

K23-266

COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS BY AND THROUGH
THE NEW ORLEANS AVIATION BOARD
AND
JOSEPH P. LOPINTO, III, IN HIS CAPACITY AS SHERIFF OF
JEFFERSON PARISH, GREG CHAMPAGNE, IN HIS CAPACITY AS SHERIFF OF ST.
CHARLES PARISH, AND
DEREK BOESE IN HIS CAPACITY AS CHIEF ADMINISTRATIVE OFFICER, ON
BEHALF OF EAST JEFFERSON LEVEE DISTRICT

This Cooperative Endeavor Agreement (the "Agreement") made and entered into by and between the City of New Orleans (the "City"), represented by Mayor LaToya Cantrell, by and through the New Orleans Aviation Board (the "Board"), represented by Chairman Michael G. Bagneris (hereinafter collectively referred to as "NOAB"), and Joseph P. Lopinto, III, in his capacity as Sheriff of Jefferson Parish ("JPSO"), Greg Champagne, in his capacity as Sheriff of St. Charles Parish ("SCSO"), and the East Jefferson Levee District ("EJLD"), represented by Kellie Chandler in her capacity as Regional Director, sometimes hereinafter collectively referred to as the "Parties"). This Agreement is effective as of March 6, 2023 ("Effective Date").

WHEREAS, the Board is a political subdivision of the City responsible for operating and maintaining the Louis Armstrong New Orleans International Airport (the "Airport"), and seeks to have law enforcement services;

WHEREAS, JPSO, SCSO, and EJLD are each a political subdivision of the State of Louisiana capable of providing the services desired by NOAB, and have agreed to provide such services; and

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

NOW THEREFORE, in consideration of the mutual agreements, representations, and covenants contained herein, the Parties agree as follows:

1. Scope of Work.

(a) JPSO shall provide law enforcement services at the Airport on a 24-hour per day, 7-day per week basis, in accordance with the terms of this Agreement.

(b) JPSO shall provide law enforcement services to the Airport utilizing Peace Officer Standards and Training Council ("POST") certified law enforcement officers ("LEOs") on a detail basis.

(c) In connection with its provision of law enforcement services to the Airport, JPSO shall provide commissions for those LEOs from SCSO¹, who have been selected to work the detail at the Airport.

(d) Subject to Section 8(b), JPSO is responsible for assigning a sufficient number of LEOs to the Airport detail to be able to:

- i. Immediately respond to the checkpoints at each concourse,
- ii. Provide a roving patrol of the Airport Operations Area ("AOA"),
- iii. Conduct any necessary criminal investigations and render all appropriate aid and assistance, and
- iv. Enforce all applicable federal, state, and local laws, ordinances, rules, and regulations as well as all lawful rules and regulations promulgated by NOAB and the Airport's Director of Aviation or designee.

(e) Law enforcement services will be provided in accordance with the approved Airport Security Plan ("ASP"). The ASP is considered Sensitive Security Information ("SSI") and shall be made available by the Airport Security Manager only to the JPSO Airport Commander responsible for the Airport detail, the Airport Shift Commander (3860), or other designees of the JPSO with a "need to know" (as this term is defined and used 49 CFR Part 1520) such information for the purpose of providing services under this Agreement. All LEOs assigned to work at the Airport shall be subject to and comply with the requirements of 49 CFR Part 1520. All SSI shall be maintained by JPSO, SCSO, EJLD, and/or any LEOs who perform law enforcement services at the Airport in accordance with 49 CFR Part 1520, applicable TSA policies and requirements, and any applicable federal laws, rules, regulations, and requirements.

(f) In the event of an emergency, JPSO shall coordinate assignments to LEOs from JPSO, SCSO, EJLD, or any other jurisdiction approved by NOAB and/or JPSO and shall notify the Airport Security Manager and the Airport's communications center ("AVCOM").

(g) Services provided under this Agreement will also include providing assistance when needed to the Airport's Security Department in its review of fingerprint/criminal background results it receives as part of the Airport's badging process. JPSO will use its best efforts to respond to questions by the Airport Security Department.

(h) JPSO shall have overall responsibility of the 24-hour per day, 7-day per week, 52-weeks per year administration of the LEO detail at the Airport. JPSO shall coordinate the required detail security positions; manpower scheduling; officer training; electronic attendance record entry and maintenance; payroll processing; coordinating special events and holiday coverage. When needed, JPSO will provide available specialized resources to assist with events and incidents.

2. Post Assignments.

¹ LEOs from EJLD are commissioned by the State of Louisiana.

(a) Post assignments for LEOs assigned to the Airport detail shall be in accordance with Attachment A -- "Post Assignments and Staffing", which attachment may be changed and/or updated from time to time by mutual agreement of the Director of Aviation (or his/her designee) and JPSO without the requirement of a formal amendment to this Agreement.

(b) When an arrest is made by a LEO on the Airport detail, the arresting LEO shall be replaced while processing the arrest. Post assignments shall be adjusted, if necessary, ensuring the coverage requirements set forth in Attachment A. All citations issued by LEOs assigned to the Airport detail shall be forwarded to the appropriate court or other judicial or administrative body for prosecution. Upon request, a copy of any police report with an arrest whereby an NOAB employee is a witness to the underlying event shall also be provided to Airport's security department for transfer to legal.

