

Brief Summary of Subpoena Evidence from Mayor's Office of Communications and Mercury Public Affairs

Concise Summary:

The Office of Communications engaged in a political campaign to build public support among likely voters for the Mayor specifically and exclusively during the recall period. The Office deliberately sought to violate the City's procurement rules when it engaged Mercury Public Affairs. Furthermore, the use of public funds to pay for the campaign, which prominently featured the Mayor's name and image, is a clear violation of state law. The cost of the mailer campaign, as initially contemplated, would have cost nearly \$600,000.

Finding One:

The mailer was a targeted campaign aimed explicitly to likely voters for specific purpose of building public support for Mayor Cantrell.

- The purpose of the mailer campaign was to build public support for Mayor Cantrell during the recall campaign.
- The mailer campaign was never intended to educate all residents, only those who are most likely to vote in an election. To this end, the Mayor's Office of Communications had multiple written conversations with Mercury regarding a target audience of voters for the mailer campaign.
- The Office of Communications, and specifically Gregory Jospeh, did not see an issue with using public funds to purchase voter demographics.

Finding Two:

The timeframe for the mailer campaign was tied directly to the recall period.

- The Office of Communications intended for the mailer campaign to continue up until the end of the recall period.
- The intended drop date for the final mailer coincided with the end of the recall period.
- Although multiple revisions were made to mailer campaign schedule, the final mailer date remained immediately before the end of the recall period.
- Five days after the recall period ended, Jake Dilemani left Gregory Joseph a voicemail acknowledging that time restrictions for the mailer campaign were no longer relevant.

Finding Three:

The contract with Mercury violated the City's procurement rule for professional service agreements.

- The City's procurement rule for professional service agreements (PSA) caps the maximum annual contract amount for a PSA not procured through an RFP to \$15,000.

- An internal Mercury email from Jake Dilemani summarizes a conversation he had with Gregory Joseph stating that it was Gregory's intent for Mercury to receive the mailer campaign work and that Mercury's proposal is merely pro forma.
- Although the Mercury proposal was eventually split into two separate contracts for separate years, those contracts related to the exact same work.
- Gregory Joseph was informed of the City's public bid requirements in December 2022 and directed to split the contract into two separate agreements for 2022 and 2023.
- Chief Deputy City Attorney Tracy Tyler believed that separating the Mercury contract into two separate agreements violated the City's procurement rules.

Finding Four:

The mailer campaign served a partisan, political purpose that violates state law.

- State law prohibits the use of public funds to pay for advertisements containing the name of a public official or that support a political position.
- It is the long held opinion of the Louisiana Attorney General office that any informational report from a public official "bearing the photographs and names of the [public official] and his employees" is a violation of R.S. 43:111.1, La. Const. Art. XI, Section 4, and R.S. 18:1465.
- The Recap Mailer sent to voters, at a cost of over \$40,000 in public funds, included the Mayor's name and clear political messages aimed at building public support for the Mayor.
- The mailer campaign, as originally planned by Mercury and the Office of Communications, included 12 mailers, some with clearly partisan, political topics like "Crisis Mayor. Problem Solver" "Historic Nature of Election" and "Accomplishment Summary".
- Mercury specifically included mailer topics on fiscal responsibility to respond to negative coverage regarding the Cantrell Administration's spending.
- Upon reviewing Mercury's proposal, the Law Department advised the Office of Communications that City contracts specifically prohibit the use of City funds for political activity.
- Although the mailer campaign shrank in size from 12 mailers to 7, the topics continued to allude to political messaging.
- The Office of Communications deliberately sought to include photos of the Mayor showcasing strong leadership and featuring city employees.

Finding Five:

Mailer Campaign Cost

- Had the Office of Communications executed the mailer campaign as originally planned, it would have cost the City nearly \$600,000.

- The Office of Communications contemplated a total of 12 mailers. The average cost for printing and postage was \$45,711.25 per mailer. The total cost to print and mail 12 mailers would have been around \$548,535.
- Mercury initially contemplated a fee of \$35,000 for their services; this figure was later revised down to \$30,000 to evade procurement rules. The fee to Mercury included a charge of over \$6,000 for a data file containing voter information.

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Finding Two

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Finding Three

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Finding Five

Exhibit E1.....	MPress Recap Mailer Invoice
Exhibit E2.....	MPress Public Safety Win #1 Invoice
Exhibit E3.....	MPress Public Safety Win #2 Invoice
Exhibit E4.....	Mercury Invoice

The mailer was a targeted campaign aimed explicitly to likely voters for specific purpose of building public support for Mayor Cantrell.

The purpose of the mailer campaign was to build public support for Mayor Cantrell during the recall campaign.

- Exhibit A(1), Written Justifications for Mercury Contract from Gregory Joseph:
Mercury will work with Mayor Cantrell's team on developing a comprehensive communication strategy **to promote the current Administration's successes** and reinforce the positive accomplishments of city departments for year 2022. Mercury will create, produce and deliver highly targeted direct mail with clear messaging that **builds public support** and reinforces the messaging coming out of City Hall. The communications team will work with Mercury to identify key wins, upcoming projects, and achievements the Administration has delivered to the people of New Orleans and provide design proofs for review and approval to print and mail according to targeted demographics, utilizing a City vendor. *(Emphasis added).*

The mailer campaign was never intended to educate all residents, only those who are most likely to vote in an election. To this end, the Mayor's Office of Communications had multiple written conversations with Mercury regarding a target audience of voters for the mailer campaign.

- Exhibit A(2), p. 657 of CNO Emails, 12/12/22.
Email from Gregory Joseph to Jake Dilemani (Partner, Mercury):
Jake: How do we get voters under 35 into our mail universe? How many under 35 voters with the last two odd-year municipal election screen exist?
- Exhibit A(3), p. 152 of CNO Emails, 12/29/22.
Email from Carolyn Riggs (Vice President, Mercury) to Communications.nola.gov, Jake Dilemani (Partner, Mercury), Breayana Bradley, and John Lawson:
Hello Gregory, thanks for the great conversation on Tuesday. I wanted to follow up on a couple of things to keep us moving forward. Mercury To Do's 1. **We are working on pulling updated target universes based on our conversation** and will share shortly for your review. *(Emphasis added.)*

Follow up email provides an audience universe of “all voters who have voted in at least 1 non-presidential election since/including 2017” and provides a demographic breakdown of that universe.

- Exhibit A(3), p. 151 of CNO Emails, 1/5/23.
Email from Carolyn Riggs (Vice President, Mercury) to Breayana Bradley, Communications@nola.gov, and Jake Dilemani (Partner, Mercury):
We need 5 things from you to move forward: . . . 5. Clarification on **what topics/messaging to be directed at what sub-universes**. For example, if we mail WOMEN, what do you want to talk about (historic nature of election, leadership, what else?)
(Emphasis added).
- Exhibit A(4), p. 91 of CNO Emails, 1/5/23.
Related to what topics/messaging to be directed at what sub-universes, my thought is that everyone that we are targeting would benefit from getting each of the mailers. However, as a woman I would be interested in getting the mailers on the nature of the election, crime, infrastructure, economic development, and any quality-of-life issues.

The Office of Communications, and specifically Gregory Jospeh, did not see an issue with using public funds to purchase voter demographics.

- Exhibit A(5), Text Message from Gregory Joseph to Jake Dilemani (Partner, Mercury) dated 1/10/23.
Good morning. I got your message about the data file. I believe the contract is ready for signing, I will check with the lawyer when I get to the office. **There shouldn't be a problem with spending money for the data file.** *(Emphasis added.)*

**APPENDIX F TO POLICY MEMORANDUM 122(R)
WRITTEN JUSTIFICATION TO CAO
PROFESSIONAL SERVICES AGREEMENT FOR \$15,000 OR LESS**

From: _____ **(Head of the User Entity)**

To: **Chief Administrative Officer**

Date: _____

As per CAO Policy Memorandum 122(R), this Department is submitting the following:

Name of Vendor: _____

Brief Description of needed services: _____

Term of contract:

Amount of contract:

Signature:

Print Name:

APPENDIX F TO POLICY MEMORANDUM 122(R)
WRITTEN JUSTIFICATION TO CAO
PROFESSIONAL SERVICES AGREEMENT FOR \$15,000 OR LESS

From: Gregory Joseph **(Head of the User Entity)**

To: Chief Administrative Officer

Date: 11/01/2022

As per CAO Policy Memorandum 122(R), this Department is submitting the following:

Name of Vendor: Mercury LLC

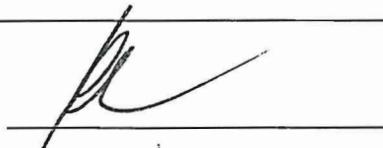
Brief Description of needed services:

Mercury will work with Mayor Cantrell's team on developing a comprehensive communication strategy to promote the current Administration's successes and reinforce the positive accomplishments of City departments for year 2022.

Mercury will create, produce and deliver highly targeted direct mail with clear messaging that builds public support and reinforces the messaging coming out of City Hall. The Communications team will work with Mercury to identify key wins, upcoming projects, and achievements the Administration has delivered to the people of New Orleans and provide design proofs for review and approval to print and mail according to targeted demographics, utilizing a City vendor.

Term of contract: 1 Year (12/09/2022 - 12/08/2023)

Amount of contract: \$15000.00

Signature: 

Print Name: Gilbert Moutaino

APPENDIX F TO POLICY MEMORANDUM 122(R)
WRITTEN JUSTIFICATION TO CAO
PROFESSIONAL SERVICES AGREEMENT FOR \$15,000 OR LESS

From: Gregory Joseph **(Head of the User Entity)**

To: **Chief Administrative Officer**

Date: 4/5/2023

As per CAO Policy Memorandum 122(R), this Department is submitting the following:

Name of Vendor: Mercury LLC

Brief Description of needed services:

Mercury will work with Mayor Cantrell's team on developing a comprehensive communication strategy to promote the current Administration's successes, and reinforce the positive accomplishments of city departments for year 2022.

Mercury will create, produce and deliver highly targeted direct mail with clear messaging that builds public support and reinforces the messaging coming out of City Hall. The communications team will work with Mercury to identify key wins, upcoming projects, and achievements the Administration has delivered to the people of New Orleans and provide design proofs for review and approval to print and mail according to targeted demographics, utilizing a City vendor.

Term of contract: 12/09/2022 - 12/31/2022

Amount of contract: \$15000.00

Signature: _____

Print Name: _____

APPENDIX F TO POLICY MEMORANDUM 122(R)
WRITTEN JUSTIFICATION TO CAO
PROFESSIONAL SERVICES AGREEMENT FOR \$15,000 OR LESS

From: Gregory Joseph **(Head of the User Entity)**

To: **Chief Administrative Officer**

Date: 4/5/2023

As per CAO Policy Memorandum 122(R), this Department is submitting the following:

Name of Vendor: Mercury LLC

Brief Description of needed services:

Mercury will work with Mayor Cantrell's team on developing a comprehensive communication strategy to promote the current Administration's successes, and reinforce the positive accomplishments of city departments for year 2023.

Mercury will create, produce and deliver highly targeted direct mail with clear messaging that builds public support and reinforces the messaging coming out of City Hall. The communications team will work with Mercury to identify key wins, upcoming projects, and achievements the Administration has delivered to the people of New Orleans and provide design proofs for review and approval to print and mail according to targeted demographics, utilizing a City vendor.

Term of contract: 01/01/2023 - 03/31/2023

Amount of contract: \$15000.00

Signature: _____

Print Name: _____

From: [Jake Dilemani \(Mercury\)](#)
To: [Gregory A Joseph](#)
Cc: [Caroline M Giepert](#)
Subject: RE: Mail Universe
Date: Monday, December 12, 2022 4:50:56 PM
Attachments: [image001.png](#)

EMAIL FROM EXTERNAL SENDER: DO NOT click links, or open attachments, if sender is unknown, or the message seems suspicious in any way. DO NOT provide your user ID or password. If you believe that this is a phishing attempt, use the reporting tool in your Outlook to send this message to Security.

Sorry, we should have made that more clear – the proposed universe does include voters of all ages so long as they fall into the voter history screen of having voted in at least 2 odd-year municipals since 2017. In the proposal we only included sample %s for demos of a critical mass.

Voters under the age of 35 within this voter screen only comprise approx. 9% of the universe.

Here's the full age breakdown within this universe:

Age Bracket	Voters	%
18-24	1959	2.38%
25-34	5727	6.96%
35-44	10648	12.93%
45-54	12572	15.27%
55-64	17567	21.34%
65-74	19934	24.21%
75+	13919	16.91%
	82327	100.00%

You'll notice a point or two difference here than in the proposal due to rounding across all categories. Once we cut a final file based on agreed upon parameters, we'll refresh the counts.

From: Gregory A Joseph <Gregory.Joseph@nola.gov>
Sent: Monday, December 12, 2022 5:21 PM
To: Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>
Cc: Caroline M Giepert <Caroline.Giepert@nola.gov>
Subject: Mail Universe

Jake:

How do we get voters under 35 into our mail universe? How many under 35 voters with the last two odd-year municipal election screen exist?

GJ

Gregory A. Joseph

Director of Communications

Office of Mayor LaToya Cantrell

City of New Orleans | 1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112

Gregory.Joseph@nola.gov 504.658.4924 (o) | 504.409.1492 (c) | 504.658.4938 (f)



City of New Orleans
Mayor LaToya Cantrell

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From: [Carolyn Riggs \(Mercury\)](#)
To: [Breayana S Bradley](#); [Jake Dilemani \(Mercury\)](#)
Cc: [Gregory A Joseph](#)
Subject: Re: Follow Up
Date: Tuesday, January 3, 2023 12:05:55 PM
Attachments: [Outlook-hyzkfege.png](#)

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Anytime tomorrow, Breayana, works for us.

From: Breayana S Bradley <Breayana.Bradley@nola.gov>
Date: Tuesday, January 3, 2023 at 1:04 PM
To: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>; Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>
Cc: Gregory A Joseph <Gregory.Joseph@nola.gov>
Subject: Re: Follow Up

Unfortunately, those times no longer work. Can we set up a call Tomorrow or Thursday afternoon?

Bree

From: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>
Sent: Tuesday, January 3, 2023 11:53 AM
To: Breayana S Bradley <Breayana.Bradley@nola.gov>; Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>
Cc: Gregory A Joseph <Gregory.Joseph@nola.gov>
Subject: Re: Follow Up

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Mercury is available ET 1-2pm, 3-4pm, or 5-6pm today.

.....
Mercury.

Carolyn Riggs

Vice President

200 Varick Street, Suite 600

New York, NY 10014

www.mercuryllc.com

From: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>

Sent: Tuesday, January 3, 2023 12:41:38 PM

To: Breayana S Bradley <Breayana.Bradley@nola.gov>; Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>

Cc: Gregory A Joseph <Gregory.Joseph@nola.gov>

Subject: Re: Follow Up

Hi Breayana, what times this afternoon/evening work best for you?

From: Breayana S Bradley <Breayana.Bradley@nola.gov>

Date: Tuesday, January 3, 2023 at 11:29 AM

To: Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>, Carolyn Riggs (Mercury) <criggs@mercuryllc.com>

Cc: Gregory A Joseph <Gregory.Joseph@nola.gov>

Subject: Re: Follow Up

Good Morning,

Can we set up a call today to discuss?

Breayana "Bree" Bradley

Communications Assistant

Office of Mayor LaToya Cantrell

City of New Orleans | 1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112

breayana.bradley@nola.gov | 504.658.4941 (o) | 504.645.2337 (c) | 504.658.4938 (f)



City of New Orleans
Mayor LaToya Cantrell

From: Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>

Sent: Tuesday, January 3, 2023 7:46 AM

To: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>; Mayor's Communications Team <communications@nola.gov>

Cc: Breayana S Bradley <Breayana.Bradley@nola.gov>; John Lawson <John.Lawson@nola.gov>

Subject: RE: Follow Up

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Re # 1 – we are getting the last form required today, I believe.

From: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>
Sent: Monday, January 2, 2023 1:02 PM
To: Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>; communications@nola.gov
Cc: Breayana.Bradley@nola.gov; John.Lawson@nola.gov
Subject: Re: Follow Up

Happy New Year to all! In addition to Jake's updated universe below, I have attached the updated Mail Plan and the first draft of Mailer 1 "Intro". Please let us know what you think in terms of design, format, and content.

We need 5 things from you to move forward:

1. Executed contract.
2. Confirmation on the revised mail universe so we can purchase the mail file (see Jake's email below.)
3. Contact information for preferred printer – Name, Phone, Email
4. Understanding the review process and timeline. How many hours/days do you need to proof/provide edits to a mailer? For the first couple of pieces, this process will need to be expedited so we can get ahead of the remaining plan.
5. Clarification on what topics/messaging to be directed at what sub-universes. For example, if we mail WOMEN, what do you want to talk about (historic nature of election, leadership, what else?)

Please let us know a good date/time to reconnect with you this week.

Best,
Carolyn

From: Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>
Date: Thursday, December 29, 2022 at 7:23 PM
To: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>, communications@nola.gov <communications@nola.gov>
Cc: Breayana.Bradley@nola.gov <Breayana.Bradley@nola.gov>, John.Lawson@nola.gov <John.Lawson@nola.gov>
Subject: RE: Follow Up

Thanks, Carolyn.

We have revised the universe to expand it, including all voters who have voted in at least 1 non-

presidential election since/including 2017. This yields 154,709 voters in 106,897 households.

Here are the demo breakdowns within this universe:

18 to 29 (Age Range Based on Birth Year)	16575	11%
30 to 39 (Age Range Based on Birth Year)	27490	18%
40 to 49 (Age Range Based on Birth Year)	24663	16%
50 to 64 (Age Range Based on Birth Year)	39718	26%
65 and over (Age Range Based on Birth Year)	46263	30%
Total	154709	100%
East and South Asian (Broad Ethnic Groupings)	2648	2%
Caucasian (Broad Ethnic Groupings)	49418	32%
Hispanic and Portuguese (Broad Ethnic Groupings)	5036	3%
Likely African-American (Broad Ethnic Groupings)	87073	56%
Other (Broad Ethnic Groupings)	1589	1%
Unknown (Broad Ethnic Groupings)	8945	6%
Total	154709	100%
F (Gender)	89808	58%
M (Gender)	64899	42%
Total	154709	100%

If you want us to expand the screen even further, we would set it to voted in just 1 of any recent election, including the presidential election.

We will need to purchase the final file we select.

From: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>
Sent: Thursday, December 29, 2022 2:34 PM
To: communications@nola.gov; Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>
Cc: Breayana.Bradley@nola.gov; John.Lawson@nola.gov
Subject: Follow Up

Hello Gregory, thanks for the great conversation on Tuesday. I wanted to follow up on a couple of things to keep us moving forward.

Mercury To Do's

1. We are working on pulling updated target universes based on our conversation and will share shortly for your review.
2. We are revising the mail plan (10-11 pieces) and will share an updated timeline and topics with you to review.
3. We are also working on the first mail piece and will send the copy for your initial review shortly before we send it to our designer.

City To Do's

4. Jake/Gregory should touch base on where the contract is at in the process.
5. Waiting on contact information for your printer. Contact name, business name, phone, and email would be great. If you don't have a "go-to" then one you'd recommend would be great.
6. If your team has any additional photos that you think showcase the Mayor's "strong leadership", please share.

Let Jake or myself know if you have any questions on these. I'm available by phone at 970-275-9100 or email.

Best,
Carolyn

.....
Mercury.

Carolyn Riggs
Vice President
200 Varick Street, Suite 600
New York, NY 10014
www.mercurylc.com

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From: [Gregory A Joseph](#)
To: [Breayana S Bradley](#); [Carolyn Riggs \(Mercury\)](#); [Lesley E Thomas](#); [Raven Frederick](#); [Jake Dilemani \(Mercury\)](#)
Cc: [Caroline M Giepert](#)
Subject: Re: FOR REVIEW: Mailer 1 & updated Mail Plan
Date: Monday, January 9, 2023 9:52:08 AM
Attachments: [image002.png](#)
[image003.png](#)
[Outlook-reegh4hr.png](#)

We can omit: Communications Office from the return address.

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From: Breayana S Bradley <Breayana.Bradley@nola.gov>
Sent: Monday, January 9, 2023 9:04:32 AM
To: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>; Lesley E Thomas <Lesley.Thomas@nola.gov>; Raven Frederick <Raven.Frederick@nola.gov>; Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>
Cc: Caroline M Giepert <Caroline.Giepert@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>
Subject: Re: FOR REVIEW: Mailer 1 & updated Mail Plan

Please see below for return mailing address:

Office of Mayor LaToya Cantrell
Communications Office
1300 Perdido Street Suite 2E04
New Orleans, LA 70112

Best,

Breayana "Bree" Bradley
Communications Assistant
Office of Mayor LaToya Cantrell
City of New Orleans | 1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112
breayana.bradley@nola.gov | 504.658.4941 (o) | 504.645.2337 (c) | 504.658.4938 (f)



City of New Orleans

Mayor LaToya Cantrell

From: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>
Sent: Monday, January 9, 2023 8:55 AM
To: Lesley E Thomas <Lesley.Thomas@nola.gov>; Raven Frederick <Raven.Frederick@nola.gov>; Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>; Breayana S Bradley <Breayana.Bradley@nola.gov>

Cc: Caroline M Giepert <Caroline.Giepert@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>
Subject: Re: FOR REVIEW: Mailer 1 & updated Mail Plan

EMAIL FROM EXTERNAL SENDER: DO NOT click links, or open attachments, if sender is unknown, or the message seems suspicious in any way. DO NOT provide your user ID or password. If you believe that this is a phishing attempt, use the reporting tool in your Outlook to send this message to Security.

Good morning, can someone please provide the preferred return mailing address for these mailers ASAP? Thank you!

Carolyn

From: Lesley E Thomas <Lesley.Thomas@nola.gov>
Date: Friday, January 6, 2023 at 2:39 PM
To: Raven Frederick <Raven.Frederick@nola.gov>, Carolyn Riggs (Mercury) <criggs@mercuryllc.com>, Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>
Cc: Caroline M Giepert <Caroline.Giepert@nola.gov>, Gregory A Joseph <Gregory.Joseph@nola.gov>
Subject: RE: FOR REVIEW: Mailer 1 & updated Mail Plan

Thanks,

From: Raven Frederick <Raven.Frederick@nola.gov>
Sent: Friday, January 6, 2023 1:25 PM
To: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>; Lesley E Thomas <Lesley.Thomas@nola.gov>; Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>
Cc: Caroline M Giepert <Caroline.Giepert@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>
Subject: Re: FOR REVIEW: Mailer 1 & updated Mail Plan

Raven Frederick
Director of Digital and Social Media
Office of Mayor LaToya Cantrell
1300 Perdido Street | Ste. 2E04 | New Orleans, LA 70112
504.255.7386 (c) | 504.658.4930 (o)
raven.frederick@nola.gov



City of New Orleans
Mayor LaToya Cantrell

From: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>

Sent: Friday, January 6, 2023 12:58 PM
To: Lesley E Thomas <Lesley.Thomas@nola.gov>; Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>
Cc: Caroline M Giepert <Caroline.Giepert@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>; Raven Frederick <Raven.Frederick@nola.gov>
Subject: Re: FOR REVIEW: Mailer 1 & updated Mail Plan

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Hello all, please find updated Mailer #1 attached for your final review and approval. We'll update this with the high res City Seal once received.

Do we need to add a disclaimer to these mail pieces? Ie, "Paid for by the City of New Orleans"? In most cases this answer is "no", but we'd like to ensure you are in compliance.

Also, we will need a RETURN ADDRESS to add to these pieces. Please provide a suitable address to add to the postage panel.

Thanks!
Carolyn

From: Lesley E Thomas <Lesley.Thomas@nola.gov>
Date: Friday, January 6, 2023 at 1:25 PM
To: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>, Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>
Cc: Caroline M Giepert <Caroline.Giepert@nola.gov>, Gregory A Joseph <Gregory.Joseph@nola.gov>, Raven Frederick <Raven.Frederick@nola.gov>
Subject: RE: FOR REVIEW: Mailer 1 & updated Mail Plan

Raven, can you provide the high-resolution City Seal for the mailers?

Lesley E. Thomas
Deputy Director of Communications
Office of Mayor LaToya Cantrell
City of New Orleans | 1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112
Lesley.Thomas@nola.gov | 504.658.4951 (o) | 504.758.2916 (c) | 504.658.4938 (f)



City of New Orleans
Mayor LaToya Cantrell

From: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>
Sent: Friday, January 6, 2023 11:43 AM
To: Lesley E Thomas <Lesley.Thomas@nola.gov>; Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>
Cc: Caroline M Giepert <Caroline.Giepert@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>
Subject: Re: FOR REVIEW: Mailer 1 & updated Mail Plan

EMAIL FROM EXTERNAL SENDER: DO NOT click links, or open attachments, if sender is unknown, or the message seems suspicious in any way. DO NOT provide your user ID or password. If you believe that this is a phishing attempt, use the reporting tool in your Outlook to send this message to Security.

Thanks, Lesley. Your edits have been incorporated. Will send updated piece shortly. If you have a high res version of the City seal, we'd like to add it to all the mail pieces, please send as soon as you are able.

Best,
Carolyn

From: Lesley E Thomas <Lesley.Thomas@nola.gov>
Date: Thursday, January 5, 2023 at 3:36 PM
To: Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>, Carolyn Riggs (Mercury) <criggs@mercuryllc.com>
Cc: Caroline M Giepert <Caroline.Giepert@nola.gov>, Gregory A Joseph <Gregory.Joseph@nola.gov>
Subject: RE: FOR REVIEW: Mailer 1 & updated Mail Plan

Perfect..... if I think of more on the sub-universe piece I'll send over.

Thanks!

Lesley E. Thomas
Deputy Director of Communications
Office of Mayor LaToya Cantrell
City of New Orleans | 1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112
Lesley.Thomas@nola.gov | 504.658.4951 (o) | 504.758.2916 (c) | 504.658.4938 (f)



City of New Orleans
Mayor LaToya Cantrell

From: Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>
Sent: Thursday, January 5, 2023 2:35 PM
To: Lesley E Thomas <Lesley.Thomas@nola.gov>; Carolyn Riggs (Mercury) <criggs@mercuryllc.com>
Cc: Caroline M Giepert <Caroline.Giepert@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>
Subject: RE: FOR REVIEW: Mailer 1 & updated Mail Plan

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Carolyn will be in touch on the items below.
I agree re your sub-universe comment.
I will contact the printer to start the process w/ him.
Thanks.

