 2024 within five (5) calendar days from SDT Productions' receipt of an authorization to proceed from the City. The invoice for Calendar Year 2025 will be submitted by December 1, 2024. Invoices for subsequent years will be submitted using the same timeframe: on December 1st of the preceding year. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include the following information:

- Name of Contractor
- Date of Invoice
- Invoice Number
- Contract or BRASS Number issued by the City (*i.e.*, K24-825)
- Name of the City Department to be invoiced (*i.e.*, CAO)
- Description of Services
- Licensing Fee(s)

2. Invoices will be processed in accordance with Article III, Section (B) of the Agreement.

3. All invoices must be signed by an authorized representative of SDT Productions under penalty of perjury attesting to the validity and accuracy of the invoice.

4. The City may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices.

F. Records and Reporting.

1. In accordance with *La. R.S. 24:513*, *La. R.S. 24:518*, and Section 5 of Attachment “F” to the RFP- *Audit and Inspection*, SDT Productions will maintain all books, documents, papers, accounting records, invoices, materials records, payrolls, work papers, personnel records, and other evidence pertaining to the performance of services under this Agreement, including, without limitation, of costs incurred through the later of three (3) years from (a) the completion of this Agreement (including any renewal or extension periods); or (b) from the resolution of any disputes relating to the Agreement. If this Agreement is terminated for any reason, SDT Productions will deliver to the City all plans and records of work compiled through the date of termination in accordance with Attachment “B” to the RFP – *City’s Terms and Conditions on Ownership of Data, Data Security, and Availability*.

2. SDT Productions will identify any reporting requirements, including the frequency, methods, and contents.

3. SDT Productions is solely responsible for the relevance and accuracy of all items and details included in any reports relating to the work performed under this Agreement, regardless of any review by the City, provided that SDT Productions is not responsible for the relevance and accuracy of any items and details included in any reports that are solely based upon or derived from information provided by the City.

G. Audit and Inspection.

1. In accordance with Section 5 of Attachment “F” to the RFP – *Audit and Inspection*, SDT Productions will submit to any City audit, inspection, and review and, at the City’s request, will make available all documents relating or pertaining to this Agreement maintained by or under the control of SDT Productions, its employees, agents, assigns, successors, and subcontractors, during normal business hours at SDT Productions’ office or place of business in Louisiana. If no such location is available in Louisiana, SDT Productions will make the documents available at a time and location that is convenient for the City.

2. SDT Productions will abide by all provisions of *City Code Section 2-1120*, including, but not limited to, *City Code Section 2-1120(12)*, which requires SDT Productions to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the Agreement. SDT Productions agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

H. Insurance.

1. In accordance with Attachment “E” to the RFP- *Insurance Requirements*, except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, SDT Productions will maintain the following insurance in full force and effect for the duration of the work under this Agreement. Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with SDT Productions’ scope of work under the Agreement.

2. If SDT Productions maintains broader coverage and/or higher limits than the minimums shown below, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by SDT Productions. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City:

3. Minimum Requirements:

- i. Cyber Liability Insurance appropriate to SDT Productions’ profession, with limits of liability not less than \$1,000,000.00 per occurrence or claim / \$2,000,000.00 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations of SDT Productions and shall include, but not be limited to claims involving network interruption, security and privacy, extortion, and release of private information.
- ii. The Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, SDT Productions must procure and evidence full extended reporting period (“ERP”) coverage.
- iii. SDT Productions shall be able to meet the above referenced specific policy limits of liability through a combination of primary and umbrella / excess coverage.

4. The obligations for SDT Productions to procure and maintain insurance shall not be construed to waive nor restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve SDT Productions from any liability incurred as a result of their activities/operations in conjunction with SDT Productions’ obligations and/or scope of work.

5. **Additional Insured Status:** SDT Productions will provide, and maintain current, a Certificate of Insurance, naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers as “Additional Insureds,” covered on the Cyber Liability policy with respect to liability arising out of the performance of this Agreement. Insurance coverage can be provided in the form of an endorsement to SDT Productions’ 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 are used).

6. SDT Productions shall require and verify that all subcontractors maintain insurance and coverage limits meeting all the requirements stated herein or the subcontractor’s liability shall be covered by SDT Productions.

7. 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 the Chief Administrative Office at 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112, with a copy forwarded to the Risk Management Division, 1300 Perdido Street, 9E06 – City Hall, New Orleans LA 70112.

8. The Additional Insured box shall be marked “Y” for Cyber Liability and Professional Liability coverages.

9. **Primary Coverage:** For any claims related to this Agreement, SDT Productions’ insurance coverage shall be primary insurance with respect to 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 SDT Productions’ coverage.

10. **Claims Made Policies:** If applicable, the retroactive date must be shown and must be before the date of the Agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, SDT Productions must purchase “extended reporting” coverage for a minimum of three (3) years after the termination of this Agreement.

11. **Waiver of Subrogation**: SDT Productions and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this Agreement.

12. **Notice of Cancellation**: Each insurance policy required above shall not be canceled, allowed to expire, nor altered except without prior notice to the City of no less than thirty (30) days.

13. **Acceptability of Insurers**: Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

14. **Notice**: SDT Productions will provide the following documents to the City's Risk Manager within ten (10) calendar days of the City's request at (City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112- Ref.: SDT Productions, LLC):

- i. Copies of all policies of insurance, including all policies, forms, and endorsements.
- ii. Substitute insurance coverage acceptable to the City within thirty (30) calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement.

15. **Special Risks or Circumstances**: The City of New Orleans shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other circumstances.

I. **Indemnity**.

1. **In general**. In accordance with Section 23 of Attachment "F" to the RFP – *Indemnification*, to the fullest extent permitted by law, SDT Productions will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life, injury, or damage to persons or property arising from or relating to any act, omission, or the operations of SDT Productions, its agents, subcontractors, or employees while engaged in or in connection with the discharge or performance of any work under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to SDT Productions in connection with the performance of work under this Agreement.

2. **Limitation**. SDT Productions' indemnity does not extend to any loss arising from the gross negligence, negligence, or willful misconduct of any of the Indemnified Parties, provided that neither SDT Productions nor any of its agents, subcontractors, or employees contributed to such gross negligence, negligence, or willful misconduct.

3. **Independent Duty**. SDT Productions 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 (i) the allegations are or may be groundless, false, or fraudulent or (ii) SDT Productions is ultimately absolved from liability.

4. **Expenses.** Notwithstanding any provision to the contrary, SDT Productions shall bear the expenses including, but not limited to, the City's reasonable attorneys' fees, lay and expert witness fees, court costs, and any similar expenses, incurred by the City in enforcing this indemnity.

ARTICLE II - REPRESENTATIONS AND WARRANTIES

A. SDT Productions represents and warrants to the City that:

1. SDT Productions, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement.

2. SDT Productions has and will maintain the requisite expertise, qualifications, staff, materials, equipment, licenses, permits, consents, registrations, and certifications in place and available for the performance of all work required under this Agreement.

3. SDT Productions is bonded, if required by law, and fully and adequately insured for any injury or loss to its employees and any other person resulting from the actions or omissions of SDT Productions, its employees, or its subcontractors in the performance of this Agreement.

4. SDT Productions is not under any obligation to any other person that is inconsistent with or in conflict with this Agreement, or that could prevent, limit, or impair SDT Productions' performance of this Agreement.

5. SDT Productions has no knowledge of any facts that could prevent, limit, or impair the performance of this Agreement, except as otherwise disclosed to the City and incorporated into this Agreement.

6. SDT Productions is not in breach of any federal, state, or local statute, regulation, or code applicable to SDT Productions or its operations.

7. Any rate of compensation charged for the performance of services under this Agreement are no higher than those charged to SDT Productions' most favored customer for the same or substantially similar services.

8. SDT Productions has read and fully understands this Agreement, and is executing this Agreement willingly and voluntarily.

9. All of the representations and warranties in this Article and elsewhere in this Agreement are true and correct as of the date of execution of this Agreement by SDT Productions, and the execution of this Agreement by SDT Productions' representative constitutes a sworn statement, under penalty of perjury, by SDT Productions as to the truth of the foregoing representations and warranties.

B. Convicted Felon Statement. SDT Productions complies with *City Code Section 2-8(c)* and no principal, member, or officer of SDT Productions has, within the preceding five (5) years, been convicted of, or pled guilty to, a felony under State or Federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

C. Non-Solicitation Statement. SDT Productions has not employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. SDT Productions has not paid nor agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

D. Employee Verification. SDT Productions swears that: (i) it is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to SDT Productions a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Agreement to termination, and may further result in SDT Productions being ineligible for any public contract for a period of three (3) years from the date the violation is discovered. SDT Productions further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the termination of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of this provision. SDT Productions will provide to the City a sworn affidavit attesting to the above provisions if requested by the City. The City may terminate this Agreement for cause if SDT Productions fails to provide the requested affidavit or violates any provision of this paragraph.

E. SDT Productions acknowledges that the City is relying on these representations, warranties, expertise, skill, and knowledge, and that SDT Productions' obligations and liabilities will not be diminished by reason of any approval by the City.

ARTICLE III - THE CITY'S OBLIGATIONS

A. Administration. The City will:

1. Administer this Agreement through the Chief Administrative Office ("CAO" or "Department").
2. Provide SDT Productions with all the necessary documents for SDT Productions' performance of any work required under this Agreement.
3. Provide reasonable access to Department and City personnel to discuss the required services during normal working hours, as requested by SDT Productions.
4. To the extent permitted by law, perform the services and obligations set forth in the Contractor's Mobile Application License and Services Agreement, herein incorporated as Exhibit "C".

B. Payment. The City will make payments to SDT Productions at the rate of compensation established in this Agreement based upon SDT Productions' certified invoices, except:

1. The City's obligation to pay is contingent upon SDT Productions' (a) submission of complete and accurate invoices and (b) satisfactory performance of the services and conditions required by this Agreement.
2. The City, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute.
3. The City may set-off any amounts due to SDT Productions with any amounts deemed by the City to be owed to the City by SDT Productions pursuant to this Agreement.
4. All compensation owed to SDT Productions under this Agreement is contingent upon the appropriation and allocation of funds for work under this Agreement by the City.

5. The City is not obligated, under any circumstances, to pay for any work performed or costs incurred by SDT Productions that: exceed the maximum aggregate amount payable established by this Agreement; are beyond the scope or duration of this Agreement; arise from or relate to any unauthorized change order within the scope of the Agreement; are for services performed on days on which services were suspended due to circumstances beyond the control of the City, and no work has taken place; arise from or relate to the correction of errors or omissions of SDT Productions or its subcontractors; or the City is not expressly obligated to pay under this Agreement.

6. Unless otherwise agreed by the City, payment terms are NET 30 days upon the rendition of services described under this Agreement and upon the City's receipt of a properly submitted invoice via the City's supplier portal.

7. If this Agreement is terminated for any reason, the City will pay SDT Productions only for the work requested by the City and satisfactorily performed by SDT Productions through the date of termination, except as otherwise provided in this Agreement.

ARTICLE IV - COMPENSATION

A. Rate of Compensation.

1. The City will pay SDT Productions in accordance with the following rate: initial annual licensing fee of \$50,000.00 for Calendar Year 2024 and \$89,125.00 for Calendar Year 2025. Upon the execution of a duly authorized amendment mutually agreed upon by the Parties to renew the Agreement's term for continuity of services, the City will pay a subsequent renewal fee of \$79,500.00 in accordance with Article V, Section (B) and subject to Article V, Section (D) for each allowable renewal period.

2. For enhancements and additional services outside the scope of Attachment "A" to the RFP, requested by the City in writing through a duly authorized amendment, SDT Productions will provide the rates given to its most favored customer.

3. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the City in accordance with the terms and conditions of this Agreement.

4. The stated compensation is inclusive, and includes no additional amounts for, SDT Productions' costs, including, without limitation, all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, records retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Agreement. The City will not consider nor be obligated to pay or reimburse SDT Productions any other charges or fees, and SDT Productions will not be entitled to any additional compensation or reimbursement, except as otherwise specifically provided in the Agreement.

5. SDT Productions will immediately provide written notification to the City of any reduction to the rate of compensation for its most favored customer, and the rate of compensation established by this Agreement will automatically adjust to the reduced rate effective as of the effective date of the reduction for the most favored customer.

B. Maximum Amount. The maximum aggregate amount payable by the City under this Agreement is **\$139,125.00**.

ARTICLE V - DURATION AND TERMINATION

A. **Initial Term.** The term of this Agreement shall begin on the Effective Date, and shall expire on December 31, 2025, provided there is an encumbrance of funds by the Requesting Department made from the funds allotted by the Chief Administrative Officer, which are derived from appropriations made by the City Council. This Agreement shall automatically terminate with respect to any period of time for which funds are not so encumbered.

B. **Extension.** This Agreement may be extended at the option of the City, provided that funds are allocated by the City Council, and the extension of the Agreement facilitates the continuity of services provided herein. This Agreement may be extended by the City for four (4) additional one-year terms.

C. **Termination for Convenience.** In accordance with Section 43 of Attachment “F” to the RFP- *Termination for Convenience*, the City may terminate this Agreement at any time by giving SDT Productions at least thirty (30) calendar days written notice of the termination.

D. **Termination for Non-Appropriation.** In accordance with *La. R.S. 39:1625*, this Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice, and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

E. **Termination for Cause.** The City may terminate this Agreement immediately for cause by sending written notice to SDT Productions. “Cause” includes, without limitation, any failure to perform any obligation, abide by any condition of this Agreement, or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City’s Disadvantaged Business Enterprise program and any failure to comply with any provision of *City Code Section 2-1120* or requests of the Office of Inspector General. “Cause” also includes serious misconduct, habitual neglect of duty, incompetence, conduct incompatible with SDT Productions’ duties, conduct that is prejudicial to the City, or willful disobedience to the City’s guidelines based on the parameters of the RFP and the confines of Federal, State, and local Law in accordance with Section (C) of Attachment “A” to the RFP - *Performance*. 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 thirty (30) days from the date the original written notice of termination for cause was sent to the Challenging Party; no further notice will be required.

F. **Suspension.** Notwithstanding the article on Force Majeure, the City may suspend this Agreement at any time and for any reason by giving two (2) business days’ written notice to SDT Productions. SDT Productions will resume work upon five (5) business days’ written notice from the City.

ARTICLE VI – DECLARED DISASTER

A. **Declaration.** In accordance with Section 12 of Attachment “F” to the RFP- *Declared Disaster*, during the declaration of an emergency by either the Federal, State, and/or local government, SDT Productions shall have the opportunity to provide support to the City on an as-needed and task-order-driven basis. Because of the uncertainty of the scale and/or type of emergency, the services to be provided by SDT Productions will vary and may need to be adjusted as needs are identified. SDT Productions may be requested to provide a range of services. Said services may need to be rendered on a continual basis (24 hours per day / 7 days per week) during the declaration of an emergency.

B. Task Order. Notification and Personnel. Prior to or during the declaration of an emergency, the City will notify SDT Productions via task order if the City requires SDT Productions' support. Upon activation by task order, SDT Productions will provide the City with contact information of personnel assigned to the task order and will coordinate with the City to identify any personnel available to meet the City's needs.

C. Purchase Order. Once services are identified, the City will issue a purchase order to SDT Productions. The City will issue a subsequent purchase order in case of additional need for services, or may issue a modified purchase order if changes are made to the initial purchase order.

D. Timely Documentation. SDT Productions will ensure that the City is provided with timely and accurate reports and other documentation, as requested.

ARTICLE VII - PERFORMANCE MEASURES

A. Factors. In accordance with Section 34 of Attachment "F" to the RFP – *Performance Measures*, the City will measure the performance of SDT Productions according to the following non-exhaustive factors in the evaluation promulgated by the City's Bureau of Purchasing at the Agreement's expiration: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

B. Failure to Perform. If a Party fails to perform according to the Agreement, one of the Parties will notify the Party in default to allow the Party in default to perform curative measures within thirty (30) days of a Party's notification. Within thirty (30) days after said notice of breach is given, both Parties shall meet and discuss the alleged breach and a mutually agreeable resolution to such breach, and timeline for curing such breach. Any such resolution and timeline agreed to by the Parties must be in writing and signed by both Parties to be enforceable. If there is a continued lack of performance after notification, the notifying Party may declare the other Party in default and pursue any appropriate remedies available under the Agreement and/or any applicable law.

ARTICLE VIII – LIVING WAGES

A. Definitions. In accordance with Section 27 of Attachment "F" to the RFP – *Living Wages*, unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined herein, shall have the definition attributed to them in *Article VIII, Section 70-802 of the City Code*.

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

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

C. **Living Wage.** In accordance with the Living Wage Ordinance, Living Wage shall be as follows:

1. \$11.19 per hour for any work performed on or before December 31, 2021;
2. \$13.25 per hour for any work performed on or before December 31, 2022;
3. \$15.00 per hour for any work performed on or before December 31, 2023; and
4. \$15.00 per hour plus any adjustment provided in Subsection (D) below for any work performed during Calendar Year 2024 or thereafter.

D. **Adjusted Living Wage.** In accordance with *Section 70-806(2) of the City Code*, the Living Wage shall be annually adjusted for inflation, as defined by the Consumer Price Index calculated by the U.S. Bureau of Labor Statistics as applied to the South Region, except that in no instance shall the Living Wage be adjusted downward. The first adjustment shall become effective on January 1, 2024, using the Consumer Price Index figures provided for the preceding year, and thereafter on an annual basis.

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

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

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

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

H. **Remedies.** If SDT Productions fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the

pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in *Section 70-811 of the City Code*.

ARTICLE IX - DISADVANTAGED BUSINESS ENTERPRISE (“DBE”) PROGRAM

A. In General. In accordance with Attachment “C” to the RFP – *DBE Requirements* and Section 13 of Attachment “F” to the RFP - *Disadvantaged Business Enterprise Program*, SDT Productions agrees to abide by *City Code Sections 70-456, et seq.*, to use its best efforts to carry out all applicable requirements of the City’s DBE Program for the administration of this Agreement, as set forth in the City Code and any applicable rules adopted thereunder. The City’s Office of Supplier Diversity (“**OSD**”) oversees the DBE Program and assigns a DBE Compliance Officer (“**DBECO**”) to ensure compliance.

B. Monitoring. To ensure compliance with DBE requirements during the term of this Agreement, the DBECO will monitor SDT Productions’ use of DBE subcontractors/suppliers (“**DBE Entities**”) through the following actions:

1. Job site visits
2. Electronic payment tracking via the Contract Compliance Monitoring System or other means as approved by the OSD.
3. Routine audits of contract payments to all subcontractors
4. Reviewing of records and reports
5. Interviews of selected personnel
6. The DBECO may schedule inspections and on-site visits with or without prior notice to SDT Productions or DBE Entities.

C. Cooperation. SDT Productions shall:

1. Designate an individual as the “DBE Liaison” who will monitor SDT Productions’ DBE participation as well as document and maintain records of “Good Faith Efforts” with DBE Entities.
2. Execute written contracts with DBE Entities that meet the applicable DBE goals.
 - i. SDT Productions shall provide the DBECO with copies of said contracts within thirty (30) days from the date this Agreement is fully executed between the City and SDT Productions.
 - ii. SDT Productions shall agree to promptly pay subcontractors, including DBE Entities, in accordance with the law.
3. Establish and maintain the following records for review upon request by the OSD:
 - i. Copies of written contracts with DBE Entities and purchase orders.
 - ii. Documentation of payments and other transactions with DBE Entities.
 - iii. Appropriate explanations of any changes or replacements of DBE Entities, which may include a record of “Post-Award Good Faith Efforts” for each certified firm that SDT Productions does not use in accordance with the approved DBE participation submission.

- iv. Any other records required by the OSD.
 - v. SDT Productions is required to maintain such records for three (3) years after completion or closeout of this Agreement. Such records are necessary to determine compliance with their DBE obligations.
4. Post monthly payments and submit regular reports to the DBECO as required via the online “Contract Compliance Monitoring System” or other means approved by the OSD.
- i. SDT Productions shall submit the initial report outlining DBE participation within thirty (30) days from the date of notice to proceed (or equivalent document) issued by the City to SDT Productions. Thereafter, “DBE Utilization” reports shall be due on or before the fifteenth day of each month until all DBE subcontracting work is completed.
 - ii. Reports are required even when no activity has occurred in a monthly period.
 - iii. If the established percentage is not being met, the monthly report shall include a narrative description of the progress being made in DBE participation.
 - iv. SDT Productions may also be required to attach or upload copies of canceled checks or bank statements that identify payer, payee, and amount of transfer to verify payment information as indicated on the form.
5. Conform to the established percentage as approved by the OSD.
- i. The total dollar amount of the Agreement shall include approved change orders and amendments. For a requirements contract, the total dollar amount shall be based on actual quantities ordered.
 - ii. No changes to the established percentage and DBE Entities submitted on DBE Compliance Form-1 shall be allowed without approval by the OSD.
 - iii. The City will not adjust the Agreement for any increase in cost due to replacement of DBE Entities.