(c) JPSO is responsible for providing a qualified and trained supervisor that will serve as the Airport Shift Commander in charge of all LEOs assigned to the Airport detail during a particular work shift. The Airport Shift Commander is responsible for ensuring that all required post assignments are fully staffed, and shall be responsible for coordinating all law enforcement activities occurring at the Airport during a particular work shift.

(d) JPSO is responsible for the performance of all administrative activities necessary and required for the administration of the provision of law enforcement services at the Airport. JPSO shall provide such certifications and documentation as may be requested by the Airport or required under the Airport's agreements with the Transportation Security Administration ("TSA") with respect to reimbursement for law enforcement services provided at security checkpoints.

3. Compensation and Recordkeeping.

(a) Rate of compensation. The compensation to JPSO for the LEOs detailed to the Airport shall be on an hourly basis as per the rate structure set forth in Attachment B -- "Rate Structure". JPSO shall also be paid an administrative fee of \$4.00 per hour per LEO detailed to the Airport as set forth in Attachment B. In addition, JPSO shall be paid an administration position fee for any of those certain services identified in Attachment B that are actually performed during a given month. JPSO will submit bi-weekly invoices to NOAB for payment of the actual services provided by JPSO during the previous two-week period. Each invoice shall include a brief synopsis of the general services provided and any major or unusual events that took place during the invoice period. Each invoice shall identify the total amount due, and shall detail the actual hours worked, and the applicable hourly rates by all LEOs detailed to the Airport, the administrative fee which is due, and the administration position fees which are due. Attachment C details the Living Wage Provision required for inclusion by the City.

(b) Maximum Amount. The maximum aggregate amount payable by NOAB under this Agreement is Five Million Four Hundred Thousand and 00/100 Dollars (\$5,400,000.00).

(i) Cost Recovery. In accordance with Section 2-8.1 of the New Orleans Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the JPSO, SCSO, and EJLD shall reimburse the NOAB or disgorge anything of value or economic benefit received from the NOAB if the JPSO, SCSO, or EJLD fails to meet its contractual obligations.

(c) **Recordkeeping.** The payroll book, recording all LEO time entries, shall be kept in the Airport Police Room and shall be made available to the Director of Aviation or his/her designee upon request. The Airport Shift Commander shall certify at the end of his/her shift that all of the entries in the payroll book are true and correct. JPSO is responsible for electronically entering all time actually worked by each LEO as reported on the sign-in sheets into the "Attendance" module of the NOAB Police Detail Tracking System or such other system as the NOAB may require in the future. JPSO is responsible for verifying the accuracy of all information entered into such system. For invoices presented to the NOAB at any time between March 31 and December 15, NOAB will pay invoices within 45 days from NOAB's receipt of the invoice. For invoices presented to the NOAB for payment anytime between December 15 and March 30, the NOAB will endeavor to pay invoices presented for payment within 45 days of presentment; however, the Parties acknowledge that invoices presented anytime between January 1 and March 30 may take as long as 90 days before said invoice can be paid. All payroll records shall be kept on a generally accepted accounting basis, and shall be made available to the Director of Aviation or designee at all reasonable times. JPSO shall retain all relevant payroll and other records for at least three (3) years following the date of termination of this Agreement or such longer period if any is required pursuant to the Airport's agreements with TSA. It is understood and agreed that this requirement shall survive expiration or termination of this Agreement until the above-described time period has expired.

4. **Reports.** JPSO shall provide a summary of all incidents at the Airport to the Airport Security Manager on a daily basis. The reports shall provide the date, time, type of incident, location of the incident at the Airport, and the resolution of the incident if applicable. To the extent not protected from disclosure by law depending on the nature of the incident and the status of any JPSO investigation of the incident, JPSO is responsible for providing or securing such other reports or other information relating to incidents at the Airport or the performance of services under this Agreement as may be requested by the Director of Aviation or his/her designee.

5. **Attendance at Meetings.** The JPSO Airport Commander and/or the JPSO Airport Administrative Staff shall be available to attend all staff and other meetings required by the Director of Aviation or his/her designee. In addition, the JPSO Airport Commander, JPSO Airport Administrative Staff, and the Airport Shift Commander shall be available to meet with the Airport Security Manager and/or other Airport staff as necessary.

6. **Term of Agreement.** The term of this Agreement shall be 1 year from the Effective Date.

7. **Termination of Agreement.** NOAB or JPSO may terminate the performance of services under this Agreement, with or without cause, and in whole or in part, at any time. Any termination of services shall be effected by delivery of written notice thirty (30) days in advance of termination specifying the extent to which the performance of services under this Agreement is being terminated and the date upon which the termination shall be effective. Should JPSO terminate this Agreement, JPSO agrees to cooperate with the NOAB in transitioning LEO services to new LEO service provider(s), including but not limited to JPSO commissioning Orleans Parish LEOs in Jefferson Parish, so that all services under this Agreement can be performed by the replacement LEOs put into service before or at the expiration of the 30-day notice period; such commission shall in no terms extend beyond the expiration of this cooperative endeavor agreement unless the Parties agree otherwise. Additionally, this Agreement shall terminate if the maximum aggregate amount payable by NOAB identified in Section 3(b) is fully expended prior to the expiration of

the term and the NOAB does not allocate additional funding to cover the costs for continued services. To the fullest extent practicable, NOAB shall give a thirty (30) day written notice to JPSO of the date that the funds identified in Section 3(b) will be expended. The parties agree that JPSO is only obligated to perform under this agreement so long as NOAB appropriates the necessary funding to complete the one-year term of this agreement.