From: Lesley E Thomas <Lesley.Thomas@nola.gov>
Sent: Thursday, January 5, 2023 3:27 PM
To: Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>; Carolyn Riggs (Mercury) <criggs@mercuryllc.com>
Cc: Caroline M Giepert <Caroline.Giepert@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>
Subject: RE: FOR REVIEW: Mailer 1 & updated Mail Plan

Hi Team, here is the preferred printer for the mailers:

Steve Usner
MPress
4100 Howard Avenue
New Orleans, LA 70125
504.237.6355 direct
www.mpressnow.com
susner@mpressnow.net

The revised mail universe looks good. However, can we shift the Amnesty mailer to 1/30 and move Economic Development up to 1/26? We are still waiting on some numbers for this update.

Here are some edits for the first mailer:

"6,000 potholes **on** nearly 400 city blocks"
"Removed **2,735** guns" - this is the final total for 2022
"**welcomed** **66** new graduates of the Fire Academy"

Suggested reformatting for the film and Cultural Economy bullets:

- As the 4th largest major film production hub in the country, film production companies

spent \$884 million this year, supporting our local workforce and economy.

- The New Orleans Tourism and Cultural Fund awarded \$5.5M in grants to our culture-bearers in addition to, granted \$1.7M to arts & and cultural organizations, and forged over 70 partnerships forged through initiatives, grants, and programming this year alone to keep our arts and culture thriving.

As far as proofing, we can definitely provide edits within a 24-hour period as we know the turnaround time is crucial to sticking to the timeline. If there are instances in which we miss that deadline, please feel free to nudge use for a response.

Related to what topics/messaging to be directed at what sub-universes, my thought is that everyone that we are targeting would benefit from getting each of the mailers. However, as a woman I would be interested in getting the mailers on the nature of the election, crime, infrastructure, economic development, and any quality-of-life issues.

I hope this was helpful.

Lesley E. Thomas

Deputy Director of Communications

Office of Mayor LaToya Cantrell

City of New Orleans | 1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112

Lesley.Thomas@nola.gov | 504.658.4951 (o) | 504.758.2916 (c) | 504.658.4938 (f)



City of New Orleans
Mayor LaToya Cantrell

From: Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>

Sent: Thursday, January 5, 2023 10:54 AM

To: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>; Gregory A Joseph <Gregory.Joseph@nola.gov>; Breayana S Bradley <Breayana.Bradley@nola.gov>; Mayor's Communications Team <communications@nola.gov>

Subject: RE: FOR REVIEW: Mailer 1 & updated Mail Plan

EMAIL FROM EXTERNAL SENDER: DO NOT click links, or open attachments, if sender is unknown, or the message seems suspicious in any way. DO NOT provide your user ID or password. If you believe that this is a phishing attempt, use the reporting tool in your Outlook to send this message to Security.

Thanks, Carolyn.

For the team – this first mailer draft is a trifold, so:

- Top panel, left-right is: back of inside right panel; back of entire mailer; front of entire mailer
- Bottom panel, left-right is: left, center, and right inside panels

From: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>

Sent: Thursday, January 5, 2023 11:52 AM

To: Gregory A Joseph <Gregory.Joseph@nola.gov>; Breayana.Bradley@nola.gov; communications@nola.gov; Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>

Subject: FOR REVIEW: Mailer 1 & updated Mail Plan

I have attached the updated Mail Plan and the first draft of Mailer 1 “Intro”. Please let us know what you think in terms of design, format, and content.

We need 4 things from you to move forward:

1. Confirmation on the revised mail universe so we can purchase the mail file (updated mail plan attached WORD document)
2. Contact information for preferred printer – Name, Phone, Email
3. Understanding the review process and timeline. How many hours/days do you need to proof/provide edits to a mailer? For the first couple of pieces, this process will need to be expedited so we can get ahead of the remaining plan.
4. Clarification on what topics/messaging to be directed at what sub-universes. For example, if we mail WOMEN, what do you want to talk about (historic nature of election, leadership, what else?)

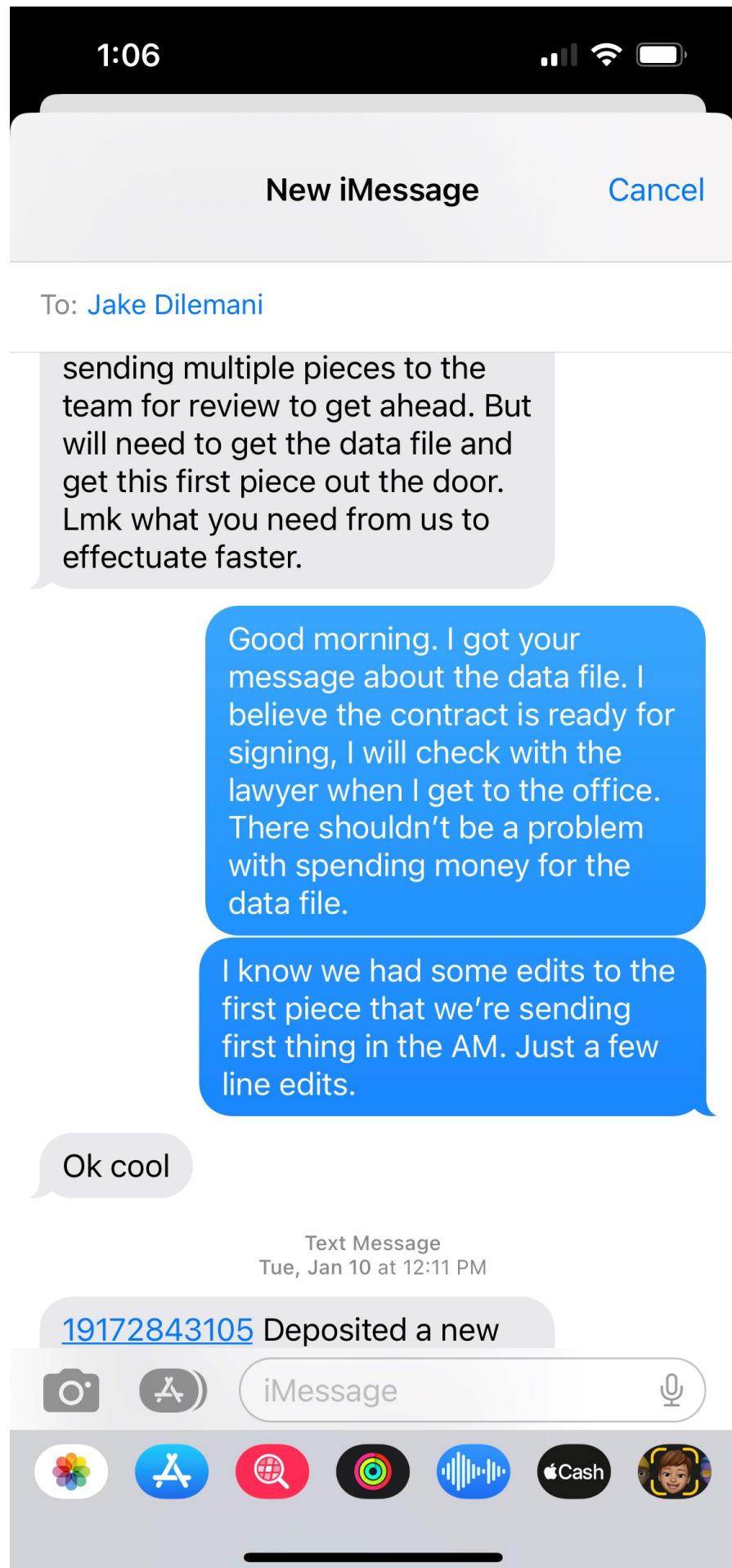
Please let us know a good date/time to reconnect with you this week.

Best,
Carolyn

Mercury.

Carolyn Riggs
Vice President
200 Varick Street, Suite 600
New York, NY 10014
www.mercuryllc.com

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The timeframe for the mailer campaign was tied directly to the recall period.

The Office of Communications intended for the mailer campaign to continue up until the end of the recall period.

- Exhibit A(1), Written Justifications for Mercury Contract from Gregory Joseph dated 1/18/2022:
Term of contract: 12/09/2022 to 02/22/2023¹

The intended drop date for the final mailer coincided with the end of the recall period.

- Exhibit B(1), 12/9/22 Direct Mail Services Proposal from Mercury.
Sample Program slide sets final mailer date as 2/16/2023.
- Exhibit B(2), p. 83 of CNO Emails, 1/9/23.
Email from Jake Dilemani (Partner, Mercury) to Breayana Bradley, Carolyn Riggs (Vice President, Mercury), and CC Gregory Joseph, Lesley Thomas, Raven Frederick, and Caroline Giepert:
There is a 1-3 day window, generally, for mail to then be delivered into homes (this is why we have the last drop date at the moment as 2/16 and not later).

Although multiple revisions were made to mailer campaign schedule, the final mailer date remained immediately before the end of the recall period.

- Exhibit B(3).
Email from Jake Dilemani (Partner, Mercury) to Steve Usner (MPress), 1/10/23, providing preliminary schedule with final mailer date of 2/16/23.
- Exhibit B(4).
Email from Jake Dilemani (Partner, Mercury) to Steve Usner (MPress), 1/19/23, providing revised schedule with final mailer date of 2/16/23.
- Exhibit B(5), p. 584 of CNO Emails, 1/30/23.
Email from Jake Dilemani (Partner, Mercury) to Gregory Joseph, Lesley Thomas, Breayana Bradley, CC Carolyn Riggs (Vice President, Mercury), providing new schedule with final mailer date of 2/16/23.

Five days after the recall period ended, Jake Dilemani left Gregory Joseph a voicemail acknowledging that time restrictions for the mailer campaign were no longer relevant.

¹The recall effort ended on 2/22/2023.

- Exhibit B(6), Voice message from Jake Dilemani (Partner, Mercury) to Gregory Joseph, 2/27/23.

Okay. Hey, it's jake, it's about uh 11 a.m. Your time. If you are, in fact, in New Orleans, uh I just wanted to follow up on the mail program, see where you guys are at? Um we still have a few pieces to move. **I know that the time restrictions no longer um relevant here, so I know they're not time sensitive**, but I wanna make sure that you're getting from us what you need. Uh So just give me a shout whenever you get a moment. Thanks. *(Emphasis added)*



City of New Orleans

Direct Mail Services Proposal

December 9, 2022

Overview

Mercury has the experience and expertise to successfully provide strategic guidance on a constituent outreach communications program. Our communications and campaign experts have a winning track record that includes work on behalf of municipalities, non-partisan advocacy groups, political party committees, and PACs promoting voter turnout and citizen engagement among other successful endeavors. Our team is prepared for and excited by the opportunity to work with Mayor LaToya Cantrell and her team.

Mercury will work with Mayor Cantrell's team on developing a comprehensive communication strategy to promote the current administration's successes and reinforce the positive, citizen-first directive voters gave the administration upon election.

Mercury's approach to public affairs and constituent service campaigns is comprehensive and tactic-neutral. That is, the tactics we use to fulfill our strategy on behalf of our clients are reflective of what it takes to win rather than a preconceived notion of what we think we should do.

Mercury is recommending a direct mail campaign that establishes the Mayor as a credible leader who is dedicated to the city and its future success. We will work to develop an overall message within a strategic timeframe and effectively weave it through your team's complementary paid and earned communications.

Direct Mail Capabilities



Mercury will create, produce and deliver highly targeted direct mail with crisp designs and clear messaging that builds public support and reinforces the messaging coming out of City Hall. Our in-house direct mail team is accustomed to managing print and mail programs from start to finish and meeting rapid deadlines on time.

Our strength is in prioritizing the most persuasive messages, identifying the most influential audiences and timing communications correctly to maximize impact and frequency, all while minimizing cost. It is an efficient and effective tool to reach your constituents and to deliver a concise and consistent message.

For a robust, effective mail program, we recommend a 10-13 flight program. It is likely that this effort will communicate both broadly to a larger audience as well as micro-target smaller universes, giving us the opportunity to tailor specific messaging to these targeted audiences.

3

Our Process



From start to finish, Mercury will work with your communications team to identify key messaging and narratives to be communicated to constituents through a direct mail program. We'll help your team identify key wins, upcoming projects, and achievements the Administration has delivered for the people of New Orleans and design eye-catching visual themes to brand the effort, creating consistency and reinforcing your message.

Narrative Creation: Mercury will write and design all direct mail pieces and print materials, advise on target universes and audience segmentation, and work with your local printer in accordance with an agreed timeline to meet your goals.

4

Universes & Audience Segmentation

For our Main Universe, we recommend a preliminary voter screen of all voters who've voted in at least two odd-year municipal elections since and including 2017. This gives us a preliminary universe of 82,327 voters in 65,288 unique households. The demographics of this universe include:

- 59% Female / 41% Male
- 56% African American, 38% Caucasian
- 38% age 65+, 20% age 55-64, 25% age 35-54

We recommend a combination of citywide flights and geographic sub-universe flights to showcase neighborhood-specific accomplishments. After consultation with your team, should it be necessary to further segment universes, we have the ability to refine the targeting based upon a host of demographic considerations, including race, ethnicity, age, and gender.

Lastly, the Main Universe identified above is a starting point. We would discuss this with your team to ascertain the most strategically beneficial audience.

Preliminary Universe

82,327 voters

65,288 households



5

Sample Program

MONTH	WEEK #	DROP DATES	FLIGHT	UNIVERSE
DECEMBER	1	12/28/22	1	MAIN
JANUARY	2	1/4/23	2	MAIN
JANUARY	3	1/11/23	3	MAIN AND/OR SUB-UNIVERSE(S)
JANUARY	4	1/18/23	4	MAIN
JANUARY	5	1/23/23 1/26/23	5 6	SUB-UNIVERSE(S) MAIN
JANUARY/FEBRUARY	6	1/30/23 2/2/23	7 8	SUB-UNIVERSE(S) MAIN
FEBRUARY	7	2/6/23 2/9/23	9 10	SUB-UNIVERSE(S) MAIN
FEBRUARY	8	2/13/23 2/16/23	11 12	SUB-UNIVERSE(S) MAIN

6

SHOW UP TURN OUT

Case Study 1

Show Up Turn Out – Helping Elect NYC Mayor Eric Adams

Leaders from the National Action Network, National Urban League, and NAACP chose Mercury to design and execute a voter education and mobilization program targeting 123,202 low-propensity Black voters in New York City for the 2021 Primary Elections to help elect Mayor Eric Adams.

Converting these voters into local primary voters would be key to empowering their communities in local and citywide elections. Through a combination of direct mail, absentee ballot chase programs, live phone calls, text messages, radio and television advertising, digital ads, and digital influencers, we conveyed the importance of voting through the narrative of "if you want the city you deserve, you must show up and turn out" across multiple issue themes.

Mercury's program achieved incredible results. This program took voters with zero history of voting in local primary elections and converted 44.6% of them. This level of success had heretofore been unheard of until this effort, and it was the first of its kind within the City of New York. The addition of 55,006 new voters significantly contributed to 2021's highest primary turnout in recent history and undeniably impacted the outcome of the mayoral contest and nearly a dozen city council races.



7

Case Study 2

Voters of Color – Helping Elect NYC Mayor Eric Adams

In addition to Show Up, Turn Out, Mercury also worked with the NAACP, Asian American Federation, and the Hispanic Federation to increase turnout among Black, Asian, and Hispanic New Yorkers in the June 2021 Primary election. Our charge was to boost turnout among these demographic cohorts in what was shaping up to be a very consequential election as the city, along with the world, began looking to life after COVID and the serious challenges ahead.

Mercury designed a likely voter model that targeted voters who had a history of voting in primary elections but were not considered top "primes." We communicated with our target audiences the importance of voting, mainly by highlighting the critical issues of concern to the respective communities.

Mercury's program achieved significant and measurable results showing a boost in turnout among our target voters:

- Black target voters in this program turned out at a 3.87% higher rate than Black primes not within our program.
- Among Asian American target voters, turnout increased by 88% between 2013 (the last competitive mayoral primary election) and 2021, a huge jump compared to the rest of the electorate.
- Among Hispanic target voters, turnout increased by 34% from 2013 to 2021.



8

Case Study 3

City of Albany

Mercury is working with the City of Albany to design and implement a digital and print advertising campaign to aide in the City's employee recruitment and retention efforts. In order to increase publicity around the benefits of living and working in Albany, we are building an audience among journalists, influencers and the general public. We are doing this through three key objectives:

- Create and implement a digital and print advertising campaign that highlights the benefits of living and working in the City of Albany;
- Engage key public and private sector stakeholders in Albany to talk about why the city is a great place to live, work, play, raise a family and retire;
- Engage the press to create a positive public perception of the City for future growth and to position it as the place to be; and
- Use the positive press and goodwill generated by the City to assist in the subsequent implementation of a *Join Albany* recruitment campaign



9

Case Study 4

National Black Empowerment Council

Mercury partnered with the National Black Empowerment Council in developing a voter education and mobilization campaign focused on engaging the African American communities in key Michigan congressional districts.

Our objective was to increase turnout among previously disenfranchised and unlikely voting blocks in the Detroit Metro Area.

Our messaging was framed around key issues and voter education including early voting, vote by mail, and election day turnout. Mercury produced five individual flights that featured "Why We Vote", Public Safety, Early Voting, Healthcare/Rx Drug costs, and GOTV messaging.

Mercury's program increased turnout among our targeted voters by 12% from the 2020 primary election and 33% from the 2018 primary election.



EMPOWER THE NEXT GENERATION OF LEADERS

Innovators and Entrepreneurs Get Their Start in Communities Like Ours, Let's Lift Them Up



Investing in our children's education is the first step to empowering the next generation.



Creating safe places for community members to innovate, test, and create.



Providing resources to small business owners to grow and expand their services and products.

WE CAN SUPPORT THE NEXT GENERATION RIGHT HERE IN OUR COMMUNITY, BUT WE MUST SHOW UP AND TURN OUT ON AUGUST 2.

10

Budget

For the purposes of a sample budget, the sample program provided within this proposal allows for a robust level of audience saturation and message penetration.

This sample program and budget, however, does not indicate that we cannot achieve meaningful results at reduced budget tiers.

Proposed Budget	
SERVICE	TOTAL
Creative Design and Pre-Press Fee (per flight, includes 3 rounds of <u>material</u> edits per flight, \$250 per additional material edit round)	\$2,500.00 Per Flight/ \$30,000 Total
Consulting Fee (one time fee for voter file analysis, universe segmentation, ongoing program strategic guidance)	\$5,000.00
TOTAL BUDGET	\$35,000.00

11

TEAM MERCURY



Jake Dilemani, Partner

Jake Dilemani is a Partner at Mercury with an extensive background in campaign management and public affairs. Jake has effectively blended research, message development, statistical analysis, media relations, and advocacy to achieve success for a variety of clients. Jake leads political consulting, public affairs, and government relations projects and represents a diverse clientele, including political and advocacy campaigns, national non-profit organizations and trade associations, Fortune 500 companies, and leading political figures.



Morgan Webster, Senior Associate

Morgan is a Senior Associate at Mercury's New York City office where she provides strategic counsel to a wide variety of interests and supports the government relations and public affairs team. Before joining Mercury, Morgan was the Director of Marketing and Business Development at a Financial Technology Firm. Additionally, she worked for Governor Phil Murphy, Congressman Donald Payne, and Assemblywoman Pamela Hunter.



Carolyn Riggs, Vice President

Carolyn Riggs is a Vice President at Mercury. Her deep experience in campaign management in both the political and nonprofit sectors has prepared her to tackle any challenge as a proven analytical and collaborative problem solver. Carolyn has extensive experience in developing strategies and deploying tactics to connect private-public-philanthropic stakeholders to work toward a common good. Over the last decade, Carolyn has developed direct voter outreach communications strategies through targeted canvassing, earned media, and digital campaigns in Colorado, California, and New York.



Ramon Contreras, Associate

Ramon Contreras is an Associate in Mercury's New York City Office, where he specializes in grassroots coalition building, government relations, strategic communications, and public affairs. He co-founded Youth Over Guns and has worked with March for Our Lives as a National Field Strategist.

12

Thank you.

Jake Dilemani
jdilemani@mercuryllc.com

212-681-1380

200 Varick Street
Suite 600
New York, NY

mercuryllc.com

From: Carolyn Riggs (Mercury)
To: Gregory A Joseph; Jake Dilemani (Mercury); Lesley E Thomas; Caroline M Giepert; Breayana S Bradley
Cc: Raven Frederick
Subject: Re: Mailer 1 - Final Proof
Date: Wednesday, January 11, 2023 2:25:59 PM
Attachments: [image001.png](#)
[NOLA_MAILER1-G2-PR.pdf](#)

EMAIL FROM EXTERNAL SENDER: DO NOT click links, or open attachments, if sender is unknown, or the message seems suspicious in any way. DO NOT provide your user ID or password. If you believe that this is a phishing attempt, use the reporting tool in your Outlook to send this message to Security.

Confirming Mailer 1 is approved. I've re-attached it here. This incorporated all your final edits.

From: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>
Date: Tuesday, January 10, 2023 at 4:34 PM
To: Gregory A Joseph <Gregory.Joseph@nola.gov>, Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>, Lesley E Thomas <Lesley.Thomas@nola.gov>, Caroline M Giepert <Caroline.Giepert@nola.gov>, Breayana S Bradley <Breayana.Bradley@nola.gov>
Cc: Raven Frederick <Raven.Frederick@nola.gov>
Subject: Mailer 1 - Final Proof

All good. Thanks for checking. Please find revised final attached for final proof and approval.

From: Gregory A Joseph <Gregory.Joseph@nola.gov>
Date: Tuesday, January 10, 2023 at 4:17 PM
To: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>, Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>, Lesley E Thomas <Lesley.Thomas@nola.gov>, Caroline M Giepert <Caroline.Giepert@nola.gov>, Breayana S Bradley <Breayana.Bradley@nola.gov>
Cc: Raven Frederick <Raven.Frederick@nola.gov>
Subject: RE: REV USPS Drop Schedule

Carolyn:

Unfortunately, the attached are the only high res versions of the Mayor's logo we possess.

Sorry, Gregory

Gregory A. Joseph

Director of Communications

Office of Mayor LaToya Cantrell

City of New Orleans | 1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112

Gregory.Joseph@nola.gov | 504.658.4924 (o) | 504.409.1492 (c) | 504.658.4938 (f)



City of New Orleans
Mayor LaToya Cantrell

From: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>

Sent: Tuesday, January 10, 2023 2:55 PM

To: Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>; Gregory A Joseph <Gregory.Joseph@nola.gov>; Lesley E Thomas <Lesley.Thomas@nola.gov>; Caroline M Giepert <Caroline.Giepert@nola.gov>; Breayana S Bradley <Breayana.Bradley@nola.gov>

Cc: Raven Frederick <Raven.Frederick@nola.gov>

Subject: Re: REV USPS Drop Schedule

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Breayana and team, any chance you have a higher res version of the Mayor's logo? The jpg image you sent isn't high enough to print well.

From: Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>

Date: Tuesday, January 10, 2023 at 2:48 PM

To: Gregory A Joseph <Gregory.Joseph@nola.gov>, Lesley E Thomas <Lesley.Thomas@nola.gov>, Caroline M Giepert <Caroline.Giepert@nola.gov>, Carolyn Riggs (Mercury) <criggs@mercuryllc.com>, Breayana S Bradley <Breayana.Bradley@nola.gov>

Cc: Raven Frederick <Raven.Frederick@nola.gov>

Subject: RE: REV USPS Drop Schedule

Got it, thanks.

From: Gregory A Joseph <Gregory.Joseph@nola.gov>

Sent: Tuesday, January 10, 2023 2:48 PM

To: Lesley E Thomas <Lesley.Thomas@nola.gov>; Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>; Caroline M Giepert <Caroline.Giepert@nola.gov>; Carolyn Riggs (Mercury) <criggs@mercuryllc.com>; Breayana S Bradley <Breayana.Bradley@nola.gov>

Cc: Raven Frederick <Raven.Frederick@nola.gov>

Subject: Re: REV USPS Drop Schedule

That's it. We're good.

Get [Outlook for iOS](#)

From: Lesley E Thomas <Lesley.Thomas@nola.gov>

Sent: Tuesday, January 10, 2023 1:40:28 PM

To: Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>; Caroline M Giepert <Caroline.Giepert@nola.gov>; Carolyn Riggs (Mercury) <criggs@mercuryllc.com>; Gregory A Joseph <Gregory.Joseph@nola.gov>; Breayana S Bradley <Breayana.Bradley@nola.gov>

Cc: Raven Frederick <Raven.Frederick@nola.gov>

Subject: Re: REV USPS Drop Schedule

Great catch!

Lesley E. Thomas
Deputy Director

Exhibit B2

Mayor's Office of Communications
lesley.thomas@nola.gov
(504) 758-2916

From: Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>
Sent: Tuesday, January 10, 2023 1:38:32 PM
To: Caroline M Giepert <Caroline.Giepert@nola.gov>; Carolyn Riggs (Mercury) <criggs@mercuryllc.com>; Gregory A Joseph <Gregory.Joseph@nola.gov>; Breayana S Bradley <Breayana.Bradley@nola.gov>
Cc: Lesley E Thomas <Lesley.Thomas@nola.gov>; Raven Frederick <Raven.Frederick@nola.gov>
Subject: RE: REV USPS Drop Schedule

EMAIL FROM EXTERNAL SENDER: DO NOT click links, or open attachments, if sender is unknown, or the message seems suspicious in any way. DO NOT provide your user ID or password. If you believe that this is a phishing attempt, use the reporting tool in your Outlook to send this message to Security.

We will make these changes, but want to make sure there are no others before doing so. Also, everything gets a final proof before printing. Anything else for this round?

From: Caroline M Giepert <Caroline.Giepert@nola.gov>
Sent: Tuesday, January 10, 2023 2:37 PM
To: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>; Gregory A Joseph <Gregory.Joseph@nola.gov>; Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>; Breayana S Bradley <Breayana.Bradley@nola.gov>
Cc: Lesley E Thomas <Lesley.Thomas@nola.gov>; Raven Frederick <Raven.Frederick@nola.gov>
Subject: Re: REV USPS Drop Schedule

On the front page first column, please remove the email icon since there is no email address to provide. The website can just be listed as "www.nola.gov" and the phone number is 504-658-4900. Please take the other numbers and info about 311 off. Please add the suite number to the address on the bottom of this column.