D. Post-Award Modification. The OSD may grant a post-award modification request if:

1. For a reason beyond SDT Productions’ control, SDT Productions is unable to use the certified DBE entity submitted on DBE Compliance Form-1 to perform the specified work. SDT Productions must notify the OSD of the intent for removal and substitution of a certified DBE immediately upon determination of that the DBE submitted on Compliance Form-1 is unable to perform the specified work. In such case, SDT Productions shall use and document “Good Faith Efforts” to find a similarly qualified and certified DBE entity to perform such specified work. The same criteria used for establishing “Good Faith Efforts” in maximizing the participation of DBE Entities prior to awarding the Agreement will also apply to the substitution of DBE subcontractors during the performance of the Agreement; or
2. SDT Productions reasonably believes that, due to a change of scope, execution of the work in accordance with the directions from the City is unlikely to meet the established percentage or terms. In such case, SDT Productions shall use and document “Good Faith Efforts” to achieve a reasonable amount of DBE participation on the remaining work on the Agreement.

ARTICLE X - NON-DISCRIMINATION

A. Equal Employment Opportunity. In accordance with Section 18 of Attachment “F” to the RFP – *Non-Discrimination*, in all hiring or employment made possible by, or resulting from this Agreement, SDT Productions (1) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that SDT Productions’ employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. Non-Discrimination. In the performance of this Agreement, SDT Productions 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 SDT Productions in any of SDT Productions’ operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by SDT Productions. SDT Productions agrees to comply with and abide by all applicable Federal, State, and local laws relating to non-discrimination, including, without limitation, *Title VI*, and *Title VII of the Civil Rights Act of 1964*, *Section V of the Rehabilitation Act of 1973*, and the *Americans with Disabilities Act of 1990*.

C. Incorporation into Subcontracts. SDT Productions will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with these provisions.

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

ARTICLE XI - INDEPENDENT CONTRACTOR

A. Independent Contractor Status. SDT Productions is an independent contractor and shall not be deemed an employee, servant, agent, partner, nor joint venture of the City and will not hold itself nor 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 SDT Productions, as an independent contractor as defined in *La. R.S. 23:1021(6)*, for any benefits or coverage as provided by the Worker’s Compensation Law of the State of Louisiana. Under the provisions of *La. R.S. 23:1034*, any person employed by SDT Productions will not be considered an employee of the City for the purpose of Worker’s Compensation coverage.

C. Exclusion of Unemployment Compensation Coverage. SDT Productions, as an independent contractor, is being hired by the City under this Agreement for hire and defined in *La.*

R.S. 23:1472(12)(E), and neither SDT Productions nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage is being hereby expressly waived and excluded by the Parties, because (a) SDT Productions, has been and will be free from any control or direction by the City over the performance of the services covered by this Agreement; (b) the services to be performed by SDT Productions are outside the normal course and scope of the City's usual business; and (c) SDT Productions has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. Waiver of Benefits. SDT Productions, as an independent contractor, will not receive from the City any sick or annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

ARTICLE XII – FORCE MAJEURE

A. Event. In accordance with Section 21 of Attachment "F" to the RFP – *Force Majeure*, an event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by the City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of the City, provided such event was not caused by the negligence nor misconduct of the City, by the failure of the City to comply with applicable laws, or by the breach of this Agreement.

B. Notice. To seek the benefit of this Article, the City must provide notice in writing to SDT Productions, stating (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended.

C. Effect.

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:

- i. Suspend this Agreement for a duration to be set by the City, not to exceed ninety (90) days. During such time of suspension, the Parties will not be liable nor responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, SDT Productions must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or

- ii. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to SDT Productions and without any further compensation due.

2. Notwithstanding Section (C)(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

ARTICLE XIII - 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:

Chief Administrative Officer
City of New Orleans
1300 Perdido Street, Suite 9E06
New Orleans, LA 70112

&

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

2. To the Contractor:

SDT Productions, LLC
730 South Pierce Street
New Orleans, LA 70119

B. Effectiveness. Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery. If the intended recipient refuses or avoids delivery, then the date of the first attempted delivery will be deemed the date of receipt.

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 XIV - ADDITIONAL PROVISIONS

A. Amendment. The City's officers and employees are not authorized to request or instruct SDT Productions to perform any work beyond the scope or duration of this Agreement in the absence of an executed amendment to this Agreement. 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. SDT Productions nor any of its subcontractors may assign nor transfer their rights, duties, or obligations under this Agreement without the prior written consent of the City.

C. **Choice of Law.** This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

D. **Compliance with City's Hiring Requirements – Ban the Box.**

1. SDT Productions 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, SDT Productions must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary.

2. Failure to maintain compliance with the City's hiring requirements through 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 SDT Productions with notice of noncompliance and allow SDT Productions thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, SDT Productions remains noncompliant, the City may move to suspend payments to SDT Productions, void the Agreement, or take any such legal action permitted by law or this Agreement.

3. This section will not apply to any agreements excluded from the City's hiring requirements by *City Code Sections 2-8(d)* or *(g)*. Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law. If reformation is not possible, the section should be fully severable, and the remaining provisions of the Agreement will remain in full force and effect.

4. SDT Productions will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

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

F. **Construction of Agreement.** Neither Party will be deemed to have drafted this Agreement. 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. No term of this Agreement shall be construed or resolved in favor of or against the City or SDT Productions 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.

G. **Cost Recovery.** In accordance with *Section 2-8.1 of the Municipal Code*, entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," and Section 11 of Attachment "F" to the RFP – *Cost Recovery*, to the maximum extent permitted by law, SDT

Productions shall reimburse the City or disgorge anything of value or economic benefit received from the City if SDT Productions fails to meet its contractual obligations.

H. Entire Agreement. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the Parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

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

- Exhibit “A” *Request for Proposals No. 3788, issued on December 21, 2023*
- Exhibit “B” *The Contractor’s Technical Proposal, dated January 11, 2024*
- Exhibit “C” *The Contractor’s Mobile Application License and Services Agreement*

J. Order of Documents. In the event of any conflict between the provisions of this Agreement and any incorporated documents, the terms and conditions of the documents will apply in this order: the Agreement; the RFP, attached separately; the Contractor’s Technical Proposal, attached separately; the Contractor’s Mobile Application License and Services Agreement, attached herein.

K. Jurisdiction. SDT Productions 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 SDT Productions.

L. Limitations of the City’s Obligations. The City has no obligations not explicitly set forth in this Agreement, in any incorporated documents, or expressly imposed by law.

M. 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.

N. Non-Exclusivity. This Agreement is non-exclusive, and SDT Productions 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.

O. Non-Waiver. The failure of either Party to insist upon strict compliance with any provision of this Agreement, to enforce any right, or to seek any remedy upon discovery of any default or breach of the other Party at such time as the initial discovery of the existence of such noncompliance, right, default, or breach shall not affect nor constitute a waiver of either Party’s right to insist upon such compliance, exercise such right, or seek such remedy with respect to that default or breach, or any prior, contemporaneous, or subsequent default or breach.

P. Ownership Interest Disclosure. In accordance with Section 32 of Attachment “F” to the RFP – *Ownership Interest Disclosure*, upon the City’s request, SDT Productions will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in SDT Productions and stating that no other person holds an ownership interest in SDT Productions via a counter letter. For the purposes of this provision, an “ownership interest” shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If SDT Productions fails to

submit the required affidavits, the City may, after thirty (30) days' written notice to SDT Productions, take such action as may be necessary to cause the suspension of any further payments until the required affidavits are submitted.

Q. Ownership of Records. In accordance with and to the extent permitted by the RFP, Contractor's Technical Proposal, and the Contractor's Mobile Application License and Services Agreement, upon final payment, all data prepared, created, or modified by SDT Productions ("**data**") and all products of work prepared, created, or modified by SDT Productions in the performance of this Agreement, including without limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings, or other such material, regardless of form and whether finished or unfinished (collectively, "**Work Product**") will be the exclusive property of the City, *excluding* SDT Productions' personnel and administrative records and any tools, systems, and information used by SDT Productions to perform the services under this Agreement, including computer software ("**Object Code**" and "**Source Code**"), know-how, methodologies, equipment, and processes and any related intellectual property. At the Agreement's expiration or termination, SDT Productions shall return all data prepared, created, or modified by SDT Productions and all Work Product prepared, created, or modified by SDT Productions to the City. The City will have all rights, title, and interest in any data or Work Product, including, without limitation, the right to secure and maintain any copyright, trademark, or patent of Work Product in the City's name. No data nor Work Product may be reproduced in any form without the City's express written consent. The City may use and distribute any data or Work Product for any purpose the City deems appropriate without SDT Productions' consent and for no additional consideration to SDT Productions. To the extent know-how is contained or reflected in the Work Product, SDT Productions hereby grants the City a fully paid, perpetual license to use such know-how only for its internal business purposes relating to this Agreement. The City will not sublicense nor sell know-how to any third party and will not use nor exploit the know-how to compete with SDT Productions' information technology and consulting business.

R. Ownership of Pre-existing Materials. The City acknowledges and agrees that, notwithstanding anything to the contrary in the Agreement, SDT Productions is the sole and exclusive owner of all rights, including, but not limited to, all patent rights, copyrights, trade secrets, trademarks, and other proprietary rights in the systems, programs, specifications, user documentation, and other materials used by SDT Productions in the course of its provision of services hereunder which were in existence prior to the execution of this Agreement (collectively "**SDT Productions' Materials**"). The City also acknowledges and agrees that in entering into this Agreement, the City acquires no rights in SDT Productions' Materials. The City shall not copy, transfer, sell, distribute, assign, display, or otherwise make SDT Productions' Materials available to third parties. The City agrees to secure and protect each module, software product, piece of documentation, and every other portion of SDT Productions' Materials so as to protect all of SDT Productions' rights therein. To the extent that SDT Productions' Materials are contained or reflected in the data or Work Product (as defined in the previous provision), SDT Productions hereby grants the City a fully paid up, perpetual license to use SDT Productions' Materials only for its internal business purposes relating to this Agreement. The City will not sublicense nor sell SDT Productions' Materials to any third party and will not use nor exploit SDT Productions' Materials to compete with SDT Productions' information technology and consulting business.

S. Prohibition of Financial Interest in Agreement. No elected official nor 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 SDT Productions, 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 SDT Productions pursuant to this Agreement without regard to SDT Productions' otherwise satisfactory performance of the Agreement.

T. Prohibition on Political Activity. None of the funds, materials, property, nor services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

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

V. Severability. Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law. If reformation is not possible, then the unenforceable provision shall be fully severable. The remaining provisions of the Agreement shall remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part of the Agreement.

W. Subcontractor Reporting. In accordance with Section 39 of Attachment "F" to the RFP – *Subcontractor Reporting*, upon the City's request, SDT Productions will provide a list of all natural or artificial persons who are retained by SDT Productions at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with SDT Productions' work for the City. For any subcontractor proposed to be retained by SDT Productions to perform work on the Agreement with the City, SDT Productions must provide notice to the City within thirty (30) days of retaining that subcontractor. If SDT Productions fails to submit the required lists and notices, the City may, after thirty (30) days' written notice to SDT Productions, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

X. Survival of Certain Provisions. All representations and obligations concerning records retention, inspections, audits, ownership, release of information, indemnification, insurance, payments, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

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

ARTICLE XV – 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 XVI - ELECTRONIC SIGNATURE AND DELIVERY

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

[SIGNATURES CONTAINED ON THE NEXT PAGE]

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

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

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ of _____, 2024.

CITY COUNCIL OF NEW ORLEANS

BY: _____
HELENA MORENO, PRESIDENT

**FORM AND LEGALITY APPROVED:
LAW DEPARTMENT**

BY: _____

PRINTED NAME: _____

SDT PRODUCTIONS, LLC

BY: _____
SIDNEY D. TORRES, IV, PRESIDENT/MANAGER

FEDERAL TAX I.D. / SOCIAL SECURITY NO.

[EXHIBITS CONTAINED ON THE NEXT PAGES]

[EXHIBITS “A” AND “B” ARE ATTACHED SEPARATELY BECAUSE THE EXHIBITS ARE TOO VOLUMINOUS. EXHIBIT “C” FOLLOWS ON THE NEXT PAGE. EXHIBITS INCORPORATED HEREIN SHALL HAVE THE SAME EFFECT AS IF THEY ARE ATTACHED HERETO.]

EXHIBIT “C”

**Mobile Application License and Services Agreement
for
The City of New Orleans’ use of the App Task Force[©]
in the
French Quarter Economic Development District**

SDT Productions, LLC

MOBILE APPLICATION LICENSE AND SERVICES AGREEMENT

This Mobile Application License and Services Agreement (the “**Agreement**”) is made and entered into effective as of July 1, 2024 (the “**Effective Date**”), by and between the following:

SDT PRODUCTIONS, LLC, a limited liability company organized under the laws of the State of Louisiana (“**Licensor**”); and

THE CITY OF NEW ORLEANS, a political subdivision of the State of Louisiana (“**CNO**” or “**Licensee**”).

RECITALS

WHEREAS, Licensor has agreed to provide to Licensee a limited right of use of the **APP TASK FORCE** mobile application as customized for the French Quarter Economic Development District (“**FQEDD**” or “**Area**”) and known as the ***French Quarter Task Force***, including its customized app(s) / modules (“**FQTF App**”), and Licensor’s software support services, to provide an enhanced method for citizens to report certain crimes or other public safety issues, and document officer activity and shift times related to public safety services in the Licensee’s geographic area as hereinafter described; and

WHEREAS, Licensee desires to obtain the right to use the Citizen App, the Officer App, and the Administration App modules of the **APP TASK FORCE** mobile application from Licensor, and to obtain the software support services as hereinafter provided, and Licensor desires to grant to Licensee, the right to use the ***French Quarter Task Force App(s) / Modules*** of the **APP TASK FORCE APP**; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement agree as follows:

1. Grant of License, Deliverables and Services.

Upon the terms and conditions set forth herein, Licensor grants to Licensee a license to use:

- (a) The **APP TASK FORCE** mobile application, as described in **Exhibit “A”** attached hereto including the ***French Quarter Task Force App(s) / Modules*** (one or more simply the “**Modules**”) enumerated therein, and made a part hereof, which is used by police and administrative personnel of the 8th District New Orleans Police Department and used solely in connection with the Licensee’s public safety operations.

When Citizens in the French Quarter EDD (“**FQEDD**”) area open **APP TASK FORCE**, it will display ***French Quarter Task Force***, the mobile application specific for the **FQEDD** geographical area described in **Exhibit “B”** (the “**Area**”) attached hereto.

Citizens may use the *French Quarter Task Force Citizen App* to report certain activities to the Licensee or to request services of the Licensee. These activities and services will be limited to the Area described in **Exhibit “B”**.

When an Officer employed by the NOPD opens the APP TASK FORCE Officer App, the software will thereafter display the *French Quarter Task Force Officer App* home screen.

Administration personnel working for the City of New Orleans will have access to the *French Quarter Task Force Admin App*, a web-based application accessible for popular browsers.

- (b) Access to geolocation services from third parties, i.e. Google Maps and others to the extent that Licensor has access (the “**Geolocation Services**”), used in connection with the functionality of the APP TASK FORCE; and
- (c) Licensor will provide Data storage for a minimum of seven (7) years, compliant with the Health Insurance Portability and Accountability Act of 1996, for the data generated and/or processed by the French Quarter Task Force version of APP TASK FORCE (the “**Data Storage**”). After seven (7) years, Licensor, at its cost and expense will, upon request by the Licensee, transfer the data, in whole or in part, to Licensee in a non-proprietary format.

2. **Limitations of License.**

- (a) The License hereby granted is for the *French Quarter Task Force (“FQTF”) App*. Citizens may use this version of APP TASK FORCE to report certain activities to the Licensee or to request services of the Licensee. These activities and services will be limited to the Area described on **Exhibit “B”** attached hereto. POST-Certified police Officers employed by NOPD may use the French Quarter Task Force version of APP Task Force to respond to and document certain public safety activities to the Licensee. There are no area limitations for the Officer App as it is expected that the Officers may need to go outside the Area in conjunction with their law enforcement activities.
- (b) Licensee will not make, or authorize any use, direct or indirect, of the APP TASK FORCE in any other area, and will have no right to issue a sublicense to any person.
- (c) Licensee will provide the iPads and associated charging equipment and cords. Licensee will provide a location where the Patrol Officers will be able to pick up the iPad at the start of their shift and return the iPad to that same location at the end of their shift. During their shift, the Officers will have real time access to the *French Quarter Task Force App(s) / Modules* .
- (d) Nothing in this Agreement shall be construed to prevent Licensor from granting a license for the use of the APP TASK FORCE or from utilizing the APP TASK FORCE

in any manner whatsoever outside of the Area, however, provided that Licensor's actions do not adversely affect, limit, diminish, or interfere with the Licensee's use of the APP TASK FORCE, or cause confusion to the consumers using the APP TASK FORCE within the Area.

3. Support Services. Provided that Licensee has paid all fees, Licensor will provide support services for the (a) *French Quarter Task Force Citizen and Officer Apps*, (b) *French Quarter Task Force Administration Module*, (c) the Geolocation Services, (d) the Data Storage, (e) Licensee's Access (collectively the "**Deliverables**") in accordance with service level agreement for support (the "**Support Agreement**") containing the terms and provisions as will appear on **Exhibit "C"** attached hereto. As part of such support, Licensee shall be entitled to receive all new releases of the Deliverables.

4. Fee for the Deliverables. *See Article IV of the Professional Services Agreement between the Licensee and the Licensor.*

5. Licensor's Title and Protection.

- (a) Licensor will defend and hold harmless Licensee and its officers and directors from any action brought against Licensee to the extent that it is based on a claim that any one or more of the Deliverables or the manner of Licensor's interface to one or more of the Deliverables from third parties, infringes a United States copyright or patent or any other intellectual property rights of any third party, and Licensor will pay any losses, costs, damages, and attorney fees awarded against Licensee in such action which are attributable to such claim, provided that Licensee notifies Licensor promptly in writing of the claim, and permits Licensor to participate fully in the defense and/or agrees to any settlement of such claim if completely at Licensor's cost and expense.
- (b) *See also Article I, Section (I) of the Professional Services Agreement between the Licensee and the Licensor.*

6. Notices. **Exhibit "D"** defines the notices, as amended from time to time, that will be distributed electronically, as appropriate, by the Licensor in connection with its Deliverables. These are summarized as follows:

- (a) The Licensee's *About the Organization* notice that describes the organization's mission and operations as they relate to the *French Quarter Task Force App(s) / Modules*.
- (b) The Licensor's privacy policy shall be applicable to the *French Quarter Task Force® App* which may be revised by Licensor from time to time without Licensee's consent; however, Licensor shall provide notification to Licensee, subject to *Article I, Section (A) of the Professional Services Agreement between the Licensee and the Licensor*.
- (c) The Licensor's copyright notice, in a form such as "Copyright 2015 SDT Productions, LLC" shall be applicable to the French Quarter Task Force version of APP TASK FORCE®, which may be revised by Licensor from time to time without Licensee's consent; however, Licensor shall provide notification to Licensee.

- (d) The Licensor's terms of use shall be applicable to the French Quarter Task Force version of APP TASK FORCE® App, which may be revised by Licensor from time to time without Licensee's consent; however, Licensor shall provide notification to Licensee.

7. Limited Warranty.

Licensor represents and warrants to Licensee that none of the Deliverables infringe on any copyright, patent, or other intellectual property right of any third party. Licensor warrants to Licensee that the Deliverables will conform in all material respects with Licensor's published documentation (including online publications) for the Deliverables in effect at the time of use, and the functionality described on **Exhibit "A"** (the "**Functionality**"). Licensor agrees to correct any software defects found to be in substantial non-conformance with the functionality described in Exhibit "A".

8. Advertising.

Licensor shall not use the Licensee's name, symbols, trademarks, tradename, or otherwise use or refer to the "**French Quarter Task Force**", or any of its employees, agents, representatives, or associates without the prior written consent of the Licensee, which such consent may be withheld, conditioned, or denied without cause or reason whatsoever.

9. Confidentiality.

- (a) Licensee acknowledges the APP TASK FORCE and **French Quarter Task Force App(s) / Modules** are the exclusive intellectual property of Licensor, and that Licensor has proprietary interests in those. For purposes of this Agreement, the term "**Confidential Information**" shall mean (i) the **French Quarter Task Force App(s) / Modules** and (ii) any and all related information of any nature and in any form, whether written, oral or in electronic form, that is not generally known to and not readily ascertainable by other Persons. Including, without limitation, Licensor's information related to the **French Quarter Task Force App(s) / Modules** as follows: any related software, computer programs, source code, and any related error corrections, updates or upgrades; related software products, processes, and services; Licensor's related research and development data, theories of application, methodologies, and/or **French Quarter Task Force App(s) / Modules** updates; Licensor's related data and research; Licensor's policies; any and all related samples and/or materials submitted to Licensee by Licensor; and any and all records, documents, specifications, data, and other information with respect thereto if, when and as made known to Licensee.
- (b) Licensee shall not at any time during or after the Term of this Agreement, disclose any information related to the **French Quarter Task Force App(s) / Modules** or Confidential Information to any Person, or use or otherwise exploit the **French Quarter Task Force App(s) / Modules** or Confidential Information to the detriment of Licensor, however excepting Licensee's response to any and all applicable public records laws.