8. Chain of Command.

(a) The Airport Security Manager shall be the designated representative of NOAB for day-to-day communications with JPSO in connection with this Agreement. The JPSO Airport Commander and the JPSO Airport Administrative Staff shall be the designated representatives of JPSO in communicating with NOAB in connection with this Agreement.

(b) The Airport Security Manager may make such changes in the personnel or duty posts set forth in Attachment A as he/she deems necessary with the mutual agreement of JPSO which shall not be unreasonably withheld.

(i) Any permanent change in personnel or duty posts shall be communicated to JPSO in writing. Any permanent change in personnel or duty posts shall be reflected in a letter agreement amending Attachment A and will become part of this Agreement once signed by the Director of Aviation or his/her designee, without the need for a formal amendment to this Agreement. Any increase or decrease of the aggregate personnel hours in Attachment A shall result in a corresponding increase or decrease to the aggregate dollar amount as shown in section 3(b).

(ii) Temporary and/or emergency assignment of LEOs to areas of the Airport other than those specified in Attachment A shall be made immediately on request by the Director of Aviation or his/her designee or the Airport Security Manager.

9. Qualifications and Training.

(a) All LEOs assigned to the Airport detail shall be POST-certified by the State of Louisiana.

(b) All LEOs assigned to the Airport detail shall obtain a valid, Airport-issued security badge.

(c) All LEOs assigned to the Airport detail shall be required to complete the following training prior to the issuance of an Airport security badge:

- (i) Security Identification Display Area (“SIDA”)
- (ii) Security Enforcement Training (Airport Security Plan – Appendix 17 training)
- (iii) Non-Movement Driver Training
- (iv) Airport Customer Service
- (v) Physical Vehicle Inspection

(d) All LEOs assigned to duty in restricted areas of the Airport must possess a valid Airport-issued security badge. For purposes of this Agreement, restricted areas include all non-

public areas of the Airport, all areas located beyond security checkpoints, the SIDA, the AOA, and any other areas designated on the ASP.

(e) All documents related to the qualifications and training of LEOs assigned to the Airport detail shall be maintained by the Airport Commander or his/her designee and provided to NOAB, the Director of Aviation, or his/her designee upon request.

(f) LEOs assigned to the Airport shall attend such recurring training as may be required for maintaining an Airport-issued security badge and/or any other requirements for the provision of law enforcement services at the Airport.

10. Independent Government Agencies. NOAB, JPSO, EJLD, and SCSO status shall be that of independent government agencies, and not as the agent or employee of the other. The parties' relationship shall be that of independent contractors. LEOs or other personnel who perform services under this Agreement shall not be considered employees of NOAB or the Airport, and shall not have any employment or other contractual relationship with NOAB or the Airport. It is expressly agreed and understood by and between the parties that NOAB shall not be liable for the following:

(a) Workers' Compensation Coverage

(b) Unemployment Coverage

(c) Sick and/or Annual Leave

(d) Other benefits, including but not limited to medical insurance, life insurance, paid vacations, pension, and Social Security.

11. Special Events. All parties to this Agreement recognize that from time to time additional LEOs may be requested on a temporary basis for special events. If more than 5 additional LEOs are required, the Airport or JPSO shall request the additional officers in writing. Should JPSO be unable to comply with a special event request by the Airport, the parties agree that the NOAB and the Airport shall not be restricted by any provision of this Agreement in requesting assistance from whatever sources they deem appropriate in meeting the security needs of the Airport for the special event.

12. Disciplinary Action. JPSO is responsible for maintaining a personnel file on each LEO assigned to the Airport detail recording any complaints lodged against any LEO arising out of services performed at the Airport. Any LEO with more than 1 sustained complaint or more than 5 unsustained complaints in his/her Airport file shall be removed from the Airport detail without any adverse charges to the NOAB. Misconduct allegations against an LEO assigned to the Airport detail shall be conducted by the respective law enforcement agency of the accused LEO. NOAB and Airport officials agree to cooperate in any misconduct investigations.

13. Fines.

(a) JPSO, SCSO, and/or EJLD shall be responsible for any fines or penalties assessed against the NOAB or the Airport by the FAA and/or TSA if the fines or penalties were the result of gross misconduct by their respective JPSO, SCSO and/or EJLD personnel. JPSO, SCSO, and/or EJLD shall be reimbursed for such fines, however, if an investigation proves that the violation resulted from decisions made by, or instructions given by, the NOAB or the Airport.

(b) JPSO, SCSO, and EJLD shall be responsible for any fines or penalties which may be assessed by TSA as a result of JPSO, SCSO, or EJLD's non-compliance with the provisions of 49 CFR Part 1542 entitled "Airport Security", as may be amended.

(c) Any fines or penalties for which JPSO, SCSO, or EJLD are responsible pursuant to this Agreement shall be reimbursed to the Airport within forty-five (45) days of receipt of written notice from the Director of Aviation stating the amount of the fine or penalty.