Caroline M. Giepert

Communications Project Manager
Office of Mayor LaToya Cantrell
City of New Orleans | 1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112
caroline.giepert@nola.gov
504-658-4949 (O) 504-385-6429 (C)



City of New Orleans
Mayor LaToya Cantrell

From: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>
Sent: Tuesday, January 10, 2023 1:01 PM
To: Caroline M Giepert <Caroline.Giepert@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>; Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>; Breayana S Bradley <Breayana.Bradley@nola.gov>
Cc: Lesley E Thomas <Lesley.Thomas@nola.gov>; Raven Frederick <Raven.Frederick@nola.gov>

Subject: Re: REV USPS Drop Schedule

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Here is updated version of Mailer 1. For approval. Greg, let us know ASAP if this is good to send to printer. Thank you!

From: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>

Date: Tuesday, January 10, 2023 at 10:27 AM

To: Caroline M Giepert <Caroline.Giepert@nola.gov>, Gregory A Joseph <Gregory.Joseph@nola.gov>, Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>, Breayana S Bradley <Breayana.Bradley@nola.gov>

Cc: Lesley E Thomas <Lesley.Thomas@nola.gov>, Raven Frederick <Raven.Frederick@nola.gov>

Subject: Re: REV USPS Drop Schedule

Received. Thank you.

From: Caroline M Giepert <Caroline.Giepert@nola.gov>

Date: Tuesday, January 10, 2023 at 10:17 AM

To: Gregory A Joseph <Gregory.Joseph@nola.gov>, Carolyn Riggs (Mercury) <criggs@mercuryllc.com>, Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>, Breayana S Bradley <Breayana.Bradley@nola.gov>

Cc: Lesley E Thomas <Lesley.Thomas@nola.gov>, Raven Frederick <Raven.Frederick@nola.gov>

Subject: Re: REV USPS Drop Schedule

We're changing every "this year" to "last year." We want to rearrange the third column as follows, with edits to the wording too:

CREATING A RESILIENT ECONOMY

Mayor Cantrell and the Office of Cultural Economy granted \$1.7M to arts and cultural organizations and forged over 70 partnerships through initiatives, grants, and programming last year to keep our arts and culture thriving

As the 4th largest major film production hub in the country, film production companies spent \$884 million last year, supporting our local workforce and economy

The New Orleans Tourism and Cultural Fund awarded \$5.5M in grants to our culture-bearers

The Office of Cultural Economy invested nearly \$1M in resources to support cultural events that generated an economic boost greater than pre-pandemic levels

JOB1 placed over 1,000 job seekers in employment with 172 new employers and the Mayor's 2022 Summer Youth Employment Program kept 506 youth busy serving their own community

Caroline M. Giepert

Communications Project Manager
Office of Mayor LaToya Cantrell
City of New Orleans | 1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112
caroline.giepert@nola.gov
504-658-4949 (O) 504-385-6429 (C)



City of New Orleans

Mayor LaToya Cantrell

From: Gregory A Joseph <Gregory.Joseph@nola.gov>
Sent: Monday, January 9, 2023 5:11 PM
To: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>; Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>; Breayana S Bradley <Breayana.Bradley@nola.gov>
Cc: Lesley E Thomas <Lesley.Thomas@nola.gov>; Raven Frederick <Raven.Frederick@nola.gov>; Caroline M Giepert <Caroline.Giepert@nola.gov>
Subject: RE: REV USPS Drop Schedule

Carolyn:
We will have edits for you first thing in the AM.
Thanks: Gregory

Gregory A. Joseph
Director of Communications
Office of Mayor LaToya Cantrell
City of New Orleans | 1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112
Gregory.Joseph@nola.gov 504.658.4924 (o) | 504.409.1492 (c) | 504.658.4938 (f)



City of New Orleans

Mayor LaToya Cantrell

From: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>
Sent: Monday, January 9, 2023 4:55 PM
To: Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>; Gregory A Joseph <Gregory.Joseph@nola.gov>; Breayana S Bradley <Breayana.Bradley@nola.gov>
Cc: Lesley E Thomas <Lesley.Thomas@nola.gov>; Raven Frederick <Raven.Frederick@nola.gov>; Caroline M Giepert <Caroline.Giepert@nola.gov>
Subject: Re: REV USPS Drop Schedule

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Hello all, please find the final version of Mailer 1 for your review. To keep to our new timeline, we need this approved ASAP to ensure we get to the printer on time. Thanks!

From: Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>
Date: Monday, January 9, 2023 at 5:09 PM
To: Gregory A Joseph <Gregory.Joseph@nola.gov>, Breayana S Bradley <Breayana.Bradley@nola.gov>, Carolyn Riggs (Mercury) <criggs@mercuryllc.com>
Cc: Lesley E Thomas <Lesley.Thomas@nola.gov>, Raven Frederick <Raven.Frederick@nola.gov>, Caroline M Giepert <Caroline.Giepert@nola.gov>
Subject: RE: REV USPS Drop Schedule

OK, great, thanks. Also, we have the revised, I believe final, first piece coming to you shortly. Please let us know in writing if approved, and we will traffic to the printer. Also, we still have to purchase the data file. GJ, I know we're waiting on the contract, but if it's possible to get approval here in writing, we will purchase ahead of time. The file is \$6,188.36. If we need the contract in advance, just let us know what may be needed on our end to finish that. Thanks.

From: Gregory A Joseph <Gregory.Joseph@nola.gov>
Sent: Monday, January 9, 2023 5:00 PM
To: Breayana S Bradley <Breayana.Bradley@nola.gov>; Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>; Carolyn Riggs (Mercury) <criggs@mercuryllc.com>
Cc: Lesley E Thomas <Lesley.Thomas@nola.gov>; Raven Frederick <Raven.Frederick@nola.gov>; Caroline M Giepert <Caroline.Giepert@nola.gov>
Subject: Re: REV USPS Drop Schedule

Thanks Jake.

Get [Outlook for iOS](#)

From: Breayana S Bradley <Breayana.Bradley@nola.gov>
Sent: Monday, January 9, 2023 3:53:07 PM
To: Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>; Carolyn Riggs (Mercury) <criggs@mercuryllc.com>
Cc: Gregory A Joseph <Gregory.Joseph@nola.gov>; Lesley E Thomas <Lesley.Thomas@nola.gov>; Raven Frederick <Raven.Frederick@nola.gov>; Caroline M Giepert <Caroline.Giepert@nola.gov>
Subject: Re: REV USPS Drop Schedule

On that note. We are good with the dates. Please proceed

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From: Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>
Sent: Monday, January 9, 2023 3:46:47 PM
To: Breayana S Bradley <Breayana.Bradley@nola.gov>; Carolyn Riggs (Mercury) <criggs@mercuryllc.com>
Cc: Gregory A Joseph <Gregory.Joseph@nola.gov>; Lesley E Thomas <Lesley.Thomas@nola.gov>; Raven

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I, for one, love nothing more than receiving governmental updates on Valentine's Day.

I should have clarified earlier, the drop date mentioned below is the date it enters the postal system. There is a 1-3 day window, generally, for mail to then be delivered into homes (this is why we have the last drop date at the moment as 2/16 and not later). That said, I am totally fine changing these dates per your suggestions below.

From: Breayana S Bradley <Breayana.Bradley@nola.gov>
Sent: Monday, January 9, 2023 4:15 PM
To: Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>; Carolyn Riggs (Mercury) <criggs@mercuryllc.com>
Cc: Gregory A Joseph <Gregory.Joseph@nola.gov>; Lesley E Thomas <Lesley.Thomas@nola.gov>; Raven Frederick <Raven.Frederick@nola.gov>; Caroline M Giepert <Caroline.Giepert@nola.gov>
Subject: Re: REV USPS Drop Schedule

In reference to the highlighted times:

1. This is a nation-wide appreciated day (Valentines Day), will there be an issue with pushing this out on that day or turnout?
2. This will be a city-wide appreciation day (Local kickoff) - NOT FEASIBLE
3. Suggested dates: Feb. 13th and 15th instead

Intro	Wednesday, January 11, 2023
Public Safety Win #1	Friday, January 13, 2023
Public Safety Win #2	Wednesday, January 18, 2023
Crisis Mayor. Problem Solver.	Friday, January 20, 2023
Fiscal Responsibility/Tax Reduction #1	Tuesday, January 24, 2023
Economic Development Win #1	Thursday, January 26, 2023
Amnesty Program	Tuesday, January 31, 2023
Utility Assistance Program	Thursday, February 2, 2023
Public Safety Win #2	Tuesday, February 7, 2023
Fiscal Responsibility/Tax Reduction #2	Thursday, February 9, 2023
Historic Nature of Election	Tuesday, February 14, 2023(1)
Accomplishment Summary	Thursday, February 16, 2023(2)

Please Advise,

Breayana "Bree" Bradley

Communications Assistant

Office of Mayor LaToya Cantrell

City of New Orleans | 1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112

breayana.bradley@nola.gov | 504.658.4941 (o) | 504.645.2337 (c) | 504.658.4938 (f)



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Julia E. Zuckerman

From: Jake Dilemani (Mercury)
Sent: Tuesday, January 10, 2023 7:45 AM
To: Steve Usner
Subject: NOLA Mail Program
Attachments: Print Mail Schedule for NOLA-MPRESS.xlsx

Follow Up Flag: Follow up
Flag Status: Flagged

Steve, sending you this preliminary schedule to get started. Items are subject to change, including universe sizes, piece sizes and drop dates. Trying to move this as fast as I can, but it's a bit slow as we discussed.

.....
Mercury.

Jake Dilemani
Partner
200 Varick Street | Suite 600
New York, NY | 10014
212.681.1380 office | 917.284.3105 mobile
www.mercurylc.com

Client	Piece	Print Quantity	Mail Quantity	Size	Cropped Size	Fold/Card	Universe	Drop Date
City of New Orleans	Intro	106.897	106.897	8.5x22 Trifold		Trifold	Master Universe	Friday, January 13, 2023
City of New Orleans	Public Safety Win #1	106.897	106.897	5x10 Card		Card	Master Universe	Monday, January 16, 2023
City of New Orleans	Public Safety Win #2	106.897	106.897	5x10 Card		Card	Master Universe	Wednesday, January 18, 2023
City of New Orleans	Crisis Mayor. Problem Solver.	106.897	106.897			Bifold	Master Universe	Friday, January 20, 2023
City of New Orleans	Fiscal Responsibility/Tax Reduction #1	106.897	106.897			Card	Master Universe	Tuesday, January 24, 2023
City of New Orleans	Economic Development Win #1	106.897	106.897	5x10 Card		Card	Master Universe	Thursday, January 26, 2023
City of New Orleans	Amnesty Program	106.897	106.897	6x9 Card		Card	Master Universe	Tuesday, January 31, 2023
City of New Orleans	Utility Assistance Program	106.897	106.897	6x9 Card		Card	Master Universe	Thursday, February 2, 2023
City of New Orleans	Public Safety Win #2	106.897	106.897	5x10 Card		Card	Master Universe	Tuesday, February 7, 2023
City of New Orleans	Fiscal Responsibility/Tax Reduction #2	106.897	106.897			Card	Master Universe	Thursday, February 9, 2023
City of New Orleans	Historic Nature of Election	106.897	106.897			Card	Master Universe	Tuesday, February 14, 2023
City of New Orleans	Accomplishment Summary	106.897	8.5x22 Trifold			Trifold	Master Universe	Thursday, February 16, 2023

Julia E. Zuckerman

From: Jake Dilemani (Mercury)
Sent: Thursday, January 19, 2023 11:55 AM
To: Steve Usner
Cc: Margaret Chin
Subject: Revised City of New Orleans Mail Drop Schedule
Attachments: Print Mail Schedule for NOLA-MPRESS - REV 1.19.23.xlsx

Follow Up Flag: Follow up
Flag Status: Flagged

Steve,

As mentioned, attached is the revised mail drop schedule for the city. A couple of pieces on here have TBD sizes, and drop dates may change based upon client timeliness, but sharing this with you so you can prep accordingly.

Mercury.

Jake Dilemani
Partner
200 Varick Street | Suite 600
New York, NY | 10014
212.681.1380 office | 917.284.3105 mobile
www.mercurylc.com

Client	Piece	Print Quantity	Mail Quantity	Size	Cropped Size	Fold/Card	Universe	Drop Date
City of New Orleans	Intro	106,897	106,897	8.5x22 Trifold	8.5x22 Trifold	Trifold	Master Universe	Monday, January 23, 2023
City of New Orleans	Public Safety Win #1	106,897	106,897	5x10 Card	5x10 Card	Card	Master Universe	Monday, January 30, 2023
City of New Orleans	Public Safety Win #2	106,897	106,897	5x10 Card	5x10 Card	Card	Master Universe	Thursday, February 2, 2023
City of New Orleans	COVID Comparison 1	106,897	106,897	TBD	TBD	TBD	Master Universe	Monday, February 6, 2023
City of New Orleans	Stand Up for NOLA 1	106,897	106,897	TBD	TBD	TBD	Master Universe	Thursday, February 9, 2023
City of New Orleans	COVID Comparison 2	106,897	106,897	5x10 Card	5x10 Card	Card	Master Universe	Monday, February 13, 2023
City of New Orleans	Stand Up for NOLA 2	106,897	106,897	5x10 Card	5x10 Card	Card	Master Universe	Thursday, February 16, 2023

From: [Lesley E Thomas](#)
To: [Jake Dilemani \(Mercury\)](#); [Gregory A Joseph](#); [Breayana S Bradley](#)
Cc: [Carolyn Riggs \(Mercury\)](#)
Subject: RE: Mail Program Drop Dates - Revised
Date: Monday, January 30, 2023 12:22:21 PM
Attachments: [image002.png](#)
[image003.png](#)

Thanks Jake.

Lesley E. Thomas

Deputy Director of Communications

Office of Mayor LaToya Cantrell

City of New Orleans | 1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112

Lesley.Thomas@nola.gov | 504.658.4951 (o) | 504.758.2916 (c) | 504.658.4938 (f)



City of New Orleans
Mayor LaToya Cantrell

From: Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>

Sent: Monday, January 30, 2023 12:19 PM

To: Gregory A Joseph <Gregory.Joseph@nola.gov>; Lesley E Thomas <Lesley.Thomas@nola.gov>; Breayana S Bradley <Breayana.Bradley@nola.gov>

Cc: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>

Subject: Mail Program Drop Dates - Revised

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Here is the new drop date schedule:

City of New Orleans	Intro	Wednesday, January 25, 2023 - COMPLETE
City of New Orleans	Public Safety Win #2	Thursday, February 2, 2023
City of New Orleans	COVID Comparison 1	Monday, February 6, 2023
City of New Orleans	Stand Up for NOLA 1	Thursday, February 9, 2023
City of New Orleans	COVID Comparison 2	Monday, February 13, 2023
City of New Orleans	Stand Up for NOLA 2	Thursday, February 16, 2023

At this stage, the program given the allowable budget permits an additional 5 flights.

.....
Mercury.

Jake Dilemani

Partner

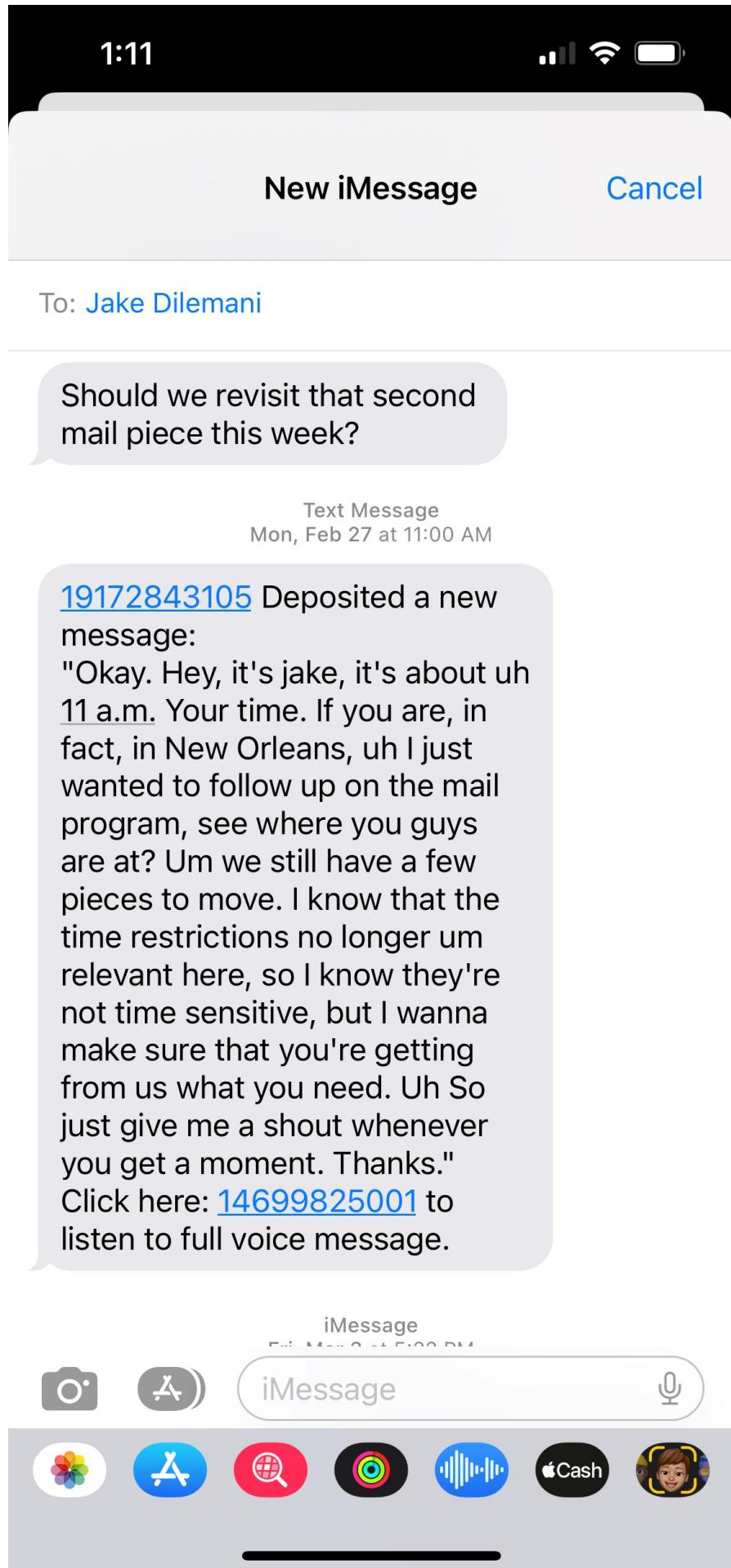
200 Varick Street | Suite 600

New York, NY | 10014

212.681.1380 office | 917.284.3105 mobile

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The contract with Mercury violated the City's procurement rule for professional service agreements.

The City's procurement rule for professional service agreements (PSA) caps the maximum annual contract amount for a PSA not procured through an RFP to \$15,000.

An internal Mercury email from Jake Dilemani summarizes a conversation he had with Gregory Joseph stating that it was Gregory's intent for Mercury to receive the mailer campaign work and that Mercury's proposal is merely pro forma.

- Exhibit C(1), 12/6/22.
Email from Jake Dilemani (Partner, Mercury) to Carolyn Riggs (Vice President, Mercury):
The Comms Director for the Mayor of Nola called and wants a proposal from us. He wants us to get the business and hasn't gone to anyone else, so he says this is pro forma, but we still need to make it look good.

Although the Mercury proposal was eventually split into two separate contracts for separate years, those contracts related to the exact same work.

- Exhibit A(1), Written Justifications for Mercury Contract.
The 1/18/2022 version stipulates a contract term of 3 months for a total contract amount for \$30,000.

The two 4/5/2023 versions break the contract terms into:
December 2022 for \$15,000 and January to March 2023 for \$15,000.

The description of work remained the same in all three Written Justifications.

- Compare Exhibit C(2), 2022 PSA with Mercury, with Exhibit C(3), 2023 PSA with Mercury.
The 2022 and 2023 PSAs both:
 - (1) Contain the exact same Contractor Obligations in Article I;
 - (2) Contain the exact same chart from Mercury for Rate of Compensation in Article IV, including a "one time consulting fee for voter file analysis, universe segmentation, ongoing program strategic guidance".

- Compare Exhibit B(1), 12/9/22 Direct Mail Services Proposal from Mercury, with Exhibit C(4), 1/1/23 Direct Mail Services Proposal from Mercury.

The only differences in the two proposals are:

 - (1) Date change on first slide of both proposals;
 - (2) Removal of Sample Program slide from 1/1/23 proposal;
 - (3) Change in amount of Proposed Budget slide from \$35,000 in 12/9/22 proposal to \$15,000 in 1/1/23 proposal; and,
 - (4) Removal of Team Mercury slide from 1/1/23 proposal.

Gregory Joseph was informed of the City's public bid requirements in December 2022 and directed to split the contract into two separate agreements for 2022 and 2023.

- Exhibit C(5), p. 811-12 of CNO Emails, 2/27/23.
Email from Julien Meyer to Austin Wilty CC Tracey Tyler, Breayana Bradley, Lesley Thomas, Norman White:

Good afternoon Austin, My direction to Greg in December (relayed to Lesley this week) was indeed to enter into a PSA for the month of December 2022 for a maximum of \$15K. To comply with the policy in place (the [sic] one that you referenced), his office could do another PSA for \$15k max for 1 year max in 2023. Beyond \$15k, we will need to release an RFP. As Tracy reminded me, there also should be a separate proposal/quote for the 2nd quote to reflect that it is a separate contract.

Chief Deputy City Attorney Tracy Tyler believed that separating the Mercury contract into two separate agreements violated the City's procurement rules.

- Exhibit C(6), p. 834 of CNO Emails, 1/10/23.
Email from Tracy Tyler to Austin Wilty, Gregory Joseph, CC Andrew Gregorian, Mary Pettingill:
Austin — I do not have a comfort level with separating the two agreements as same appear to be merely a mechanism to circumvent the City's procurement rules.

Julia E. Zuckerman

From: Jake Dilemani (Mercury)
Sent: Tuesday, December 6, 2022 11:33 AM
To: Carolyn Riggs (Mercury)
Subject: City of New Orleans Mail Proposal
Attachments: Catherine Parker Mail Plan.docx; Mercury Capabilities_Campaign Consulting Services.pdf; Lovitz Mail Calendar.pptx

Follow Up Flag: Follow up
Flag Status: Flagged

Would like you to take the lead on this – let's discuss after the first round of the utilities deck is off your plate.

Some elements we should use in this proposal can be found in some decks you've already done, including the National Black Empowerment Council deck.

The Comms Director for the Mayor of Nola called and wants a proposal from us. He wants us to get the business and hasn't gone to anyone else, so he says this is pro forma, but we still need to make it look good.

I think we use a PPT format because I'd like to showcase some of the mail we've done (I like the samples on slide 11 of the NBEC deck).

The client is the mayor in her official capacity, not her campaign. So it's city branded (should be what we use on the front of the deck). They don't want the mail to be 100% campaign-style spiffy, they want it to maintain some level of government newsletter-style, but still look good – basically somewhere in between the two. They want it focused on results/accomplishments. We should recommend citywide achievements we can point to, as well as neighborhood-specific (see universe segmentation below).

I've attached a sample mail plan in case there's language in the overview section that is useful, as well as the campaign capabilities deck for bullet points on mail, and a calendar template (2nd page) I use for mail plans if we decide to use that for the sample program slide below.

- I. Overview
- II. Direct Mail Capabilities
- III. Our Process
- IV. Universes & Audience Segmentation
 - a. For our Main Universe, we recommend a preliminary voter screen of all voters who've voted in at least two odd-year municipal elections since and including 2017. This gives us a preliminary universe of 82,327 voters in 65,288 unique households.
 - i. Main Universe stats to list
 - 1. 59% Female
 - 2. 56% African American, 38% Caucasian
 - 3. 38% age 65+, 20% age 55-64; 25% age 35-54
 - b. We recommend a combination of citywide flights and geographic sub-universe flights to showcase neighborhood-specific accomplishments. After consultation with your team, should it be necessary to further segment universes, we have the ability to further refine the targeting based upon a host of demographic considerations, including race, ethnicity, age and gender.
 - V. Sample Program

- a. 12-13 flights working backward from the Feb. 22nd Recall Election. Two per week for weeks of Jan 23, Jan 30, Feb 6, Feb 13; one per week in Jan up to week of Jan 16; One flight week of 12/26, *maybe one flight week of 12/19* (this should be visually expressed as a timeline/however you want to do it)
- VI. Case studies
 - a. Sample Mail (use the samples referenced above), with a para for Show Up Turn Out and a para for Voters of Color (Mayor Cantrell likes Mayor Adams, so we want to show efforts we've done for Adams).
 - b. Our Work with the Public Sector (use Albany, need to think of one or more others)
- VII. Budget
 - a. \$2,500 creative design and pre-press fee for each flight up to 4 rounds of material edits per flight; thereafter \$250 per additional material edit round.
 - b. \$5,000 one-time consulting fee for universe segmentation, voter file analysis, program strategic guidance.

We need to get a finished product to them before the weekend.



Jake Dilemani

Partner

200 Varick Street | Suite 600

New York, NY | 10014

212.681.1380 office | 917.284.3105 mobile

www.mercurylc.com

PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND
MERCURY LLC

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 Mercury LLC represented by Jake Dilemani, Partner (the “**Contractor**”). The City and the Contractor may sometimes be collectively referred to as the “**Parties**.” The Agreement is effective as of **December 9, 2022** (the “**Effective Date**”).

RECITALS

WHEREAS, the City seeks to hire a firm or individual for the purpose of providing professional services, including communications on upcoming projects and direct mail services to constituents in Orleans parish;

WHEREAS, in accordance with Article V Section B of CAO Policy Memorandum 8R, the City qualified the Contractor to perform the professional services, as set forth above;

WHEREAS, the Contractor is a limited liability company, qualified to perform the required professional services for this project and is agreeable to undertake the services under the conditions and for the fees satisfactory to the City;

WHEREAS, the City has selected the Contractor for this project; and

WHEREAS, the Contractor has the requisite expertise, qualifications, and certifications in place, and is available for the performance of those professional services.

NOW THEREFORE, the City and the Contractor agree as follows:

ARTICLE I - THE CONTRACTOR’S OBLIGATIONS

A. *Services*. The Contractor will, in accordance with the schedule approved by the City:

1. Work with the City’s communications team to identify key messaging;
2. Construct narratives to be communicated to constituents through a direct mail program;
3. Assist the City to identify key wins (including neighborhood specific accomplishments), upcoming projects, achievements, and available resources the Administration has delivered;
4. Refine messaging according to demographic considerations, including race, ethnicity, age, and gender;
5. Write and design all direct mail pieces and print materials for the City’s review and approval;
6. Subcontract a local printer in accordance with a mutually agreed timeline to meet the City’s goals;

7. Submit complete and accurate invoices, maintain records, submit to audits and inspections, maintain insurance, and perform all other obligations of the Contractor as set forth in this Agreement;

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

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

10. Perform all requirements set forth in La. R.S. 38:2192, including without limitation the payment of any associated costs, and submit a copy of any recorded documents to the City within 30 days after the approval of the associated plan change or amendment; and

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

The City's officers and employees are not authorized to request or instruct the Contractor to perform any work beyond the scope or duration of this Agreement in the absence of an executed amendment to this Agreement.