For purposes of this Agreement, the term “**Person**” means any individual, corporation, limited or general partnership, limited liability company, joint venture, association, trust, governmental entity or political subdivision, or other entity or organization, whether or not a legal entity.

- (c) Following the expiration or early termination date of this Agreement, Licensee agrees that Licensor may retain possession of all records, papers, and computer data and any copies thereof (collectively, the “**Records**”) relating to the APP TASK FORCE and the Confidential Information; and provided that such return does not interfere with the public records or record retention laws of the State of Louisiana. To the extent that any Records are protected by the Louisiana Public Records Act or contain information related to an ongoing criminal investigation, Licensor shall have no right to any such Records and such Records shall remain in the custody of the lawful custodian, the Licensee.

10. Termination.

- (a) *See Article V of the Professional Services Agreement between the Licensee and the Licensor.*
- (b) *See Article VII of the Professional Services Agreement between the Licensee and the Licensor.*

11. Effect of Termination or Expiration.

Upon the expiration or termination of this Agreement, all rights granted to Licensee hereunder shall forthwith terminate and revert to Licensor, and Licensee will refrain from further use of the ***French Quarter Task Force App(s) / Modules*** or any further reference to same, direct, or indirect. Licensee shall provide Licensor access to the ***French Quarter Task Force*** iPads in order to remove the Officer App software.

12. Licensor’s Remedies.

- (a) Licensee acknowledges that its failure to cease using the ***French Quarter Task Force App(s) / Modules*** upon the termination or expiration of this Agreement will result in immediate, substantial, and irremediable damage to Licensor and to the rights of any subsequent licensee. Licensor shall be entitled to damages and/or specific performance. Licensee acknowledges and admits that there is no adequate remedy at law for such failure. Licensor shall be entitled to equitable relief by way of temporary and permanent injunctions, and such other further relief as any court with jurisdiction may deem just and proper.
- (b) Resort to any remedies referred to herein shall not be construed as an election of remedies or a waiver of any other rights and remedies to which Licensor is or may be

entitled under this Agreement or otherwise. Licensor's rights and remedies provided for herein shall be cumulative, not limited to any one right or remedy.

13. Notices. *See Article XIII of the Professional Services Agreement between the Licensee and the Licensor.*

14. Interpretation.

For purposes of this Agreement, (a) the words "include," "includes" and "including" is deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references in this Agreement: (i) to sections, annexes, schedules and exhibits, mean the sections of, and schedules and exhibits attached to, this Agreement; (ii) to an agreement, instrument or other document mean such agreement, instrument or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) to a statute, mean such statute in effect upon the Effective Date. The Parties drafted this Agreement without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The schedules and exhibits referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

See also Article XIV, Section (F) of the Professional Services Agreement between the Licensee and the Licensor.

15. Headings.

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

See also Article XIV, Section (F) of the Professional Services Agreement between the Licensee and the Licensor.

16. Severability.

If any term or provision of this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability does not affect any other term or provision of this Agreement.

See also Article XIV, Section (U) of the Professional Services Agreement between the Licensee and the Licensor.

17. Entire Agreement. *See Article XIV, Section (H) of the Professional Services Agreement between the Licensee and the Licensor.*

18. Amendment and Modification. *See Article XIV, Section (A) of the Professional Services Agreement between the Licensee and the Licensor*

19. Waiver. *See Article XIV, Section (O) of the Professional Services Agreement between the Licensee and the Licensor.*

20. Assignment or Sublicense.

This Agreement and all rights and duties hereunder are strictly personal to Licensee and shall not, without the prior written consent of Licensor, be assigned, made subject to a security interest, sublicensed, or otherwise encumbered by Licensee or by operation of law. Licensor may assign this Agreement or any of its rights hereunder, only with the consent of Licensee, which such consent may be withheld without cause or reason whatsoever. Licensor shall provide notice of such an Assignment to the Licensee, and the Licensee shall have the right to consent or to terminate this Agreement, at its election, after receiving such notice.

21. Authority, Successors, and Assigns.

Each Party warrants that the execution of this Agreement will not result in the breach of any term or provision or constitute a default under any other agreement, order, ordinance, law, or regulation to which either Party is bound to, or which is otherwise applicable under this Agreement. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

See also Article XIV, Section (X) of the Professional Services Agreement between the Licensee and the Licensor.

22. No Third-party Beneficiaries. *See Article XIV, Section (M) of the Professional Services Agreement between the Licensee and the Licensor.*

23. Counterparts. *See Article XV of the Professional Services Agreement between the Licensee and the Licensor.*

24. Relationship of Parties. *See Article XI of the Professional Services Agreement between the Licensee and the Licensor.*

25. Governing Law, Jurisdiction, and Venue. *See Article XIV, Section (C) of the Professional Services Agreement between the Licensee and the Licensor.*

26. Survival. *See Article XIV, Section (W) of the Professional Services Agreement between the Licensee and the Licensor.*

27. Attorney's Fees and Costs. *Reserved.*

28. Other Rights.

Nothing contained in this Agreement shall be construed as conferring by implication, estoppel, or otherwise upon either Party any license or other right except the licenses and rights expressly granted hereunder to that Party.

29. Insurance. *See Article I, Section (H) of the Professional Services Agreement between the Licensee and the Licensor.*

30. Acceptance.

Each Party hereby accepts the licenses and rights granted to it by a Party under this Agreement subject to all of the terms and conditions of this Agreement.

In witness whereof the Parties hereto have caused this instrument to be duly executed as of the day and year first above written.

LICENSOR:
SDT Productions, LLC

LICENSEE:
City of New Orleans

By: _____
Name: Sidney D. Torres, IV
Title: President/Manager

By: _____
Name: LaToya Cantrell
Title: Mayor

Exhibit A
to
The Mobile Application License and Services
Agreement

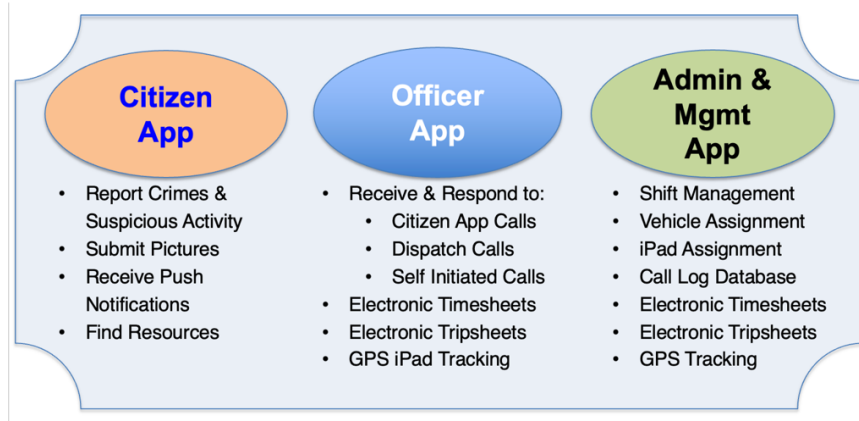
French Quarter Task Force[©] App
for
The French Quarter Economic Development District

FUNCTIONALITY DESCRIPTION

App Task Force and French Quarter Task Force modules of the APP Task Force
are Copyrighted by SDT Productions LLC.

I. Overview

SDT Productions' ***French Quarter Task Force App(s) / Modules*** for the French Quarter Economic Development District's version of APP TASK FORCE comprise of three (3) Integrated Apps/Modules:

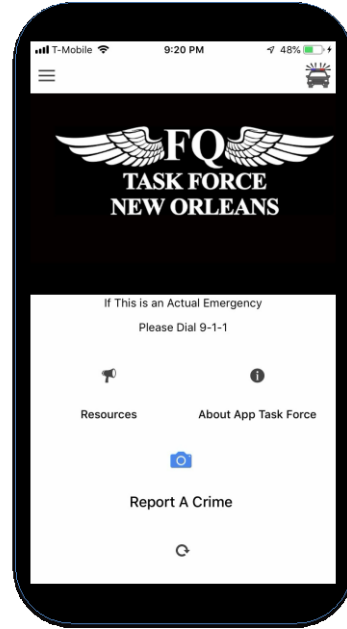
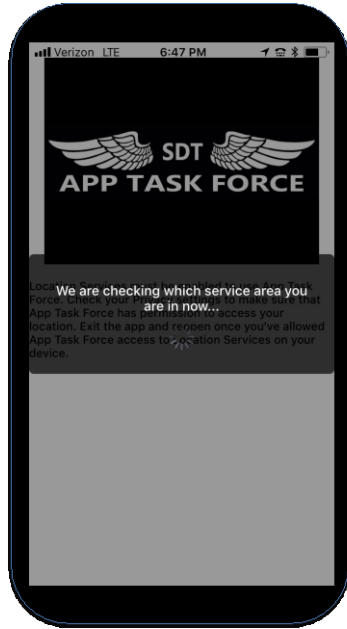


2. Citizen App

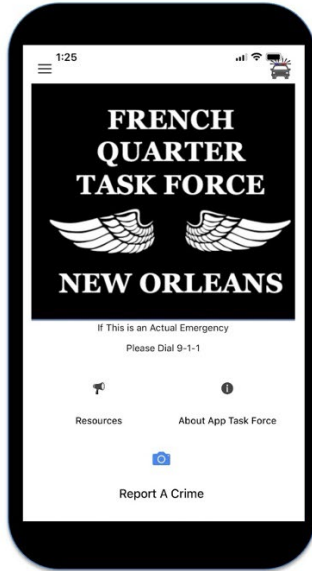
App Task Force is available for download from The Google Play and App Store. There is no cost to download the software.



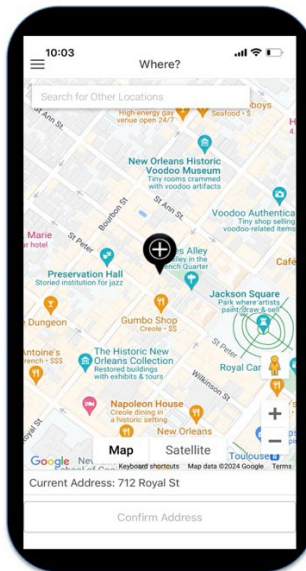
After downloading ***App Task Force***, the user is asked to agree to the terms of service and to activate location services etc. If the Citizen's device is physically in the **French Quarter EDD Area**, the Area described in **Exhibit B**, then the ***French Quarter Task Force App*** will open:



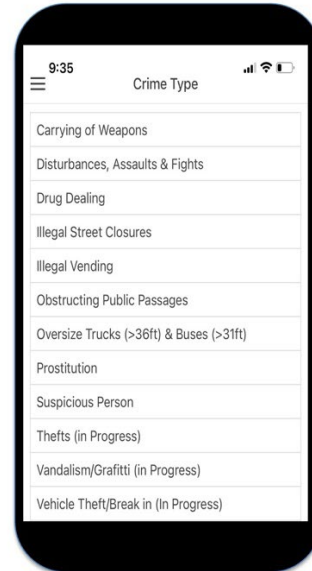
To report a crime or to request a safe walk or extra patrol, the user simply clicks on the “Report a Crime” button. The FQTF App will then display the location and address of the user’s current location. User can either confirm the address or define an alternate address. A list of reports that can be reported then opens for the Citizen to select the appropriate category:



❖ Click on “Report a Crime”

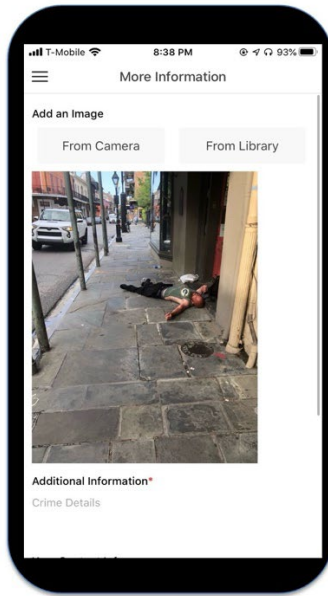


❖ Confirm location

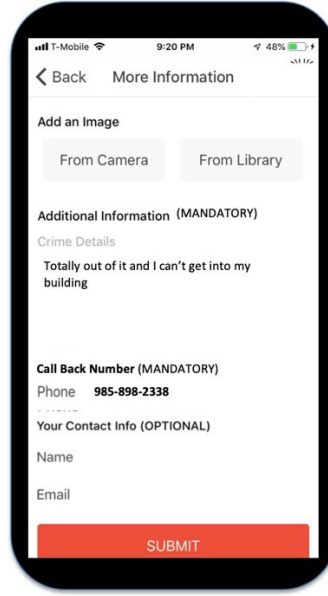


❖ Select Crime Type

Once the incident type is selected, the next screen provides an optional opportunity for the Citizen to provide a photograph to assist the Officer. The final screen opens and asks the Citizen to add any other information to help the Officer understand the situation. The Citizen is then asked to provide contact information. At a minimum, a call back number must be entered. Finally, the Citizen selects the submit button, and the information is then sent to the Responding Officers.



- ❖ **Upload Picture (Optional)**



- ❖ **Add Crime Detail**
- ❖ **Add Call Back Number**
- ❖ **Click on Submit Button**



Calls Go Directly to the Officers on Patrol

Push Notifications

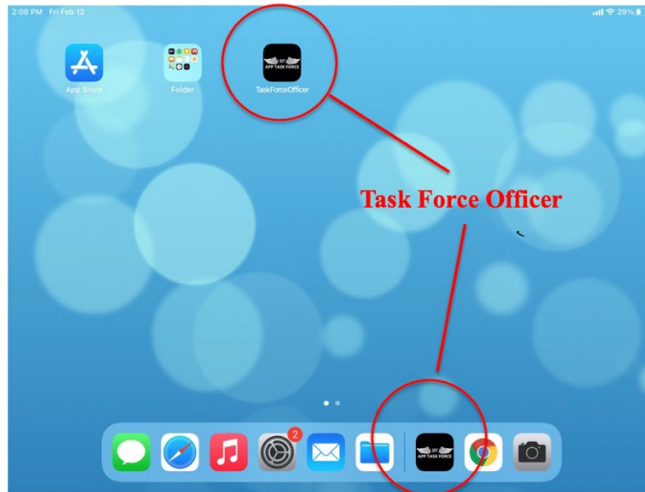
Authorized NOPD personnel will, at a date to be determined, be able to create Push Notifications in the ***French Quarter Task Force Administration Module***. Once a Push Notification is released, the Push Notification will go to all FQTF Citizen App users who have elected to receive push notifications from NOPD.

Menu

Citizens can also use their smartphones to change their account settings, reset their password, and access previously released Push Notifications and other resources by selecting the menu icon on the top left-hand side of the home screen.

3. Patrol Officer App

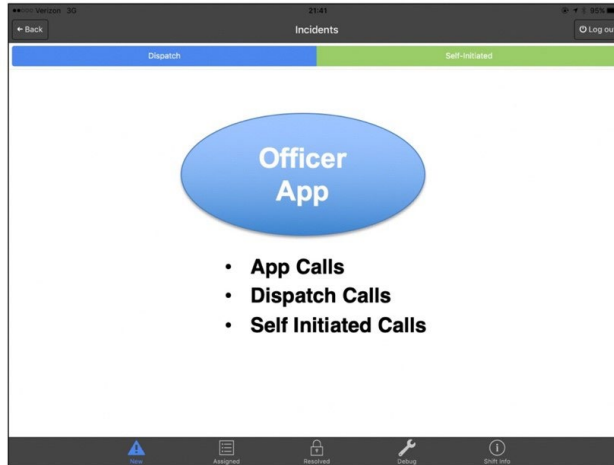
The ***French Quarter Task Force Officer App*** is not available for the public to download. SDT Productions will install the ***French Quarter Task Force Officer App*** on the Officer iPads and register the iPads in the App Task Force Admin App for the use of Officers patrolling in the French Quarter's Economic Development District. Officers will mount the iPads on the mount provided in the vehicles used for patrolling in the French Quarter's Economic Development District. A charging cable must be provided to keep the iPad Charging while on Patrol. At the start of their shift, the Officers patrolling in the French Quarter's Economic Development District will pick up the assigned iPad, unlock it, and double click on the Task Force Officer icon.



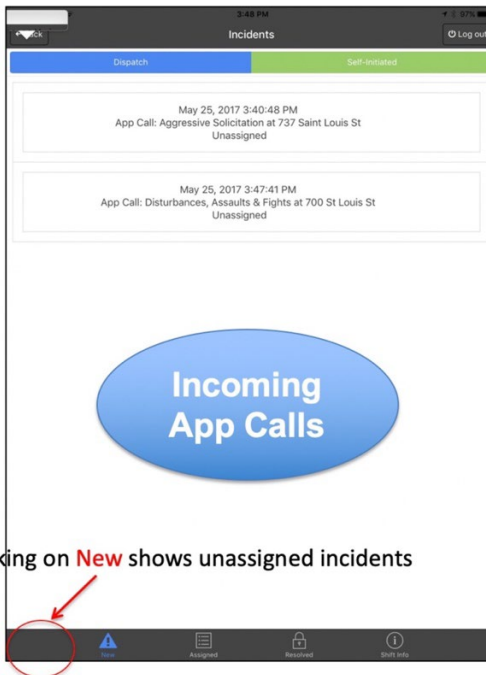
The FQTF Officer App is then displayed, and the Officers log on as users with their unique username and password.

Officer
Log In

Once logged on, the Officer's time is recorded. The Officers can set the App to the home screen where they can view and assign FQTF App calls, FQTF Dispatch Calls, and FQTF Self - Initiated calls to themselves:

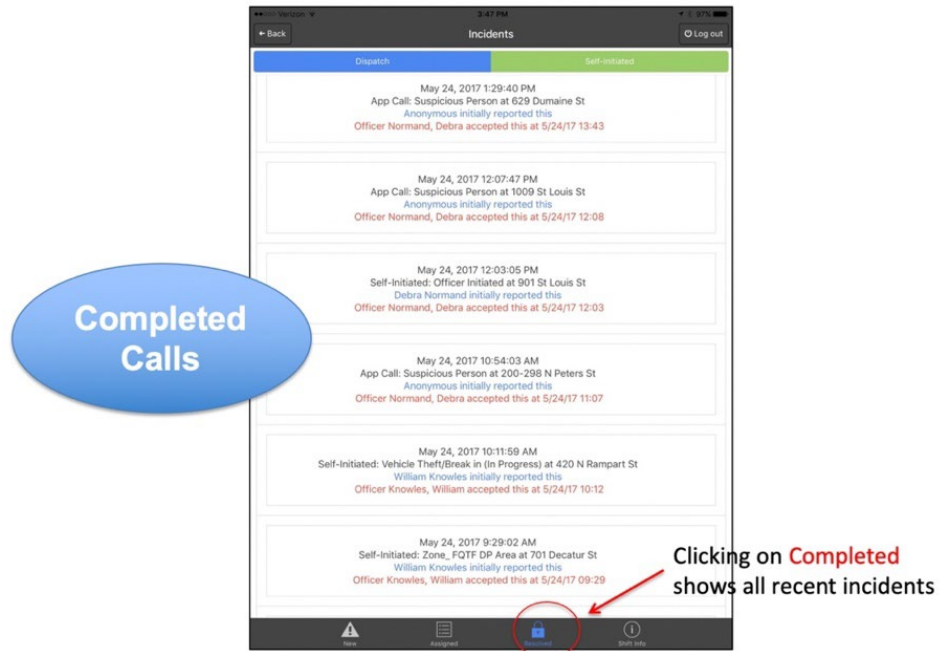


Incoming FQTF App calls are displayed on this screen for all Officers to review and to assign the FQTF App call to themselves:

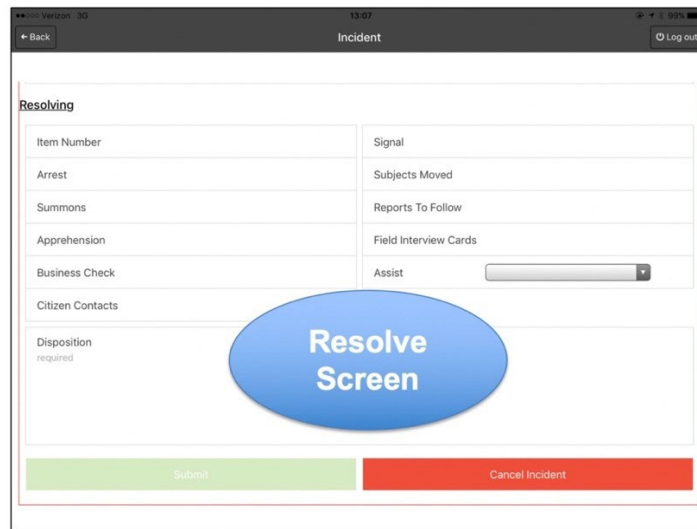


Clicking on **New** shows unassigned incidents

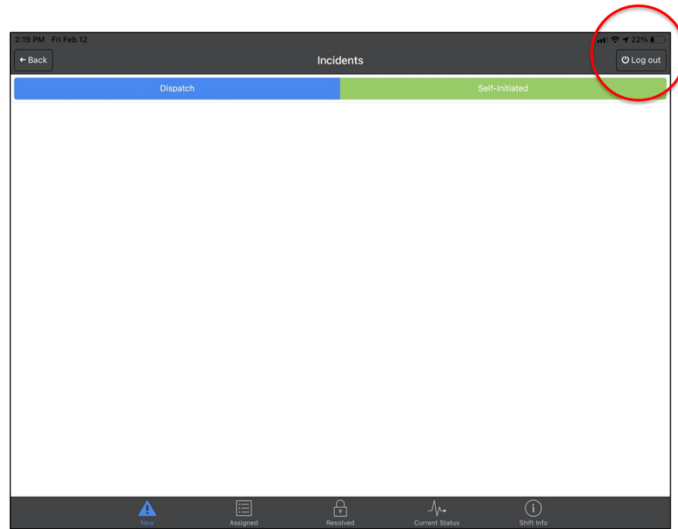
Clicking on the Completed Tab shows a list of the most recent calls/incidents:



To close out the FQTF Officer App, FQTF Dispatch, or FQTF Self-Initiated call, the Officer must add the appropriate data into the Resolution screen. At a minimum, a disposition must be added.