14. **Airport Facility and Equipment.** NOAB and the Airport will provide facilities and basic office equipment in the terminal deemed necessary by the Director of Aviation or his/her designee for JPSO to perform the services required under this Agreement. Requests for additional equipment shall be made in writing by the JPSO Airport Commander. Request for other space needed for police services at the Airport (outside of the space currently provided in the terminal) shall be made in writing. If the request for additional space is agreeable to by the Airport, JPSO will be allowed to occupy the space "as-is" and the Airport will have no obligation to make any improvements to the space to make it suitable for JPSO's use. Further, the Airport reserves the right to require relocation or abandonment of such space if the Airport identifies a more beneficial use for the additional space and provides thirty (30) days advance notice.

15. **Parking.** The Airport will provide twenty-five (25) parking spaces for LEOs while working the Airport detail. To the extent possible, the parking will be in close proximity to the terminal.

16. **Vehicles.** JPSO, SCSO, and EJLD shall provide and maintain all motorized vehicles necessary for the performance of services under this Agreement.

17. **Indemnification.**

(a) Except in cases of vehicular collision with an aircraft on the AOA, gross negligence or willful misconduct by personnel employed, or contracted with, by the JPSO, SCSO, or EJLD, the NOAB shall indemnify, protect by counsel, and hold the JPSO, SCSO, or EJLD, and its members, officers, employees, agents, and assigns, harmless from and against any and all claims, demands, suits, and judgments of sums of money accruing against the JPSO, SCSO and/or EJLD: for loss of life or injury or damage to persons or property arising from or relating to any act or omission of the operation of JPSO, SCSO and/or EJLD, its agents or employees while engaged in or in connection with the discharge or performance of any Services under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to JPSO, SCSO and/or EJLD in connection with the performance of work under this Agreement. NOAB shall not indemnify the JPSO, SCSO, or EJLD for any damages, liability, or claims resulting from a vehicular collision with an aircraft on the AOA, the gross negligence or willful misconduct of the JPSO, SCSO, or EJLD, its officers, agents, employees, attorneys, consultants, independent contractors or third parties.

(b) In cases involving a vehicular collision with an aircraft on the AOA, gross negligence or willful misconduct by personnel employed, or contracted with, by the JPSO, SCSO, or EJLD, the JPSO, SCSO, and EJLD shall respectively indemnify, protect by counsel, and hold the NOAB, and its members, officers, employees, agents, and assigns, harmless from and against any and all claims, demands, suits, and judgments of sums of money accruing against the NOAB: for loss of life or injury or damage to persons or property arising from or relating to any act or omission of the operation of JPSO, SCSO and/or EJLD, any of their respective agents or

employees while engaged in or in connection with the discharge or performance of any Services under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to JPSO, SCSO and/or EJLD in connection with the performance of work under this Agreement.

(c) JPSO, SCSO, and/or EJLD each have an immediate and independent obligation to, at the Board's or City's option: (a) defend the Board and City from or (b) reimburse the Board and the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) JPSO, SCSO and/or EJLD are ultimately absolved from liability.

(d) Notwithstanding any provision to the contrary, JPSO, SCSO, and/or EJLD shall bear the expenses including, but not limited to, the Board's and City's reasonable attorney fees and expenses, incurred by the Board and the City in enforcing this indemnity.

18. Insurance. During the term of this Agreement, JPSO, SCSO, and EJLD shall maintain the insurance coverage identified below. Copies of the required insurance policies, or proof of adequate self-insurance, must be provided to the NOAB prior to the commencement of any services under this Agreement. All policies of insurance or self-insurance shall include the NOAB and its officers, boards, commissions, elected officials, and employees as additional insureds against the occurrence of the matters listed herein, but only with respect to liability arising out of operations by JPSO, SCSO, and/or EJLD under this Agreement. All policies of insurance or self-insurance shall provide for a waiver of subrogation in favor of the NOAB and its officers, boards, commissions, elected officials, and employees.

(a) Automobile liability insurance or proof of self-insurance with a combined single limit of \$1,000,000 each accident and for bodily injury or property damage and defense with respect to owned and non-owned automobiles used in operations by JPSO, SCSO, and/or EJLD under this Agreement.

(b) Law enforcement professional liability insurance or proof of self-insurance with a limit of \$1,000,000 each occurrence and in the aggregate.

19. Entire Agreement. Except as otherwise expressly identified in this Agreement with regard to changes to Attachment A, this Agreement and the attachments hereto constitute the entire agreement between the parties and no prior or contemporaneous written or oral agreement exists which can be deemed to alter the provisions hereof.

20. Venue and Governing Law. It is expressly acknowledged and agreed by and between the parties that venue for any action arising under this Agreement shall lie exclusively in the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana and that this Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Louisiana.

21. Compliance with Laws. JPSO, SCSO, and EJLD shall comply with all applicable federal, state, and local laws, statutes, and ordinances, and with all applicable rules, regulations, and orders of any governmental department, board, bureau, or agency, including, but not limited to those of the NOAB.

22. No Contingent Fee. JPSO, SCSO, and EJLD warrant that no person was employed or retained to solicit or secure this contract upon an agreement or understanding for a commission,

percentage, brokerage, or contingent fee, excepting bonafide employees or any attorney retained at least in part for such purpose. JPSO, SCSO, and EJLD further warrant that they have not paid or agreed to pay any person or entity, other than bonafide employees or attorney, any fee, commission, contribution, donation, percentage, gift, or any other consideration which is contingent upon or resulting from, an award of this contract.