B. Standards. The Contractor, and any person performing work on its behalf, will perform all work under this Agreement in accordance with any and all professional standards generally applicable to the industry.

C. Compliance with Laws. The Contractor, and any person performing work on its behalf, will comply with all applicable federal, state, and local laws and ordinances.

D. Schedule.

1. The Contractor will perform all work under this Agreement according to the following schedule: the Contractor will perform its obligations during the Term of this Agreement, provided, however, that the Contractor will cease to provide services immediately once the \$15,000.00 threshold is met.

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. The Contractor acknowledges and agrees that time is of the essence in the performance of this Agreement.

E. Invoices.

1. The Contractor must submit one invoice (unless agreed otherwise between the parties to this Agreement) to the City electronically, via its supplier portal (i.e., BRASS), for goods and/or services provided under this Agreement, no later than ten (10) calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include the following information:

- a. The Agreement number (i.e., K#) or Purchase Order number issued by the City;
- b. The name of the City Department or Office to be invoiced (i.e., the Mayor's Office);
- c. The services performed each month;

F. Records and Reporting.

1. The Contractor 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 3 years from: (a) the completion of this Agreement (including any renewal or extension periods); or (b) from the resolution of any dispute relating to the Agreement. If this Agreement is terminated for any reason, the Contractor will deliver to the City all plans and records of work compiled through the date of termination.

2. The Contractor will identify any reporting requirements, including the frequency, method and contents.

3. The Contractor 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.

G. Audit and Inspection.

1. The Contractor 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 the Contractor, its employees, agents, assigns, successors and subcontractors, during normal business hours at the Contractor's office or place of business in Louisiana. If no such location is available, the Contractor will make the documents available at a time and location that is convenient for the City.

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

H. Insurance.

1. Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the Contractor will maintain the following insurance in full force and effect for the duration of the work under this Agreement. If the Contractor 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 the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

a. Minimum Requirements:

- i. Commercial General Liability (CGL) including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, and any other type of liability for which this Agreement applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate.
- ii. Workers' Compensation & Employers Liability Insurance in compliance with the Louisiana Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than \$1,000,000.
- iii. Automobile Liability Insurance with a combined single limit of liability of not less than \$1,000,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicles.
- iv. Professional (Errors and Omission) Liability - As professional services are required under the contract, insurance appropriate to the contractor's profession, to include but not limited to armed security guard services, with limits of liability of not less than \$1,000,000 per occurrence or claim / \$2,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement. 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, Contractor must procure and evidence full extended reporting period (ERP) coverage.

Umbrella/Excess Liability – Umbrella/Excess policies must Follow Form of the underlying policies.

Important: The Contractor shall be able to meet the above referenced specific policy limits of liability through a combination of primary and umbrella /excess coverage. The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor from any liability incurred as a result of their activities/operations in conjunction with the Contractors obligations and/or Scope of Work. The Contractor shall be responsible for any losses, expenses, damages, claims and/or suits of any kind which exceed the Contractors limits of liability that arise from the performance of work under the Agreement.

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

- i. Additional Insured Status: The Contractor and all Subcontractors (where applicable) 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” on the CGL and AL policies with respect to liability arising out of the performance of this agreement. Additional Insured status can be provided in the form of an endorsement to the Contractors insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

The Contractor shall require and verify that all Subcontractors maintain insurance and coverage limits meeting all the requirements stated herein or the Sub-contractor liability shall be covered by the Contractor. The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager as Certificate Holder and be delivered via U.S. Mail to 1300 Perdido Street, 9E06 – City Hall, New Orleans LA 70112.

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

- ii. Primary Coverage: For any claims related to this Agreement, the Contractors insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Contractors coverage.
- iii. Claims Made Policies: If applicable, the retroactive date must be shown and must be before the date of the agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Contractor must purchase “extended reporting” coverage for minimum of 3 years after the termination of this Agreement.
- iv. Waiver of Subrogation: The Contractor and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this Agreement.
- v. Notice of Cancellation: Each insurance policy required above shall not be canceled, expire or altered except without prior notice to the City of no less than 30 days.
- vi. Acceptability of Insurers: Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the City.

2. Notice: The Contractor will provide the City’s Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112- Ref.: Mercury LLC) the following documents, within 10 business days of the City’s reasonable request:

- a. Copies of all policies of insurance, including all policies, forms, and endorsements:
3. Without notice from the City, the Contractor will:
 - a. Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement.
 - b. Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement.
 - c. Notify the City's Risk Manager in writing within 48 hours of its receipt of any notice of non-renewal, cancellation, or reduction in coverage or limits affecting any policy of insurance maintained under this Agreement.
4. 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. To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the Contractor, its agents, 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 the Contractor in connection with the performance of work under this Agreement.

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

3. Independent Duty. The Contractor has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (a) the allegations are or may be groundless, false, or fraudulent; or (b) the Contractor is ultimately absolved from liability.

4. Expenses. Notwithstanding any provision to the contrary, the Contractor shall bear the expenses including, but not limited to, the City's reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

ARTICLE II - REPRESENTATIONS AND WARRANTIES

A. The Contractor represents and warrants to the City that:

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

2. The Contractor has 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. The Contractor 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 the Contractor, its employees, or its subcontractors in the performance of this Agreement;

4. The Contractor is not under any obligation to any other person that is inconsistent or in conflict with this Agreement or that could prevent, limit, or impair the Contractor's performance of this Agreement;

5. The Contractor 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. The Contractor is not in breach of any federal, state, or local statute or regulation applicable to the Contractor or its operations;

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

8. The Contractor has read and fully understands this Agreement and is executing this Agreement willingly and voluntarily; and

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

B. *Convicted Felon Statement.* The Contractor complies with City Code § 2-8(c) and no principal, member, or officer of the Contractor has, within the preceding 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.* The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

D. *Employee Verification.* The Contractor 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 the Contractor 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 the Contractor being ineligible for any public contract for a period of 3 years from the date the violation is discovered. The Contractor 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. The Contractor 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 the Contractor fails to provide such the requested affidavit or violates any provision of this paragraph.

E. The Contractor acknowledges that the City is relying on these representations and warranties and Contractor's expertise, skill, and knowledge and that the Contractor's 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 Mayor's Office (the "**Department**");
2. Provide the Contractor any documents deemed necessary for the Contractor's performance of any work required under this Agreement; and
3. Provide access to Department personnel to discuss the required services during normal working hours, as requested by the Contractor.

B. *Payment.* Unless otherwise agreed to by the City, the payment terms are NET 30 days upon the Contractor's delivery and the City's acceptance of the services contemplated in this Agreement and/or upon the City's receipt of the properly submitted, complete, and accurate invoice via the City's supplier portal. The City will make payments to the Contractor at the rate of compensation established in this Agreement based upon the Contractor's certified invoices, except:

1. The City's obligation to pay is contingent upon the Contractor's: (a) submission of a complete and accurate invoice; (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 the Contractor against any amounts deemed by the City to be owed to the City by the Contractor pursuant this Agreement; and
4. All compensation owed to the Contractor 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 the Contractor 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 the any 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 the Contractor or its subcontractors; or the City is not expressly obligated to pay under this Agreement.

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

ARTICLE IV - COMPENSATION

A. Rate of Compensation.

1. The City will pay the Contractor in accordance with the following rate:

SERVICE	TOTAL
Creative Design and Pre-Press Fee (per flight, includes 3 rounds of material edits per flight, \$250 per additional material edit round)	\$2,500.00 Per Flight/ \$30,000 Total
Consulting Fee (one time fee for voter file analysis, universe segmentation, ongoing program strategic guidance)	\$5,000.00

2. 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.

3. The stated compensation is inclusive, and includes no additional amounts for, the Contractor's costs, including without limitation all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, record retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Agreement. The City will not consider or be obligated to pay or reimburse the Contractor any other charges or fees and the Contractor will not be entitled to any additional compensation or reimbursement, except otherwise specifically provided in the Agreement.

4. The Contractor immediately will notify the City in writing of any reduction to the rate of compensation for its most favored customer and the rate of compensation established by this Agreement automatically will 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 \$15,000.00.

C. Cost Recovery. In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations."

ARTICLE V - DURATION AND TERMINATION

A. Term. The term of this Agreement shall be for twenty-three (23) days, beginning the Effective Date (December 9, 2022), and expiring December 31, 2022, 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. Termination for Convenience. The City may terminate this Agreement at any time during the term of the Agreement by giving the Contractor written notice of the termination at least 30 calendar days before the intended date of termination.

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

D. Termination for Cause. The City may terminate this Agreement immediately for cause by sending written notice to the Contractor. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

E. Suspension. The City may suspend this Agreement at any time and for any reason by giving 2 business day's written notice to the Contractor. The Contractor will resume work upon 5 business day's written notice from the City.

ARTICLE VI - PERFORMANCE MEASURES

A. Factors. The City will measure the performance of the Contractor according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

B. Failure to Perform. If the Contractor fails to perform according to the Agreement, the City will notify the Contractor. If there is a continued lack of performance after notification, the City may declare the Contractor in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting contractor for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting contractor.

ARTICLE VII - NON-DISCRIMINATION

A. Equal Employment Opportunity. In all hiring or employment made possible by, or resulting from this Agreement, the Contractor (1) will not be discriminate against any employee or applicant for employment because of race, 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 the Contractor's 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, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Contractor in any of Contractor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

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

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

ARTICLE VIII - INDEPENDENT CONTRACTOR

A. Independent Contractor Status. The Contractor is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

B. Exclusion of Worker's Compensation Coverage. The City will not be liable to the Contractor, as an independent contractor as defined in La. R.S. 23:1021(7), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Contractor will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. Exclusion of Unemployment Compensation Coverage. The Contractor, as an independent contractor, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(12)(E) and neither the Contractor nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) the Contractor has been and will be free from any control or direction by the City over the performance of the services covered by this contract; (b) the services to be performed by the Contractor are outside the normal course and scope of the City's usual business; and (c) the Contractor has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

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

ARTICLE IX - NOTICE

A. In General. Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the City:

Mayor's Office
City of New Orleans
1300 Perdido Street, 2nd Floor
New Orleans, LA 70112

&

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

2. To the Contractor:

Mercury LLC
200 Varick Street, Suite 600
New York, NY 10014

&

Vincent Barber
312 Olivier Street
New Orleans, LA 70114

B. Effectiveness. Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

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

ARTICLE X - FORCE MAJEURE

A. Event. An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of City, provided such event was not caused by the negligence or misconduct of City, by the failure of City to comply with applicable laws, or by the breach of this Agreement.

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

C. Effect.

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

- a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Contractor must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or
- b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to the Contractor and without any further compensation due.

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

ARTICLE XI - ADDITIONAL PROVISIONS

A. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

B. Assignment. This Agreement and any part of the Contractor's interest in it are not assignable or transferable without the City's prior written consent.

C. 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. (i) The Contractor agrees to adhere to the City's hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, Contractor must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary. (ii) Failure to maintain compliance with the City's hiring requirements throughout the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of any such breach, the City will provide the Contractor notice of noncompliance and allow Contractor thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the Contractor remains noncompliant, the City may move to suspend payments to Contractor, void the Agreement, or take any such legal action permitted by law or this Agreement. (iii) This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g).

Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and the remaining provisions of the Agreement will remain in full force and effect. (iv) The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

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

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 the Contractor on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

G. *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.

H. *Jurisdiction.* The Contractor consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the Contractor.

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

J. *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.

K. *Non-Exclusivity.* This Agreement is non-exclusive and the Contractor may provide services to other clients, subject to the City's approval of any potential conflicts with the performance of this Agreement and the City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

L. *Non-Waiver.* The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default

or breach or any prior contemporaneous or subsequent default or breach.

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

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

O. *Prohibition on Political Activity.* None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

P. *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.

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

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

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

ARTICLE XII – 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 XIII - ELECTRONIC SIGNATURE AND DELIVERY

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

signed copy of this Agreement.

[SIGNATURES CONTAINED ON NEXT PAGE]

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

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

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ of _____, 2023.

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

MERCURY LLC

BY: _____
JAKE DILEMANI, PARTNER

FEDERAL TAX I.D.

[END OF AGREEMENT]

PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND
MERCURY LLC

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 Mercury LLC represented by Jake Dilemani, Partner (the “**Contractor**”). The City and the Contractor may sometimes be collectively referred to as the “**Parties**.” The Agreement is effective as of **January 1, 2023** (the “**Effective Date**”).

RECITALS

WHEREAS, the City seeks to hire a firm or individual for the purpose of providing professional services, including communications on upcoming projects and direct mail services to constituents in Orleans parish;

WHEREAS, in accordance with Article V Section B of CAO Policy Memorandum 8R, the City qualified the Contractor to perform the professional services, as set forth above;

WHEREAS, the Contractor is a limited liability company, qualified to perform the required professional services for this project and is agreeable to undertake the services under the conditions and for the fees satisfactory to the City;

WHEREAS, the City has selected the Contractor for this project; and

WHEREAS, the Contractor has the requisite expertise, qualifications, and certifications in place, and is available for the performance of those professional services.

NOW THEREFORE, the City and the Contractor agree as follows:

ARTICLE I - THE CONTRACTOR'S OBLIGATIONS

A. *Services*. The Contractor will, in accordance with the schedule approved by the City:

1. Work with the City’s communications team to identify key messaging;
2. Construct narratives to be communicated to constituents through a direct mail program;
3. Assist the City to identify key wins (including neighborhood specific accomplishments), upcoming projects, achievements, and available resources the Administration has delivered;
4. Refine messaging according to demographic considerations, including race, ethnicity, age, and gender;
5. Write and design all direct mail pieces and print materials for the City’s review and approval;
6. Subcontract a local printer in accordance with a mutually agreed timeline to meet the City’s goals;

7. Submit complete and accurate invoices, maintain records, submit to audits and inspections, maintain insurance, and perform all other obligations of the Contractor as set forth in this Agreement;

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

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

10. Perform all requirements set forth in La. R.S. 38:2192, including without limitation the payment of any associated costs, and submit a copy of any recorded documents to the City within 30 days after the approval of the associated plan change or amendment; and

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

The City's officers and employees are not authorized to request or instruct the Contractor to perform any work beyond the scope or duration of this Agreement in the absence of an executed amendment to this Agreement.

B. Standards. The Contractor, and any person performing work on its behalf, will perform all work under this Agreement in accordance with any and all professional standards generally applicable to the industry.

C. Compliance with Laws. The Contractor, and any person performing work on its behalf, will comply with all applicable federal, state, and local laws and ordinances.

D. Schedule.

1. The Contractor will perform all work under this Agreement according to the following schedule: the Contractor will perform its obligations during the Term of this Agreement, provided, however, that the Contractor will cease to provide services immediately once the \$15,000.00 threshold is met.

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. The Contractor acknowledges and agrees that time is of the essence in the performance of this Agreement.

E. Invoices.

1. The Contractor must submit invoice(s) (unless agreed otherwise between the parties to this Agreement) to the City electronically, via its supplier portal (i.e., BRASS), for goods and/or services provided under this Agreement, no later than ten (10) calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include the following information:

- a. The Agreement number (i.e., K#) or Purchase Order number issued by the City;
- b. The name of the City Department or Office to be invoiced (i.e., the Mayor's Office);
- c. The services performed / deliverables provided;
- d. The date of the invoice (i.e., the Invoice Date); and

- e. The beginning and end dates of the period covered by the invoice.
2. The City may require changes to the form or the content of the invoice.
3. The City may also require additional supporting documentation to be submitted with invoices.
4. All invoices must be signed by an authorized representative of the Contractor under penalty of perjury attesting to the validity and accuracy of the invoice.

F. Records and Reporting.

1. The Contractor 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 3 years from: (a) the completion of this Agreement (including any renewal or extension periods); or (b) from the resolution of any dispute relating to the Agreement. If this Agreement is terminated for any reason, the Contractor will deliver to the City all plans and records of work compiled through the date of termination.
2. The Contractor will identify any reporting requirements, including the frequency, method and contents.
3. The Contractor 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.

G. Audit and Inspection.

1. The Contractor 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 the Contractor, its employees, agents, assigns, successors and subcontractors, during normal business hours at the Contractor's office or place of business in Louisiana. If no such location is available, the Contractor will make the documents available at a time and location that is convenient for the City.
2. The Contractor will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. The Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

H. Insurance.

1. Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the Contractor will maintain the following insurance in full force and effect for the duration of the work under this Agreement. If the Contractor 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 the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

a. Minimum Requirements:

- i. Commercial General Liability (CGL) including contractual liability insurance, products and completed operations, personal & advertising

injury, bodily injury, property damage, and any other type of liability for which this Agreement applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate.

- ii. Workers' Compensation & Employers Liability Insurance in compliance with the Louisiana Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than \$1,000,000.
- iii. Automobile Liability Insurance with a combined single limit of liability of not less than \$1,000,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicles.
- iv. Professional (Errors and Omission) Liability - As professional services are required under the contract, insurance appropriate to the contractor's profession, to include but not limited to armed security guard services, with limits of liability of not less than \$1,000,000 per occurrence or claim / \$2,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement. 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, Contractor must procure and evidence full extended reporting period (ERP) coverage.

Umbrella/Excess Liability – Umbrella/Excess policies must Follow Form of the underlying policies.

Important: The Contractor shall be able to meet the above referenced specific policy limits of liability through a combination of primary and umbrella /excess coverage. The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor from any liability incurred as a result of their activities/operations in conjunction with the Contractors obligations and/or Scope of Work. The Contractor shall be responsible for any losses, expenses, damages, claims and/or suits of any kind which exceed the Contractors limits of liability that arise from the performance of work under the Agreement.

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

- i. Additional Insured Status: The Contractor and all Subcontractors (where applicable) 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" on the CGL and AL policies with respect to liability arising out of the performance of this agreement. Additional Insured status can be provided in the form of an endorsement to the Contractors insurance (at least as

broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

The Contractor shall require and verify that all Subcontractors maintain insurance and coverage limits meeting all the requirements stated herein or the Sub-contractor liability shall be covered by the Contractor. The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager as Certificate Holder and be delivered via U.S. Mail to 1300 Perdido Street, 9E06 – City Hall, New Orleans LA 70112.

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

- ii.** Primary Coverage: For any claims related to this Agreement, the Contractors insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Contractors coverage.
- iii.** Claims Made Policies: If applicable, the retroactive date must be shown and must be before the date of the agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Contractor must purchase “extended reporting” coverage for minimum of 3 years after the termination of this Agreement.
- iv.** Waiver of Subrogation: The Contractor and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this Agreement.
- v.** Notice of Cancellation: Each insurance policy required above shall not be canceled, expire or altered except without prior notice to the City of no less than 30 days.
- vi.** Acceptability of Insurers: Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the City.

2. Notice: The Contractor will provide the City’s Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112- Ref.: Mercury LLC) the following documents, within 10 business days of the City’s reasonable request:

- a.** Copies of all policies of insurance, including all policies, forms, and endorsements:
- 3.** Without notice from the City, the Contractor will:

- a. Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement.
 - b. Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement.
 - c. Notify the City's Risk Manager in writing within 48 hours of its receipt of any notice of non-renewal, cancellation, or reduction in coverage or limits affecting any policy of insurance maintained under this Agreement.
 - 4. 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. To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the Contractor, its agents, 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 the Contractor in connection with the performance of work under this Agreement.

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

3. Independent Duty. The Contractor has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (a) the allegations are or may be groundless, false, or fraudulent; or (b) the Contractor is ultimately absolved from liability.

4. Expenses. Notwithstanding any provision to the contrary, the Contractor shall bear the expenses including, but not limited to, the City's reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

ARTICLE II - REPRESENTATIONS AND WARRANTIES

A. The Contractor represents and warrants to the City that:

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

2. The Contractor has 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. The Contractor 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 the Contractor, its employees, or its subcontractors in the performance of this Agreement;

4. The Contractor is not under any obligation to any other person that is inconsistent or in conflict with this Agreement or that could prevent, limit, or impair the Contractor's performance of this Agreement;

5. The Contractor 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. The Contractor is not in breach of any federal, state, or local statute or regulation applicable to the Contractor or its operations;

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

8. The Contractor has read and fully understands this Agreement and is executing this Agreement willingly and voluntarily; and

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

B. *Convicted Felon Statement.* The Contractor complies with City Code § 2-8(c) and no principal, member, or officer of the Contractor has, within the preceding 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.* The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

D. *Employee Verification.* The Contractor 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 the Contractor 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 the Contractor being ineligible for any public contract for a period of 3 years from the date the violation is discovered. The Contractor 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. The Contractor 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 the Contractor fails to provide such the requested affidavit or violates any provision of this paragraph.

E. The Contractor acknowledges that the City is relying on these representations and warranties and Contractor's expertise, skill, and knowledge and that the Contractor's 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 Mayor's Office (the "**Department**");
2. Provide the Contractor any documents deemed necessary for the Contractor's performance of any work required under this Agreement; and
3. Provide access to Department personnel to discuss the required services during normal working hours, as requested by the Contractor.

B. **Payment.** Unless otherwise agreed to by the City, the payment terms are NET 30 days upon the Contractor's delivery and the City's acceptance of the services contemplated in this Agreement and/or upon the City's receipt of the properly submitted, complete, and accurate invoice via the City's supplier portal. The City will make payments to the Contractor at the rate of compensation established in this Agreement based upon the Contractor's certified invoices, except:

1. The City's obligation to pay is contingent upon the Contractor's: (a) submission of a complete and accurate invoice; (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 the Contractor against any amounts deemed by the City to be owed to the City by the Contractor pursuant this Agreement; and
4. All compensation owed to the Contractor 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 the Contractor 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 the any 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 the Contractor or its subcontractors; or the City is not expressly obligated to pay under this Agreement.
6. If this Agreement is terminated for any reason, the City will pay the Contractor only for the work requested by the City and satisfactorily performed by the Contractor through the date of termination, except as otherwise provided in this Agreement.

ARTICLE IV - COMPENSATION

A. **Rate of Compensation.**

1. The City will pay the Contractor in accordance with the following rate:

SERVICE	TOTAL
Creative Design and Pre-Press Fee <i>(per flight, includes 3 rounds of material edits per flight, \$250 per additional material edit round)</i>	\$2,500.00 Per Flight/ \$30,000 Total
Consulting Fee <i>(one time fee for voter file analysis, universe segmentation, ongoing program strategic guidance)</i>	\$5,000.00

2. 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.

3. The stated compensation is inclusive, and includes no additional amounts for, the Contractor's costs, including without limitation all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, record retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Agreement. The City will not consider or be obligated to pay or reimburse the Contractor any other charges or fees and the Contractor will not be entitled to any additional compensation or reimbursement, except otherwise specifically provided in the Agreement.

4. The Contractor immediately will notify the City in writing of any reduction to the rate of compensation for its most favored customer and the rate of compensation established by this Agreement automatically will 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 \$15,000.00.

C. Cost Recovery. In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations."

ARTICLE V - DURATION AND TERMINATION

A. Term. The term of this Agreement shall be for 1 year, beginning the Effective Date (January 1, 2023), and expiring December 31, 2023, 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. Termination for Convenience. The City may terminate this Agreement at any time during the term of the Agreement by giving the Contractor written notice of the termination at least 30 calendar days before the intended date of termination.

C. Termination for Non-Appropriation. This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the

requirement of notice and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

D. *Termination for Cause.* The City may terminate this Agreement immediately for cause by sending written notice to the Contractor. “Cause” includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City’s Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

E. *Suspension.* The City may suspend this Agreement at any time and for any reason by giving 2 business day’s written notice to the Contractor. The Contractor will resume work upon 5 business day’s written notice from the City.

ARTICLE VI - PERFORMANCE MEASURES

A. *Factors.* The City will measure the performance of the Contractor according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

B. *Failure to Perform.* If the Contractor fails to perform according to the Agreement, the City will notify the Contractor. If there is a continued lack of performance after notification, the City may declare the Contractor in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting contractor for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting contractor.

ARTICLE VII - NON-DISCRIMINATION

A. *Equal Employment Opportunity.* In all hiring or employment made possible by, or resulting from this Agreement, the Contractor (1) will not be discriminate against any employee or applicant for employment because of race, 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 the Contractor’s 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, the Contractor will not discriminate on the basis, whether in fact or perception, of a person’s race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner

status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Contractor in any of Contractor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

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

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

ARTICLE VIII - INDEPENDENT CONTRACTOR

A. *Independent Contractor Status.* The Contractor is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

B. *Exclusion of Worker's Compensation Coverage.* The City will not be liable to the Contractor, as an independent contractor as defined in La. R.S. 23:1021(7), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Contractor will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. *Exclusion of Unemployment Compensation Coverage.* The Contractor, as an independent contractor, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(12)(E) and neither the Contractor nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) the Contractor has been and will be free from any control or direction by the City over the performance of the services covered by this contract; (b) the services to be performed by the Contractor are outside the normal course and scope of the City's usual business; and (c) the Contractor has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

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

ARTICLE IX - NOTICE

A. *In General.* Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the City:

Mayor's Office

City of New Orleans
1300 Perdido Street, 2nd Floor
New Orleans, LA 70112

&

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

2. To the Contractor:

Mercury LLC
200 Varick Street, Suite 600
New York, NY 10014

&

Vincent Barber
312 Olivier Street
New Orleans, LA 70114

B. Effectiveness. Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

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

ARTICLE X - FORCE MAJEURE

A. Event. An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of City, provided such event was not caused by the negligence or misconduct of City, by the failure of City to comply with applicable laws, or by the breach of this Agreement.

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

C. Effect.

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

a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of

time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Contractor must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or

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

ARTICLE XI - ADDITIONAL PROVISIONS

A. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

B. Assignment. This Agreement and any part of the Contractor's interest in it are not assignable or transferable without the City's prior written consent.