At the end of their shift, Officers who patrolled in the French Quarter Economic Development District will log off and return the iPad and charging cord to its designated location. The system logs their log out time and the shift start, and finish times can be used as the electronic timesheet.



4. Administration & Management App

The *French Quarter Task Force Administration Module* (“Admin App”) is a web-based application that provides management, accountability, and oversight of the French Quarter Task Force applications and modules. The Admin App is optimized to work using Google Chrome but will work with most web browsers except Internet Explorer.

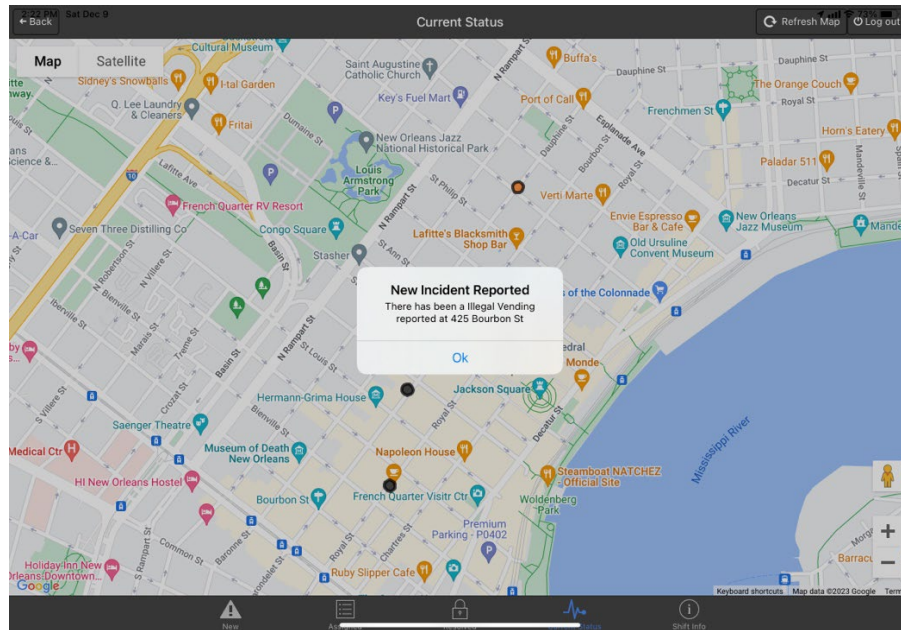
The Admin App can be run on various device types including tablets, laptop computers, and desktop computers. Using one of these devices connected to a large display in the Program Office may be beneficial.

Patrol Officers, Management, and Administrative Personnel will be assigned as users with specific privileges, and each will have a unique account and password. User privileges will be selected by NOPD with assistance from SDT Productions and are summarized below:

User Type	Description
Organization Administrator	Manage user accounts, assign incident types, add organization <u>resources</u> and run all reports
Administrator	Administer the operational program, create shifts, run trip sheet and timesheet reports, GPS tracking, incident reviews etc.
Dispatcher	Documents response to incidents
Officer	Documents response to incidents
Push Notification Sender	Can only send out push notifications
Oversight User	Review Data


SDT Productions will work with the NOPD 8th District FQ Patrol Supervisor to review the list of currently authorized FQTF Officer App / Admin App users and deactivate the accounts of any Officers or Admin users that the City of New Orleans no longer wants to have access to the FQTF Officer App / Admin App and will add additional officers or users as needed.

If a citizen reports a crime using the FQTF Citizen App, the location of that call will appear on the **Current Status** screen as a red dot and an audible notification will sound. Users can click on the red dot to get a summary of the crime report. The black dots on the screen are the locations of the Officers working at that time.




Patrol Officer Response – When an FQTF App call is received, the Officers, and the Administration personnel can select the incident and review the location and details of the Citizen’s call. The incident location is the address where the Citizen reported the crime was occurring. The submitter location is the location of the Citizen’s smartphone when the call is submitted. Once the Officers arrive on scene, the Officers evaluate the situation and document what they did and add the appropriate data in the fields provided. An example of a completed FQTF App Call is provided below:

Incident Location	
Address	<input type="text" value="741 Barracks St"/>
City	<input type="text" value="New Orleans"/>
State	<input type="text" value="LA"/>
Zip	<input type="text" value="70116"/>
Latitude	<input type="text" value="29.963433230097515"/>
Longitude	<input type="text" value="-90.0613430996489"/>



Submitter Location	
Address	<input type="text" value="1116 Royal St"/>
City	<input type="text" value="New Orleans"/>
State	<input type="text" value="LA"/>
Zip	<input type="text" value="70116"/>
Latitude	<input type="text" value="29.96151331791035"/>
Longitude	<input type="text" value="-90.06159459431612"/>



Incident Time	03/18/2024 13:03	Incident Type	Oversize Trucks (>36ft) & Buses (>31ft)
Accepted Time	03/18/2024 13:36	Assignment	Aufdemorte, Gerald
Arrival Time	03/18/2024 13:40	Call Type	App Call
Closed Time	03/18/2024 13:48	Closed By	Aufdemorte, Gerald
Submitter Notes	There's a huge oversize 18 wheeler for about 10 or 15 minutes now backing up in fourth on Governor Nicholls Street between bourbon and Charles Street can't negotiate. The terms is much more than 36 feet and it's not supposed to be down here. Please send someone to check it out and help him to get out of here before he takes down someone's balcony. Thank you.		Assist
Resolving			
Disposition	Nat assisted diu backing up truck		
Item Number	C-00000-24	Signal	21
Arrest		Summons	
Apprehension		Business Check	
Citizen Contacts		Subjects Moved	
Report to Follow		Field Interview Card	

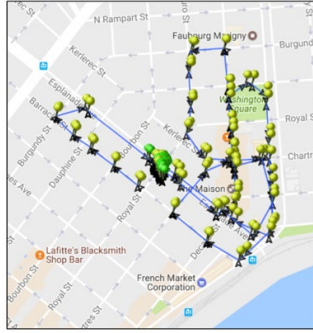
Incident Database

Calls received through the FQTF App, FQTF Dispatch Calls, and Officer Self-Initiated Calls through the FQTF Officer App are stored in the database and can be reviewed and searched by date etc. By design, the Admin App displays the most recent incidents. Customized reports can be run by date, time frame, patrol officer etc. The resulting report can be exported to MS Excel for selected NOPD distribution. Specific FQTF App Calls can be selected, and the downloaded data supplied to the NOPD HQ, PIB, District DIU, or other agencies as required.

Device Tracking

The NOPD FQ Patrol Supervisor and other authorized personnel will be able to run a report to show the location of the Officer at a selected period of time. This is useful when investigating a major incident or when citizens want proof that the Officers are patrolling their local area.

An example is shown below:



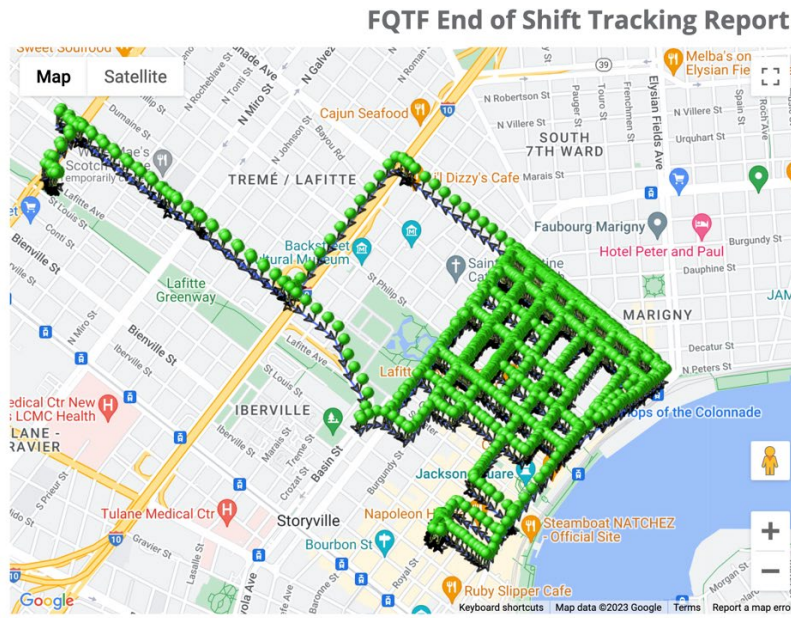
- Enhanced Tracking Capability**
- App, Dispatch, & Self Initiated Items
 - GPS Tracking and Log of the Time the Officer Arrives on the Scene

A detailed list of the devices' locations over a selected timeframe is also provided.

End of Shift Reports

The FQ Patrol Supervisor and other authorized City or NOPD personnel will be able to run a report to show a summary of the Officer's location and miles driven during the assigned shift time.

An example is shown below:



Date: 120823
Officer: Branch, Channing
Start Time: 0323
Finish Time: 0643
Shift ID: 1
Assigned Zone: 3
Miles Driven: 27.59
Officer Shift Notes:
 No trash bwc 7

Tripsheets

The FQTF Officer App eliminates the need for paper tripsheets, but an electronic tripsheet can easily be created by the FQ Patrol Supervisor and other authorized personnel. This is

useful to review productivity and to respond to requests on what the Officer did during that timeframe. An example is shown below:

Search		Clear Filter		Activity Log								
Edit	Incident	Date	Shift	Officer	Dispatch #	Vehicle	How Recieved	Incident Location	Call Time	Accepted Time	Arrival Time	
Edit	60490	01/04/2019	FQ-02T	Cuccio, Christopher	1814	SV-04	A	619 Decatur St	12:39	12:44	12:48	
Edit	60489	01/04/2019	FQ-02T	Cuccio, Christopher	1814	SV-04	A	1016 Decatur St	12:30	12:36	12:39	
Edit	60488	01/04/2019	FQ-03	Murham... Mike	1813	SV-01	A	108 Royal St	12:02	12:02	12:11	
Edit	60487	01/04/2019	FQ-03	Murham... Mike	1813	SV-01	S	801 Royal St	11:55	11:55	12:02	
Edit	60486	01/04/2019	FQ-03	Murham... Mike	1813	SV-01	S	734 Barracks St	11:25	11:25	11:33	
Edit	60485	01/04/2019	FQ-03	Murham... Mike	1813	SV-01	A	501 Esplanade Ave	11:04	11:04	11:12	

Push Notifications

Authorized NOPD personnel will at some time in the future be able to create Push Notifications in the Admin App. Once the Push Notification is released in the Admin App, the Push Notifications will go to all FQTF Citizen App users who have elected to receive push notifications from FQTF.

Timesheet Resources

The system tracks log in and log out times and a shift report can be run that the FQ Patrol Supervisor can use to validate the Officers punch in times when approving the hours worked on the program.

Organization Resources

Authorized FQTF personnel can create links to various resources in the Admin App.

Standard Reports – Existing and Planned

The following table lists the standard reports that are currently available and the planned reports that will be added once funding allows:

Report Name	Who Can Access?	Report Content	Output Format	Existing?	Notes
Shifts	Admin & Org Admin	Shifts by Officers, Date, Timeframe & Shift Status	Excel	Yes	
Incidents - Tripsheet	Admin & Org Admin	Trip Sheet by Officer or by Timeframe	Excel	Yes	Add columns for Traffic Citations & Parking Tickets
Incidents - Activity Log	Admin & Org Admin	Activity Log by Officer or by Timeframe	Excel	Yes	Add Separate Response Times for App, Dispatch & Self Initiated Calls
Vehicles	Admin & Org Admin	List of FQP vehicles used by the Officers	Excel and PDF	Yes	
Mileage	Admin & Org Admin	Mileage by Timeframe	Excel	Yes	
Device Tracking	Admin & Org Admin	Tracks Officers iPad by Timeframe	PDF	Yes	
End of Shift Summary	Admin & Org Admin	Officer summary for a specific shift	PDF	Yes	
Push Notification Log	Org Admin	List of Push Notifications sent out	Excel	Yes	Add Admin
Users	Org Admin	List of Active & Deactivated Users	Excel and PDF	Yes	
Settings - GPS Interval	SDT Productions	GPS "ping" rate	Excel and PDF	Yes	Only changeable by SDT Productions
Incident Types	Org Admin	List of Incidents that Citizens can use	Excel and PDF	Yes	
Vehicle Types	Org Admin	List of vehicle types (eg Patrol Car)	Excel and PDF	Yes	
Assisted Organizations	Org Admin	List of supporting Orgs (NOFD, EMS etc)	Excel and PDF	Yes	
Organization Resources	Org Admin	List of resources that Citizens can access	Excel	Yes	
Register User Report	Org Admin	List of Registered Citizen App Users	Excel	Yes	Needs modifying to list just FQTF
NEW REPORTS:					
App Call Report	Admin & Org Admin	Citizen Report & Officer Response	PDF	No	New capability for Supervisor to simplify summarizing a App Call
Daily Shift Assignments	Admin & Org Admin	Shift by Officer, iPad, Vehicle etc	Excel	No	New capability to simplify daily notice
Stats	Admin & Org Admin	Stats by Timeframe	Excel	No	New capability to simplify info for MAX
% Shifts Filled	Admin & Org Admin	% of Shifts Filled by Timeframe	Excel	No	New capability to simplify data for KPI
Database Download	Org Admin	Raw data for a Specific Timeframe	TBD	No	Requested by CNO

5. Training and User Guides

SDT Productions will assist the NOPD's 8th District in the use of *French Quarter Task Force App(s) / Modules* by providing, at a minimum, the following documentation:

- A) FQTF Administrator and Supervisor User Guide
- B) FQTF Electronic Timesheet User Guide
- C) FQTF Officer App User Guide
- D) FQTF Citizen App User Guide

Exhibit B
to
The Mobile Application License and Services
Agreement

App Task Force[©]

FRENCH QUARTER TASK FORCE CITIZEN APP
USER AREA



Exhibit C
to
The Mobile Application License and Services
Agreement

App Task Force[©]

FRENCH QUARTER TASK FORCE

APP / MODULE

SOFTWARE SUPPORT

I. **Description of Software Support**

A. **Software Support**

Subject to the terms and conditions set forth below, SDT Productions, LLC (“SDT Productions”) agrees to provide software support, with respect to the French Quarter Task Force Mobile Application License and Services Agreement between SDT Productions and the City of New Orleans (“City”) for use of the French Quarter Task Force version of APP Task Force.

SDT Productions, agrees to perform the following services with respect to the Licensed Program’s software identified in Exhibit “A” (“Licensed Program’s software support”):

1. Correct any defects or replace any of the Licensed Program’s software found to be in substantial non-conformance with the functionality described in Exhibit “A”;
2. Provide the NOPD with enhancements, as they become available, to the Licensed Programs software: SDT Productions reserves the right to determine what constitutes an enhancement; and
3. Provide reasonable remote technical assistance and consultation to the NOPD with respect to use of the Licensed Program’s software.

B. **Excluded Service**

SDT Productions is not obligated to provide software support services for service necessitated by vandalism, theft, misuse, hardware malfunction, neglect, acts of third parties, fire, water, casualty, acts of God, mob violence, labor disputes, malfunction of affiliated equipment, unauthorized modification of the Licensed Program’s software, electrical failure, accidents, climatic conditions, or from other causes unrelated to the ordinary operation of the Licensed Program’s software. This Exhibit C is void if service is performed on the Licensed Program’s software by unauthorized individuals, or if attempts are made to modify the Licensed Program’s software or use the Licensed Program’s software in a manner not set out in this Mobile Application License and Services Agreement.

C. **Response Time**

There is no guaranty regarding the response time to a software service call for the French Quarter Task Force App(s) / Modules. SDT Productions will respond to software service calls in the order received and will make every effort to respond within the same workday. SDT Productions, however, has established a priority coding system for each problem reported.

1. 'A' Priority - A software error renders the entire system inoperable. Resources assigned to troubleshoot the problem within one (1) hour. Resources continue to work on the problem during normal business hours (and then some) until the problem is resolved.

2. 'B' Priority - A software error is detected which seriously impairs systems operations but does not render it "down." Resources are assigned within four (4) hours and remain assigned until completed, work continues during normal business hours.
3. 'C' Priority - Minor problem, but sufficient severity as to warrant correction before the next software release. Generally completed within 60 days.
4. 'D' Priority - minor problems which will be incorporated in future software releases.
5. 'E' Priority – NOPD “would like” enhancements to be incorporated in future software releases. SDT Productions reserves the right to determine "would like" relevance to the package and the scheduling of the development and release of such items.

D. **Excused Performance**

SDT Productions shall not be liable for any failure to perform or delayed performance of any obligation under this Exhibit C if such performance is prevented, hindered or delayed for any cause beyond the reasonable control of SDT Productions, including, without limitation, any labor dispute, strike or other industrial disturbance, cellular systems unavailability, act of God, flood, shortage of materials, earthquakes, casualty, war, act of public enemy, riot, insurrection, embargo law, blockage, action, restriction and regulation or order of any government, government agency or subdivision thereof, or climatic conditions.

III. **General**

- A. Free access. SDT Productions shall have access to the FQ Patrol equipment using the Licensed Programs software in order to troubleshoot problems.
- B. Assignment - The City's rights and obligations created under this Exhibit C shall not be assignable by the City, in whole or in part, by operation of law or otherwise, without the prior written consent of the SDT, which shall not be unreasonably withheld.
- C. Construction - The execution of this Exhibit C shall not effect, in any way, any of the terms and conditions of the Software License granted to the Customer pursuant to the Mobile Application License and Services Agreement between the Parties.
- D. Binding Effect – The City agrees that this Exhibit C binds the City and each of its employees, agents, and representatives, as well as its successors, assigns, and trustees.

IV. **Length of Plan**

The Licensed Program’s software support shall remain effective until termination of the Mobile Application License and Services Agreement, which is effective until the termination of the Professional Services Agreement between the City of New Orleans and SDT Productions, including the termination of any allowable amendments executed thereunder.

V. **Charges**

The Software Support Service is provided to the City of New Orleans at no cost other than those covered in Section I: (1)(A) (2), Section I: (C)(5), and Section VII.

VI. **Cancellation of Agreement**

The Licensed Program's software support shall terminate upon termination of the Mobile Application License & Services Agreement.

VII. **Software Maintenance Service Hours**

For purposes of this Exhibit C, the period of maintenance service availability will be during normal business hours, 8:00 a.m. to 5:00 p.m. (EST), Monday through Friday. Remote/Telephone Maintenance Services provided during weekends, normal holidays, (which include: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Christmas Eve) and after normal business hours are restricted to "A Priority" and provided at "No Charge". Any maintenance services performed during weekends, holidays and after hours other than listed above shall be at STD Productions standard hourly rate then in effect for the day or holiday, plus travel expenses.

VIII. **Warranties.**

SDT Productions obligations and warranties under Exhibit C, are in lieu of:

(A) all other warranties, expressed or implied, including implied warranties of merchantability and fitness for a particular purpose, which are specifically waived.

(B) *Reserved.*

Exhibit D
to
The Mobile Application License and Services
Agreement

App Task Force[©]
for the
FRENCH QUARTER TASK FORCE

NOTICES

APP TASK FORCE NOTICES

PRIVACY NOTICES POSTED ON SDT PRODUCTIONS' APP TASKFORCE WEBSITE

- This privacy policy describes how and why we collect, store, use and/or share your information when you use *App Task Force*, our mobile application, our website / web-based application, or send or receive a communication from us. *App Task Force* collects minimal information about you and will never sell your information to other entities.
- *App Task Force* is a mobile application used by citizens to contact certain Police agencies and Security Districts who use *App Task Force*. Those agencies may have their own privacy policy and if so, will be available on the “About this App” section for each specific geographic area App.
- ***What information do we collect*** - If you, have chosen to be a registered user and provided certain personal data through our application, that information may be used for follow-up purposes and may be disclosed and used by a law enforcement agency in connection with an investigation of the reported activity, internal affairs of the law enforcement agency or other relevant purpose.
- If you use this application as a guest user, only the contact number that you list when submitting your reported activity is stored. If you submit information as a guest user, a law enforcement officer or agency might attempt to contact you to provide feedback on your reported activity or to obtain your identity in circumstances where it may be pivotal to prevent the loss of life or property or to assist in the investigation of a crime.
- ***How long do we keep your information?*** - SDT Productions LLC only keeps the information supplied by you for as long as specified in our legal agreements with our customers.
- ***Unlawful use of our Application*** - SDT Productions LLC fully cooperates with local, state, and federal law enforcement agencies to identify those who use our services for illegal activities. We reserve the right to report to other law enforcement agencies any activities that we reasonably believe to be unlawful and to take appropriate action against violators of law.
- ***Account Information*** – If you would like to change the information in your account you can log in to your account settings in the application and update your information. You can also contact us at support@sdtapptaskforce.com if you wish to deactivate your account. If we deactivate your account, some information that you provided previously when making your request for police or Security District response will be retained to comply with applicable data storage requirements.
- This privacy policy is subject to change without notice. Check back often to see any updates. Last updated February 18, 2024

The following legal notices are included in the Mobile Licensing Agreement and will be available for the public to review when they download or use the APP TASK FORCE/French Quarter Task Force CITIZEN APP (the “FQTF App”):

About this Organization

App Task Force is a mobile Application, developed by SDT Productions L.L.C. to help police agencies across the country reduce criminal activity in their jurisdiction. Once an agency decides to utilize the Application, a unique Application for their specific area is created that allows Citizens to download the Application and use it to report suspicious and potentially criminal activity that they are observing in real time. The submitted information is then automatically transmitted to Officers patrolling the area so they can rapidly respond and investigate.