23. **Conflicts of Interest.** JPSO, SCSO, and EJLD covenant that they have no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required by this Agreement. JPSO, SCSO, and EJLD further covenant that no person having any such interest shall be employed to perform services under this Agreement.

24. **Subletting or Assignment of Agreement.** JPSO's rights and obligations under this Agreement shall be deemed personal to JPSO. JPSO shall not assign, sell, transfer, convey, or subcontract any portion thereof without the prior written consent of the NOAB. Copies of all authorized subcontracts or other agreements shall be provided to the NOAB immediately upon execution. A subcontract will not, in any case, relieve the JPSO of primary responsibility under this Agreement. Any attempted transfer or subcontract made without the prior written consent of the NOAB shall be null and void *ab initio*.

25. **Successors and Assigns.** Subject to the limitations on assignment and transfer set forth in this Agreement, the parties agree that this Agreement shall be binding upon and inure to the benefit of the NOAB, JPSO, SCSO, and EJLD and each party's successors and assigns.

26. **Force Majeure.** No party shall be deemed in violation of this Agreement if the party is prevented from performing its obligations hereunder by reason of material shortages, acts of God, acts of a public enemy, pandemic, floods, riots, rebellion, sabotage, or other substantially similar circumstances from which the party is not responsible or which is not in the party's control or a shortage of personnel resulting from such circumstance. To be entitled to the protections afforded by this Section, written notice of any such impediment to performance must be given to the other parties as quickly as is reasonably possible. NOAB shall not be required to pay for any personnel who are not able to be at their post due to a Force Majeure.

27. **Non-Discrimination.**

(a) In connection with the performance of services under this Agreement, JPSO, SCSO, and EJLD covenant that they will not discriminate against any individual or groups of individuals on the basis of 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, directly or indirectly, or through contractual or other arrangements. Additionally, JPSO, SCSO, and EJLD shall comply with all regulations relative to non-discrimination in federally-assisted programs and shall create and maintain such records as are reasonably necessary to enable the NOAB to evaluate their compliance with this Section. JPSO shall maintain such records for at least 3 years following the date of termination of this Agreement.

(b) The NOAB may terminate this Agreement for cause if JPSO, SCSO, and/or EJLD fail to comply with any obligation in this Section, which failure is a material breach of this Agreement.

28. **Notice.** Any notice required under this Agreement to be given by any party to the other parties shall be in writing and shall be personally delivered or sent by mail (registered, certified, or overnight) to the following:

NOAB: Kevin C. Dolliole, Director of Aviation
Louis Armstrong New Orleans International Airport
900 Airline Drive, 3rd Floor Administrative Offices
Kenner, Louisiana 70062

JPSO: Sheriff Joseph P. Lopinto, III
1233 Westbank Expressway
Harvey, Louisiana 70058

SCSO: Sheriff Greg Champagne
15045 River Road
Hahnville, Louisiana 70057

EJLD: Regional Director
Flood Protection Authority - East
Kellie Chandler
6920 Franklin Ave.
New Orleans, Louisiana 70122

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

30. **Non-Waiver.** The failure of a 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 another 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 the 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.

31. **Prohibition of Financial Interest in Agreement.** No elected official or employee of the NOAB 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 NOAB shall be deemed to be a financial interest of such elected official or employee of the NOAB.

32. **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.

33. **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.

34. **Amendment.** Except as otherwise expressly identified in this Agreement with regard to changes to Attachment A, no amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of all parties to this Agreement.

35. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to and may be appended to any other counterpart.

36. **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 facsimile, email, or other means of electronic transmission 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.

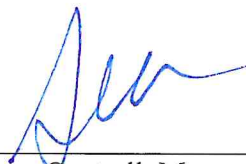
37. **Required Federal Contract Provisions.** The Parties agree to comply with the Required Federal Contract Provisions attached hereto as Attachment D.

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[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Cooperative Endeavor Agreement to be executed as of the Effective Date.

CITY OF NEW ORLEANS

FOR By:  5/25/2023
LaToya Cantrell, Mayor Date

Form and Legality Approved:
Law Department
City of New Orleans

By: 
Printed Name: Tracy Hylton

[NOAB SIGNATURES CONTAINED ON NEXT PAGE]

Approved by resolution of the New Orleans Aviation Board dated February 16, 2023, and directing the Chairman and Director of Aviation to execute the same:

NEW ORLEANS AVIATION BOARD

By: Michael Bagneris 4/4/23
Hon. Michael G. Bagneris, Chairman Date
New Orleans Aviation Board

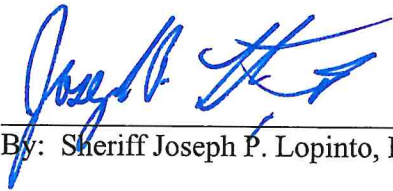
By: Kevin Dolliole 4-4-23
Kevin Dolliole, Director of Aviation Date
New Orleans Aviation Board

Reviewed as to form and legality:

By: Michele Allen-Hart 3/31/23
Michele Allen-Hart Date
General Counsel and Deputy Director of Legal Affairs
New Orleans Aviation Board