C. 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. (i) The Contractor agrees to adhere to the City's hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, Contractor must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary. (ii) Failure to maintain compliance with the City's hiring requirements throughout the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of any such breach, the City will provide the Contractor notice of noncompliance and allow Contractor thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the Contractor remains noncompliant, the City may move to suspend payments to Contractor, void the Agreement, or take any such legal action permitted by law or this Agreement. (iii) This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and the remaining provisions of the Agreement will remain in full force and effect. (iv) The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

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

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 the Contractor on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

G. 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.

H. Jurisdiction. The Contractor consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the Contractor.

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

J. 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.

K. Non-Exclusivity. This Agreement is non-exclusive and the Contractor may provide services to other clients, subject to the City's approval of any potential conflicts with the performance of this Agreement and the City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

L. Non-Waiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

M. Order of Documents. In the event of any conflict between the provisions of this Agreement any incorporated documents, the terms and conditions of the documents will apply in this order: the Agreement.

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

O. Prohibition on Political Activity. None of the funds, materials, property, or services

provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

P. 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.

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

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

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

ARTICLE XII – 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 XIII - ELECTRONIC SIGNATURE AND DELIVERY

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

[SIGNATURES CONTAINED ON NEXT PAGE]

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

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

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ of _____, 2023.

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

MERCURY LLC

BY: _____
JAKE DILEMANI, PARTNER

FEDERAL TAX I.D.

[END OF AGREEMENT]



Mercury

City of New Orleans

Direct Mail Services Proposal

January 1, 2023

Overview

Mercury has the experience and expertise to successfully provide strategic guidance on a constituent outreach communications program. Our communications and campaign experts have a winning track record that includes work on behalf of municipalities, non-partisan advocacy groups, political party committees, and PACs promoting voter turnout and citizen engagement among other successful endeavors. Our team is prepared for and excited by the opportunity to work with Mayor LaToya Cantrell and her team.

Mercury will work with Mayor Cantrell's team on developing a comprehensive communication strategy to promote the current administration's successes and reinforce the positive, citizen-first directive voters gave the administration upon election.

Mercury's approach to public affairs and constituent service campaigns is comprehensive and tactic-neutral. That is, the tactics we use to fulfill our strategy on behalf of our clients are reflective of what it takes to win rather than a preconceived notion of what we think we should do.

Mercury is recommending a direct mail campaign that establishes the Mayor as a credible leader who is dedicated to the city and its future success. We will work to develop an overall message within a strategic timeframe and effectively weave it through your team's complementary paid and earned communications.

Direct Mail Capabilities



Mercury will create, produce and deliver highly targeted direct mail with crisp designs and clear messaging that builds public support and reinforces the messaging coming out of City Hall. Our in-house direct mail team is accustomed to managing print and mail programs from start to finish and meeting rapid deadlines on time.

Our strength is in prioritizing the most persuasive messages, identifying the most influential audiences and timing communications correctly to maximize impact and frequency, all while minimizing cost. It is an efficient and effective tool to reach your constituents and to deliver a concise and consistent message.

For a robust, effective mail program, we recommend a 10-13 flight program. It is likely that this effort will communicate both broadly to a larger audience as well as micro-target smaller universes, giving us the opportunity to tailor specific messaging to these targeted audiences.

3

Our Process



From start to finish, Mercury will work with your communications team to identify key messaging and narratives to be communicated to constituents through a direct mail program. We'll help your team identify key wins, upcoming projects, and achievements the Administration has delivered for the people of New Orleans and design eye-catching visual themes to brand the effort, creating consistency and reinforcing your message.

Narrative Creation: Mercury will write and design all direct mail pieces and print materials, advise on target universes and audience segmentation, and work with your local printer in accordance with an agreed timeline to meet your goals.

4

Universes & Audience Segmentation

For our Main Universe, we recommend a preliminary voter screen of all voters who've voted in at least two odd-year municipal elections since and including 2017. This gives us a preliminary universe of 82,327 voters in 65,288 unique households. The demographics of this universe include:

- 59% Female / 41% Male
- 56% African American, 38% Caucasian
- 38% age 65+, 20% age 55-64, 25% age 35-54

We recommend a combination of citywide flights and geographic sub-universe flights to showcase neighborhood-specific accomplishments. After consultation with your team, should it be necessary to further segment universes, we have the ability to refine the targeting based upon a host of demographic considerations, including race, ethnicity, age, and gender.

Lastly, the Main Universe identified above is a starting point. We would discuss this with your team to ascertain the most strategically beneficial audience.

Preliminary Universe

82,327 voters

65,288 households



5

Case Study 1

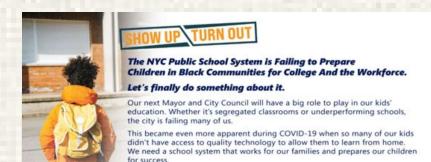
Show Up Turn Out – Helping Elect NYC Mayor Eric Adams

Leaders from the National Action Network, National Urban League, and NAACP chose Mercury to design and execute a voter education and mobilization program targeting 123,202 low-propensity Black voters in New York City for the 2021 Primary Elections to help elect Mayor Eric Adams.

Converting these voters into local primary voters would be key to empowering their communities in local and citywide elections. Through a combination of direct mail, absentee ballot chase programs, live phone calls, text messages, radio and television advertising, digital ads, and digital influencers, we conveyed the importance of voting through the narrative of "if you want the city you deserve, you must show up and turn out" across multiple issue themes.

Mercury's program achieved incredible results. This program took voters with zero history of voting in local primary elections and converted 44.6% of them. This level of success had heretofore been unheard of until this effort, and it was the first of its kind within the City of New York. The addition of 55,006 new voters significantly contributed to 2021's highest primary turnout in recent history and undeniably impacted the outcome of the mayoral contest and nearly a dozen city council races.

SHOW UP TURN OUT



www.ShowUpTurnOut.com STAY CONNECTED - FOLLOW US ON SOCIAL MEDIA: [Facebook](#) [Twitter](#) [Instagram](#) /showupturnout

6

Case Study 2

Voters of Color – Helping Elect NYC Mayor Eric Adams

In addition to Show Up, Turn Out, Mercury also worked with the NAACP, Asian American Federation, and the Hispanic Federation to increase turnout among Black, Asian, and Hispanic New Yorkers in the June 2021 Primary election. Our charge was to boost turnout among these demographic cohorts in what was shaping up to be a very consequential election as the city, along with the world, began looking to life after COVID and the serious challenges ahead.

Mercury designed a likely voter model that targeted voters who had a history of voting in primary elections but were not considered top "primes." We communicated with our target audiences the importance of voting, mainly by highlighting the critical issues of concern to the respective communities.

Mercury's program achieved significant and measurable results showing a boost in turnout among our target voters:

- Black target voters in this program turned out at a 3.87% higher rate than Black primes not within our program.
- Among Asian American target voters, turnout increased by 88% between 2013 (the last competitive mayoral primary election) and 2021, a huge jump compared to the rest of the electorate.
- Among Hispanic target voters, turnout increased by 34% from 2013 to 2021.



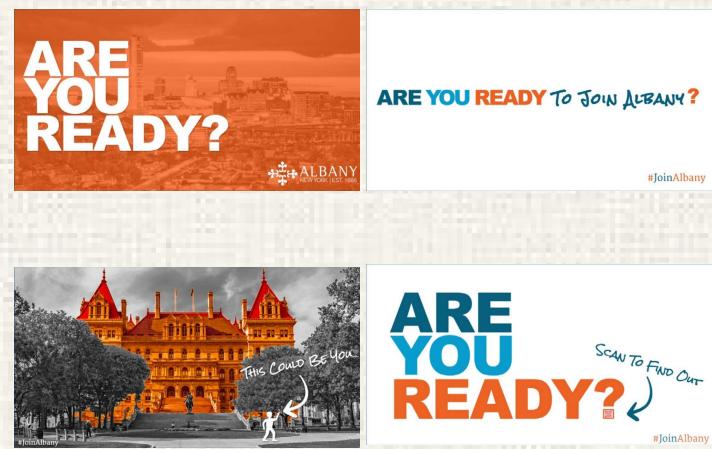
7

Case Study 3

City of Albany

Mercury is working with the City of Albany to design and implement a digital and print advertising campaign to aide in the City's employee recruitment and retention efforts. In order to increase publicity around the benefits of living and working in Albany, we are building an audience among journalists, influencers and the general public. We are doing this through three key objectives:

- Create and implement a digital and print advertising campaign that highlights the benefits of living and working in the City of Albany;
- Engage key public and private sector stakeholders in Albany to talk about why the city is a great place to live, work, play, raise a family and retire;
- Engage the press to create a positive public perception of the City for future growth and to position it as the place to be; and
- Use the positive press and goodwill generated by the City to assist in the subsequent implementation of a Join Albany recruitment campaign



8

Case Study 4

National Black Empowerment Council

Mercury partnered with the National Black Empowerment Council in developing a voter education and mobilization campaign focused on engaging the African American communities in key Michigan congressional districts.

Our objective was to increase turnout among previously disenfranchised and unlikely voting blocks in the Detroit Metro Area.

Our messaging was framed around key issues and voter education including early voting, vote by mail, and election day turnout. Mercury produced five individual flights that featured "Why We Vote", Public Safety, Early Voting, Healthcare/Rx Drug costs, and GOTV messaging.

Mercury's program increased turnout among our targeted voters by 12% from the 2020 primary election and 33% from the 2018 primary election.



EMPOWER THE NEXT GENERATION OF LEADERS

Innovators and Entrepreneurs Get Their Start in Communities Like Ours, Let's Lift Them Up



Investing in our children's education is the first step to empowering the next generation.

Creating safe places for community members to innovate, test, and create.

Providing resources to small business owners to grow and expand their services and products.

WE CAN SUPPORT THE NEXT GENERATION RIGHT HERE IN OUR COMMUNITY, BUT WE MUST SHOW UP AND TURN OUT ON AUGUST 2.

9

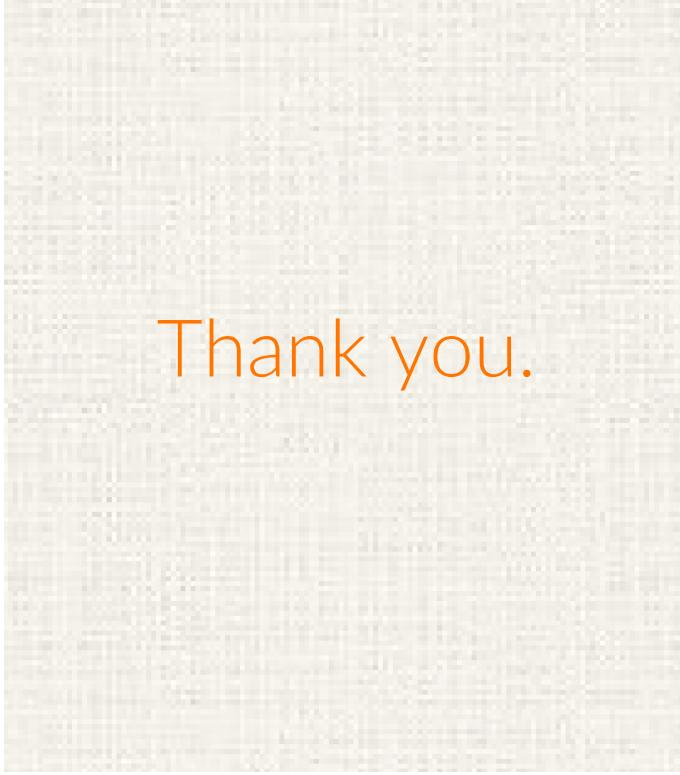
Budget

For the purposes of a sample budget, the sample program provided within this proposal allows for a robust level of audience saturation and message penetration.

This sample program and budget, however, does not indicate that we cannot achieve meaningful results at reduced budget tiers.

Proposed Budget	
SERVICE	TOTAL
Creative Design and Pre-Press Fee (per flight, includes 3 rounds of <u>material edits</u> per flight, \$250 per additional material edit round)	\$2,500.00 Per Flight/ \$15,000 Total
TOTAL BUDGET	\$15,000.00

10



Thank you.

Jake Dilemani
jdilemani@mercuryllc.com

212-681-1380

200 Varick Street
Suite 600
New York, NY

mercuryllc.com

From: Austin P. Wilty
To: Mary G. Pettingill; Lesley E Thomas
Cc: Tracy L. Tyler; Breayana S Bradley; Gregory A Joseph
Subject: RE: signature for contract
Date: Monday, January 30, 2023 11:42:41 AM
Attachments: Mercury LLC (APW 1.27.2023).docx
image001.png
image002.png
image003.png
image004.png

Yes, I updated Article V on p. 10 of 17.

Thanks,

Austin P. Wilty

Assistant City Attorney

City of New Orleans | Law Department
1300 Perdido St., Suite 5E03 | New Orleans, LA 70112
O: 504.658.9839 | F: 504.658.9868
apwilty@nola.gov

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From: Mary G. Pettingill <Mgpettingill@nola.gov>
Sent: Monday, January 30, 2023 11:33 AM
To: Austin P. Wilty <apwilty@nola.gov>; Lesley E Thomas <Lesley.Thomas@nola.gov>
Cc: Tracy L. Tyler <Tltyler@nola.gov>; Breayana S Bradley <Breayana.Bradley@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>
Subject: RE: signature for contract

Austin,
Does the contract need to be changed?
Mary

Mary Gallwey Pettingill
Office of Mayor LaToya Cantrell
City of New Orleans
1300 Perdido St. Suite 2E04
New Orleans, LA 70112
504-658-4921

From: Austin P. Wilty <apwilty@nola.gov>
Sent: Monday, January 30, 2023 11:06 AM
To: Lesley E Thomas <Lesley.Thomas@nola.gov>; Mary G. Pettingill <Mgpettingill@nola.gov>
Cc: Tracy L. Tyler <Tltyler@nola.gov>; Breayana S Bradley <Breayana.Bradley@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>
Subject: RE: signature for contract

Hi Mary,

Looping you in, as Lesley and I just spoke about what it would take for the Mayor's Office to use the Mercury PSA (MK23-053 ; 4462) that is currently routing in BRASS instead of having to create two new entries. To that end, it is my understanding you can tweak the Expiration Date under the "Contract" tab, if you go to Manage Date Changes and change the Expiration Date from 12/9/2023 to 12/31/2022 (see below).

Contract	
Purchase Type Information	Contract Group 100 - City of New Orleans
Purchase Type Defaults	Contract Name 4462 Mercury Public Affairs LLC
Articles	
Lines *	Description
Rebates	
Related References (2)	Contract Type *
Contacts (1)	SERVICE
Comments (1)	Contract Subtype
Attachments (10)	Effective Date Expiration Date Review Date
Retainage	12/9/2022 12/8/2023 Manage Date Changes
...	

Otherwise, I believe everything else is staying the same. If there is any thing else you can think of which would need to change, please let me know.

Thanks,

Austin P. Wilty

Assistant City Attorney

City of New Orleans | Law Department
1300 Perdido St., Suite 5E03 | New Orleans, LA 70112
O: 504.658.9839 | F: 504.658.9868
apwilty@nola.gov

Exhibit C5

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From: Austin P. Wilty
Sent: Monday, January 30, 2023 10:36 AM
To: Lesley E Thomas <Lesley.Thomas@nola.gov>
Cc: Tracy L. Tyler <Tltyler@nola.gov>; Breayana S Bradley <Breayana.Bradley@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>; Norman L. White <Norman.White@nola.gov>; Julien P. Meyer <Jpmeyer@nola.gov>
Subject: RE: signature for contract

Please see Appendix E attached for a list of the required supporting documents for each type of contract, including Professional Service Agreements ("PSA"). In addition to the supporting documents identified, you will also need Mercury LLC to complete/notarize the Ban-the-Box Affidavit, which is attached for your convenience.

Lastly, as it is relates to the 2023 PSA less than \$15K, please request a separate proposal/quote for the 2nd quote to reflect that it is a separate contract.

Thanks,

Austin P. Wilty
Assistant City Attorney
City of New Orleans | Law Department
1300 Perdido St., Suite 5E03 | New Orleans, LA 70112
O: [504.658.9839](tel:504.658.9839) | F: [504.658.9868](tel:504.658.9868)
apwilty@nola.gov

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From: Lesley E Thomas <Lesley.Thomas@nola.gov>
Sent: Monday, January 30, 2023 10:28 AM
To: Austin P. Wilty <apwilty@nola.gov>; Julien P. Meyer <Jpmeyer@nola.gov>
Cc: Tracy L. Tyler <Tltyler@nola.gov>; Breayana S Bradley <Breayana.Bradley@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>; Norman L. White <Norman.White@nola.gov>
Subject: RE: signature for contract

GM Austin, are there any additional documents needed from the Communications Office for the routing of both contracts?

Please advise. Thanks.

Lesley E. Thomas
Deputy Director of Communications
Office of Mayor LaToya Cantrell
City of New Orleans | 1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112
Lesley.Thomas@nola.gov | 504.658.4951 (o) | 504.758.2916 (c) | 504.658.4938 (f)



City of New Orleans
Mayor LaToya Cantrell

From: Austin P. Wilty <apwilty@nola.gov>
Sent: Friday, January 27, 2023 3:10 PM
To: Julien P. Meyer <Jpmeyer@nola.gov>
Cc: Tracy L. Tyler <Tltyler@nola.gov>; Breayana S Bradley <Breayana.Bradley@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>; Lesley E Thomas <Lesley.Thomas@nola.gov>; Norman L. White <Norman.White@nola.gov>
Subject: RE: signature for contract

Thank you, Julien.

Austin P. Wilty
Assistant City Attorney
City of New Orleans | Law Department
1300 Perdido St., Suite 5E03 | New Orleans, LA 70112
O: [504.658.9839](tel:504.658.9839) | F: [504.658.9868](tel:504.658.9868)
apwilty@nola.gov

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From: Julien P. Meyer <Jpmeyer@nola.gov>
Sent: Friday, January 27, 2023 3:08 PM
To: Austin P. Wilty <apwilty@nola.gov>
Cc: Tracy L. Tyler <Tltyler@nola.gov>; Breayana S Bradley <Breayana.Bradley@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>; Lesley E Thomas <Lesley.Thomas@nola.gov>; Norman L. White <Norman.White@nola.gov>
Subject: RE: signature for contract

Good afternoon Austin,

My direction to Greg in December (relayed to Lesley this week) was indeed to enter into a PSA for the month of December 2022 for a maximum of \$15K. To comply with the policy in place (the one that you referenced), his office could do another PSA for \$15K max for 1 year max in 2023. Beyond \$15K, we will need to release an RFP.

nd

As Tracy reminded me, there also should be a separate proposal/quote for the 2 quote to reflect that it is a separate contract.

Best,
Julien
Julien Meyer
Chief Procurement Officer
Office of Procurement/Bureau of Purchasing
City of New Orleans
1300 Perdido Street, Suite 4w07
New Orleans, Louisiana 70112
Telephone: (504) 658-1550 (main line)

If you wish to do business with the City of New Orleans, visit our supplier portal and register for free at: https://nolaprod-lm01.cloud.infor.com/lmcsf/SupplyManagementSupplier/land/99-22_csk_SupplierGroup=100

Also visit our webpage at: <https://nola.gov/purchasing/>

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Please be advised any information provided to the City of New Orleans may be subject to disclosure under the Louisiana Public Records Law. Information contained in any correspondence, regardless of its source, may be a public record subject to public inspection and reproduction in accordance with the Louisiana Public Records Law, La. Rev. Stat. 44:1 et seq.

From: Austin P. Wilty <apwilty@nola.gov>
Sent: Friday, January 27, 2023 2:49 PM
To: Julien P. Meyer <jpmeier@nola.gov>
Cc: Tracy L. Tyler <tltyler@nola.gov>; Breayana S Bradley <Breayana.Bradley@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>; Lesley E Thomas <Lesley.Thomas@nola.gov>; Norman L. White <Norman.White@nola.gov>
Subject: RE: signature for contract

Hi Julien,

Per my conversation with Lesley Thomas, who is copied, it is my understanding that your offices met and that you are amenable to the Mayor's Office of Communications routing one PSA for \$15K with a term extending from December 9, 2022, through December 31, 2022, followed by another PSA for \$15K with a term extending from January 1, 2023, through December 31, 2023, based on the "letter of the law", specifically as it relates to CAO Policy 8R (see attached and excerpt below).

For professional services contracts with a total of \$15,000 or less, the User Entity, through its department head, shall issue a written justification proposing a contractor or a selection of contractors for the services sought, which justification shall be routed in ECMS in accordance with CAO Policy Memorandum 122(R). A User Entity may only contract with particular professional services contractor for up to a total of \$15,000 per calendar year without competitive selection as set forth in MCL 10-05. Nothing contained herein shall preclude the use of the competitive selection process for any professional services.

That said, if you could **please confirm the foregoing in writing via email**, then when the PSA for \$15K currently routing in BRASS reaches my queue, I will upload the updated draft with a term extending from December 9, 2022, through December 31, 2022 (see attached), and Lesley can also create a new entry in BRASS using the PSA for \$15K for 2023 (see attached) because the supporting docs should still be up to date.

Please know that I am available if you have any questions or concerns or if you need additional information.

Kind regards,

Austin P. Wilty
Assistant City Attorney
City of New Orleans | Law Department
1300 Perdido St., Suite 5E03 | New Orleans, LA 70112
O: [504.658.9839](tel:504.658.9839) | F: [504.658.9868](tel:504.658.9868)
apwilty@nola.gov

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From: Austin P. Wilty
Sent: Wednesday, January 25, 2023 2:33 PM
To: Lesley E Thomas <Lesley.Thomas@nola.gov>; Gregory Joseph <Gregory.Joseph@nola.gov>; Breayana S Bradley <Breayana.Bradley@nola.gov>
Cc: Tracy L. Tyler <tltyler@nola.gov>; Julien P. Meyer <jpmeier@nola.gov>
Subject: RE: signature for contract

Hi Lesley,

Per our discussion, please connect with Julien Meyer, Chief Procurement Officer, who is copied on this email and whose contact info is provided below, regarding your office's desire to enter into a PSA less than or equal to \$15K for December 2022 and another PSA less than or equal to \$15K in 2023 with the same vendor (Mercury LLC).

Julien Meyer
Chief Procurement Officer
Office of Procurement/Bureau of Purchasing
City of New Orleans
1300 Perdido Street, Suite 4w07
New Orleans, Louisiana 70112
Telephone: (504) 658-1550 (main line)

Kind regards,

Austin P. Wilty

Assistant City Attorney

City of New Orleans | Law Department
1300 Perdido St., Suite 5E03 | New Orleans, LA 70112
O: [504.658.9839](tel:504.658.9839) | F: [504.658.9868](tel:504.658.9868)
apwilty@nola.gov

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Please advise on a time that you are available. Thanks!

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Office of Mayor LaToya Cantrell

City of New Orleans | 1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112

Lesley.Thomas@nola.gov | 504.658.4951 (o) | 504.758.2916 (c) | 504.658.4938 (f)



City of New Orleans

Mayor LaToya Cantrell

From: Austin P. Wilty <apwilty@nola.gov>

Sent: Tuesday, January 24, 2023 12:43 PM

To: Breayana S Bradley <Breayana.Bradley@nola.gov>

Cc: Lesley E Thomas <Lesley.Thomas@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>; Mary G. Pettingill <Mgpettingill@nola.gov>; Tracy L. Tyler <Tltyler@nola.gov>; Julien P. Meyer <Jpmeyer@nola.gov>

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Mercury.

Carolyn Riggs
Vice President
200 Varick Street, Suite 600
New York, NY 10014
www.mercuryllc.com

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From: [Austin P. Wilty](#)
To: [Julien P. Meyer](#)
Cc: [Tracy L. Tyler](#); [Breayana S Bradley](#); [Gregory A Joseph](#); [Lesley E Thomas](#); [Norman L. White](#)
Subject: RE: signature for contract
Date: Friday, January 27, 2023 2:48:39 PM
Attachments: [image001.png](#)
[image002.png](#)
[No-8-\(1\)-Professional-Services-Contracts \(2\).pdf](#)
[Image003.jpg](#)
[Mercury LLC \(APW 1.27.2023\).docx](#)
[2023 PSA Mercury LLC \(APW 1.27.2023\).docx](#)

Hi Julien,

Per my conversation with Lesley Thomas, who is copied, it is my understanding that your offices met and that you are amenable to the Mayor's Office of Communications routing one PSA for \$15K with a term extending from December 9, 2022, through December 31, 2022, followed by another PSA for \$15K with a term extending from January 1, 2023, through December 31, 2023, based on the "letter of the law", specifically as it relates to CAO Policy 8R (see attached and excerpt below).

For professional services contracts with a total of \$15,000 or less, the User Entity, through its department head, shall issue a written justification proposing a contractor or a selection of contractors for the services sought, which justification shall be routed in ECMS in accordance with CAO Policy Memorandum 122(R). A User Entity may only contract with particular professional services contractor for up to a total of \$15,000 per calendar year without competitive selection as set forth in MJL 10-05. Nothing contained herein shall preclude the use of the competitive selection process for any professional services.

That said, if you could **please confirm the foregoing in writing via email**, then when the PSA for \$15K currently routing in BRASS reaches my queue, I will upload the updated draft with a term extending from December 9, 2022, through December 31, 2022 (see attached), and Lesley can also create a new entry in BRASS using the PSA for \$15K for 2023 (see attached) because the supporting docs should still be up to date.

Please know that I am available if you have any questions or concerns or if you need additional information.

Kind regards,

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Cc: Gregory Joseph <gregory.a.joseph@gmail.com>; Breayana S Bradley <Breayana.Bradley@nola.gov>; Jake Dilemani (Mercury) <jidlemani@mercuryllc.com>
Subject: Re: signature for contract

Thanks, Mary. Jake will get a scanned copy back to you shortly.

.....
Mercury.

Carolyn Riggs
Vice President
200 Varick Street, Suite 600
New York, NY 10014
www.mercuryllc.com

From: Mary G. Pettingill <Mgpettingill@nola.gov>
Sent: Tuesday, January 24, 2023 12:34 PM
To: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>
Cc: Gregory Joseph <gregory.a.joseph@gmail.com>; Breayana S Bradley <Breayana.Bradley@nola.gov>
Subject: signature

Carolyn
Can you have the attached signed in BLUE ink and scan back to me at your earliest convenience.
Thank You
Mary

Mary Gallwey Pettingill
Office of Mayor LaToya Cantrell
City of New Orleans
1300 Perdido St. Suite 2E04
New Orleans, LA 70112
504-658-4921

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From: [Lesley E Thomas](#)
To: [Julien P. Meyer](#)
Cc: [Tracy L. Tyler](#); [Gregory A Joseph](#); [Kai L. Wells](#); [Tiffany Crawford](#)
Subject: Re: signature for contract
Date: Thursday, January 26, 2023 4:48:13 PM
Attachments: [image001.png](#)
[image002.png](#)

Hi Julien, as a follow up to our discussion this morning, please advise us on how to move forward.