Since March 2015, the App Task Force/French Quarter Task Force App has been successfully used in the French Quarter of New Orleans. The 8th District New Orleans Police Department provides "blue light" crime deterrent patrols and responds to citizen reports submitted through the FQTF App 24 hours per day and seven days a week.

Nothing contained in or displayed on the FQTF App constitutes or is intended to constitute a 911 call program for emergencies (police, fire, and EMS) which is a separate and distinct program, not in any way linked to, or dependent on, the FQTF App.

Citizens who use the FQTF App to report in progress criminal activity and suspicious behaviors are required to use the categories listed in the FQTF App. If the incident type is not listed in the FQTF App then call 911 or NOPD's 8th District at 504-658-6080. Submitting a picture with the FQTF App call is encouraged as it provides the officers with additional information. Citizens are required to only submit images from the current incident and not from prior incidents. Submitting a detailed description and providing accurate location information is beneficial. If the citizen is reporting a non-police situation (sanitation, lighting, etc.) they are requested to call 311.

SDT Productions' Terms of Service and Disclaimer

Citizens who download the FQTF App will also be able to review and must agree to the Terms of Service. The wording is easily modified and currently reads as follows:

PLEASE READ THE FOLLOWING TERMS OF USE AND DISCLAIMER CAREFULLY BEFORE USING THIS APP. BY ACCESSING OR USING THE APP, YOU AGREE TO THE DISCLAIMER AND ALL OTHER TERMS PROVIDED BELOW. IF YOU DO NOT AGREE TO THE DISCLAIMER AND ALL OF THESE TERMS, DO NOT ACCESS OR USE THE FQTF APP: The City of New Orleans (the “City”), the New Orleans Police Department (the “Department”) and SDT Productions, L.L.C. (“SDT Productions”) make no warranty or representation, express or implied, with respect to the quality, content, accuracy, completeness, currency, freedom from computer virus, or non-infringement of proprietary rights, of any of the

design, information, text, graphics, images, pages, interfaces, links, software, or other materials and items contained in or displayed on the FQTF App. All such items and materials are provided on an "as is" basis and you are fully and solely responsible for your use of them and for any results or consequences of your use. These materials have been compiled from a variety of sources, including sources beyond the control of the City, the Department, and SDT Productions, and are subject to change without notice from the City, the Department, or SDT Productions. Commercial use is prohibited without the prior written permission of the City, the Department, and SDT Productions.

In no event shall the City, the Department, or SDT Productions, or their agencies, officers, managers, employees, agents, or representatives, be liable for any and all damages, including but not limited to direct, indirect, special, punitive, incidental, exemplary or consequential damages, arising from accessing or using the FQTF App, or otherwise arising from the FQTF App or from anything contained in or displayed on the FQTF App. Nothing contained in or displayed on the FQTF App constitutes or is intended to constitute legal advice by the City, the Department, or SDT Productions or any of their agencies, officers, employees, agents, or representatives.

Nothing contained in or displayed on the FQTF App constitutes or is intended to constitute a 911 call program for emergencies (police, fire and EMS) which is a separate and distinct program, not in any way linked to, or dependent on, the FQTF App.

Citizens who use the FQTF App to report in progress criminal activity and suspicious behaviors are required to use the categories listed in the FQTF App. If the incident type is not listed in the FQTF App then call 911 or the NOPD's 8th District at 504-658-6080. Submitting a picture with the FQTF App call is encouraged as it provides the officers with additional information. Citizens are required to only submit images from the current incident and not from prior incidents. Submitting a detailed description and providing accurate location information is beneficial. If the citizen is reporting a non-police situation (sanitation, lighting, etc) they are requested to call 311.

External Sites

The FQTF App may contain links to other sites on the Internet that are operated by parties other than the City, the Department, or SDT Productions. Neither the City, the Department, nor SDT Productions is responsible for the content of any such external site, nor for the availability of the site or its content on the FQTF App. If you have questions or concerns regarding the content of any of these external sites, you should contact the site's administrator directly. Copyright Service marks and trademarks contained in or displayed on the site, and the contents of linked sites operated by third parties, are the property of their respective owners. All other design, information, text, graphics, images, pages, interfaces, links, software, and other items and materials contained in or displayed on the FQTF App, and the selection and arrangements thereof, are the property of SDT Productions, the City, and/or the Department, as the case may be. All rights are reserved.

Permission is granted to residents and citizens of the City to copy electronically and to print single pages from the FQTF App exactly as presented on the FQTF App, without any addition or modification, for the sole purpose of sharing public safety information with other citizens and residents, and on the condition that the pages are copied, printed, and shared without cost to the recipients. Distribution, or republication in any other form or for any other purpose, including any commercial purpose or use, and any modification to the page(s) whatsoever, are strictly prohibited without prior written permission of the City, the Department, and SDT Productions.

Communications Through the Site

In no event shall any communication made through the FQTF App's e-mail and messaging functions constitute legal notice to the City, the Department, SDT Productions, or to any of their agencies, officers, managers, employees, agents, or representatives (including but not limited to legal notice required by Federal, State, or local laws, rules, or regulations) with respect to any existing or potential claim or cause of action against the City, the Department, or SDT Productions, or any of their agencies, officers, managers, employees, agents, or representatives.

Privacy Policy

Your information is kept private and secure. If you submit information that includes personal data to the New Orleans Police Department ("NOPD") through the FQTF App, the NOPD will use that information for follow-up purposes only. Your information will not be disclosed outside the NOPD except as required and permitted by law.

Anonymous submissions do not contain any information that might identify you. If you submit information anonymously, the NOPD will make no attempt to obtain your identity except in circumstances where it may be pivotal to prevent the loss of life or property or to assist in the investigation of a crime.

The APP Developer and the NOPD fully cooperate with State and Federal law enforcement agencies to identify those who use our services for illegal activities. The City, NOPD, and SDT Productions reserve the right to report to other law enforcement agencies any activities that the City, NOPD, or SDT Productions reasonably believes to be unlawful and to take appropriate action against violators of law.

This privacy policy is subject to change without notice. Check back often to see any updates or changes. SDT Productions, L.L.C., the City of New Orleans, and the New Orleans Police Department disclaim any responsibility for content errors, omissions, or infringing material and disclaim any responsibility associated with relying on the information provided on the FQTF App. SDT Productions, L.L.C. also disclaims all liability for any material contained in other content linked to the FQTF App.

Copyright Notice

All materials, content and forms contained on the FQTF App are the intellectual property of SDT Productions, L.L.C., and may not be copied, reproduced, distributed, or displayed without SDT Productions, L.L.C.'s express written permission. SDT Productions, L.L.C. does not warrant, either expressly or implied, the accuracy, timeliness, or appropriateness of the information

contained on the FQTF App. SDT Productions, L.L.C. disclaims any responsibility for content errors, omissions, or infringing material and disclaim any responsibility associated with relying upon the information provided on the FQTF App. SDT Productions, L.L.C. also disclaims all liability for any material contained in other content linked to the FQTF App.

Copyright 2015 SDT Productions, LLC. All rights reserved.

The following policies promulgated by the City of New Orleans are included in the Mobile Licensing Agreement and shall be available for the public, NOPD, and the City's Management and Administration to review in the section, entitled, "About this App," when the public, NOPD Officers, and the City's administrators download or use any of the following mobile-accessible applications or web-based applications: the APP TASK FORCE / French Quarter Task Force CITIZEN APP / OFFICER APP / ADMIN APP / Module, respectively (collectively, the "FQTF App"):

CITY OF NEW ORLEANS' POLICIES FOR USE OF APP TASK FORCE WEB-BASED APPLICATIONS, USER DOWNLOADED APPLICATIONS, AND MODULES: THE FQTF CITIZEN APP / THE FQTF OFFICER APP / FQTF ADMIN MODULE (collectively referred to herein as, "The FQTF APP ")

PLEASE READ THE FOLLOWING PRIVACY POLICIES, TERMS OF USE, AND DISCLAIMERS, CAREFULLY BEFORE USING THIS WEB-BASED APPLICATION OR DOWNLOADED APPLICATION. BY ACCESSING OR USING THE FQTF APP, YOU AGREE TO THE DISCLAIMERS AND ALL OTHER TERMS PROVIDED BELOW. IF YOU DO NOT AGREE TO THE DISCLAIMERS AND ALL OF THESE TERMS, DO NOT ACCESS OR USE THE FQTF APP:

Privacy Policy

Information Submitted to the FQTF App

During a session on the FQTF App, a user may affirmatively submit information to the City of New Orleans by, among other means, filling in and submitting an online form and submitting pictures. Such affirmatively submitted information will be used by the City of New Orleans in furtherance of its duties and/or obligations to its citizenry (i.e., "governmental purposes").

The governmental purposes to which affirmatively submitted information may be put include, but are not limited to, the following:

- 1. Helping the City of New Orleans respond to a request for information not readily available from the FQTF App.*
- 2. Investigating a problem reported to the City of New Orleans via the FQTF App.*
- 3. Keeping lists of parties interested in some particular issue or facet of New Orleans life about which the City of New Orleans anticipates issuing further information in the future.*

4. *Disclosure of such information pursuant to a request made under the Public Records Act: Louisiana Revised Statutes, Title 41, et seq ("PRA") or court order if such information is not protected by Federal or State law.*

The City of New Orleans does not rent or sell personally identifiable information (i.e., information such as a user's name, address, phone number, e-mail, etc., that identifies a user as a particular person), nor would the City exchange or trade such information with third parties without a user's explicit permission. The City does not disclose credit card or other personally identifiable financial information other than as necessary to complete a credit card or other financial transaction, or upon explicit permission from the applicable user.

If a FQTF App user has elected not to receive further information from the City of New Orleans, the City of New Orleans will not send such information. If a FQTF App user has elected to receive further communication from the City of New Orleans, the City of New Orleans will only send information in categories that have been authorized. If the City of New Orleans sends electronic mail ("e-mail") to a user, such e-mail is NOT confidential, and is identical in nature to that information generally available to the public and news media.

When submitting information via the FQTF App, users voluntarily submit information when reporting crimes or suspicious activity and shall assume any and all risks associated with the submission of information. FQTF App users are to abide by all applicable rules, standards of conduct, or instructions given by the administrators and owners of the FQTF App, when submitting information via the FQTF App. When submitting information via the FQTF App, each user shall be liable for any intentional wrongful acts or omissions that each user commits, while using the FQTF App.

Collection of Information by the City of New Orleans via the FQTF App

For governmental purposes, the City of New Orleans (the "City") automatically collects several categories of information from users. This information may include any or all of the following: the date and time a user visited the FQTF App. The City uses this information to identify performance needs; to ensure compatibility with the technology used by the FQTF App's users, and to generally add and improve any offered services. In order to accomplish those goals, from time to time, the City of New Orleans may conduct statistical analysis of the collected data. The City does not collect data for commercial purposes, and the City does not sell, exchange, or otherwise distribute the data collected by the FQTF App for commercial or marketing purposes.

Security

In certain instances, a user may have the opportunity to receive or create a password to access or submit personally identifiable information when accessing one of the third-party links contained on the FQTF App. One should not divulge a password to anyone, and the City of New Orleans will never ask a user for a password in a telephone call, fax, e-mail, or other form of unsolicited communication. When a user is finished with an application or applications that are password protected, such user should exit the relevant page(s). If the browser used to access said password protected pages is a publicly accessible browser, users should close down the entire session and,

if applicable or possible, flush any temporary caches or other areas where such a password might be stored subsequent to use.

Children

The FQTF App may not include any features/modules that specifically solicit information from minors or seek to determine whether the user is a minor. Consequently, because such information will not be specifically identified as being from minors, users of the FQTF App should be aware that personally identifiable information submitted via the FQTF App by minors will be subject to being treated in the same manner as information given by an adult and may become subject to the PRA.

The City strongly believes that parental supervision is an important factor in Internet use by minors. Therefore, the City of New Orleans asks parents to guide their minor children when children are asked to provide any personal information online. The City of New Orleans further asks that children ask for and receive their parent's permission before providing any information online via the FQTF App.

Health Care Information

Any agency providing personally identifiable health care information via the FQTF App will be required to certify that its health care data handling and security procedures are compliant with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). If such data and security services are provided to such agency(ies) by a third-party provider, the agency(ies) shall be responsible for such third party's compliance with HIPAA.

Third Party Links

The FQTF App provides links to, and may be linked from, local, State, and Federal governmental agencies, and from, or to, other websites. The existence and/or provision of those links neither constitutes nor implies endorsement of the destination or departure website(s) or of the content, viewpoint, accuracy, opinions, policy(ies), product(s), accessibility, or privacy policy of said destination or departure website(s). Nor does any link between the FQTF App and a third-party website imply the City of New Orleans' sponsorship of such website, nor the City of New Orleans' sponsorship of the creator of such website.

Some content on portions of the FQTF App resides on servers run by third parties. Each agency providing content for the FQTF App is bound by the City of New Orleans privacy policy. Any agency using a third-party host, ISP, ASP, or other combination of third-party transport, storage, content, or application provision services shall be responsible for such third party's compliance with the City of New Orleans' privacy policy.

Disclaimer and Release

The City of New Orleans does not make any warranties or representations with respect to the content, quality, accuracy or completeness of any information or materials contained on the FQTF

App or through links to other servers, including but not limited to text, graphics, applications, databases, services, or any other information or materials. Nor shall the City of New Orleans assume any legal liability for the content, quality, accuracy, or completeness of said information and materials.

The information and materials contained on the FQTF App have been compiled from a variety of sources and, as such, are subject to change without notice. In no event will the City of New Orleans be liable for any damages, whether direct, indirect, general, consequential, incidental, exemplary, or special, arising from the use of information provided on the FQTF App or through links to any other servers/websites contained in the FQTF App.

Communications to any of the City's agencies or representatives through tools provided by the FQTF App shall in no way be deemed to constitute legal or official notice to the City of New Orleans, its agencies, officers, employees, representatives, or agents with respect to any existing, pending or future claim or cause of action against the City of New Orleans or any of its agencies, officers, employees, representatives, or agents where notice is required by Federal, State or local law. No communications to the City of New Orleans via the FQTF App will be deemed to constitute legal or official notice for any other purpose.

FQTF App users, their heirs, successors, and assigns shall release the City of New Orleans from liability for injury, illness, disease, death, or bodily or property damage and shall indemnify the City of New Orleans for any demands, liabilities, damages, losses, expenses, suits, judgments of sums of money, including attorney fees, costs, and litigation expenses to any party accruing against the City of New Orleans for loss of life, injury, damage to a user's person, any other person(s), or any personal property, resulting from or by reason of any act or omission, the operation of or in connection with the discharge or performance of the services provided by the FQTF App.

FQTF App users, their heirs, successors, and assigns shall release and forever discharge the City of New Orleans, the New Orleans Police Department, New Orleans Emergency Medical Services, the New Orleans Fire Department, and the City's other agencies, departments, officials, employees, agents, contractors, and/or subcontractors from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with the FQTF App's user's submission of information via the FQTF App in connection with an emergency. In the event of injury, illness, or other incapacity, FQTF App users ("actual recipients of medical care") shall assume and pay all medical and emergency expenses associated with the FQTF user's care, regardless of whether the FQTF user personally authorized such expenses in connection with an emergency reported via the FQTF App. Each FQTF App user understands and represents that under no circumstances shall this provision be read to mean nor imply that the City of New Orleans has a duty to provide first-aid treatment and/or other medical services and/or care to any FQTF App user or any third party.

Jurisdiction and Venue

Each FQTF App user expressly agrees that these policies are intended to be as broad and inclusive as permitted by the laws of the State of Louisiana. Each FQTF App user agrees that in the event that any clause or provision of any of these policies shall be held to be invalid, the invalidity of

such sentence, clause, or provision shall not otherwise affect the validity of the remaining provisions of the policies that shall continue to be enforceable.

Jurisdiction and Venue for any disputes or actions arising out of these policies from the City of New Orleans shall rest with and be in the Orleans Parish Civil District Court.

The City of New Orleans may change these policies from time to time, and reserves the right to do so without notice. All rights reserved.

Exhibit E
to
The Mobile Application License and Services
Agreement

INSURANCE

See Article I, Section (H) of the Professional Services Agreement between the Licensee and the Licensor.

**[END OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF
NEW ORLEANS AND SDT PRODUCTIONS, LLC]**

MOTION

NO. M-24-607

CITY HALL: October 10, 2024

BY: COUNCILMEMBERS KING, GIARRUSSO AND HARRIS (BY REQUEST)

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

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

WHEREAS, The City of New Orleans, Chief Administrative Office, and SDT Productions, LLC, desire to enter into a contract for the provision and maintenance of a supplemental police patrol program app for use by the citizens of New Orleans, the City's visitors, the New Orleans Police Department, and the City's Administration, for a period of 1 year and 6 months, the total compensation being \$139,125.00; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the President of the Council shall be added as a signatory to the contract between the City of New Orleans and SDT Productions, LLC; and

BE IT FURTHER MOVED, That the President of the Council is hereby authorized to sign the contract between the City of New Orleans and SDT Productions, LLC, as attached hereto as Exhibit A; and

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

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

YEAS: Giarrusso, Green, Harris, King, Moreno, Thomas - 6

NAYS: 0

ABSENT: Morrell - 1

AND THE MOTION WAS ADOPTED.

**THE FOREGOING IS CERTIFIED
TO BE A TRUE AND CORRECT COPY**

Aisha Collier

ASSISTANT CLERK OF COUNCIL

Exhibit "A"

AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

MB3, INC. DBA CIVIX

INFRASTRUCTURE STAFF AUGMENTATION

visitors to report crime and quality of life issues, while also connecting the City's citizens and visitors to the New Orleans Police Department, to resources, and to other social services.

4. Provide an app that meets the industry standard of ninety-nine percent (99.99%) online performance and that will be updated to maintain compatibility with the current, generally available, end-user versions of iOS and Android at all times.

5. In the event of major operating system releases, must:

- i. Have a publicly available release with all regular app features fully functioning within less than thirty (30) days following the release.
- ii. Have a publicly available release, with all regular app features fully functioning and compatible with all "point" releases of Apple iOS or Google Android within fourteen (14) days following the general availability of the OS update to the public.

6. Through the Administration App, provide data and reports for NOPD users to conduct data analytics to provide inputs for NOPD Max Meetings and provide data requested by any associated entities.

7. Respond to any FQTF App software specific inquiries from agencies such as the United States Eastern District Court of Louisiana, State of Louisiana Legislative Auditor's Office, State of Louisiana Attorney General's Office, City of New Orleans's Office of Inspector General, and the City's contract managers/authorized personnel as requested in accordance with Section 7.4 of the RFP – *Contract Administration*, Section 7.5.2 of the RFP – *Performance Evaluation*, Section (C) of Attachment "A" to the RFP - *Performance*, Attachment "B" to the RFP – *Ownership of Data, Data Security, and Availability* and Section 5 of Attachment "F" to the RFP – *Audit and Inspection*.

8. Design the app to accommodate the following types of end users: City's citizens/residents, visitors, officers, and administrators, in accordance with the specifications provided in Attachment "A" to the RFP – *Statement of Needs* and the Contractor's Technical Proposal, dated January 11, 2024.

9. Ensure that SDT Productions, its employees, and app end users agree to the City's terms of services, disclaimers, and the privacy policies promulgated by the Office of Information Technology and Innovation in Exhibit "D" of the Contractor's Mobile Application License and Services Agreement and insert the language contained therein on the web-based applications and user-downloaded applications for the French Quarter Task Force version of SDT Productions' App Task Force.

10. Ensure that the City's Office of Information Technology and Innovation approves SDT Productions' protocols for data security breaches.

11. Ensure that the City *solely* releases information related to the services provided under this Agreement to outside parties at its discretion and that information related to the services provided under this Agreement is maintained under policies approved by the City.