[JPSO SIGNATURE CONTAINED ON NEXT PAGE]

JOSEPH P. LOPINTO, III, IN HIS CAPACITY AS SHERIFF OF JEFFERSON PARISH

 4/13/23
By: Sheriff Joseph P. Lopinto, III Date

[SCSO SIGNATURE CONTAINED ON NEXT PAGE]

GREG CHAMPAGNE, IN HIS CAPACITY AS SHERIFF OF ST. CHARLES PARISH



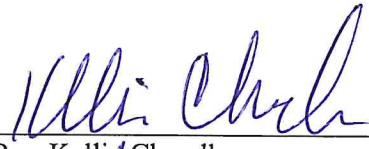
By: Sheriff Greg Champagne

4-3-23

Date

[EJLD SIGNATURE CONTAINED ON NEXT PAGE]

**BOARD OF COMMISSIONERS OF THE SOUTHEAST LOUISIANA FLOOD
PROTECTION AUTHORITY – EAST, THE GOVERNING AUTHORITY OF THE
EAST JEFFERSON LEVEE DISTRICT**

 4/5/23
By: Kellie Chandler Date
Its: Regional Director

ATTACHMENT A

POST ASSIGNMENTS AND STAFFING

1. The post assignments and post-hours promulgated by the Director of Aviation or his designated representative are those which JPSO shall ensure will be manned with law enforcement personnel with no exceptions. Duties described and priorities will be carried out including verbal assistance to passengers. Post assignments, responsibilities, and qualifications described in the ASP shall be adhered to by LEOs unless modified and/or changed by a TSA security directive issued after the Effective Date.
2. To ensure that the Airport always maintains a minimum acceptable level of security coverage, each post assignment is assigned a priority class indicating the priority for manning of the post. Each post-assigned description includes a priority class rating of I, II, or III. The below lists the post-manning requirements for each priority class that would be required if the Airport were to have passenger activity at the pre-COVID-19 level (2019 activity was 13.6 million total passengers). Given the impact of the global COVID-19 pandemic, the Airport will identify and advise JPSO as to the required post assignments and post-manning requirements based on the Airport's determination of expected passenger levels. The Airport will regularly review estimated passenger traffic and any post adjustments so that JPSO has advance notice to secure the necessary officers to cover any changes to post positions or the number of officers required or post manning hours.
 - a. Priority Class I: Post must be manned at all times during post hours. Coffee or meal breaks cannot be taken unless the police officer on duty is relieved by another law enforcement officer.

Post 3860 – Shift Commander
Post 3861 – Concourse Checkpoint West
Post 3862 – Concourse Checkpoint East
Post 3863* – Concourse Checkpoint Center
Post 3880 – AOA Patrol
Post 3880A – SIDA Ramp Patrol

* Post to be manned only when checkpoint operational – for all other hours to be reassigned as to baggage claim, ticketing lobby, and/or additional ramp rover.

- b. Priority Class II: Post must be manned during post hours except for coffee or meal breaks, or special duties not to exceed 30 minutes in length.

Post 3871 – Arrivals Ramp – Westside
Post 3872 – Departures Ramp – Westside
Post 3873 – Arrivals Ramp – Eastside
Post 3874 – Departures Ramp – Eastside
Post 3875* – Rover Ramp

* Post to be manned as needed, but the initial estimated required hours will be 12 noon to 12 midnight. Position is flexible and can be utilized on the ramps, inside the terminal, or special duties as the need arise.

- c. Priority Class III. Post must be manned during post hours except for coffee or meal breaks, or special duties. Police officer manning the post may be moved to a priority Class I, or II post if vacancies require. These posts shall not go unmanned for more than 24 hour period.

Post 3865A – Concourse A and B

Post 3865 – Concourse C

Post 3866 – Baggage Claim Assignment/ 1st Floor Terminal

Post 3867 - Ticket Counter/3rd Floor Terminal

Post 3882 – Landside Rover

- d. Priority Class IV: When deemed required, the following posts must be manned during post hours except for coffee or meal breaks, or special duties. Police officer manning the post may be moved to a priority Class I, II, or III post if vacancies require.

Post 3870 – Traffic Supervisor

Post 3876 – Traffic Circle or Ramp

Post 3877 – Traffic Circle or Ramp

Post 3878 – Traffic Circle or Ramp

Post 3879 – Traffic Circle or Ramp

Post 3880B – South Campus SIDA Ramp Patrol

Post 3883 – South Campus Terminal Rover

Post 3884 – Landside (Rideshare Support)

- e. The number of posts and/or required number of police officers are subject to the terms and conditions set forth in paragraphs 7 and 8 of the Agreement.
- 3. Staffing shall consist of sufficient JPSO personnel to man those posts determined to be required by the Director of Aviation or his designated representative. Each shift shall be supervised by a LEO of at least the rank of Sergeant.
 - 4. It is the responsibility of the JPSO to keep all shifts fully staffed to the best of their ability with the understanding that Priority Class 1 posts are required to be staffed at all times to ensure that federal security requirements are met at the Checkpoint and Perimeter. In the event that a police officer is absent from duty, JPSO shall make every effort to replace the police officer with another officer of at least equal experience and qualifications.