Thanks.

Lesley E. Thomas
Deputy Director
Mayor's Office of Communications
lesley.thomas@nola.gov
(504) 758-2916

From: Lesley E Thomas <Lesley.Thomas@nola.gov>
Sent: Thursday, January 26, 2023 9:31 AM
To: Julien P. Meyer <Jpmeyer@nola.gov>
Cc: Tracy L. Tyler <Tltyler@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>; Kai L. Wells <klwells@nola.gov>; Tiffany Crawford <Tiffany.Crawford@nola.gov>
Subject: RE: signature for contract

Hi Julien, I prefer to speak directly with you as your team has referred me to you for a solution. Is this possible even for a couple minutes?

Lesley E. Thomas
Deputy Director of Communications
Office of Mayor LaToya Cantrell
City of New Orleans | 1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112
Lesley.Thomas@nola.gov | 504.658.4951 (o) | 504.758.2916 (c) | 504.658.4938 (f)



From: Julien P. Meyer <Jpmeyer@nola.gov>
Sent: Thursday, January 26, 2023 9:28 AM
To: Lesley E Thomas <Lesley.Thomas@nola.gov>
Cc: Tracy L. Tyler <Tltyler@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>; Kai L. Wells <klwells@nola.gov>; Tiffany Crawford <Tiffany.Crawford@nola.gov>
Subject: RE: signature for contract

Good morning Lesley,

If I can't call you this morning, I will get someone from my team to call you.

Best,
Julien
Julien Meyer
Chief Procurement Officer
Office of Procurement/Bureau of Purchasing
City of New Orleans
1300 Perdido Street, Suite 4w07
New Orleans, Louisiana 70112
Telephone: (504) 658-1550 (main line)

If you wish to do business with the City of New Orleans, visit our supplier portal and register for free at: https://nolaprod-lm01.cloud.infor.com/lmcsf/SupplyManagementSupplier/land/99-22_csk_SupplierGroup=100

Also visit our webpage at: <https://nola.gov/purchasing/>

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From: Lesley E Thomas <Lesley.Thomas@nola.gov>
Sent: Wednesday, January 25, 2023 2:39 PM
To: Julien P. Meyer <Jpmeyer@nola.gov>
Cc: Tracy L. Tyler <Tltyler@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>
Subject: FW: signature for contract

Hi Julien, please give me a call as soon as you are available to speak about the Mercury Contract for Communications.

Thanks,

Lesley E. Thomas
Deputy Director of Communications
Office of Mayor LaToya Cantrell
City of New Orleans | 1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112
Lesley.Thomas@nola.gov | 504.658.4951 (o) | 504.758.2916 (c) | 504.658.4938 (f)



From: Austin P. Wilty <apwilty@nola.gov>

Sent: Wednesday, January 25, 2023 2:33 PM
To: Lesley E Thomas <Lesley.Thomas@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>; Breayana S Bradley <Breayana.Bradley@nola.gov>
Cc: Tracy L. Tyler <Tltyler@nola.gov>; Julien P. Meyer <Jpmeyer@nola.gov>
Subject: RE: signature for contract

Hi Lesley,

Per our discussion, please connect with Julien Meyer, Chief Procurement Officer, who is copied on this email and whose contact info is provided below, regarding your office's desire to enter into a PSA less than or equal to \$15K for December 2022 and another PSA less than or equal to \$15K in 2023 with the same vendor (Mercury LLC).

Julien Meyer
Chief Procurement Officer
Office of Procurement/Bureau of Purchasing
City of New Orleans
1300 Perdido Street, Suite 4w07
New Orleans, Louisiana 70112
Telephone: (504) 658-1550 (main line)

Kind regards,

Austin P. Wilty
Assistant City Attorney
City of New Orleans | Law Department
1300 Perdido St., Suite 5E03 | New Orleans, LA 70112
O: [504.658.9839](tel:504.658.9839) | F: [504.658.9868](tel:504.658.9868)
apwilty@nola.gov

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From: Lesley E Thomas <Lesley.Thomas@nola.gov>
Sent: Wednesday, January 25, 2023 1:47 PM
To: Austin P. Wilty <apwilty@nola.gov>
Subject: RE: signature for contract

Austin, can we meet today to discuss the Mercury contract dollar amount and next steps?

Please advise on a time that you are available. Thanks!

Lesley E. Thomas
Deputy Director of Communications
Office of Mayor LaToya Cantrell
City of New Orleans | 1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112
Lesley.Thomas@nola.gov | 504.658.4951 (o) | 504.758.2916 (c) | 504.658.4938 (f)



City of New Orleans
Mayor LaToya Cantrell

From: Austin P. Wilty <apwilty@nola.gov>
Sent: Tuesday, January 24, 2023 12:43 PM
To: Breayana S Bradley <Breayana.Bradley@nola.gov>
Cc: Lesley E Thomas <Lesley.Thomas@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>; Mary G. Pettingill <Mgpettingill@nola.gov>; Tracy L. Tyler <Tltyler@nola.gov>; Julien P. Meyer <Jpmeyer@nola.gov>
Subject: RE: signature for contract

Hi Bree,

Apologies that you were not included on the previous email, but there is a \$15K cap on the entire engagement. Please be advised that our office has previously opined that we are to route one PSA less than \$15K with a term extending from December 9, 2022, through December 8, 2023, as we were told that services commenced on December 9, 2022.

For your convenience, I have copied the original email from Tracy Tyler, Chief Deputy of Contracts below. Please let me know if you have any questions or concerns or if you need additional information.

From: Tracy L. Tyler <tltyle@nola.gov>
Sent: Tuesday, January 10, 2023 11:52 AM
To: Austin P. Wilty <apwilty@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>
Cc: Andrew Gregorian <gregorian@nola.gov>; Mary G. Pettingill <Mgpettingill@nola.gov>
Subject: RE: Proposal - Privileged and Confidential

Austin –

I do not have a comfort level with separating the two agreements as same appear to be merely a mechanism to circumvent the City's procurement rules. Let's plan to discuss tomorrow during our Contracts Team Meeting.

Tracy

Tracy L. Tyler
Chief Deputy City Attorney
City of New Orleans - Law Department
1300 Perdido Street, Room 5E03
New Orleans, LA 70112
O: 504.658.9800 | F: 504.658.9868



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Austin P. Wilty
Assistant City Attorney
City of New Orleans | Law Department
1300 Perdido St., Suite 5E03 | New Orleans, LA 70112
O: [504.658.9839](tel:504.658.9839) | F: [504.658.9868](tel:504.658.9868)
apwilty@nola.gov

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From: Breayana S Bradley <Breayana.Bradley@nola.gov>
Sent: Tuesday, January 24, 2023 12:31 PM
To: Austin P. Wilty <apwilty@nola.gov>
Cc: Lesley E Thomas <Lesley.Thomas@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>
Subject: Fw: signature for contract

Please advise on the highlighted text?

Thanks
Bree

From: Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>
Sent: Tuesday, January 24, 2023 11:45 AM
To: Mary G. Pettingill <Mgpettingill@nola.gov>; Carolyn Riggs (Mercury) <criggs@mercuryllc.com>
Cc: Gregory Joseph <gregory.a.joseph@gmail.com>; Breayana S Bradley <Breayana.Bradley@nola.gov>
Subject: RE: signature for contract

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Really need to get final clarity on this today so we can determine how the program will look.
Please advise, thanks.

From: Jake Dilemani (Mercury)
Sent: Tuesday, January 24, 2023 12:34 PM
To: Mary G. Pettingill <Mgpettingill@nola.gov>; Carolyn Riggs (Mercury) <criggs@mercuryllc.com>
Cc: Gregory Joseph <gregory.a.joseph@gmail.com>; Breayana S Bradley <Breayana.Bradley@nola.gov>
Subject: RE: signature for contract

Is this a \$15k total cap on for the entire engagement, or a \$15k per year cap?

From: Mary G. Pettingill <Mgpettingill@nola.gov>
Sent: Tuesday, January 24, 2023 12:27 PM
To: Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>; Carolyn Riggs (Mercury) <criggs@mercuryllc.com>
Cc: Gregory Joseph <gregory.a.joseph@gmail.com>; Breayana S Bradley <Breayana.Bradley@nola.gov>
Subject: RE: signature for contract

Mary Gallwey Pettingill
Office of Mayor LaToya Cantrell
City of New Orleans
1300 Perdido St. Suite 2E04
New Orleans, LA 70112
504-658-4921

From: Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>

Sent: Tuesday, January 24, 2023 11:26 AM
To: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>; Mary G. Pettingill <Mgpettingill@nola.gov>
Cc: Gregory Joseph <gregory.a.joseph@gmail.com>; Breayana S Bradley <Breayana.Bradley@nola.gov>
Subject: RE: signature for contract

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Please send the attachment.

From: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>
Sent: Tuesday, January 24, 2023 12:25 PM
To: Mary G. Pettingill <Mgpettingill@nola.gov>
Cc: Gregory Joseph <gregory.a.joseph@gmail.com>; Breayana S Bradley <Breayana.Bradley@nola.gov>; Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>
Subject: Re: signature for contract

Thanks, Mary. Jake will get a scanned copy back to you shortly.

.....
Mercury.

Carolyn Riggs
Vice President
200 Varick Street, Suite 600
New York, NY 10014
www.mercuryllc.com

From: Mary G. Pettingill <Mgpettingill@nola.gov>
Sent: Tuesday, January 24, 2023 12:18:34 PM
To: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>
Cc: Gregory Joseph <gregory.a.joseph@gmail.com>; Breayana S Bradley <Breayana.Bradley@nola.gov>
Subject: signature

Carolyn
Can you have the attached signed in BLUE ink and scan back to me at your earliest convenience.
Thank You
Mary

Mary Gallwey Pettingill
Office of Mayor LaToya Cantrell
City of New Orleans
1300 Perdido St. Suite 2E04
New Orleans, LA 70112
504-658-4921

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The mailer campaign served a partisan, political purpose that violates state law.

State law prohibits the use of public funds to pay for advertisements containing the name of a public official or that support a political position.

- La. Const. Art. XI, Section 4 Prohibited Use of Public Funds

No public funds shall be used to urge any elector to vote for or against any candidate or proposition, or be appropriated to a candidate or political organization. This provision shall not prohibit the use of public funds for dissemination of factual information relative to a proposition appearing on an election ballot.

- La. R.S. 43:111.1, Advertisements paid for with public funds, restrictions

No public funds shall be used in whole or in part for the payment of the cost of any advertisement containing therein the name of any public official whether elected or appointed; provided, however, that the provisions of this section shall in no case be construed to apply to advertisements or notices required or authorized by law to be published or to any advertisements placed by any public agency or body authorized by law to advertise in the furtherance of its functions and duties.

- La. R.S. 18:1465, Prohibited use of public funds

A. No public funds shall be used to urge any elector to vote for or against any candidate or proposition, or be appropriated to a candidate or political organization. This provision shall not prohibit the use of public funds for dissemination of factual information relative to a proposition appearing on an election ballot.

B. Whoever violates any provision of this Section shall be fined not more than one thousand dollars or be imprisoned, with or without hard labor, for not more than two years, or both.

It is the long held opinion of the Louisiana Attorney General office that any informational report from a public official “bearing the photographs and names of the [public official] and his employees” is a violation of R.S. 43:111.1, La. Const. Art. XI, Section 4, and R.S. 18:1465.

- Exhibit D(1), La. A.G. Op. 06-0119.

The Recap Mailer sent to voters, at a cost of over \$40,000 in public funds, included the Mayor's name and clear political messages aimed at building public support for the Mayor.

- Exhibit D(2), Recap Mailer.

The front flap of the mailer included a prominent photo of the Mayor with the tagline "Strong Leadership for a Resilient City."

The inside of the mailer included the headline "MAYOR CANTRELL HAS LED THE WAY IN PROGRESS FOR OUR CITY"

Each of the three main topics on the inside of the mailer begin with the Mayor's name:

"Mayor Cantrell and the Department of Public Works..."

"Mayor Cantrell believes our public safety starts with the people..."

"Mayor Cantrell and the Office of Cultural Economy..."

The mailer campaign, as originally planned by Mercury and the Office of Communications, included 12 mailers, some with clearly partisan, political topics like "Crisis Mayor. Problem Solver" "Historic Nature of Election" and "Accomplishment Summary".

- Exhibit B(2), p. 83 of CNO Emails, 1/9/23.

Email from Breayana Bradley to Jake Dilemani (Partner, Mercury), Carolyn Riggs (Vice President, Mercury), and CC Gregory Joseph, Lesley Thomas, Raven Frederick, and Caroline Giepert

Topics for mailer campaign where:

Intro	Wednesday, January 11, 2023
Public Safety Win #1	Friday, January 13, 2023
Public Safety Win #2	Wednesday, January 18, 2023
Crisis Mayor. Problem Solver	Friday, January 20, 2023
Fiscal Responsibility/Tax Reduction #1	Tuesday, January 24, 2023
Economic Development Win #1	Thursday, January 26, 2023
Amnesty Program	Tuesday, January 31, 2023
Utility Assistance Program	Thursday, February 2, 2023
Public Safety Win #2	Tuesday, February 7, 2023
Fiscal Responsibility/Tax Reduction #2	Tuesday, February 9, 2023
Historic Nature of Election	Tuesday, February 14, 2023(1)
Accomplishment Summary	Thursday, February 16, 2023(2)

(Emphasis added.)

Mercury specifically included mailer topics on fiscal responsibility to respond to negative coverage regarding the Cantrell Administration's spending.

- Exhibit D(3), Email from Jake Dilemani (Partner, Mercury) to Carolyn Riggs (Vice President, Mercury), 1/2/23.

If we have issues/messaging that lends itself to sub-universes, as mentioned above, we can adjust. I just don't know that it makes sense since we can't be overly political. **Also, from what I see, among the criticisms of Cantrell are spending issues. So, I suggest we include a couple pieces to tout fiscal responsibility, tax relief if applicable, etc.** (*Emphasis added.*)

Upon reviewing Mercury's proposal, the Law Department advised the Office of Communications that City contracts specifically prohibit the use of City funds for political activity.

- Exhibit D(4), p. 846 of CNO Emails, 1/18/23.
Email from Austin Wilty to Breayana Bradley CC Lesley Thomas, Gregory Joseph, Mary Pettingill, Tracy Tyler.
Last but not least, please be advised of Article XI Section "O" which reads, as follows:
 - A. Prohibition on Political Activity. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.Based on the proposal, I want to make sure Communications is aware of the provision above, and if you have any questions or concerns, please let me know.

Although the mailer campaign shrank in size from 12 mailers to 7, the topics continued to allude to political messaging.

- Exhibit B(4), Email from Jake Dilemani (Partner, Mercury) to Steve Usner (MPress), 1/19/23, providing revised schedule for mailer campaign including two mailers titled "Stand Up for NOLA 1" and "Stand Up for NOLA 2".

The Office of Communications deliberately sought to include photos of the Mayor showcasing strong leadership and featuring city employees.

- Exhibit A(3), p. 153 of CNO Emails, 12/29/22.
Email from Carolyn Riggs (Vice President, Mercury) to Communications@nola.gov, Jake Dilemani (Partner, Mercury) CC Breayana Bradley, John Lawson
If your team has any additional photos that you think showcase the Mayor's "strong leadership" please share.
- Exhibit D(5), p. 513 of CNO Emails, 2/1/23.
Email from Lesley Thomas to Raven Frederick, Carolyn Riggs (Vice President, Mercury), Jake Dilemani (Partner, Mercury) CC Caroline Giepert, Gregory Joseph, Andrew Logan.
Do you have [photos] of [the Mayor] from the training academy talking to the recruits?

- Exhibit D(6), p. 701-02 of CNO Emails, 2/3/23
Email from Lesley Thomas to Carolyn Riggs (Vice President, Mercury) CC Jake Dilemani (Partner, Mercury)

Sorry for the delay... I am not really sure what photos you guys have access to. **Maybe another EMS photo from a past event, something action oriented, NOPD walking in the community, something with public safety works in a community setting.** Can you send me some pics you would recommend?



JAMES D. "BUDDY" CALDWELL
ATTORNEY GENERAL

State of Louisiana
DEPARTMENT OF JUSTICE
P.O. BOX 94005
BATON ROUGE
70804-9005

APR 02 2008
OPINION NUMBER 06-0119

90-1-A PUBLIC FUNDS & CONTRACTS
1-A-1 ADVERTISING

Mr. Lane A. Carson
Chief Civil Division
District Attorney's Office
Washington - St. Tammany Parishes
22nd Judicial District
701 N. Columbia Street
Covington, Louisiana 70433

La. Const. Art. XI, Sec. 4; La. R.S. 43:111.1; 18:1465

A District Attorney may not use public funds to publish and disseminate an informational report bearing the photographs and names of the District Attorney and his employees.

Dear Mr. Carson:

You requested an Attorney General's opinion regarding the publishing of an information report to inform the public about the duties functions and program offerings that are available through the District Attorney's Office. Your public information officer has suggested that one way to inform your citizens of the work you perform and the programs you offer would be to publish and distribute an informational report containing statistics, specialized programs, contact information, jury service requirements, crime victims rights and general duties and functions of the District Attorney as chief prosecutor in his district.

You indicate that you are contemplating that this information report would be a twelve color page publication. It would specifically include information about victim assistance, domestic violence, juvenile, non-support, elderly abuse, worthless checks and civil and criminal responsibilities of the District Attorney's Office. In addition, you would also provide pictures, names, addresses, telephone numbers, facsimile, e-mail and website addresses of the District Attorney, Assistant District Attorneys and various employees supplying valuable resources to the community. You have asked for an opinion on the following:

1. May a District Attorney publish and disseminate an informational report regarding the operations of the District Attorney's office bearing the photographs and names of the District Attorney and some of his employees to the citizens of his district with public funds?
2. Are there any restrictions as to the method of dissemination used, i.e. newspaper insert, direct mail, business news stands placement, or door to door, etc.?

The following statutes and constitutional provision are applicable to your first question:

R.S. 43:111.1 Advertisements paid for with public funds, restrictions

No public funds shall be used in whole or in part for the payment of the cost of any advertisement containing therein the name of any public official whether elected or appointed; provided, however, that the provisions of this section shall in no case be construed to apply to advertisements or notices required or authorized by law to be published or to any advertisements placed by any public agency or body authorized by law to advertise in the furtherance of its functions and duties.

La. Const. Art. XI, Section 4 Prohibited Use of Public Funds

No public funds shall be used to urge any elector to vote for or against any candidate or proposition, or be appropriated to a candidate or political organization. This provision shall not prohibit the use of public funds for dissemination of factual information relative to a proposition appearing on an election ballot.

R.S. 18:1465 Prohibited use of public funds

A. No public funds shall be used to urge any elector to vote for or against any candidate or proposition, or be appropriated to a candidate or political organization. This provision shall not prohibit the use of public funds for dissemination of factual information relative to a proposition appearing on an election ballot.

B. Whoever violates any provision of this Section shall be fined not more than five hundred dollars or be imprisoned for not more than six months, or both. On a second offense or any succeeding offense, the penalty shall be a fine of not more than one thousand dollars or imprisonment for not more than one year, or both.

R.S. 43:111.1 clearly prohibits the use of public funds to pay for any advertisement that contains the name of any public official. While, as you point out in your opinion request, Title 43, Chapter 3 is titled "State Advertisements", the language of R.S. 43:111.1 does not limit its application to the State or its departments, offices, boards or commissions. The statute specifically states that no public funds shall be used to pay the cost of any advertisement that contains the name of "any public official whether elected or appointed" (emphasis added). Even if R.S. 43:111.1 applied only to state officers, District Attorneys are constitutional officers of the State and would still be covered by the statute. La. Const. Art V, Sec. 26; *In Re Matter Under Investigation Grand Jury No.*

1, 2004-KK-0672 (La. 5/14/2004), 875 So.2d 33. Additionally, the use of a public official's name in an advertisement may be construed as the use of public funds to urge an elector to vote for a candidate. In accord is Attorney General Opinion No. 75-589. La. Const. Art. XI, Section 4 and R.S. 18:1465 both prohibit the use of public funds to urge any elector to vote for or against any candidate. Therefore, it is the opinion of our office that the District Attorney may not use public funds to publish and disseminate an informational report bearing the photographs and names of the District Attorney and his employees. Such a use of public funds would be a violation of R.S. 43:111.1, La. Const. Art. XI, Section 4 and R.S. 18:1465.

You also questioned whether there are any restrictions as to the method of dissemination of an informational report. If the District Attorney publishes an informational report, without photographs and names of the District Attorney and his employees, this office is unaware of, and our research did not reveal, any provision of state law which would restrict the method of distribution of such report.

Trusting this adequately responds to your request, we remain

Very truly yours,

JAMES D. "BUDDY" CALDWELL
Attorney General

By:


RICHARD L. MEGIMSEY
Assistant Attorney General

JDC:RLM:crt



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www.nola.gov

504-658-4900



CONTACT INFO

Mayor LaToya Cantrell

City Hall Hours
Monday–Friday
8:00AM–5:00PM

1300 Perdido St, Suite 2E04
New Orleans, LA 70112

1300 Perdido Street, Suite 2E04
New Orleans, LA 70112



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CITY OF NEW ORLEANS 2022 RECAP



**Strong Leadership
for a Resilient City**

Exhibit D2



MAYOR CANTRELL HAS LED THE WAY IN PROGRESS FOR OUR CITY

When there is a problem, the City of New Orleans solves it.

IMPROVING OUR INFRASTRUCTURE

Mayor Cantrell and the Department of Public Works have worked together to be responsive and keep our neighborhoods safe and businesses thriving.

Just some of the work we accomplished in 2022 includes:

- ✓ Invested over \$97M into 14 priority roadwork projects that were completed
- ✓ Installed 5,200 new traffic signs and repaired 2,350 more
- ✓ Completed more than 25 quality-of-life enforcement sweeps and made important school safety improvements to make sure our kids can get to school safely
- ✓ Repaired more than 6,000 potholes on nearly 400 street blocks



PUBLIC SAFETY WINS IN 2022

Mayor Cantrell believes our public safety starts with the people on the front lines. In the most challenging of times, they always show up for us. Our first responders - Police, Fire, EMS, and Healthcare workers have worked tirelessly with Mayor Cantrell to keep New Orleans safe and healthy.

Here are some of the highlights:

- ✓ Partnered with community organizations to support over 2,000 families with hurricane preparedness supplies and created a localized network of 20 weather stations for more accurate weather forecasting
- ✓ Invested \$2.6M to match the \$5.7M in federal funding for new ambulances, rescue vehicles, medical and educational equipment
- ✓ Coordinated public health outreach efforts including achieving the highest COVID vaccination rate in the state and launched the Advocacy Initiated Response Program
- ✓ Removed over 2,735 illegal guns from our streets and enabled our Community Crisis Intervention Team to respond to over 600 shootings and stabbings
- ✓ Managed FEMA-funded renovations for Fire Stations 13, 27, and 38 with three more underway, and welcomed 66 new graduates of the Fire Academy

CREATING A RESILIENT ECONOMY

Mayor Cantrell and the Office of Cultural Economy granted \$1.7M to arts and cultural organizations and forged over 70 partnerships through initiatives, grants, and programming last year to keep our arts and culture thriving.

- ✓ As the 4th largest major film production hub in the country, film production companies spent \$884 million last year, supporting our local workforce and economy
- ✓ The New Orleans Tourism and Cultural Fund awarded \$5.5M in grants to our culture-bearers
- ✓ The Office of Cultural Economy invested nearly \$1M in resources to support cultural events that generated an economic boost greater than pre-pandemic levels
- ✓ JOB1 placed over 1,000 job seekers in employment with 172 new employers and the Mayor's 2022 Summer Youth Employment Program kept 506 youth busy serving their own community

Exhibit D2



Julia E. Zuckerman

From: Jake Dilemani (Mercury)
Sent: Monday, January 2, 2023 7:56 AM
To: Carolyn Riggs (Mercury)
Subject: NOLA Mail Plan

Follow Up Flag: Follow up
Flag Status: Flagged

If the client wants to do sub-universes, then we need issues/topics from them that are specific to those universes. Right now, the topics we have all lend themselves to the master universe audience.

Here is what we should send to the client (in a client-facing document) Tuesday AM first thing, pending your review since I was not on the call.

I don't yet know what the exact size of the bifolds will be, I need to discuss w/ Steve to see what makes most sense since the client doesn't want to do the typical direct mail sizes. The 6x9 postcards are smaller than the tradition cards, so be cognizant of that when writing copy direction.

If we have issues/messaging that lends itself to sub-universes, as mentioned above, we can adjust. I just don't know that it makes sense since we can't be overly political. Also, from what I see, among the criticisms of Cantrell are spending issues. So, I suggest we include a couple pieces to tout fiscal responsibility, tax relief if applicable, etc.

The last column are drop dates. Pushing first piece back to drop 1/9 means that we likely need to get final art to printer 3 days ahead, maybe 2 if the city can push the printer.

City of New Orleans	Intro
City of New Orleans	Public Safety Win #1
City of New Orleans	Economic Development Win #1
City of New Orleans	Crisis Mayor. Problem Solver.
City of New Orleans	Fiscal Responsibility/Tax Reduction #1
City of New Orleans	Amnesty Program
City of New Orleans	Economic Development Win #2
City of New Orleans	Utility Assistance Program
City of New Orleans	Public Safety Win #2
City of New Orleans	Fiscal Responsibility/Tax Reduction #2
City of New Orleans	Historic Nature of Election
City of New Orleans	Accomplishment Summary

.....
Mercury.

Jake Dilemani
Partner

200 Varick Street | Suite 600
New York, NY | 10014
212.681.1380 office | 917.284.3105 mobile
www.mercurylc.com

From: [Austin P. Wilty](#)
To: [Mary G. Pettingill](#)
Cc: [Gregory A Joseph](#); [Lesley E Thomas](#); [Breayana S Bradley](#)
Subject: RE: 3rd Party Contract Re: Mercury
Date: Thursday, January 19, 2023 1:31:25 PM
Attachments: [Mercury LLC \(APW 1.19.2023\).docx](#)
[image001.png](#)
[image002.png](#)

Hi Mary,

Attached please find the updated draft of the PSA less than \$15k incorporating Eldridge's recommendations.