12. Implement the data security measures prescribed in Attachment "B" to the RFP – *City's Terms and Conditions on Ownership of Data, Data Security, and Availability* and ensure that SDT Productions' employees and/or subcontractors comply with the same terms and conditions.

- ii. The versions of the FQTF Apps currently in use by the NOPD's 8th District and by the residents and businesses of the French Quarter will be maintained after ATP date. In parallel, SDT Productions will edit and make minor changes to the Apps and release new versions in line with the latest Apple and Google requirements. Updates will include the Standard Reports, and SDT Productions will provide Training and User Guides as specified in Exhibit "B" of the Mobile Licensing and Services Agreement, under Section (4) and Section (5).
- iii. SDT Productions will submit the proposed schedule for the above tasks within fourteen (14) calendar days of receiving written authorization from the City to proceed.

2. The City has the sole right to approve, reject, or require changes to all schedules relating to the performance of this Agreement, including, without limitation, any proposed progress schedule, and any requests for modifications.

3. SDT Productions acknowledge and agree that time is of the essence in the performance of this Agreement.

E. Invoices.

1. SDT Productions must submit invoices to the City electronically, via its supplier portal, for goods or services provided under this Agreement. SDT Productions will invoice the City for the Mobile License and Services Agreement for Calendar Year 2024 within five (5) calendar days from SDT Productions' receipt of an authorization to proceed from the City. The invoice for Calendar Year 2025 will be submitted by December 1, 2024. Invoices for subsequent years will be submitted using the same timeframe: on December 1st of the preceding year. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include the following information:

- Name of Contractor
- Date of Invoice
- Invoice Number
- Contract or BRASS Number issued by the City (*i.e.*, K24-825)
- Name of the City Department to be invoiced (*i.e.*, CAO)
- Description of Services
- Licensing Fee(s)

2. Invoices will be processed in accordance with Article III, Section (B) of the Agreement.

3. All invoices must be signed by an authorized representative of SDT Productions under penalty of perjury attesting to the validity and accuracy of the invoice.

4. The City may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices.

F. Records and Reporting.

- i. Cyber Liability Insurance appropriate to SDT Productions' profession, with limits of liability not less than \$1,000,000.00 per occurrence or claim / \$2,000,000.00 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations of SDT Productions and shall include, but not be limited to claims involving network interruption, security and privacy, extortion, and release of private information.
 - ii. The Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, SDT Productions must procure and evidence full extended reporting period ("ERP") coverage.
 - iii. SDT Productions shall be able to meet the above referenced specific policy limits of liability through a combination of primary and umbrella / excess coverage.
4. The obligations for SDT Productions to procure and maintain insurance shall not be construed to waive nor restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve SDT Productions from any liability incurred as a result of their activities/operations in conjunction with SDT Productions' obligations and/or scope of work.

5. **Additional Insured Status:** SDT Productions will provide, and maintain current, a Certificate of Insurance, naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers as "Additional Insureds," covered on the Cyber Liability policy with respect to liability arising out of the performance of this Agreement. Insurance coverage can be provided in the form of an endorsement to SDT Productions' 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 are used).

6. SDT Productions shall require and verify that all subcontractors maintain insurance and coverage limits meeting all the requirements stated herein or the subcontractor's liability shall be covered by SDT Productions.

7. 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 the Chief Administrative Office at 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112, with a copy forwarded to the Risk Management Division, 1300 Perdido Street, 9E06 – City Hall, New Orleans LA 70112.

8. The Additional Insured box shall be marked "Y" for Cyber Liability and Professional Liability coverages.

9. **Primary Coverage:** For any claims related to this Agreement, SDT Productions' insurance coverage shall be primary insurance with respect to 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 SDT Productions' coverage.

10. **Claims Made Policies:** If applicable, the retroactive date must be shown and must be before the date of the Agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, SDT Productions must purchase "extended reporting" coverage for a minimum of three (3) years after the termination of this Agreement.

4. **Expenses.** Notwithstanding any provision to the contrary, SDT Productions shall bear the expenses including, but not limited to, the City's reasonable attorneys' fees, lay and expert witness fees, court costs, and any similar expenses, incurred by the City in enforcing this indemnity.

ARTICLE II - REPRESENTATIONS AND WARRANTIES

A. SDT Productions represents and warrants to the City that:

1. SDT Productions, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement.

2. SDT Productions has and will maintain the requisite expertise, qualifications, staff, materials, equipment, licenses, permits, consents, registrations, and certifications in place and available for the performance of all work required under this Agreement.

3. SDT Productions is bonded, if required by law, and fully and adequately insured for any injury or loss to its employees and any other person resulting from the actions or omissions of SDT Productions, its employees, or its subcontractors in the performance of this Agreement.

4. SDT Productions is not under any obligation to any other person that is inconsistent with or in conflict with this Agreement, or that could prevent, limit, or impair SDT Productions' performance of this Agreement.

5. SDT Productions has no knowledge of any facts that could prevent, limit, or impair the performance of this Agreement, except as otherwise disclosed to the City and incorporated into this Agreement.

6. SDT Productions is not in breach of any federal, state, or local statute, regulation, or code applicable to SDT Productions or its operations.

7. Any rate of compensation charged for the performance of services under this Agreement are no higher than those charged to SDT Productions' most favored customer for the same or substantially similar services.

8. SDT Productions has read and fully understands this Agreement, and is executing this Agreement willingly and voluntarily.

9. All of the representations and warranties in this Article and elsewhere in this Agreement are true and correct as of the date of execution of this Agreement by SDT Productions, and the execution of this Agreement by SDT Productions' representative constitutes a sworn statement, under penalty of perjury, by SDT Productions as to the truth of the foregoing representations and warranties.

B. **Convicted Felon Statement.** SDT Productions complies with *City Code Section 2-8(c)* and no principal, member, or officer of SDT Productions has, within the preceding five (5) years, been convicted of, or pled guilty to, a felony under State or Federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

C. **Non-Solicitation Statement.** SDT Productions has not employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. SDT Productions has not paid nor agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

5. The City is not obligated, under any circumstances, to pay for any work performed or costs incurred by SDT Productions that: exceed the maximum aggregate amount payable established by this Agreement; are beyond the scope or duration of this Agreement; arise from or relate to any unauthorized change order within the scope of the Agreement; are for services performed on days on which services were suspended due to circumstances beyond the control of the City, and no work has taken place; arise from or relate to the correction of errors or omissions of SDT Productions or its subcontractors; or the City is not expressly obligated to pay under this Agreement.

6. Unless otherwise agreed by the City, payment terms are NET 30 days upon the rendition of services described under this Agreement and upon the City's receipt of a properly submitted invoice via the City's supplier portal.

7. If this Agreement is terminated for any reason, the City will pay SDT Productions only for the work requested by the City and satisfactorily performed by SDT Productions through the date of termination, except as otherwise provided in this Agreement.

ARTICLE IV - COMPENSATION

A. Rate of Compensation.

1. The City will pay SDT Productions in accordance with the following rate: initial annual licensing fee of \$50,000.00 for Calendar Year 2024 and \$89,125.00 for Calendar Year 2025. Upon the execution of a duly authorized amendment mutually agreed upon by the Parties to renew the Agreement's term for continuity of services, the City will pay a subsequent renewal fee of \$79,500.00 in accordance with Article V, Section (B) and subject to Article V, Section (D) for each allowable renewal period.

2. For enhancements and additional services outside the scope of Attachment "A" to the RFP, requested by the City in writing through a duly authorized amendment, SDT Productions will provide the rates given to its most favored customer.

3. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the City in accordance with the terms and conditions of this Agreement.

4. The stated compensation is inclusive, and includes no additional amounts for, SDT Productions' costs, including, without limitation, all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, records retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Agreement. The City will not consider nor be obligated to pay or reimburse SDT Productions any other charges or fees, and SDT Productions will not be entitled to any additional compensation or reimbursement, except as otherwise specifically provided in the Agreement.

5. SDT Productions will immediately provide written notification to the City of any reduction to the rate of compensation for its most favored customer, and the rate of compensation established by this Agreement will automatically adjust to the reduced rate effective as of the effective date of the reduction for the most favored customer.

B. Maximum Amount. The maximum aggregate amount payable by the City under this Agreement is **\$139,125.00**.

ARTICLE V - DURATION AND TERMINATION

B. Task Order. Notification and Personnel. Prior to or during the declaration of an emergency, the City will notify SDT Productions via task order if the City requires SDT Productions' support. Upon activation by task order, SDT Productions will provide the City with contact information of personnel assigned to the task order and will coordinate with the City to identify any personnel available to meet the City's needs.

C. Purchase Order. Once services are identified, the City will issue a purchase order to SDT Productions. The City will issue a subsequent purchase order in case of additional need for services, or may issue a modified purchase order if changes are made to the initial purchase order.

D. Timely Documentation. SDT Productions will ensure that the City is provided with timely and accurate reports and other documentation, as requested.

ARTICLE VII - PERFORMANCE MEASURES

A. Factors. In accordance with Section 34 of Attachment "F" to the RFP – *Performance Measures*, the City will measure the performance of SDT Productions according to the following non-exhaustive factors in the evaluation promulgated by the City's Bureau of Purchasing at the Agreement's expiration: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

B. Failure to Perform. If a Party fails to perform according to the Agreement, one of the Parties will notify the Party in default to allow the Party in default to perform curative measures within thirty (30) days of a Party's notification. Within thirty (30) days after said notice of breach is given, both Parties shall meet and discuss the alleged breach and a mutually agreeable resolution to such breach, and timeline for curing such breach. Any such resolution and timeline agreed to by the Parties must be in writing and signed by both Parties to be enforceable. If there is a continued lack of performance after notification, the notifying Party may declare the other Party in default and pursue any appropriate remedies available under the Agreement and/or any applicable law.

ARTICLE VIII – LIVING WAGES

A. Definitions. In accordance with Section 27 of Attachment "F" to the RFP – *Living Wages*, unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined herein, shall have the definition attributed to them in *Article VIII, Section 70-802 of the City Code*.

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

1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code ("Living Wage");

2. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by *Section 70-807 of the City Code*; and

3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by *Section 70-810 of the City Code*.

pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in *Section 70-811 of the City Code*.

ARTICLE IX - DISADVANTAGED BUSINESS ENTERPRISE (“DBE”) PROGRAM

A. ***In General.*** In accordance with Attachment “C” to the RFP – *DBE Requirements* and Section 13 of Attachment “F” to the RFP - *Disadvantaged Business Enterprise Program*, SDT Productions agrees to abide by *City Code Sections 70-456, et seq.*, to use its best efforts to carry out all applicable requirements of the City’s DBE Program for the administration of this Agreement, as set forth in the City Code and any applicable rules adopted thereunder. The City’s Office of Supplier Diversity (“OSD”) oversees the DBE Program and assigns a DBE Compliance Officer (“DBECO”) to ensure compliance.

B. ***Monitoring.*** To ensure compliance with DBE requirements during the term of this Agreement, the DBECO will monitor SDT Productions’ use of DBE subcontractors/suppliers (“DBE Entities”) through the following actions:

1. Job site visits
2. Electronic payment tracking via the Contract Compliance Monitoring System or other means as approved by the OSD.
3. Routine audits of contract payments to all subcontractors
4. Reviewing of records and reports
5. Interviews of selected personnel
6. The DBECO may schedule inspections and on-site visits with or without prior notice to SDT Productions or DBE Entities.

C. ***Cooperation.*** SDT Productions shall:

1. Designate an individual as the “DBE Liaison” who will monitor SDT Productions’ DBE participation as well as document and maintain records of “Good Faith Efforts” with DBE Entities.
2. Execute written contracts with DBE Entities that meet the applicable DBE goals.
 - i. SDT Productions shall provide the DBECO with copies of said contracts within thirty (30) days from the date this Agreement is fully executed between the City and SDT Productions.
 - ii. SDT Productions shall agree to promptly pay subcontractors, including DBE Entities, in accordance with the law.
3. Establish and maintain the following records for review upon request by the OSD:
 - i. Copies of written contracts with DBE Entities and purchase orders.
 - ii. Documentation of payments and other transactions with DBE Entities.
 - iii. Appropriate explanations of any changes or replacements of DBE Entities, which may include a record of “Post-Award Good Faith Efforts” for each certified firm that SDT Productions does not use in accordance with the approved DBE participation submission.

A. **Equal Employment Opportunity.** In accordance with Section 18 of Attachment "F" to the RFP – *Non-Discrimination*, in all hiring or employment made possible by, or resulting from this Agreement, SDT Productions (1) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that SDT Productions' employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. **Non-Discrimination.** In the performance of this Agreement, SDT Productions 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 SDT Productions in any of SDT Productions' operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by SDT Productions. SDT Productions agrees to comply with and abide by all applicable Federal, State, and local laws relating to non-discrimination, including, without limitation, *Title VI*, and *Title VII of the Civil Rights Act of 1964*, *Section V of the Rehabilitation Act of 1973*, and the *Americans with Disabilities Act of 1990*.

C. **Incorporation into Subcontracts.** SDT Productions will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with these provisions.

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

ARTICLE XI - INDEPENDENT CONTRACTOR

A. **Independent Contractor Status.** SDT Productions is an independent contractor and shall not be deemed an employee, servant, agent, partner, nor joint venture of the City and will not hold itself nor 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 SDT Productions, as an independent contractor as defined in *La. R.S. 23:1021(6)*, for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana. Under the provisions of *La. R.S. 23:1034*, any person employed by SDT Productions will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. **Exclusion of Unemployment Compensation Coverage.** SDT Productions, as an independent contractor, is being hired by the City under this Agreement for hire and defined in *La.*

- ii. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to SDT Productions and without any further compensation due.
2. Notwithstanding Section (C)(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

ARTICLE XIII - 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:**

Chief Administrative Officer
City of New Orleans
1300 Perdido Street, Suite 9E06
New Orleans, LA 70112

&

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

2. **To the Contractor:**

SDT Productions, LLC
730 South Pierce Street
New Orleans, LA 70119

B. **Effectiveness.** Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery. If the intended recipient refuses or avoids delivery, then the date of the first attempted delivery will be deemed the date of receipt.

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 XIV - ADDITIONAL PROVISIONS

A. **Amendment.** The City's officers and employees are not authorized to request or instruct SDT Productions to perform any work beyond the scope or duration of this Agreement in the absence of an executed amendment to this Agreement. 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.** SDT Productions nor any of its subcontractors may assign nor transfer their rights, duties, or obligations under this Agreement without the prior written consent of the City.

Productions shall reimburse the City or disgorge anything of value or economic benefit received from the City if SDT Productions fails to meet its contractual obligations.

H. **Entire Agreement.** This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the Parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

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

- Exhibit "A" *Request for Proposals No. 3788, issued on December 21, 2023*
- Exhibit "B" *The Contractor's Technical Proposal, dated January 11, 2024*
- Exhibit "C" *The Contractor's Mobile Application License and Services Agreement*

J. **Order of Documents.** In the event of any conflict between the provisions of this Agreement and any incorporated documents, the terms and conditions of the documents will apply in this order: the Agreement; the RFP, attached separately; the Contractor's Technical Proposal, attached separately; the Contractor's Mobile Application License and Services Agreement, attached herein.

K. **Jurisdiction.** SDT Productions 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 SDT Productions.

L. **Limitations of the City's Obligations.** The City has no obligations not explicitly set forth in this Agreement, in any incorporated documents, or expressly imposed by law.

M. **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.

N. **Non-Exclusivity.** This Agreement is non-exclusive, and SDT Productions 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.

O. **Non-Waiver.** The failure of either Party to insist upon strict compliance with any provision of this Agreement, to enforce any right, or to seek any remedy upon discovery of any default or breach of the other Party at such time as the initial discovery of the existence of such noncompliance, right, default, or breach shall not affect nor constitute a waiver of either Party's right to insist upon such compliance, exercise such right, or seek such remedy with respect to that default or breach, or any prior, contemporaneous, or subsequent default or breach.

P. **Ownership Interest Disclosure.** In accordance with Section 32 of Attachment "F" to the RFP – *Ownership Interest Disclosure*, upon the City's request, SDT Productions will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in SDT Productions and stating that no other person holds an ownership interest in SDT Productions via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If SDT Productions fails to

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 SDT Productions, 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 SDT Productions pursuant to this Agreement without regard to SDT Productions' otherwise satisfactory performance of the Agreement.

T. Prohibition on Political Activity. None of the funds, materials, property, nor services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

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

V. Severability. Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law. If reformation is not possible, then the unenforceable provision shall be fully severable. The remaining provisions of the Agreement shall remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part of the Agreement.

W. Subcontractor Reporting. In accordance with Section 39 of Attachment "F" to the RFP – *Subcontractor Reporting*, upon the City's request, SDT Productions will provide a list of all natural or artificial persons who are retained by SDT Productions at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with SDT Productions' work for the City. For any subcontractor proposed to be retained by SDT Productions to perform work on the Agreement with the City, SDT Productions must provide notice to the City within thirty (30) days of retaining that subcontractor. If SDT Productions fails to submit the required lists and notices, the City may, after thirty (30) days' written notice to SDT Productions, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

X. Survival of Certain Provisions. All representations and obligations concerning records retention, inspections, audits, ownership, release of information, indemnification, insurance, payments, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

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

ARTICLE XV – 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 XVI - ELECTRONIC SIGNATURE AND DELIVERY

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

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ of _____, 2024.

CITY COUNCIL OF NEW ORLEANS

BY: _____
HELENA MORENO, PRESIDENT

**FORM AND LEGALITY APPROVED:
LAW DEPARTMENT**

BY: _____

PRINTED NAME: _____

SDT PRODUCTIONS, LLC

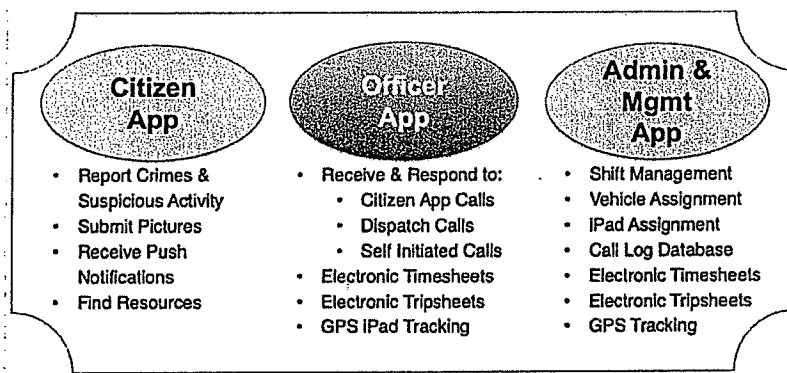
BY: _____
SIDNEY D. TORRES, IV, PRESIDENT/MANAGER

FEDERAL TAX I.D. / SOCIAL SECURITY NO.

[EXHIBITS CONTAINED ON THE NEXT PAGES]

I. Overview

SDT Productions' *French Quarter Task Force App(s) / Modules* for the French Quarter Economic Development District's version of APP TASK FORCE comprise of three (3) Integrated Apps/Modules:

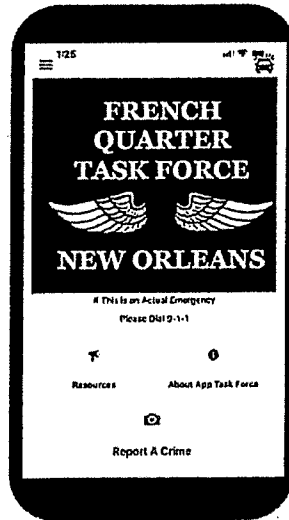


2. Citizen App

App Task Force is available for download from The Google Play and App Store. There is no cost to download the software.