5. The staffing structure at the Airport is as follows:

3801	Airport Police Commander
3812	Detachment Commander
3820	Logistics Officers
3830	Payroll Administrator
3850	Bomb Technician
3860	Shift Commander
3861-67	Terminal Assignment
3870	Traffic Supervisor
3871-79	Traffic Assignment
3880	AOA Perimeter
3880A	SIDA Ramp Assignment
3880B	South Campus SIDA Ramp Assignment
3882	Landside
3883	South Campus Terminal Assignment
3884	Landside (Rideshare)

ATTACHMENT B **RATE STRUCTURE**

Administration Position:	Monthly Cost
Commander	\$3,000
Operational Staff 1	\$2,250
Operational Staff 2	\$2,000
Payroll Administrator	\$1,000
Bomb Technician	\$1,200
Shift Commander (3860) and Traffic Supervisor (3870):	
3860/3870	\$47.00/hr.
3860/3870 (Shift Differential)	\$50.00/hr.
3860/3870 (Declared Holiday Rate)	\$70.50/hr.
3860/3870 (Family Holiday Rate)	\$94.00/hr.
3860/3870 (Shift Differential Declared Holiday Rate)	\$75.00/hr.
3860/3870 (Shift Differential Family Holiday Rate)	\$100.00/hr.
Terminal Assignments:	
3861, 3862, 3863, 3865, 3865A, 3866, 3867	
Terminal Positions	\$37.00/hr.
Terminal Positions (Shift Differential)	\$40.00/hr.
Terminal Positions (Declared Holiday Rate)	\$55.50/hr.
Terminal Positions (Family Holiday Rate)	\$74.00/hr.
Terminal Positions (Shift Differential Declared Holiday Rate)	\$60.00/hr.
Terminal Positions (Shift Differential Family Holiday Rate)	\$80.00/hr.
Traffic and Landside Assignments:	
3871, 3872, 3873, 3874, 3875, 3876, 3877, 3878, 3879, 3882, 3884	
Traffic and Landside Assignments	\$39.00/hr.
Traffic and Landside Assignments (Shift Differential)	\$42.00/hr.
Traffic and Landside Assignments (Declared Holiday Rate)	\$58.50/hr.
Traffic and Landside Assignments (Family Holiday Rate)	\$78.00/hr.
Traffic and Landside Assignments (Shift Differential Declared Holiday Rate)	\$63.00/hr.
Traffic and Landside Assignments (Shift Differential Family Holiday Rate)	\$84.00/hr.
AOA and SIDA Ramp Assignments:3880 3880A,	
AOA and SIDA Ramp Assignments	\$37.00/hr.
AOA and SIDA Ramp Assignments (Shift Differential)	\$40.00/hr.
AOA and SIDA Ramp Assignments (Declared Holiday Rate)	\$55.50/hr.
AOA and SIDA Ramp Assignments (Family Holiday Rate)	\$74.00/hr.
AOA and SIDA Ramp Assignments (Shift Differential Declared Holiday Rate)	\$60.00/hr.
AOA and SIDA Ramp Assignments (Shift Differential Family Holiday Rate)	\$80.00/hr.

South Campus (former terminal, AOA Ramp) Assignments:
3883, 3880B

South Campus Assignments	\$37.00/hr.
South Campus Assignments (Shift Differential)	\$40.00/hr.
South Campus Assignments (Declared Holiday Rate)	\$55.50/hr.
South Campus Assignments (Family Holiday Rate)	\$74.00/hr.
South Campus Assignments (Shift Differential Declared Holiday Rate)	\$60.00/hr.
South Campus Assignments (Shift Differential Family Holiday Rate)	\$80.00/hr.

JPSO Administrative Fee

\$4.00/per man hour actually worked (exclusive of Administrative Positions)

Observed Holidays:

It is agreed that the following are the recognized holidays and detail shifts in observance of such holidays for payment of the applicable hourly Holiday Rate:

Declared Holidays:

New Year's Eve	0000 - 1800 hours
Martin Luther King Day	0000 - 2400 hours
Lundi Gras	0000 - 2400 hours
Good Friday	0000 - 2400 hours
Memorial Day	0000 - 2400 hours
Veteran's Day	0000 - 2400 hours
Thanksgiving Holiday	0000 - 2400 hours
Christmas Eve	0000 - 1800 hours

Family Holidays:

New Year's Eve	1800 - 2400 hours
New Year's Day	0000 - 2400 hours
Mardi Gras Day	0000 - 2400 hours
Easter	0000 - 2400 hours
Independence Day (4 th of July)	0000 - 2400 hours
Labor Day	0000 - 2400 hours
Thanksgiving Day	0000 - 2400 hours
Christmas Eve	1800 - 2400 hours
Christmas Day	0000 - 2400 hours

Shift Differential:

It is agreed that payment of the hourly Shift Differential rate is only applicable for the following detail shifts:

Weekdays (Monday-Friday)	0000 - 0600 hours
Weekends (Saturday and Sunday)	0000 - 2400 hours

ATTACHMENT C

LIVING WAGES

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

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

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

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

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

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

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

F. Reporting. On or before January 31st and upon request by the City, the JPSO, SCSO, and EJLD shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered

Employees earning less than 130% of the then-prevailing wage during the current term of the Agreement, and provide the identified information to the following:

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

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

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

ATTACHMENT D
REQUIRED FEDERAL CONTRACT PROVISIONS

PROVISION 1. ACCESS TO RECORDS AND REPORTS

The Consultant must maintain an acceptable cost accounting system. The Consultant agrees to provide the Airport, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. The Consultant agrees to maintain all books, records, and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed. This provision must be included in all Subcontracts of the Consultant.