Thanks,

Austin P. Wilty
Assistant City Attorney
City of New Orleans | Law Department
1300 Perdido St., Suite 5E03 | New Orleans, LA 70112
O: [504.658.9839](#) | F: [504.658.9868](#)
apwilty@nola.gov

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From: Austin P. Wilty
Sent: Thursday, January 19, 2023 12:45 PM
To: Lesley E Thomas <Lesley.Thomas@nola.gov>; Mary G. Pettingill <Mgpettingill@nola.gov>; Breayana S Bradley <Breayana.Bradley@nola.gov>
Cc: Gregory A Joseph <Gregory.Joseph@nola.gov>; Tracy L. Tyler <Tltyler@nola.gov>
Subject: RE: 3rd Party Contract Re: Mercury

There is a drop box on the 9th floor and a log sheet where you enter your contact information. Once signed, Joyce Christopher or someone in that office will reach out to you to retrieve.

Thanks,

Austin P. Wilty
Assistant City Attorney
City of New Orleans | Law Department
1300 Perdido St., Suite 5E03 | New Orleans, LA 70112
O: [504.658.9839](#) | F: [504.658.9868](#)
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From: Lesley E Thomas <Lesley.Thomas@nola.gov>
Sent: Thursday, January 19, 2023 12:41 PM
To: Austin P. Wilty <apwilty@nola.gov>; Mary G. Pettingill <Mgpettingill@nola.gov>; Breayana S Bradley <Breayana.Bradley@nola.gov>
Cc: Gregory A Joseph <Gregory.Joseph@nola.gov>; Tracy L. Tyler <Tltyler@nola.gov>

Subject: RE: 3rd Party Contract Re: Mercury

Can you clarify who in the CAO's office this needs to be delivered to for Gilbert's signature? Should this be hand delivered or can it be submitted via email?

Lesley E. Thomas

Deputy Director of Communications

Office of Mayor LaToya Cantrell

City of New Orleans | 1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112

Lesley.Thomas@nola.gov | 504.658.4951 (o) | 504.758.2916 (c) | 504.658.4938 (f)



City of New Orleans

Mayor LaToya Cantrell

From: Austin P. Wilty <apwilty@nola.gov>

Sent: Thursday, January 19, 2023 12:37 PM

To: Lesley E Thomas <Lesley.Thomas@nola.gov>; Mary G. Pettingill <Mgpettingill@nola.gov>; Breayana S Bradley <Breayana.Bradley@nola.gov>

Cc: Gregory A Joseph <Gregory.Joseph@nola.gov>; Tracy L. Tyler <Tltyler@nola.gov>

Subject: RE: 3rd Party Contract Re: Mercury

Hi Lesley,

You or your team will need to revise the Justification and submit to the CAO for signature.

1. The term of the Contract is 1 year from December 9, 2022, through December 8, 2023.
2. Amount of Contract is \$15,000
3. Signature block needs to be signed by the CAO and the CAO will need to print his name below his signature.

After making the aforementioned changes, please submit to Mary P., so she can upload into BRASS.

APPENDIX F TO POLICY MEMORANDUM 122(R)
WRITTEN JUSTIFICATION TO CAO
PROFESSIONAL SERVICES AGREEMENT FOR \$15,000 OR LESS

From: Gregory Joseph (Head of the User Entity)

To: Chief Administrative Officer

Date: 01/18/2022

As per CAO Policy Memorandum 122(R), this Department is submitting the following:

Name of Vendor: Mercury LLC

Brief Description of needed services:

Mercury will work with Mayor Cantrell's team on developing a comprehensive communication strategy to promote the current Administration's successes and reinforce the positive accomplishments of city departments for year 2022. Mercury will create, produce and deliver highly targeted direct mail with clear messaging that builds public support and reinforces the messaging coming out of City Hall. The communications team will work with Mercury to identify key wins, upcoming projects, and achievements the Administration has delivered to the people of New Orleans and provide design proofs for review and approval to print and mail according to targeted demographics, utilizing a City vendor.

Term of contract:

12/09/2022 to 02/22/2023

Amount of contract:

\$30000.00

Signature: 01/18/2022

Print Name: [REDACTED]

Austin P. Wilty

Assistant City Attorney

City of New Orleans | Law Department

1300 Perdido St., Suite 5E03 | New Orleans, LA 70112

O: [504.658.9839](tel:504.658.9839) | F: [504.658.9868](tel:504.658.9868)

apwilty@nola.gov

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From: Lesley E Thomas <Lesley.Thomas@nola.gov>

Sent: Thursday, January 19, 2023 12:32 PM

To: Mary G. Pettingill <Mgpettingill@nola.gov>; Austin P. Wilty <apwilty@nola.gov>; Breayana S Bradley <Breayana.Bradley@nola.gov>

Cc: Gregory A Joseph <Gregory.Joseph@nola.gov>; Tracy L. Tyler <Tltyler@nola.gov>

Subject: RE: 3rd Party Contract Re: Mercury

Yes, we provided it to Austin yesterday. Do we need to send it to you directly?

Lesley E. Thomas

Deputy Director of Communications

Office of Mayor LaToya Cantrell

City of New Orleans | 1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112

Lesley.Thomas@nola.gov | 504.658.4951 (o) | 504.758.2916 (c) | 504.658.4938 (f)



City of New Orleans

Mayor LaToya Cantrell

From: Mary G. Pettingill <Mgpettingill@nola.gov>

Sent: Thursday, January 19, 2023 12:29 PM

To: Austin P. Wilty <apwilty@nola.gov>; Breayana S Bradley <Breayana.Bradley@nola.gov>

Cc: Lesley E Thomas <Lesley.Thomas@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>; Tracy L. Tyler <Tltyler@nola.gov>

Subject: RE: 3rd Party Contract Re: Mercury

Is the written justification finished? I have everything else I need to upload

Mary Gallwey Pettingill

Office of Mayor LaToya Cantrell

City of New Orleans

1300 Perdido St. Suite 2E04

New Orleans, LA 70112

504-658-4921

From: Austin P. Wilty <apwilty@nola.gov>

Sent: Wednesday, January 18, 2023 8:14 PM

To: Breayana S Bradley <Breayana.Bradley@nola.gov>

Cc: Lesley E Thomas <Lesley.Thomas@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>; Mary G. Pettingill <Mgpettingill@nola.gov>; Tracy L. Tyler <Tltyler@nola.gov>

Subject: RE: 3rd Party Contract Re: Mercury

Eldridge,

Attached please find a draft of a PSA less than \$15K for the Mayor's Office (Communications), along with the Contractor's proposal. If you could please provide your recommendations regarding the minimum insurance requirements, it would be greatly appreciated.

Bree,

As promised, attached please find the initial draft to be uploaded into the Redline Documents folder in BRASS, so the contract can be released and routed.

While the Agreement routes, if you could please review and propose changes, as needed, especially as it relates to Article I – Contractor's Obligations and Article IV – Compensation, it would be much appreciated. Then, when the Agreement reaches my queue in BRASS, I will upload the final version, and Monye Warner, Law's Contract Manager, will send the final version in PDF form to the Contractor with instructions on how to sign and return to cnocontracts@nola.gov.

Last but not least, please be advised of Article XI Section "O" which reads, as follows:

A. Prohibition on Political Activity. None of the funds, materials, property, or services provided directly or

indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

Based on the proposal, I want to make sure Communications is aware of the provision above, and if you have any questions or concerns, please let me know.

Kind regards,

Austin P. Wilty
Assistant City Attorney

City of New Orleans | Law Department
1300 Perdido St., Suite 5E03 | New Orleans, LA 70112
O: [504.658.9839](tel:504.658.9839) | F: [504.658.9868](tel:504.658.9868)
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From: Breayana S Bradley <Breayana.Bradley@nola.gov>
Sent: Wednesday, January 18, 2023 1:08 PM
To: Austin P. Wilty <apwilty@nola.gov>
Cc: Lesley E Thomas <Lesley.Thomas@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>
Subject: Re: 3rd Party Contract Re: Mercury

E1 - Checklist:

Vendor proposal(MailService Proposal)
Written Justification to CAO (Lesley/Bree will work on template by COB)
Approved Tax Clearance (Mary)
Proof of Signatory Authority
Good Standing or Authority to Do Business in Louisiana
Proof of Insurance
Word version of Proposed Contract/Description of Needed Services(Austin)

Attached is all highlighted paperwork. Just to have it all in one place #Teamwork

Best,
Bree

From: Austin P. Wilty <apwilty@nola.gov>
Sent: Wednesday, January 18, 2023 12:28 PM
To: Breayana S Bradley <Breayana.Bradley@nola.gov>
Subject: RE: 3rd Party Contract Re: Mercury

Per our discussion, please see attached.

Austin P. Wilty
Assistant City Attorney
City of New Orleans | Law Department
1300 Perdido St., Suite 5E03 | New Orleans, LA 70112
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From: Austin P. Wilty
Sent: Wednesday, January 18, 2023 10:34 AM
To: Breayana S Bradley <Breayana.Bradley@nola.gov>; Mary G. Pettingill <Mgpettingill@nola.gov>
Subject: RE: 3rd Party Contract Re: Mercury

Still working on it. I am aiming to have you a draft by COB today.

Thanks,

Austin P. Wilty
Assistant City Attorney
City of New Orleans | Law Department
1300 Perdido St., Suite 5E03 | New Orleans, LA 70112
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From: Breayana S Bradley <Breayana.Bradley@nola.gov>
Sent: Wednesday, January 18, 2023 10:33 AM
To: Austin P. Wilty <apwilty@nola.gov>
Subject: 3rd Party Contract Re: Mercury

Good Morning,

Just following up on the status of the contract. Has it been drafted?

Best,

Breayana "Bree" Bradley

Communications Assistant
Office of Mayor LaToya Cantrell
City of New Orleans | 1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112
breayana.bradley@nola.gov | 504.658.4941 (o) | 504.645.2337 (c) | 504.658.4938 (f)



City of New Orleans
Mayor LaToya Cantrell

From: [Breayana S Bradley](#)
To: [Austin P. Wilty](#); [Lesley E Thomas](#)
Cc: [Gregory A Joseph](#); [Mary G. Pettingill](#); [Tracy L. Tyler](#)
Subject: Re: 3rd Party Contract Re: Mercury
Date: Thursday, January 19, 2023 1:23:41 PM
Attachments: [image001.png](#)
[image.png](#)
[Mercury Public Affairs LLC Workers Comp certificate expires 01012024.pdf](#)

Please see attached

From: Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>
Sent: Thursday, January 19, 2023 1:08 PM
To: Breayana S Bradley <Breayana.Bradley@nola.gov>
Subject: Workers comp insurance

EMAIL FROM EXTERNAL SENDER: DO NOT click links, or open attachments, if sender is unknown, or the message seems suspicious in any way. DO NOT provide your user ID or password. If you believe that this is a phishing attempt, use the reporting tool in your Outlook to send this message to Security.

Hi Breayana,
The attached COI shows \$1 mil in coverage for workers comp.

.....
Mercury.

Jake Dilemani
Partner
200 Varick Street | Suite 600
New York, NY | 10014
212.681.1380 office | 917.284.3105 mobile
www.mercuryllc.com

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From: Austin P. Wilty <apwilty@nola.gov>
Sent: Thursday, January 19, 2023 12:05 PM
To: Lesley E Thomas <Lesley.Thomas@nola.gov>; Breayana S Bradley <Breayana.Bradley@nola.gov>
Cc: Gregory A Joseph <Gregory.Joseph@nola.gov>; Mary G. Pettingill <Mgpettingill@nola.gov>;
Tracy L. Tyler <Tltyler@nola.gov>
Subject: Re: 3rd Party Contract Re: Mercury

I inadvertently left Eldridge off the email but reached out to him separately and will update the minimum insurance requirements per Eldridge's recommendation and provide you with the updated draft today.

Get [Outlook for iOS](#)

From: Lesley E Thomas <Lesley.Thomas@nola.gov>
Sent: Thursday, January 19, 2023 12:01:46 PM
To: Austin P. Wilty <apwilty@nola.gov>; Breayana S Bradley <Breayana.Bradley@nola.gov>
Cc: Gregory A Joseph <Gregory.Joseph@nola.gov>; Mary G. Pettingill <Mgpettingill@nola.gov>; Tracy L. Tyler <Tltyler@nola.gov>
Subject: RE: 3rd Party Contract Re: Mercury

Thanks Austin. However, can you further explain the insurance question as we are not familiar with this language or process?

Mary, can you assist us with this?

Thanks.

Lesley E. Thomas

Deputy Director of Communications
Office of Mayor LaToya Cantrell
City of New Orleans | 1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112
Lesley.Thomas@nola.gov | 504.658.4951 (o) | 504.758.2916 (c) | 504.658.4938 (f)



City of New Orleans
Mayor LaToya Cantrell

From: Austin P. Wilty <apwilty@nola.gov>
Sent: Wednesday, January 18, 2023 8:14 PM
To: Breayana S Bradley <Breayana.Bradley@nola.gov>
Cc: Lesley E Thomas <Lesley.Thomas@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>; Mary G. Pettingill <Mgpettingill@nola.gov>; Tracy L. Tyler <Tltyler@nola.gov>
Subject: RE: 3rd Party Contract Re: Mercury

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Kind regards,

Austin P. Wilty

Assistant City Attorney

City of New Orleans | Law Department
1300 Perdido St., Suite 5E03 | New Orleans, LA 70112
O: [504.658.9839](tel:504.658.9839) | F: [504.658.9868](tel:504.658.9868)
apwilty@nola.gov

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Sent: Wednesday, January 18, 2023 1:08 PM

To: Austin P. Wilty <apwilty@nola.gov>

Cc: Lesley E Thomas <Lesley.Thomas@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>

Subject: Re: 3rd Party Contract Re: Mercury

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Word version of Proposed Contract/Description of Needed Services(Austin)

Attached is all highlighted paperwork. Just to have it all in one place #Teamwork

Best,
Bree

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To: Breayana S Bradley <Breayana.Bradley@nola.gov>

Subject: RE: 3rd Party Contract Re: Mercury

Per our discussion, please see attached.

Austin P. Wilty

Assistant City Attorney

City of New Orleans | Law Department

1300 Perdido St., Suite 5E03 | New Orleans, LA 70112

O: [504.658.9839](tel:504.658.9839) | F: [504.658.9868](tel:504.658.9868)

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Subject: RE: 3rd Party Contract Re: Mercury

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Thanks,

Austin P. Wilty

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City of New Orleans | Law Department

1300 Perdido St., Suite 5E03 | New Orleans, LA 70112

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To: Austin P. Wilty <apwilty@nola.gov>

Subject: 3rd Party Contract Re: Mercury

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Best,

Breayana "Bree" Bradley

Communications Assistant

Office of Mayor LaToya Cantrell

City of New Orleans | 1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112

breayana.bradley@nola.gov | 504.658.4941 (o) | 504.645.2337 (c) | 504.658.4938 (f)



City of New Orleans
Mayor LaToya Cantrell

From: [Lesley E Thomas](#)
To: [Mary G. Pettingill](#); [Austin P. Wilty](#); [Breayana S Bradley](#)
Cc: [Gregory A Joseph](#); [Tracy L. Tyler](#)
Subject: RE: 3rd Party Contract Re: Mercury
Date: Thursday, January 19, 2023 12:49:22 PM
Attachments: [image001.png](#)

Ok. Bre will send it as soon as it is updated and signed.

Lesley E. Thomas

Deputy Director of Communications

Office of Mayor LaToya Cantrell

City of New Orleans | 1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112

Lesley.Thomas@nola.gov | 504.658.4951 (o) | 504.758.2916 (c) | 504.658.4938 (f)



City of New Orleans
Mayor LaToya Cantrell

From: Mary G. Pettingill <Mgpettingill@nola.gov>
Sent: Thursday, January 19, 2023 12:47 PM
To: Lesley E Thomas <Lesley.Thomas@nola.gov>; Austin P. Wilty <apwilty@nola.gov>; Breayana S Bradley <Breayana.Bradley@nola.gov>
Cc: Gregory A Joseph <Gregory.Joseph@nola.gov>; Tracy L. Tyler <Tltyler@nola.gov>
Subject: Re: 3rd Party Contract Re: Mercury

Yes. I have to upload

From: Lesley E Thomas <Lesley.Thomas@nola.gov>
Sent: Thursday, January 19, 2023 12:32 PM
To: Mary G. Pettingill <Mgpettingill@nola.gov>; Austin P. Wilty <apwilty@nola.gov>; Breayana S Bradley <Breayana.Bradley@nola.gov>
Cc: Gregory A Joseph <Gregory.Joseph@nola.gov>; Tracy L. Tyler <Tltyler@nola.gov>
Subject: RE: 3rd Party Contract Re: Mercury

Yes, we provided it to Austin yesterday. Do we need to send it to you directly?

Lesley E. Thomas

Deputy Director of Communications

Office of Mayor LaToya Cantrell

City of New Orleans | 1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112



City of New Orleans
Mayor LaToya Cantrell

From: Mary G. Pettingill <Mgpettingill@nola.gov>
Sent: Thursday, January 19, 2023 12:29 PM
To: Austin P. Wilty <apwilty@nola.gov>; Breayana S Bradley <Breayana.Bradley@nola.gov>
Cc: Lesley E Thomas <Lesley.Thomas@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>; Tracy L. Tyler <Tltyler@nola.gov>
Subject: RE: 3rd Party Contract Re: Mercury

Is the written justification finished? I have everything else I need to upload

Mary Gallwey Pettingill
Office of Mayor LaToya Cantrell
City of New Orleans
1300 Perdido St. Suite 2E04
New Orleans, LA 70112
504-658-4921

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To: Breayana S Bradley <Breayana.Bradley@nola.gov>
Cc: Lesley E Thomas <Lesley.Thomas@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>; Mary G. Pettingill <Mgpettingill@nola.gov>; Tracy L. Tyler <Tltyler@nola.gov>
Subject: RE: 3rd Party Contract Re: Mercury

Eldridge,

Attached please find a draft of a PSA less than \$15K for the Mayor's Office (Communications), along with the Contractor's proposal. If you could please provide your recommendations regarding the minimum insurance requirements, it would be greatly appreciated.

Bree,

As promised, attached please find the initial draft to be uploaded into the Redline Documents folder in BRASS, so the contract can be released and routed.

While the Agreement routes, if you could please review and propose changes, as needed, especially as it relates to Article I – Contractor's Obligations and Article IV – Compensation, it would be much appreciated. Then, when the Agreement reaches my queue in BRASS, I will upload the final version,

and Monye Warner, Law's Contract Manager, will send the final version in PDF form to the Contractor with instructions on how to sign and return to cnocontracts@nola.gov.

Last but not least, please be advised of Article XI Section "O" which reads, as follows:

A. Prohibition on Political Activity. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

Based on the proposal, I want to make sure Communications is aware of the provision above, and if you have any questions or concerns, please let me know.

Kind regards,

Austin P. Wilty

Assistant City Attorney

City of New Orleans | Law Department
1300 Perdido St., Suite 5E03 | New Orleans, LA 70112
O: [504.658.9839](tel:504.658.9839) | F: [504.658.9868](tel:504.658.9868)
apwilty@nola.gov

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From: Breayana S Bradley <Breayana.Bradley@nola.gov>

Sent: Wednesday, January 18, 2023 1:08 PM

To: Austin P. Wilty <apwilty@nola.gov>

Cc: Lesley E Thomas <Lesley.Thomas@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>

Subject: Re: 3rd Party Contract Re: Mercury

E1 - Checklist:

Vendor proposal(MailService Proposal)

Written Justification to CAO (Lesley/Bree will work on template by COB)

Approved Tax Clearance ([Mary](#))

Proof of Signatory Authority

Good Standing or Authority to Do Business in Louisiana

Proof of Insurance

Word version of Proposed Contract/Description of Needed Services([Austin](#))

Attached is all highlighted paperwork. Just to have it all in one place #Teamwork

Best,
Bree

From: Austin P. Wilty <apwilty@nola.gov>
Sent: Wednesday, January 18, 2023 12:28 PM
To: Breayana S Bradley <Breayana.Bradley@nola.gov>
Subject: RE: 3rd Party Contract Re: Mercury

Per our discussion, please see attached.

Austin P. Wilty
Assistant City Attorney
City of New Orleans | Law Department
1300 Perdido St., Suite 5E03 | New Orleans, LA 70112
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From: Austin P. Wilty
Sent: Wednesday, January 18, 2023 10:34 AM
To: Breayana S Bradley <Breayana.Bradley@nola.gov>; Mary G. Pettingill <Mgpettingill@nola.gov>
Subject: RE: 3rd Party Contract Re: Mercury

Still working on it. I am aiming to have you a draft by COB today.

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Austin P. Wilty
Assistant City Attorney
City of New Orleans | Law Department
1300 Perdido St., Suite 5E03 | New Orleans, LA 70112
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From: Breayana S Bradley <Breayana.Bradley@nola.gov>
Sent: Wednesday, January 18, 2023 10:33 AM
To: Austin P. Wilty <apwilty@nola.gov>
Subject: 3rd Party Contract Re: Mercury

Good Morning,

Just following up on the status of the contract. Has it been drafted?

Best,

Breayana "Bree" Bradley

Communications Assistant

Office of Mayor LaToya Cantrell

City of New Orleans | 1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112

breayana.bradley@nola.gov | 504.658.4941 (o) | 504.645.2337 (c) | 504.658.4938 (f)



City of New Orleans

Mayor LaToya Cantrell

From: [Breayana S Bradley](#)
To: [Gregory A Joseph](#)
Subject: Fw: 3rd Party Contract Re: Mercury
Date: Thursday, January 19, 2023 10:42:05 AM
Attachments: [Mercury LLC \(APW 1.18.2023\).docx](#)
[image001.png](#)
[Mercury Direct Mail Services Proposal_ Mayor Cantrell 12.9.pdf](#)

Please advise

From: Austin P. Wilty <apwilty@nola.gov>
Sent: Wednesday, January 18, 2023 8:14 PM
To: Breayana S Bradley <Breayana.Bradley@nola.gov>
Cc: Lesley E Thomas <Lesley.Thomas@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>; Mary G. Pettingill <Mgpettingill@nola.gov>; Tracy L. Tyler <Tltyler@nola.gov>
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City of New Orleans | Law Department
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Subject: Re: 3rd Party Contract Re: Mercury

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Word version of Proposed Contract/Description of Needed Services(Austin)

Attached is all highlighted paperwork. Just to have it all in one place #Teamwork

Best,
Bree

From: Austin P. Wilty <apwilty@nola.gov>
Sent: Wednesday, January 18, 2023 12:28 PM
To: Breayana S Bradley <Breayana.Bradley@nola.gov>
Subject: RE: 3rd Party Contract Re: Mercury

Per our discussion, please see attached.

Austin P. Wilty
Assistant City Attorney
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To: Breayana S Bradley <Breayana.Bradley@nola.gov>; Mary G. Pettingill <Mgpettingill@nola.gov>
Subject: RE: 3rd Party Contract Re: Mercury

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Thanks,

Austin P. Wilty
Assistant City Attorney
City of New Orleans | Law Department
1300 Perdido St., Suite 5E03 | New Orleans, LA 70112
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To: Austin P. Wilty <apwilty@nola.gov>
Subject: 3rd Party Contract Re: Mercury

Good Morning,

Just following up on the status of the contract. Has it been drafted?

Best,

Breayana "Bree" Bradley
Communications Assistant

Office of Mayor LaToya Cantrell

City of New Orleans | 1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112

breayana.bradley@nola.gov | 504.658.4941 (o) | 504.645.2337 (c) | 504.658.4938 (f)



City of New Orleans
Mayor LaToya Cantrell

From: [Carolyn Riggs \(Mercury\)](#)
To: [Breayana S Bradley](#); [Jake Dilemani \(Mercury\)](#)
Cc: [Gregory A Joseph](#)
Subject: Re: Follow Up
Date: Tuesday, January 3, 2023 12:05:55 PM
Attachments: [Outlook-hyzkfege.png](#)

EMAIL FROM EXTERNAL SENDER: DO NOT click links, or open attachments, if sender is unknown, or the message seems suspicious in any way. DO NOT provide your user ID or password. If you believe that this is a phishing attempt, use the reporting tool in your Outlook to send this message to Security.

Anytime tomorrow, Breayana, works for us.

From: Breayana S Bradley <Breayana.Bradley@nola.gov>
Date: Tuesday, January 3, 2023 at 1:04 PM
To: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>; Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>
Cc: Gregory A Joseph <Gregory.Joseph@nola.gov>
Subject: Re: Follow Up

Unfortunately, those times no longer work. Can we set up a call Tomorrow or Thursday afternoon?

Bree

From: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>
Sent: Tuesday, January 3, 2023 11:53 AM
To: Breayana S Bradley <Breayana.Bradley@nola.gov>; Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>
Cc: Gregory A Joseph <Gregory.Joseph@nola.gov>
Subject: Re: Follow Up

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Mercury is available ET 1-2pm, 3-4pm, or 5-6pm today.

.....
Mercury.

Carolyn Riggs

Vice President

200 Varick Street, Suite 600

New York, NY 10014

www.mercuryllc.com

From: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>

Sent: Tuesday, January 3, 2023 12:41:38 PM

To: Breayana S Bradley <Breayana.Bradley@nola.gov>; Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>

Cc: Gregory A Joseph <Gregory.Joseph@nola.gov>

Subject: Re: Follow Up

Hi Breayana, what times this afternoon/evening work best for you?

From: Breayana S Bradley <Breayana.Bradley@nola.gov>

Date: Tuesday, January 3, 2023 at 11:29 AM

To: Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>, Carolyn Riggs (Mercury) <criggs@mercuryllc.com>

Cc: Gregory A Joseph <Gregory.Joseph@nola.gov>

Subject: Re: Follow Up

Good Morning,

Can we set up a call today to discuss?

Breayana "Bree" Bradley

Communications Assistant

Office of Mayor LaToya Cantrell

City of New Orleans | 1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112

breayana.bradley@nola.gov | 504.658.4941 (o) | 504.645.2337 (c) | 504.658.4938 (f)



City of New Orleans
Mayor LaToya Cantrell

From: Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>

Sent: Tuesday, January 3, 2023 7:46 AM

To: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>; Mayor's Communications Team <communications@nola.gov>

Cc: Breayana S Bradley <Breayana.Bradley@nola.gov>; John Lawson <John.Lawson@nola.gov>

Subject: RE: Follow Up

EMAIL FROM EXTERNAL SENDER: DO NOT click links, or open attachments, if sender is unknown, or the message seems suspicious in any way. DO NOT provide your user ID or password. If you believe that this is a phishing attempt, use the reporting tool in your Outlook to send this message to Security.