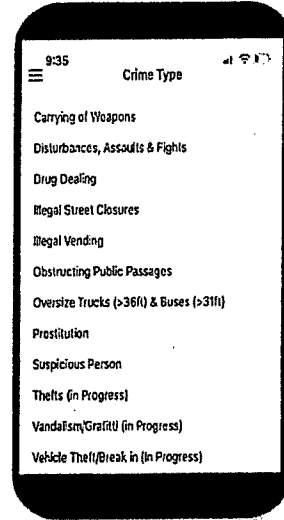
After downloading *App Task Force*, the user is asked to agree to the terms of service and to activate location services etc. If the Citizen's device is physically in the **French Quarter EDD Area**, the Area described in **Exhibit B**, then the *French Quarter Task Force App* will open:



❖ Click on "Report a Crime"

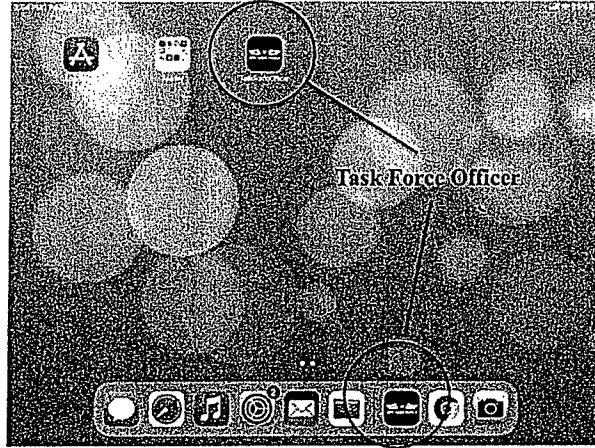


❖ Confirm location

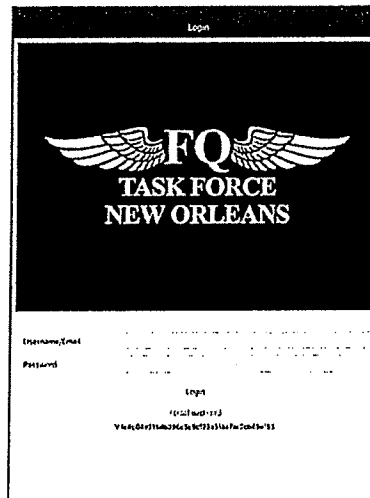


❖ Select Crime Type

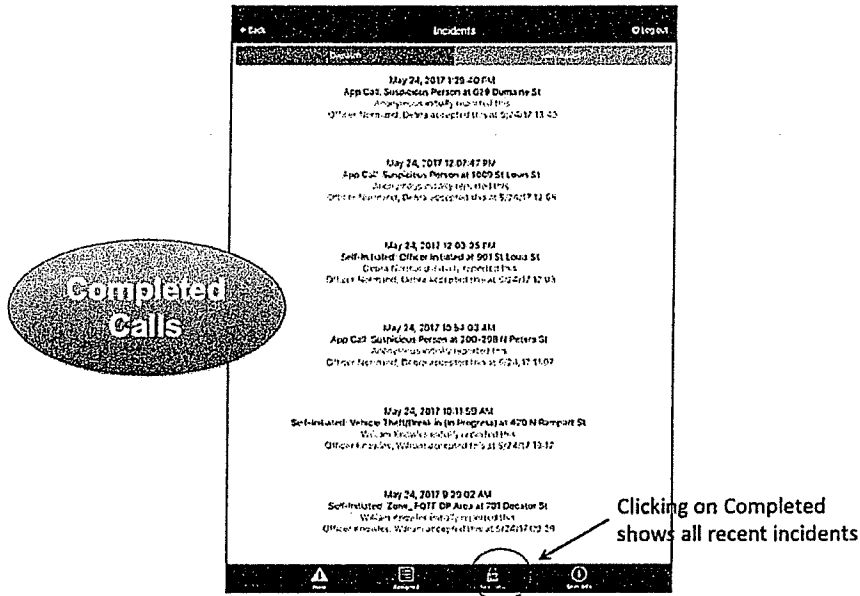
Once the incident type is selected, the next screen provides an optional opportunity for the Citizen to provide a photograph to assist the Officer. The final screen opens and asks the Citizen to add any other information to help the Officer understand the situation. The Citizen is then asked to provide contact information. At a minimum, a call back number must be entered. Finally, the Citizen selects the submit button, and the information is then sent to the Responding Officers.



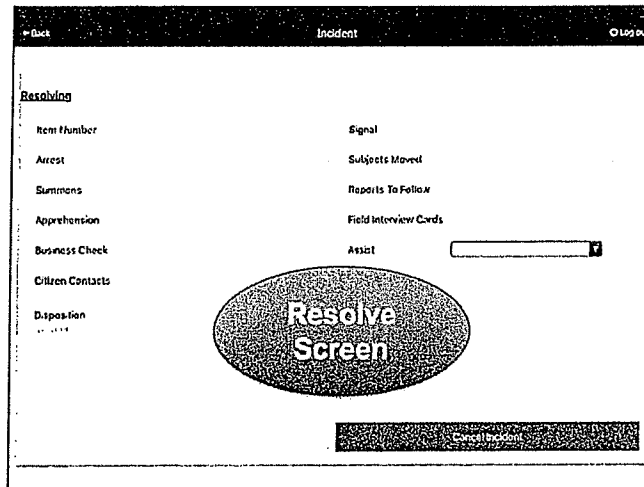
The FQTF Officer App is then displayed, and the Officers log on as users with their unique username and password.



Once logged on, the Officer's time is recorded. The Officers can set the App to the home screen where they can view and assign FQTF App calls, FQTF Dispatch Calls, and FQTF Self - Initiated calls to themselves:

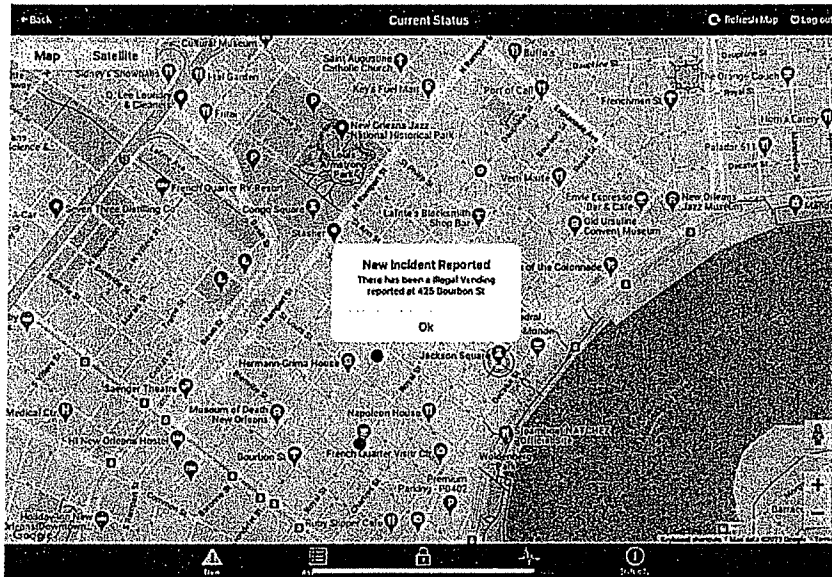


To close out the FQTF Officer App, FQTF Dispatch, or FQTF Self-Initiated call, the Officer must add the appropriate data into the Resolution screen. At a minimum, a disposition must be added.



At the end of their shift, Officers who patrolled in the French Quarter Economic Development District will log off and return the iPad and charging cord to its designated location. The system logs their log out time and the shift start, and finish times can be used as the electronic timesheet.

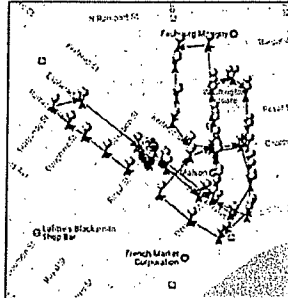
If a citizen reports a crime using the FQTF Citizen App, the location of that call will appear on the **Current Status** screen as a red dot and an audible notification will sound. Users can click on the red dot to get a summary of the crime report. The black dots on the screen are the locations of the Officers working at that time.



Patrol Officer Response – When an FQTF App call is received, the Officers, and the Administration personnel can select the incident and review the location and details of the Citizen’s call. The incident location is the address where the Citizen reported the crime was occurring. The submitter location is the location of the Citizen’s smartphone when the call is submitted. Once the Officers arrive on scene, the Officers evaluate the situation and document what they did and add the appropriate data in the fields provided. An example of a completed FQTF App Call is provided below:

Incident Location	
Address	741 Barracks St
City	New Orleans
State	LA
Zip	70116
Latitude	29.963433230097515
Longitude	-90.0613430996489

Submitter Location	
Address	1116 Royal St
City	New Orleans
State	LA
Zip	70116
Latitude	29.96151331791035
Longitude	-90.06159459431612



Enhanced Tracking Capability

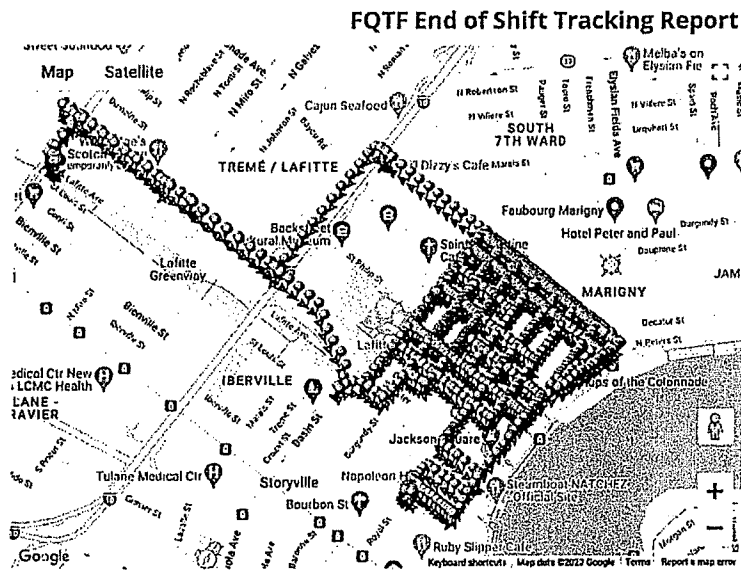
- App, Dispatch, & Self Initiated Items
- GPS Tracking and Log of the Time the Officer Arrives on the Scene

A detailed list of the devices' locations over a selected timeframe is also provided.

End of Shift Reports

The FQ Patrol Supervisor and other authorized City or NOPD personnel will be able to run a report to show a summary of the Officer's location and miles driven during the assigned shift time.

An example is shown below:



Date: 120823
Officer: Branch, Channing
Start Time: 0323
Finish Time: 0643
Shift ID: 1
Assigned Zone: 3
Miles Driven: 27.59
Officer Shift Notes:
 No trash bwc 7

Tripsheets

The FQTF Officer App eliminates the need for paper tripsheets, but an electronic tripsheet can easily be created by the FQ Patrol Supervisor and other authorized personnel. This is

Report Name	Who Can Access?	Report Content	Output Format	Existing?	Notes
Shifts	Admin & Org Admin	Shifts by Officers, Date, Timeframe & Shift Status	Excel	Yes	
Incidents - Tripsheet	Admin & Org Admin	Trip Sheet by Officer or by Timeframe	Excel	Yes	Add columns for Traffic Citations & Parking Tickets
Incidents - Activity Log	Admin & Org Admin	Activity Log by Officer or by Timeframe	Excel	Yes	Add Separate Response Times for App, Dispatch & Self Initiated Calls
Vehicles	Admin & Org Admin	List of FOP vehicles used by the Officers	Excel and PDF	Yes	
Mileage	Admin & Org Admin	Mileage by Timeframe	Excel	Yes	
Device Tracking	Admin & Org Admin	Tracks Officers iPad by Timeframe	PDF	Yes	
End of Shift Summary	Admin & Org Admin	Officer summary for a specific shift	PDF	Yes	
Push Notification Log	Org Admin	List of Push Notifications sent out	Excel	Yes	Add Admin
Users	Org Admin	List of Active & Deactivated Users	Excel and PDF	Yes	
Settings - GPS Interval	SDT Productions	GPS "ping" rate	Excel and PDF	Yes	Only changeable by SDT Productions
Incident Types	Org Admin	List of Incidents that Citizens can use	Excel and PDF	Yes	
Vehicle Types	Org Admin	List of vehicle types (eg Patrol Car)	Excel and PDF	Yes	
Assisted Organizations	Org Admin	List of supporting Orgs (NOFD, EMS etc)	Excel and PDF	Yes	
Organization Resources	Org Admin	List of resources that Citizens can access	Excel	Yes	
Register User Report	Org Admin	List of Registered Citizen App Users	Excel	Yes	Needs modifying to list just FQTF
NEW REPORTS:					
App Call Report	Admin & Org Admin	Citizen Report & Officer Response	PDF	No	New capability for Supervisor to simplify summarizing a App Call
Daily Shift Assignments	Admin & Org Admin	Shift by Officer, iPad, Vehicle etc	Excel	No	New capability to simplify daily notice
Stats	Admin & Org Admin	Stats by Timeframe	Excel	No	New capability to simplify info for MAX
% Shifts Filled	Admin & Org Admin	% of Shifts Filled by Timeframe	Excel	No	New capability to simplify data for KPI
Database Download	Org Admin	Raw data for a Specific Timeframe	TBD	No	Requested by CNO

5. Training and User Guides

SDT Productions will assist the NOPD's 8th District in the use of *French Quarter Task Force App(s) / Modules* by providing, at a minimum, the following documentation:

- A) FQTF Administrator and Supervisor User Guide
- B) FQTF Electronic Timesheet User Guide
- C) FQTF Officer App User Guide
- D) FQTF Citizen App User Guide

EXHIBIT "C"

**Mobile Application License and Services Agreement
for
The City of New Orleans' use of the App Task Force[®]
in the
French Quarter Economic Development District**

SDT Productions, LLC

Citizens may use the *French Quarter Task Force Citizen App* to report certain activities to the Licensee or to request services of the Licensee. These activities and services will be limited to the Area described in **Exhibit "B"**.

When an Officer employed by the NOPD opens the APP TASK FORCE Officer App, the software will thereafter display the *French Quarter Task Force Officer App* home screen.

Administration personnel working for the City of New Orleans will have access to the *French Quarter Task Force Admin App*, a web-based application accessible for popular browsers.

- (b) Access to geolocation services from third parties, i.e. Google Maps and others to the extent that Licensor has access (the "**Geolocation Services**"), used in connection with the functionality of the APP TASK FORCE; and
- (c) Licensor will provide Data storage for a minimum of seven (7) years, compliant with the Health Insurance Portability and Accountability Act of 1996, for the data generated and/or processed by the French Quarter Task Force version of APP TASK FORCE (the "**Data Storage**"). After seven (7) years, Licensor, at its cost and expense will, upon request by the Licensee, transfer the data, in whole or in part, to Licensee in a non-proprietary format.

2. **Limitations of License.**

- (a) The License hereby granted is for the *French Quarter Task Force ("FQTF") App*. Citizens may use this version of APP TASK FORCE to report certain activities to the Licensee or to request services of the Licensee. These activities and services will be limited to the Area described on **Exhibit "B"** attached hereto. POST-Certified police Officers employed by NOPD may use the French Quarter Task Force version of APP Task Force to respond to and document certain public safety activities to the Licensee. There are no area limitations for the Officer App as it is expected that the Officers may need to go outside the Area in conjunction with their law enforcement activities.
- (b) Licensee will not make, or authorize any use, direct or indirect, of the APP TASK FORCE in any other area, and will have no right to issue a sublicense to any person.
- (c) Licensee will provide the iPads and associated charging equipment and cords. Licensee will provide a location where the Patrol Officers will be able to pick up the iPad at the start of their shift and return the iPad to that same location at the end of their shift. During their shift, the Officers will have real time access to the *French Quarter Task Force App(s) / Modules* .
- (d) Nothing in this Agreement shall be construed to prevent Licensor from granting a license for the use of the APP TASK FORCE or from utilizing the APP TASK FORCE

- (d) The Licensor's terms of use shall be applicable to the French Quarter Task Force version of APP TASK FORCE® App, which may be revised by Licensor from time to time without Licensee's consent; however, Licensor shall provide notification to Licensee.

7. Limited Warranty.

Licensor represents and warrants to Licensee that none of the Deliverables infringe on any copyright, patent, or other intellectual property right of any third party. Licensor warrants to Licensee that the Deliverables will conform in all material respects with Licensor's published documentation (including online publications) for the Deliverables in effect at the time of use, and the functionality described on Exhibit "A" (the "Functionality"). Licensor agrees to correct any software defects found to be in substantial non-conformance with the functionality described in Exhibit "A".

8. Advertising.

Licensor shall not use the Licensee's name, symbols, trademarks, tradename, or otherwise use or refer to the "*French Quarter Task Force*", or any of its employees, agents, representatives, or associates without the prior written consent of the Licensee, which such consent may be withheld, conditioned, or denied without cause or reason whatsoever.

9. Confidentiality.

- (a) Licensee acknowledges the APP TASK FORCE and *French Quarter Task Force App(s) / Modules* are the exclusive intellectual property of Licensor, and that Licensor has proprietary interests in those. For purposes of this Agreement, the term "Confidential Information" shall mean (i) the *French Quarter Task Force App(s) / Modules* and (ii) any and all related information of any nature and in any form, whether written, oral or in electronic form, that is not generally known to and not readily ascertainable by other Persons. Including, without limitation, Licensor's information related to the *French Quarter Task Force App(s) / Modules* as follows: any related software, computer programs, source code, and any related error corrections, updates or upgrades; related software products, processes, and services; Licensor's related research and development data, theories of application, methodologies, and/or *French Quarter Task Force App(s) / Modules* updates; Licensor's related data and research; Licensor's policies; any and all related samples and/or materials submitted to Licensee by Licensor; and any and all records, documents, specifications, data, and other information with respect thereto if, when and as made known to Licensee.
- (b) Licensee shall not at any time during or after the Term of this Agreement, disclose any information related to the *French Quarter Task Force App(s) / Modules* or Confidential Information to any Person, or use or otherwise exploit the *French Quarter Task Force App(s) / Modules* or Confidential Information to the detriment of Licensor, however excepting Licensee's response to any and all applicable public records laws.

entitled under this Agreement or otherwise. Licensor's rights and remedies provided for herein shall be cumulative, not limited to any one right or remedy.

13. Notices. *See Article XIII of the Professional Services Agreement between the Licensee and the Licensor.*

14. Interpretation.

For purposes of this Agreement, (a) the words "include," "includes" and "including" is deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references in this Agreement: (i) to sections, annexes, schedules and exhibits, mean the sections of, and schedules and exhibits attached to, this Agreement; (ii) to an agreement, instrument or other document mean such agreement, instrument or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) to a statute, mean such statute in effect upon the Effective Date. The Parties drafted this Agreement without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The schedules and exhibits referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

See also Article XIV, Section (F) of the Professional Services Agreement between the Licensee and the Licensor.

15. Headings.

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

See also Article XIV, Section (F) of the Professional Services Agreement between the Licensee and the Licensor.

16. Severability.

If any term or provision of this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability does not affect any other term or provision of this Agreement.

See also Article XIV, Section (U) of the Professional Services Agreement between the Licensee and the Licensor.

17. Entire Agreement. *See Article XIV, Section (H) of the Professional Services Agreement between the Licensee and the Licensor.*

Nothing contained in this Agreement shall be construed as conferring by implication, estoppel, or otherwise upon either Party any license or other right except the licenses and rights expressly granted hereunder to that Party.

29. Insurance. *See Article I, Section (H) of the Professional Services Agreement between the Licensee and the Licensor.*

30. Acceptance.

Each Party hereby accepts the licenses and rights granted to it by a Party under this Agreement subject to all of the terms and conditions of this Agreement.

In witness whereof the Parties hereto have caused this instrument to be duly executed as of the day and year first above written.

LICENSOR:
SDT Productions, LLC

LICENSEE:
City of New Orleans

By: _____
Name: Sidney D. Torres, IV
Title: President/Manager

By: _____
Name: LaToya Cantrell
Title: Mayor

APP TASK FORCE NOTICES

PRIVACY NOTICES POSTED ON SDT PRODUCTIONS' APP TASKFORCE WEBSITE

- This privacy policy describes how and why we collect, store, use and/or share your information when you use *App Task Force*, our mobile application, our website / web-based application, or send or receive a communication from us. *App Task Force* collects minimal information about you and will never sell your information to other entities.
- *App Task Force* is a mobile application used by citizens to contact certain Police agencies and Security Districts who use *App Task Force*. Those agencies may have their own privacy policy and if so, will be available on the "About this App" section for each specific geographic area App.
- ***What information do we collect*** - If you, have chosen to be a registered user and provided certain personal data through our application, that information may be used for follow-up purposes and may be disclosed and used by a law enforcement agency in connection with an investigation of the reported activity, internal affairs of the law enforcement agency or other relevant purpose.
- If you use this application as a guest user, only the contact number that you list when submitting your reported activity is stored. If you submit information as a guest user, a law enforcement officer or agency might attempt to contact you to provide feedback on your reported activity or to obtain your identity in circumstances where it may be pivotal to prevent the loss of life or property or to assist in the investigation of a crime.
- ***How long do we keep your information?*** - SDT Productions LLC only keeps the information supplied by you for as long as specified in our legal agreements with our customers.
- ***Unlawful use of our Application*** - SDT Productions LLC fully cooperates with local, state, and federal law enforcement agencies to identify those who use our services for illegal activities. We reserve the right to report to other law enforcement agencies any activities that we reasonably believe to be unlawful and to take appropriate action against violators of law.
- ***Account Information*** – If you would like to change the information in your account you can log in to your account settings in the application and update your information. You can also contact us at support@sdtapptaskforce.com if you wish to deactivate your account. If we deactivate your account, some information that you provided previously when making your request for police or Security District response will be retained to comply with applicable data storage requirements.
- This privacy policy is subject to change without notice. Check back often to see any updates. Last updated February 18, 2024

design, information, text, graphics, images, pages, interfaces, links, software, or other materials and items contained in or displayed on the FQTF App. All such items and materials are provided on an "as is" basis and you are fully and solely responsible for your use of them and for any results or consequences of your use. These materials have been compiled from a variety of sources, including sources beyond the control of the City, the Department, and SDT Productions, and are subject to change without notice from the City, the Department, or SDT Productions. Commercial use is prohibited without the prior written permission of the City, the Department, and SDT Productions.

In no event shall the City, the Department, or SDT Productions, or their agencies, officers, managers, employees, agents, or representatives, be liable for any and all damages, including but not limited to direct, indirect, special, punitive, incidental, exemplary or consequential damages, arising from accessing or using the FQTF App, or otherwise arising from the FQTF App or from anything contained in or displayed on the FQTF App. Nothing contained in or displayed on the FQTF App constitutes or is intended to constitute legal advice by the City, the Department, or SDT Productions or any of their agencies, officers, employees, agents, or representatives.