PROVISION 2. BREACH OF CONTRACT TERMS

Any violation or breach of the terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant with written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

PROVISION 3. GENERAL CIVIL RIGHTS PROVISIONS

The Consultant agrees to comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Consultant and subconsultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

PROVISION 4. CIVIL RIGHTS-TITLE VI—COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) agrees as follows:

- A. **Compliance with Regulations:** The Consultant will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
- B. **Non-discrimination:** The Consultant, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- C. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of the Consultant’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- D. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor/Airport or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Sponsor/Airport or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of a Consultant’s noncompliance with the Non-discrimination provisions of this Contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - 1) Withholding payments to the Consultant under the Contract until the Consultant complies; and/or
 - 2) Cancelling, terminating, or suspending the Contract, in whole or in part.
- F. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant

thereto. The Consultant will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

PROVISION 5. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this Contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, and national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

PROVISION 6. CLEAN AIR AND WATER POLLUTION CONTROL

For contracts that exceed \$150,000.00, Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Consultant agrees to report any violation to the Sponsor Airport immediately upon discovery. The Sponsor Airport assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Consultant must include this requirement in all subcontracts that exceed \$150,000.

PROVISION 7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No consultant or subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Consultant and any subcontractor/subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such consultant and subconsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of

the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any money payable on account of work performed by the consultant and subconsultant under any such contract or any other Federal contract with the same prime consultant, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such consultant and subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors/subconsultants.

The Consultant or subconsultant shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower-tier subcontracts. The prime consultant shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

PROVISION 8. COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

PROVISION 9. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Sponsor Airport encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

PROVISION 10. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Consultant agrees as follows:

- (1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, 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. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of

enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

PROVISION 11. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups, not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Consultant, or any subconsultant at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Consultant is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Consultants shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each consultant or subconsultant participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good-faith effort to achieve each goal under the Plan in each

trade in which it has employees. The overall good faith performance by other consultants or subconsultants toward a goal in an approved Plan does not excuse any covered consultant's or sub-consultant's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Consultant shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Consultant should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Consultant is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Consultant has a collective bargaining agreement to refer either minorities or women shall excuse the Consultant's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Consultant during the training period and the Consultant shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Consultant shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Consultant's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Consultant shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Consultant's employees are assigned to work. The Consultant, where possible, will assign two or more women to each construction project. The Consultant shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Consultant's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Consultant or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a

union, a recruitment source, or a community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Consultant by the union or, if referred, not employed by the Consultant, this shall be documented in the file with the reason therefore along with whatever additional actions the Consultant may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Consultant has a collective bargaining agreement has not referred to the Consultant a minority person or female sent by the Consultant, or when the Consultant has other information that the union referral process has impeded the Consultant's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Consultant's employment needs, especially those programs funded or approved by the Department of Labor. The Consultant shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Consultant's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Consultant in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and the disposition of the subject matter.

h. Disseminate the Consultant's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Consultant's EEO policy with other consultants and subconsultants with whom the Consultant does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Consultant's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Consultant shall send written notification to organizations, such as the

above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Consultant's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Consultant's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilets and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction consultants and suppliers, including circulation of solicitations to minority and female consultant associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Consultant's EEO policies and affirmative action obligations.

8. Consultants are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a consultant association, joint consultant union, consultant community, or other similar groups of which the Consultant is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Consultant actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Consultant's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Consultant. The obligation to comply, however, is the Consultant's, and failure of such a group to fulfill an obligation shall not be a defense for the Consultant's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Consultant, however, is required to provide equal employment opportunities and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Consultant has achieved its goals for women generally), the Consultant may be in violation of the Executive Order if a specific minority

group of women is underutilized.

10. The Consultant shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Consultant shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Consultant shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any consultant who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Consultant, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Consultant fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Consultant shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, consultants shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

PROVISION 12. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

PROVISION 13. CERTIFICATION REGARDING LOBBYING

The Consultant certifies by signing and submitting this Contract, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PROVISION 14. PROHIBITION OF SEGREGATED FACILITIES

(a) The Consultant agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Consultant agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this Contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Consultant shall include this clause in every subcontract and purchase order that is

subject to the Equal Employment

PROVISION 15. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this Contract incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their sub-consultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PROVISION 16. TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Airport Sponsor may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Airport Sponsor, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Airport Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Airport Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Airport Sponsor further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISION 17. TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Sponsor Airport:** The Sponsor Airport may terminate this Agreement in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Sponsor Airport approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Sponsor Airport all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete. Sponsor Airport agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Sponsor Airport further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Sponsor Airport determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor Airport issued the termination for the convenience of the Sponsor Airport.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part if the Sponsor Airport:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Sponsor Airport agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Sponsor Airport and Consultant cannot reach a mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor Airport's breach of the contract.

In the event of termination due to Sponsor Airport breach, the Engineer is entitled to invoice Sponsor Airport and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Sponsor Airport agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

[END OF CONTRACT]