Re # 1 – we are getting the last form required today, I believe.

From: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>

Sent: Monday, January 2, 2023 1:02 PM

To: Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>; communications@nola.gov

Cc: Breayana.Bradley@nola.gov; John.Lawson@nola.gov

Subject: Re: Follow Up

Happy New Year to all! In addition to Jake's updated universe below, I have attached the updated Mail Plan and the first draft of Mailer 1 "Intro". Please let us know what you think in terms of design, format, and content.

We need 5 things from you to move forward:

1. Executed contract.
2. Confirmation on the revised mail universe so we can purchase the mail file (see Jake's email below.)
3. Contact information for preferred printer – Name, Phone, Email
4. Understanding the review process and timeline. How many hours/days do you need to proof/provide edits to a mailer? For the first couple of pieces, this process will need to be expedited so we can get ahead of the remaining plan.
5. Clarification on what topics/messaging to be directed at what sub-universes. For example, if we mail WOMEN, what do you want to talk about (historic nature of election, leadership, what else?)

Please let us know a good date/time to reconnect with you this week.

Best,
Carolyn

From: Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>

Date: Thursday, December 29, 2022 at 7:23 PM

To: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>, communications@nola.gov<communications@nola.gov>

Cc: Breayana.Bradley@nola.gov <Breayana.Bradley@nola.gov>, John.Lawson@nola.gov<John.Lawson@nola.gov>

Subject: RE: Follow Up

Thanks, Carolyn.

We have revised the universe to expand it, including all voters who have voted in at least 1 non-

presidential election since/including 2017. This yields 154,709 voters in 106,897 households.

Here are the demo breakdowns within this universe:

18 to 29 (Age Range Based on Birth Year)	16575	11%
30 to 39 (Age Range Based on Birth Year)	27490	18%
40 to 49 (Age Range Based on Birth Year)	24663	16%
50 to 64 (Age Range Based on Birth Year)	39718	26%
65 and over (Age Range Based on Birth Year)	46263	30%
Total	154709	100%
East and South Asian (Broad Ethnic Groupings)	2648	2%
Caucasian (Broad Ethnic Groupings)	49418	32%
Hispanic and Portuguese (Broad Ethnic Groupings)	5036	3%
Likely African-American (Broad Ethnic Groupings)	87073	56%
Other (Broad Ethnic Groupings)	1589	1%
Unknown (Broad Ethnic Groupings)	8945	6%
Total	154709	100%
F (Gender)	89808	58%
M (Gender)	64899	42%
Total	154709	100%

If you want us to expand the screen even further, we would set it to voted in just 1 of any recent election, including the presidential election.

We will need to purchase the final file we select.

From: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>
Sent: Thursday, December 29, 2022 2:34 PM
To: communications@nola.gov; Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>
Cc: Breayana.Bradley@nola.gov; John.Lawson@nola.gov
Subject: Follow Up

Hello Gregory, thanks for the great conversation on Tuesday. I wanted to follow up on a couple of things to keep us moving forward.

Mercury To Do's

1. We are working on pulling updated target universes based on our conversation and will share shortly for your review.
2. We are revising the mail plan (10-11 pieces) and will share an updated timeline and topics with you to review.
3. We are also working on the first mail piece and will send the copy for your initial review shortly before we send it to our designer.

City To Do's

4. Jake/Gregory should touch base on where the contract is at in the process.
5. Waiting on contact information for your printer. Contact name, business name, phone, and email would be great. If you don't have a "go-to" then one you'd recommend would be great.
6. If your team has any additional photos that you think showcase the Mayor's "strong leadership", please share.

Let Jake or myself know if you have any questions on these. I'm available by phone at 970-275-9100 or email.

Best,
Carolyn

.....
Mercury.

Carolyn Riggs
Vice President
200 Varick Street, Suite 600
New York, NY 10014
www.mercurylc.com

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From: [Raven Frederick](#)
To: [Lesley E Thomas](#); [Carolyn Riggs \(Mercury\)](#); [Jake Dilemani \(Mercury\)](#)
Cc: [Caroline M Giepert](#); [Gregory A Joseph](#); [Andrew J Logan](#)
Subject: Re: please review for accuracy
Date: Wednesday, February 1, 2023 2:00:06 PM
Attachments: [image001.png](#) [Outlook-Text_Desc.png](#)

No, I do not. Only videos

Raven Frederick
Director of Digital and Social Media
Office of Mayor LaToya Cantrell
1300 Perdido Street | Ste. 2E04 | New Orleans, LA 70112
504.255.7386 (c) | 504.658.4930 (o)
[raven.frederick @nola.gov](mailto:raven.frederick@nola.gov)



City of New Orleans
Mayor LaToya Cantrell

From: Lesley E Thomas <Lesley.Thomas@nola.gov>
Sent: Wednesday, February 1, 2023 1:59 PM
To: Raven Frederick <Raven.Frederick@nola.gov>; Carolyn Riggs (Mercury) <criggs@mercuryllc.com>; Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>
Cc: Caroline M Giepert <Caroline.Giepert@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>; Andrew J Logan <Andrew.Logan@nola.gov>
Subject: RE: please review for accuracy

Do you have one of her from the training academy talking to the recruits?

Lesley E. Thomas
Deputy Director of Communications
Office of Mayor LaToya Cantrell
City of New Orleans | 1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112
Lesley.Thomas@nola.gov | 504.658.4951 (o) | 504.758.2916 (c) | 504.658.4938 (f)



City of New Orleans
Mayor LaToya Cantrell

From: Raven Frederick <Raven.Frederick@nola.gov>
Sent: Wednesday, February 1, 2023 1:57 PM
To: Lesley E Thomas <Lesley.Thomas@nola.gov>; Carolyn Riggs (Mercury) <criggs@mercuryllc.com>;

Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>
Cc: Caroline M Giepert <Caroline.Giepert@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>; Andrew J Logan <Andrew.Logan@nola.gov>
Subject: Re: please review for accuracy

Raven Frederick

Director of Digital and Social Media

Office of Mayor LaToya Cantrell

1300 Perdido Street | Ste. 2E04 | New Orleans, LA 70112

504.255.7386 (c) | 504.658.4930 (o)

[raven.frederick @nola.gov](mailto:raven.frederick@nola.gov)

Image



This message is being sent from my iPhone, please excuse any typos

From: Lesley E Thomas <Lesley.Thomas@nola.gov>
Sent: Wednesday, February 1, 2023 1:52:05 PM
To: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>; Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>
Cc: Caroline M Giepert <Caroline.Giepert@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>; Raven Frederick <Raven.Frederick@nola.gov>; Andrew J Logan <Andrew.Logan@nola.gov>
Subject: RE: please review for accuracy

Raven or Andrew, can you help??

Lesley E. Thomas

Deputy Director of Communications

Office of Mayor LaToya Cantrell

City of New Orleans | 1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112

Lesley.Thomas@nola.gov | 504.658.4951 (o) | 504.758.2916 (c) | 504.658.4938 (f)



City of New Orleans
Mayor LaToya Cantrell

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To: Lesley E Thomas <Lesley.Thomas@nola.gov>; Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>

Cc: Caroline M Giepert <Caroline.Giepert@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>; Raven Frederick <Raven.Frederick@nola.gov>
Subject: Re: please review for accuracy

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I do not. Please share.

.....
Mercury.

Carolyn Riggs
Vice President
200 Varick Street, Suite 600
New York, NY 10014
www.mercuryllc.com

From: Lesley E Thomas <Lesley.Thomas@nola.gov>
Sent: Wednesday, February 1, 2023 2:39:03 PM
To: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>; Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>
Cc: Caroline M Giepert <Caroline.Giepert@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>; Raven Frederick <Raven.Frederick@nola.gov>
Subject: RE: please review for accuracy

Thanks Carolyn, we might want to change out the second and last pic to include our new Interim Chief of NOPD. Do you already have pics of her with the Mayor?

Lesley E. Thomas

Deputy Director of Communications
Office of Mayor LaToya Cantrell
City of New Orleans | 1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112
Lesley.Thomas@nola.gov | 504.658.4951 (o) | 504.758.2916 (c) | 504.658.4938 (f)



City of New Orleans
Mayor LaToya Cantrell

From: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>
Sent: Wednesday, February 1, 2023 1:09 PM

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Cc: Caroline M Giepert <Caroline.Giepert@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>
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Hi all, please find revised Mailer #2. Due to the amount of text we did have to increase size to an 8 1/2 x 11" card. Let us know of any edits. Looking forward to connecting with you later today.

Best,
Carolyn

From: Lesley E Thomas <Lesley.Thomas@nola.gov>
Date: Wednesday, February 1, 2023 at 11:18 AM
To: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>, Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>
Cc: Caroline M Giepert <Caroline.Giepert@nola.gov>, Gregory A Joseph <Gregory.Joseph@nola.gov>
Subject: RE: please review for accuracy

Ok.. just wondering since we added more text to the content.

Lesley E. Thomas

Deputy Director of Communications
Office of Mayor LaToya Cantrell
City of New Orleans | 1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112
Lesley.Thomas@nola.gov | 504.658.4951 (o) | 504.758.2916 (c) | 504.658.4938 (f)



City of New Orleans
Mayor LaToya Cantrell

From: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>
Sent: Wednesday, February 1, 2023 10:17 AM
To: Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>; Lesley E Thomas <Lesley.Thomas@nola.gov>
Cc: Caroline M Giepert <Caroline.Giepert@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>
Subject: Re: please review for accuracy

EMAIL FROM EXTERNAL SENDER: DO NOT click links, or open attachments, if sender is unknown, or the message seems suspicious in any way. DO NOT provide your user ID or password. If you believe that this is a phishing attempt, use the reporting tool in your Outlook to send this message to Security.

unknown, or the message seems suspicious in any way. DO NOT provide your user ID or password. If you believe that this is a phishing attempt, use the reporting tool in your Outlook to send this message to Security.

Of course. This is a 5" x 10" card. The same size as the previous 2 drafts. Using similar design and adding your new copy.

.....
Mercury.

Carolyn Riggs
Vice President
200 Varick Street, Suite 600
New York, NY 10014
www.mercuryllc.com

From: Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>
Sent: Wednesday, February 1, 2023 11:15:15 AM
To: Lesley E Thomas <Lesley.Thomas@nola.gov>; Carolyn Riggs (Mercury) <criggs@mercuryllc.com>
Cc: Caroline M Giepert <Caroline.Giepert@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>
Subject: Re: please review for accuracy

We can tell you the size in the meantime for print cost purposes - Carolyn?

.....
Mercury

Jake Dilemani

Partner

200 Varick Street | Suite 600
New York, NY | 10014
212.681.1380 office | 917.284.3105 mobile
www.mercuryllc.com

From: Lesley E Thomas <Lesley.Thomas@nola.gov>
Sent: Wednesday, February 1, 2023 11:08:34 AM
To: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>; Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>
Cc: Caroline M Giepert <Caroline.Giepert@nola.gov>; Gregory A Joseph <Gregory.Joseph@nola.gov>
Subject: RE: please review for accuracy

Gotcha... waiting to see the design change for updated cost estimate.

Lesley E. Thomas

From: [Lesley E Thomas](#)
To: [Carolyn Riggs \(Mercury\)](#)
Cc: [Jake Dilemani \(Mercury\)](#)
Subject: RE: final edits -- for Mailer 2
Date: Monday, February 6, 2023 12:30:00 PM
Attachments: [image001.png](#)

They don't jump out at me.

We are doing an EMS new vehicle unveiling tomorrow to showcase 9 new vehicles purchased and delivered right in time for our 2 major weeks of Mardi Gras parades.... that might be a good cover pic to use. Thoughts?

Lesley E. Thomas

Deputy Director of Communications
Office of Mayor LaToya Cantrell
City of New Orleans | 1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112
Lesley.Thomas@nola.gov | 504.658.4951 (o) | 504.758.2916 (c) | 504.658.4938 (f)



City of New Orleans
Mayor LaToya Cantrell

From: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>
Sent: Monday, February 6, 2023 11:33 AM
To: Lesley E Thomas <Lesley.Thomas@nola.gov>
Cc: Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>
Subject: Re: final edits -- for Mailer 2

EMAIL FROM EXTERNAL SENDER: DO NOT click links, or open attachments, if sender is unknown, or the message seems suspicious in any way. DO NOT provide your user ID or password. If you believe that this is a phishing attempt, use the reporting tool in your Outlook to send this message to Security.

Three other options attached.

From: Lesley E Thomas <Lesley.Thomas@nola.gov>
Date: Friday, February 3, 2023 at 3:18 PM
To: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>
Cc: Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>
Subject: RE: final edits -- for Mailer 2

Sorry for the delay... I am not really sure what photos you guys have access to. Maybe another EMS photo from a past event, something action oriented, NOPD walking in the community, something

with public safety works in a community setting. Can you send me some pics you would recommend?

Lesley E. Thomas

Deputy Director of Communications

Office of Mayor LaToya Cantrell

City of New Orleans | 1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112

Lesley.Thomas@nola.gov | 504.658.4951 (o) | 504.758.2916 (c) | 504.658.4938 (f)



City of New Orleans

Mayor LaToya Cantrell

From: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>

Sent: Friday, February 3, 2023 1:14 PM

To: Lesley E Thomas <Lesley.Thomas@nola.gov>

Cc: Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>

Subject: Re: final edits -- for Mailer 2

EMAIL FROM EXTERNAL SENDER: DO NOT click links, or open attachments, if sender is unknown, or the message seems suspicious in any way. DO NOT provide your user ID or password. If you believe that this is a phishing attempt, use the reporting tool in your Outlook to send this message to Security.

Hi Lesley, circling back on request for further direction on what kind of photo you're looking for to replace the cover photo with. I've made all the other changes. Thanks.

From: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>

Date: Thursday, February 2, 2023 at 3:35 PM

To: Lesley E Thomas <Lesley.Thomas@nola.gov>

Cc: Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>

Subject: Re: final edits -- for Mailer 2

Hi Lesley, can you provide any further direction on what kind of photo you're looking for? I have access to about 100 photos.

.....
Mercury.

Carolyn Riggs

Vice President

200 Varick Street, Suite 600

New York, NY 10014

www.mercuryllc.com

From: Lesley E Thomas <Lesley.Thomas@nola.gov>
Sent: Thursday, February 2, 2023 3:31:57 PM
To: Carolyn Riggs (Mercury) <criggs@mercuryllc.com>
Cc: Jake Dilemani (Mercury) <jdilemani@mercuryllc.com>; Carolyn Riggs (Mercury) <criggs@mercuryllc.com>
Subject: final edits -- for Mailer 2

Hi Team,

Here are Gregory's edits which will represent the final edits on our end. Also, we would prefer to change the cover picture. Do you have any alternatives to use in your possession?

Please remove - Completed a \$14.5 billion Hurricane and Storm Damage Reduction System to ensure New Orleans has the strongest levee protection system in her history.

Edit---

Removed blighted properties citywide resulting in 101 demolitions and over 3,000 lots remediated.

Redeployed all commissioned officers and specialized units back to patrol our streets.

Developed a retention plan that has slowed the rate of attrition by keeping officers on the force.

New Orleans is on the frontline of climate change by prioritizing emergency preparedness and mitigation strategies.

Launched a localized network of 20 weather stations which produce more accurate forecasting.

Installed solar generators at City-owned buildings to create cooling, warming, and charging centers during emergencies.

Coming off successful navigation of Covid, the City of New Orleans continues to protect the public safe by.

Distributed over 3,000 doses of Narcan through our public safety agencies to prevent **accidental** overdose deaths.

Created the Universal Home Visiting program to connect families with valuable resources to address maternal and infant mortality rates.

Lesley E. Thomas

Deputy Director of Communications

Office of Mayor LaToya Cantrell

City of New Orleans | 1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112

Lesley.Thomas@nola.gov | 504.658.4951 (o) | 504.758.2916 (c) | 504.658.4938 (f)



City of New Orleans
Mayor LaToya Cantrell

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Mailer Campaign Cost

Had the Office of Communications executed the mailer campaign as originally planned, it would have cost the City nearly \$600,000.

The Office of Communications contemplated a total of 12 mailers. The average cost for printing and postage was \$45,711.25 per mailer. The total cost to print and mail 12 mailers would have been around \$548,535.

- Exhibit B(3).
Email from Jake Dilemani (Partner, Mercury) to Steve Usner (MPress), 1/10/23, providing preliminary schedule for mailer campaign contemplating 12 separate mailers.
- Exhibit E(1), Recap mailer invoice from MPress
Initial Recap mailer cost \$50,946.02 for printing and postage.
- Exhibit E(2), MPress Invoice for Public Safety Mailer #1
Estimated printing and postage cost for second mailer was \$42,728.39
- Exhibit E(3), MPress Invoice for Public Safety Mailer #2
Estimated printing and postage cost for third mailer was \$43,459.33.

Mercury initially contemplated a fee of \$35,000 for their services; this figure was later revised down to \$30,000 to evade procurement rules. The fee to Mercury included a charge of over \$6,000 for a data file containing voter information.

- Exhibit B(1), 12/9/22 Direct Mail Services Proposal from Mercury.
Budget slide provides a total budge of \$35,000.
- Exhibit A(1), Written Justifications for Mercury Contract from Gregory Joseph.
The 1/18/2022 version stipulates a contract term of 3 months for a total contract amount for \$30,000.

The two 4/5/2023 versions break the contract terms into:
December 2022 for \$15,000 and January to March 2023 for \$15,000.

- Exhibit E(4), Invoice from Mercury.
Itemized invoice from Mercury in the amount of \$13,938.36, including \$6,188.36 for “Data File”.



WE
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YOU
LOOK
GOOD
ON
PAPER.
It's what we do!

MPress

4100 Howard Avenue
New Orleans, LA 70125-1325
Phone: (504) 524-8248
Fax: (504) 262-0696
www.mpressnow.com

Quotation 98056

To:

City of New Orleans Mayor Cantrell's Office
Jake Dilemani
City Hall
1300 Perdido St.
2E04
New Orleans, LA 70112

Date 12/29/22
Salesperson STEPHEN USNER
Estimator Patrick Barney

Jake Dilemani,

Here is the quote for the order you requested.

Description	Recap Mailer 11x8.5 Tri-Folds	
Size	Flat Size: 11.25 x 8.75	
	Final Size: 11 x 8.5	
Paper	80# Gloss Cover	
Ink	4/4	
Finishing	Trim, Tri-Fold, In Line Glue, Letterpress Score	
Finishing	Mailing - Convert & Cass Certify, Inkjet	
Prices		
	Quantity	Prices
	106,633	\$18,322.95 Print/Mail

\$32,623.07 Estimated Postage (based on presorted standard bulk rate)

\$50,946.02 Estimated Total with Postage

Sincerely,

Steve Usner
504.237.6355 direct

Quoted By: STEPHEN USNER Sign: _____ Date: _____
Accepted By: _____ Sign: _____ Date: _____



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MPress

4100 Howard Avenue
New Orleans, LA 70125-1325
Phone: (504) 524-8248
Fax: (504) 262-0696
www.mpressnow.com

Quotation
97988

To:

City of New Orleans Mayor Cantrell's Office
Jake Dilemani
City Hall
1300 Perdido St.
2E04
New Orleans, LA 70112

Date 12/29/22
Salesperson STEPHEN USNER
Estimator Patrick Barney

Jake Dilemani,

Here is the quote for the order you requested.

Description	Public Safety Win #1 Mailer 5x10
Size	Final Size: 5 x 10
Paper	100# Gloss Cover
Ink	4/4
Finishing	Trim, Mailing - Convert & Cass Certify, Inkjet
Prices	
Quantity	Prices
106,633	\$10,105.32 Print/Mail

\$32,623.07 Estimated Postage (based on presorted standard bulk rate)

\$42,728.39 Estimated Total with Postage

Sincerely,

Steve Usner

Quoted By: STEPHEN USNER **Sign:** _____ **Date:** _____

Accepted By: _____ **Sign:** _____ **Date:** _____



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It's what we do!

MPress

4100 Howard Avenue
New Orleans, LA 70125-1325
Phone: (504) 524-8248
Fax: (504) 262-0696
www.mpressnow.com

Quotation
97989

To:

City of New Orleans Mayor Cantrell's Office
Jake Dilemani
City Hall
1300 Perdido St.
2E04
New Orleans, LA 70112

Date 12/29/22
Salesperson STEPHEN USNER
Estimator Patrick Barney

Jake Dilemani,

Here is the quote for the order you requested.

Description Public Safety Win#2 Mailer 6x9 4/4
Size Final Size: 6 x 9
Paper 100# Gloss Cover
Ink 4/4
Finishing Trim, Mailing - Convert & Cass Certify, Inkjet
Prices

Quantity	Prices
106,633	\$10,836.26 Print/Mail

\$32,623.07 Estimated Postage (based on presorted standard bulk rate)

\$43,459.33 Estimated Total with Postage

Sincerely,

Steve Usner

Quoted By: STEPHEN USNER **Sign:** _____ **Date:** _____

Accepted By: _____ **Sign:** _____ **Date:** _____

Mercury.

Date	Invoice #
12/31/2022	202301-0016

EIN #20-0298415

Bill To

City of New Orleans
Gregory Joseph
1300 Perdido Street
New Orleans LA 70112

Payment by ACH and Wire to:
Account Title: Mercury Public Affairs LLC
Account Number: 4945339331
Routing Number: 121000248
SWIFT Code for USD payments: WFBIUS6S
SWIFT Code for non-USD Payments:
WFBIUS6WFFX
Bank Address: 420 Montgomery St.
San Francisco, CA 94163
Email payment notification to:
DASAccounting@mercurylle.com

Due Date	Purchase Order
12/31/2022	

Phone #	Fax #	Please remit payment to: Mercury Public Affairs ATTN: Dana Lugo 1285 Avenue of the Americas, 3rd floor NY NY 10019	Payments/Credits \$0.00
(212) 681-1380	(212) 681-1381		Balance Due \$13,938.36
			Customer Total Balance \$13,938.36



1300 Perdido Street, Suite 2E04
New Orleans, LA 70112



FIND SERVICES & GET CONNECTED

**www.nola.gov
504-658-4900**

CONTACT INFO

Mayor LaToya Cantrell

City Hall Hours
Monday–Friday
8:00AM–5:00PM

1300 Perdido St.,
Suite 2E04
New Orleans, LA
70112



History-Making Investments in our Infrastructure



“Under my administration, the Department of Public Works and Sewerage and Water Board of New Orleans has worked together to implement an unprecedented program to restore our damaged infrastructure. We know that investing in infrastructure results in more satisfied, productive, and efficient services for our residents to thrive.”

- Mayor LaToya Cantrell



SMART INVESTMENTS USING LOCAL & FEDERAL FUNDS

- \$2 billion Joint Infrastructure Recovery Request (JIRR) Program FEMA-funded roadwork
- \$150 million FEMA-funded Hazard Mitigation Grant Program (HMGP) projects
- \$141 million HUD-funded National Disaster Resiliency Competition (NDRC) grant projects
- SWB-funded Sewer System Evaluation and Rehabilitation Program (SSERP) (sewer consent decree)
- City-funded bond project work



SOLVING PROBLEMS, ONE PROJECT AT A TIME

- Since May 2018, 88 projects with an estimated value of \$865 million have gone into construction, 56 projects valued at \$379 million have been completed, and another 129 projects valued at \$1 billion are moving into the final design.
- Department of Public Works continues construction on 48 projects valued at \$591 million

STREETLIGHTS & STRIPING

Keeping our streets safe whether you’re in a car or as a pedestrian will always come first in this administration. DPW has repaired 2,148 outages, retrieved 100 knocked-down poles, reset 237 leaning poles, installed 63 new poles, and is finishing work at 27 additional light sites.

The City also permanently restriped Old Gentilly Blvd to reduce the number of travel lanes and added flex posts as physical impediments to eliminate drag racing.

ACCOUNTABLE TO YOU, MAYOR CANTRELL IS DELIVERING SOLUTIONS

From eliminating stunt driving and fixing traffic lights at important intersections to investing millions of federal funds into bolstering and securing New Orleans’ infrastructure, Mayor Cantrell’s administration has been solving problems and delivering solutions for all of us.



STRONG LEADERSHIP FOR A RESILIENT CITY



Appendix 2, Infrastructure Mailer



1300 Perdido Street, Suite 2E04
New Orleans, LA 70112

Appendix 1, Public Safety Mailer



FIND SERVICES & GET CONNECTED

**www.nola.gov
504-658-4900**

CONTACT INFO

**Mayor LaToya
Cantrell**

**City Hall Hours
Monday–Friday
8:00AM–5:00PM**

**1300 Perdido St.,
Suite 2E04
New Orleans, LA
70112**

A CITY THAT BUILDS TOGETHER, STANDS TOGETHER.



MEETING THE CHALLENGE BY INVESTING IN PEOPLE, TECHNOLOGY, AND EQUIPMENT

During a time of nationwide gun violence and crime, the NOPD has successfully:

- Removed almost 3,000 guns from our streets in 2022 – a 28 percent increase from 2021
- Prioritized gun safety and responsibility, distributing hundreds of free gun trigger locks
- Upgraded 9-1-1 and Video Board live streams to pinpoint caller locations and retrieve more accurate data

Striving to keep our people safe, NOLA's public safety teams:

- Created one of America's only Trauma Blood Programs established to increase survival rates
- Spent millions on new ambulances, EMS vehicles, fire ladder trucks, and emergency rescue units
- Removed blight Citywide resulting in 101 properties demolished and over 3,000 lots remediated

Putting our people first, NOPD:

- Deployed all commissioned officers and specialized units back to patrol our streets
- Slowed the rate of attrition and kept officers on the force as a result of the newly approved retention plan
- Welcomed new graduates from the Fire Academy and NOPD Civilian Academy, and unveiled a new NOPD Recruit class

New Orleans is on the front line of climate change, prioritizing emergency preparedness and mitigation strategies

- Launched a localized network of 20 weather stations to generate more accurate forecasting
- Installed solar generators at City-owned buildings to create emergency resource centers
- Completed a \$14.5 billion Hurricane and Storm Damage Risk Reduction System ensuring the strongest levee protection system yet

Coming off successful COVID management, the City of New Orleans continues to keep residents safe by:

- Distributing over 3,000 doses of Narcan (naloxone) through EMS, Fire, and Health departments to prevent overdose deaths
- Securing funding for Universal Home Visiting program connecting families with critical resources to fight maternal and infant mortality rates
- Testing, public education, and vaccination events to stop the monkeypox virus in its tracks



STRONG LEADERSHIP FOR A RESILIENT CITY



3bbWj #
BgTUESXK? S/W