Nothing contained in or displayed on the FQTF App constitutes or is intended to constitute a 911 call program for emergencies (police, fire and EMS) which is a separate and distinct program, not in any way linked to, or dependent on, the FQTF App.

Citizens who use the FQTF App to report in progress criminal activity and suspicious behaviors are required to use the categories listed in the FQTF App. If the incident type is not listed in the FQTF App then call 911 or the NOPD's 8th District at 504-658-6080. Submitting a picture with the FQTF App call is encouraged as it provides the officers with additional information. Citizens are required to only submit images from the current incident and not from prior incidents. Submitting a detailed description and providing accurate location information is beneficial. If the citizen is reporting a non-police situation (sanitation, lighting, etc) they are requested to call 311.

External Sites

The FQTF App may contain links to other sites on the Internet that are operated by parties other than the City, the Department, or SDT Productions. Neither the City, the Department, nor SDT Productions is responsible for the content of any such external site, nor for the availability of the site or its content on the FQTF App. If you have questions or concerns regarding the content of any of these external sites, you should contact the site's administrator directly. Copyright Service marks and trademarks contained in or displayed on the site, and the contents of linked sites operated by third parties, are the property of their respective owners. All other design, information, text, graphics, images, pages, interfaces, links, software, and other items and materials contained in or displayed on the FQTF App, and the selection and arrangements thereof, are the property of SDT Productions, the City, and/or the Department, as the case may be. All rights are reserved.

contained on the FQTF App. SDT Productions, L.L.C. disclaims any responsibility for content errors, omissions, or infringing material and disclaim any responsibility associated with relying upon the information provided on the FQTF App. SDT Productions, L.L.C. also disclaims all liability for any material contained in other content linked to the FQTF App.

Copyright 2015 SDT Productions, LLC. All rights reserved.

The following policies promulgated by the City of New Orleans are included in the Mobile Licensing Agreement and shall be available for the public, NOPD, and the City's Management and Administration to review in the section, entitled, "About this App," when the public, NOPD Officers, and the City's administrators download or use any of the following mobile-accessible applications or web-based applications: the APP TASK FORCE / French Quarter Task Force CITIZEN APP / OFFICER APP / ADMIN APP / Module, respectively (collectively, the "FQTF App"):

CITY OF NEW ORLEANS' POLICIES FOR USE OF APP TASK FORCE WEB-BASED APPLICATIONS, USER DOWNLOADED APPLICATIONS, AND MODULES: THE FQTF CITIZEN APP / THE FQTF OFFICER APP / FQTF ADMIN MODULE (collectively referred to herein as, "The FQTF APP ")

PLEASE READ THE FOLLOWING PRIVACY POLICIES, TERMS OF USE, AND DISCLAIMERS, CAREFULLY BEFORE USING THIS WEB-BASED APPLICATION OR DOWNLOADED APPLICATION. BY ACCESSING OR USING THE FQTF APP, YOU AGREE TO THE DISCLAIMERS AND ALL OTHER TERMS PROVIDED BELOW. IF YOU DO NOT AGREE TO THE DISCLAIMERS AND ALL OF THESE TERMS, DO NOT ACCESS OR USE THE FQTF APP:

Privacy Policy

Information Submitted to the FQTF App

During a session on the FQTF App, a user may affirmatively submit information to the City of New Orleans by, among other means, filling in and submitting an online form and submitting pictures. Such affirmatively submitted information will be used by the City of New Orleans in furtherance of its duties and/or obligations to its citizenry (i.e., "governmental purposes").

The governmental purposes to which affirmatively submitted information may be put include, but are not limited to, the following:

- 1. Helping the City of New Orleans respond to a request for information not readily available from the FQTF App.*
- 2. Investigating a problem reported to the City of New Orleans via the FQTF App.*
- 3. Keeping lists of parties interested in some particular issue or facet of New Orleans life about which the City of New Orleans anticipates issuing further information in the future.*

if applicable or possible, flush any temporary caches or other areas where such a password might be stored subsequent to use.

Children

The FQTF App may not include any features/modules that specifically solicit information from minors or seek to determine whether the user is a minor. Consequently, because such information will not be specifically identified as being from minors, users of the FQTF App should be aware that personally identifiable information submitted via the FQTF App by minors will be subject to being treated in the same manner as information given by an adult and may become subject to the PRA.

The City strongly believes that parental supervision is an important factor in Internet use by minors. Therefore, the City of New Orleans asks parents to guide their minor children when children are asked to provide any personal information online. The City of New Orleans further asks that children ask for and receive their parent's permission before providing any information online via the FQTF App.

Health Care Information

Any agency providing personally identifiable health care information via the FQTF App will be required to certify that its health care data handling and security procedures are compliant with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). If such data and security services are provided to such agency(ies) by a third-party provider, the agency(ies) shall be responsible for such third party's compliance with HIPAA.

Third Party Links

The FQTF App provides links to, and may be linked from, local, State, and Federal governmental agencies, and from, or to, other websites. The existence and/or provision of those links neither constitutes nor implies endorsement of the destination or departure website(s) or of the content, viewpoint, accuracy, opinions, policy(ies), product(s), accessibility, or privacy policy of said destination or departure website(s). Nor does any link between the FQTF App and a third-party website imply the City of New Orleans' sponsorship of such website, nor the City of New Orleans' sponsorship of the creator of such website.

Some content on portions of the FQTF App resides on servers run by third parties. Each agency providing content for the FQTF App is bound by the City of New Orleans privacy policy. Any agency using a third-party host, ISP, ASP, or other combination of third-party transport, storage, content, or application provision services shall be responsible for such third party's compliance with the City of New Orleans' privacy policy.

Disclaimer and Release

The City of New Orleans does not make any warranties or representations with respect to the content, quality, accuracy or completeness of any information or materials contained on the FQTF

such sentence, clause, or provision shall not otherwise affect the validity of the remaining provisions of the policies that shall continue to be enforceable.

Jurisdiction and Venue for any disputes or actions arising out of these policies from the City of New Orleans shall rest with and be in the Orleans Parish Civil District Court.

The City of New Orleans may change these policies from time to time, and reserves the right to do so without notice. All rights reserved.



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

Requesting Department or Agency: Chief Administrative Office

Name of Contact Person: Alex Dunkenberger

Telephone Number: 504-658-8668

Email Address: alex.dunkenberger@nola.gov

Initials of Sponsoring Councilmember(s): _____

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. The purpose and need for the contract: Provision of a French Quarter supplemental police patrol app.

2. The parties involved: City of New Orleans and SDT Productions, LLC

3. The obligations, expectations, and deliverables of the parties involved: SDT will provide and maintain a mobile-accessible application that will enable end-users to directly report quality of life issues, non-emergency incidents, crimes, and other categories of complaints determined by the City, through the NOPD.

4. The duration of the contract: 1 year and 6 months

5. The cost and any fiscal implications of the contract for the City: \$139,125.00

6. Describe disadvantaged business enterprise (DBE) participation: 10% DBE participation

MOTION

NO. M-24-586

CITY HALL: October 10, 2024

BY: COUNCILMEMBERS KING, MORENO AND MORRELL (BY REQUEST)

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

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

WHEREAS, The City of New Orleans, and the State of Louisiana Workforce Commission desire to enter into a subaward grant agreement, for a period of two (2) years, the total compensation being \$3,889,875; NOW THEREFORE

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the President of the Council shall be added as a signatory to the subaward grant agreement between the City of New Orleans and the State of Louisiana Workforce Commission; and

BE IT FURTHER MOVED, That the President of the Council is hereby authorized to sign the subaward grant agreement between the City of New Orleans and the State of Louisiana Workforce Commission as attached hereto as Exhibit A; and

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

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

YEAS: Giarrusso, Green, Harris, King, Moreno, Morrell, Thomas - 7

NAYS: 0

ABSENT: 0

AND THE MOTION WAS ADOPTED.



The Frontier Outreach Program – French Quarter

Travelers Aid Society (TAS) in Partnership with FMC/FQEDD

September 2024 Monthly Report

In efforts to improve the life quality of individuals in the French Quarter area with active experiences, or notable histories of homelessness, Travelers Aid Society of Greater New Orleans has developed a program that will support connecting individuals to needed services previously inaccessible.

Progress Report: Efforts and Outcomes

For this program, three (3) case manager will be responsible for providing holistic services to unhoused individuals by offering connections to healthcare, public benefits, identification documents, and documentation support for housing needs.

The role of French Quarter outreach case managers expansion will be to consistently canvass the area on foot, engage with unhoused individuals residing in our designated zone to triage for basic needs and offering “light touch” referrals, service information, and/or case management assistance.

Breakdown of census

Client census (# of clients we have provided services) 45
 45 all clients serviced this month
 20 new clients serviced this month (not serviced this year)

Encounter census (# of total encounters this month) 84

Noted Densely Populated Areas (this month):

<u> x </u> Jackson Square	<u> x </u> Bourbon & Bienville
<u> x </u> Governor & Decatur	<u> </u> Crescent City Moonwalk
<u> </u> Wharf / Riverfront	<u> x </u> Decatur
<u> </u> Canal St	<u> </u> North Rampart-between Canal & Toulouse
<u> </u> Bourbon St.	<u> x </u> Other (St. Paul)

Chronically Homeless Individuals (total # contacted this month) 32

*Under the Department of Housing and Urban Development's definition, a chronically homeless individual is someone who has experienced homelessness for 1 year or longer or who has experienced several episodes of homelessness in the last 3 years and has a disability

Unhoused individuals connected to housing programs 7

*These are individuals who have vouchers issued to them but were not housed by the end of the month

Individuals with returns to homelessness 1

*These are individuals who reported previously being housed in a housing program and who have since returned to homelessness

Breakdown of types of services provided during the encounters

Housing (# of housing opportunities events with outreach help) 1

*These 1 connections to housing supports represent assistance to 1 unique client

- 1 clients moved into a Permanent Housing Placements (Settings include being newly placed in voucher-based housing, group homes, market rentals, moving in with family, etc.)
- 0 clients moved into Transitional Housing Placements (Settings include being newly placed in Safe Havens, Emergency Motels, etc. – this number does NOT include emergency shelters)
- 0 client was newly linked to housing assistance/subsidy (Linkages include being matched to a voucher, enrolled in a housing program, or approved for rent and deposit help – does not mean move-in has occurred yet, just that a subsidy was newly assigned in client's name)

Treatment (# of treatment events with outreach help) 0

*These 0 connections represent assistance to 0 unique clients

- 0 instances of helping 0 clients schedule a healthcare appointment. These were:
- 0 clients were assisted in enrolling in Assertive Community Treatment (ACT) Teams
- 0 instances of assisting with direct wound care
- 0 instances of accompanying, visiting, or assisting clients during hospitalization
- 0 instances of assisting clients to enter detox, rehab, or the Sobering Center

Benefits Enrollment (# of public benefits events with outreach help) 0

*These 0 connections represent assistance to 0 unique clients; some clients need multiple benefits

- 0 clients were approved for SNAP/Food Stamps with outreach help
- 0 clients were enrolled in Medicaid with outreach help
- 0 clients were connected to monthly SSI/SSDI benefits with outreach help
- 0 instances of helping client apply for a free lifeline government phone program

Vital Documents (# of vital documents events with outreach help) 4

*These 4 documents represent assistance to 4 unique client; some clients need multiple documents

- 0 clients obtained their birth certificate with outreach help
- 4 client obtained their state ID with outreach help
- 0 clients obtained their Social Security cards with outreach help

Year to Date Data		Total
Outreach Contacts	Unique individuals served	321
	Successful contacts	1223
Housing Placements	Permanent housing move-ins	2
	Transitional housing move-ins	0
	New housing program placements	30
Healthcare	Treatment connections	50
Benefits	Benefit enrollment	4
Documents	Vital documentation	26

A look at cumulative efforts for all services provided throughout the grant period.

Success story

Our newest case manager was able to successfully engage a client with services after their introduction. This particular client had been approached by a previous TASGNO case manager for years, but at those times, was not interested in services. However, our newest case manager was able to quickly build a rapport. Upon feeling comfortable and heard, the client agreed to TAS services.

Challenges

This month, we faced the challenge of Hurricane Francine. Given the need for prompt preparations, it was challenging to spread the word to all of our clients. Although we created a handout for shelter and referral sources while we advocated in ensuring their safety, for those without access to transportation, the Rosenwald Center is approximately an hour from the French Quarter. In addition, we received notice of issues with the city's transportation of our clients.

Rapid Rehousing

For this program, we are collaborating with the City of New Orleans and the FQMD by providing case management service and rental assistance for 20 rapid rehousing clients.

Client census (# of clients we have provided services)

5

- 5 enrolled clients
- 2 new intakes (this month)
- 11 referred clients
- 0 housed

Success story

We completed our hire for our Rapid Rehousing Case Manager. Our newest team member is set to start October 7th, 2024. In addition, we started with apartment viewings. We base housing clients on the client's housing preferences in addition to housing availability. We foresee more apartment viewings in the upcoming weeks.

Challenges

Given increased policing efforts, it is becoming challenging to locate our clients. We are facing obstacles providing follow-up care (as in completion of the package and taking clients to view apartments) because our clients have been displaced from their usual locations. We hope that with continued search efforts, we are able to re-establish contact with some our client that we have been unable to locate.

French Quarter Economic Development District Trust Fund											
	January	February	March	April	May	June	July	August	September	Year to Date	BUDGET
INCOME - BUDGET	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	1,500,000.00	3,000,000
INCOME - FQEDD Sales Tax	340,533.20	281,885.89	354,595.19	353,207.23	353,251.06	\$296,040.00	238,516.00	233,467.00	228,507.00	2,680,002.57	179%
New Remittances	340,533.20	281,885.89	354,595.19	353,207.23	353,251.06	\$296,040.00	238,516.00	233,467.00	228,507.00		0%
(Adjustments)											
Overdue or "Old" Remittance	75.46	75.37	56.00	(16.29)	8,870.29 185.17	3,863.00	(1,265.00)	(27.00)	21.00		
EXPENSES - BUDGET	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	1,500,000.00	3,000,000
EXPENSES	137,877.72	149,836.23	157,945.54	160,446.34	208,006.35	235,261.05	152,839.17	171,437.05	164,475.55	1,717,349.01	114%
Overtime	116,162.73	114,354.56	121,400.66	123,326.71	171,808.00	203,550.80	141,062.19	162,760.77	147,986.76	1,302,413.18	
Salary	5,545.38	8,338.18	6,167.94	7,358.44	4,339.57	447.67	393.38	200.00		32,790.56	
Medicare	938.43	860.18	1,110.04	1,066.74	1,282.92	1,522.66	916.38	1,171.82	796.72	9,665.89	
Group Health Insurance	667.57	692.30	692.30	490.53	\$321.22					2,863.92	
Workers' Compensation	556.32	576.92	576.92	408.78	\$267.70					2,386.64	
Life Insurance	6.52	6.76	6.76	4.79	3.14					27.97	
Unemployment Insurance	4.15	4.30	4.30	3.05	2.00					17.80	
Social Security					243.95	158.35	158.38	226.06	170.91	957.65	
SDT Productions (App)	2,001.83	4,507.38	975.95	4,507.38	3,063.63	3,836.40		7,078.40		25,970.97	
T-Mobile									778.83	778.83	
Convergent Tech										0.00	118,954.04
Covenant House										0.00	55,748.60
Travelers Aid Society GNO	4,210.89	13,232.40	19,415.47	14,549.99	16,981.12	15,208.66	10,308.84	0.00	14,742.33	287,873.71	608,593.19
TASGNO Street Outreach	13,081.18	13,232.40	19,415.47	14,549.99	16,981.12	15,208.66	10,308.84		14,742.33	93,777.00	242,985.75
TASGNO Rapid Rehousing										202,967.00	365,607.44
FMC Reimbursement										0.00	
FMC Accounts Payable	(8,870.29)									(8,870.29)	
FQMD	7,783.90	\$7,263.25	7,595.20	8,729.93	9,693.10	8,861.56				49,926.94	150,000.00
Greybar			33,117.99								
Collins Visual						1,674.95				1,674.95	
ACCOUNTS PAYABLE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,321.72	9,321.72	
Convergent Tech										0.00	
T-Mobile										0.00	
SDT Productions (App)									9,321.72	9,321.72	
FQMD										0.00	
Collins Visual											

Supplemental Police Patrol Program Key Performance Indices															
DESCRIPTION	January	February	March	April	May	June	July	August	September	October	November	December	Average Year to Date	KPI	Total
SPPP Officers Trained in FQ Specific Laws	100%	100%	100%	100%	100%	100%	100%	100%	100%				100%	100%	
App Response Time	12	14	12	11	8	5	5	7	8				9	10	
Citizen Contracts	1,573	1,360	1,569	2,017	2,101	1,982	2,739	2,772	1,839				1,995	700	17,952
Business Checks	724	561	710	614	601	769	985	1,093	795				761	500	6,852
Percentage of Shifts Worked	69%	58%	71%	71%	82%	82%	84%	96%	94%				79%	75%	
Percentage of Shifts Filled	-	-	-	-	-	-	91%								
Supplemental Police Patrol Program Categories Tracked															
Description	January	February	March	April	May	June	July	August	September	October	November	December	Year to Date Average	Historic 5-Year Avg	Total
App Calls Received	406	421	507	429	484	397	473	536	388				449	371	4,041
Dispatch Calls Responded to	109	57	143	124	232	260	273	276	204				186	100	1,678
Self Initiated Calls Reported	2,895	2,362	2,150	2,286	3,258	3,134	3,808	4,110	2,736				2,971		26,739
Arrests & Apprehensions	21	10	13	23	40	30	38	31	18				25	33	224
Summons	6	3	2	19	25	25	27	56	29				21		192
Traffic Citations	11	12	13	31	85	46	55	78	39				41		370
Subjects Moved	347	355	548	457	609	637	1,180	780	442				595	1,328	5,355
Miles Patrolled	7,764	5,537	6,668	6,122	7,969	7,979	10,245	10,065	6,791				7,682		69,140
FQP Vehicles Available for Patrol	9	9	9	8	10	10	10	10	8				9		83
Officers Assigned to the 8th District	88	87	86	88	90	90	89	90	90				89	98 (2021/	798
Person Crimes in the FQ	19	15	13	14	16		19	9	10				14		115
Officers: Bourbon Promenade	13	13	13	12	13	13	12	12	12				13		113
Parking Tickets Written	6	3	12	10	64	44	55	49	18				29		261
Hours assigned to RTCC	0	0	0	0	0	0	0	0	0				0		0

Start Date: 1/9/2023		Street Outreach Case Management												Year to Date Average	Total
Responsible Party	Description	January	February	March	April	May	June	July	August	September	October	November	December	Year to Date Average	Total
TASGNO	New clients (never seen before in Year)	63	27	2	7	23	14	17	37	20				23	210
TASGNO	Repeat contacts (clients seen earlier in month or year)	0	88	132		78				25				65	
TASGNO	Unique Clients Contacted	63	58	58	47	60	51	64	62					58	
TASGNO	Chronically Homeless Individuals Contacted	12	47	47	36	49	58	51	41	32				41	
TASGNO	Encountered Individuals Who were Connected to Housing Programs but not housed by end of Month	1	3	8	11	5	1	14	14	7				7	
TASGNO	Permanent Housing Placements	1	1	1	3	1	2	1	0	1				1	11
TASGNO	Transitional Housing Placements	0	0	0	0	0	0	0	0	0				0	-
TASGNO	Clients connected to treatment	7	10	10	8	16	4	20	5	0				9	80
TASGNO	Benefits Enrollment (# connections to public benefits with outreach help):	7	6	5	3	4	11	2	0	0				4	38
TASGNO	Vital Documents (#connections to their identifying documents with outreach help):	4	3	3	4	8	7	10	2	4				5	45
TASGNO	Returns to homelessness in the District	0	0	5	2	5	4	4	5	1				3	26
TASGNO Rapid Rehousing	Number of individuals enrolled		10	10	10					5					
TASGNO Rapid Rehousing	Number of individuals moved into housing using RR		0	0	0	0	0	0		0					
TASGNO Rapid Rehousing	Number of returns to homelessness from RR program		0	0	0	0	0	0		0					
TASGNO Rapid Rehousing	Number of individuals bridged into permanent housing program		0	0	0	0	0	0		0					
Covenant House Street Outreach	Number of new youths (never seen before in Year)	3	9	5	4	3	4	2	3	7					40
Covenant House Street Outreach	Number of repeat clients	8	8	5	7	6	3	4	5	4					50
Covenant House Street Outreach	Average hours spent with youths	17	25	22	23.5	22	26	25	28	23					109.5
Covenant House Street Outreach	Miles traveled in French Quarter (on foot and by vehicle)	5.1	30.5	116.6	121.1	118.3	122.8	121.2	111.5	121					868.1
Covenant House Street Outreach	Count of resources provided (bus ticket, hygiene kit, meal, intake info)	26	20	28	42	41	62	40	47	71					377
French Market Corporation	TASGNO Reimbursement														

