

K20-1011

**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 Derek Boese in his capacity as Chief Administrative Officer, sometimes hereinafter collectively referred to as the “**Parties**”). This Agreement is effective as of November 3, 2020 (“**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 week 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.

(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

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

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 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 \$2.00 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 One Hundred Thousand and 00/100 Dollars (\$5,100,000.00).

(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 Contractor shall reimburse the NOAB or disgorge anything of value or economic benefit received from the NOAB if the Contractor 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 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 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 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 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 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 performance of services under this Agreement.

17. Indemnification.

(a) Except in cases of 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 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 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 insurances coverage identified below. Copies of the required insurance policies, or proof of adequate self-insurance, must be provided to the NOAB prior to 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 bona-fide 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 bona-fide 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: Chief Administrative Officer
Derek Boese
203 Plauche Court
Harahan, Louisiana 70123

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.

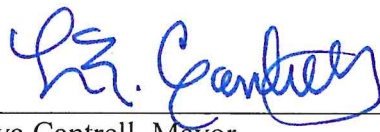
36. Electronic Signature and Delivery. The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original 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.

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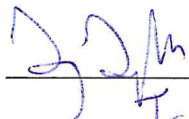
[SIGNATURE PAGES FOLLOW]

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

CITY OF NEW ORLEANS

By:  11/19/2020
LaToya Cantrell, Mayor Date

Form and Legality Approved:
Law Department
City of New Orleans

By: 
Printed Name: Troy Tyler

[NOAB SIGNATURES CONTAINED ON NEXT PAGE]

NEW ORLEANS AVIATION BOARD

By: Michael Bagneris 10/29/2020
Michael G. Bagneris, Chairman Date
New Orleans Aviation Board

Recommended:

By: Re Dallate 10-28-2020
Director of Aviation Date
New Orleans Aviation Board

Recommended:

By: Michael H. T. 10/26/2020
Legal Department Date
New Orleans Aviation Board

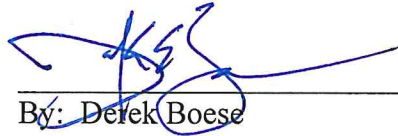
[JPSO SIGNATURE CONTAINED ON NEXT PAGE]

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


By: Sheriff Joseph P. Lopinto, III Date 10/26/2020

[SCSO 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**

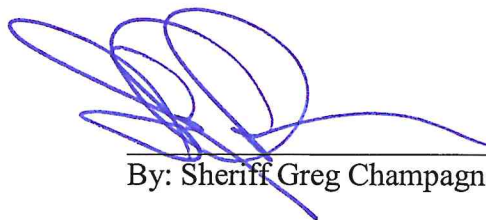
A handwritten signature in blue ink, appearing to read 'Derek Boese', is written over a horizontal line.

By: Derek Boese

Date

Its: Chief Administrative Officer

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



By: Sheriff Greg Champagne

10-13-20

Date

[EJLD SIGNATURE CONTAINED ON NEXT PAGE]

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 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 3883 – South Terminal

- 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
3882	Landside
3883	South Terminal

ATTACHMENT B

RATE STRUCTURE

Administration Position:	Monthly Cost
Commander	\$2,457
Operational Staff 1	\$1,756
Operational Staff 2	\$1,756
Payroll Administrator	\$397
Bomb Technician	\$982
Shift Commander (3860) and Traffic Supervisor (3870):	
3860/3870	\$37.00/hr.
3860/3870 (Shift Differential)	\$40.00/hr.
3860/3870 (Declared Holiday Rate)	\$55.50/hr.
3860/3870 (Family Holiday Rate)	\$74.00/hr.
3860/3870 (Shift Differential Declared Holiday Rate)	\$60.00/hr.
3860/3870 (Shift Differential Family Holiday Rate)	\$80.00/hr.
Terminal Assignments:	
3861, 3862, 3863, 3865, 3865A, 3866, 3867	
Terminal Positions	\$30.00/hr.
Terminal Positions (Shift Differential)	\$33.00/hr.
Terminal Positions (Declared Holiday Rate)	\$45.00/hr.
Terminal Positions (Family Holiday Rate)	\$60.00/hr.
Terminal Positions (Shift Differential Declared Holiday Rate)	\$49.50/hr.
Terminal Positions (Shift Differential Family Holiday Rate)	\$66.00/hr.
Traffic Assignments:	
3871, 3872, 3873, 3874, 3875, 3876, 3877, 3878, 3879	
Traffic Assignments	\$30.00/hr.
Traffic Assignments (Shift Differential)	\$33.00/hr.
Traffic Assignments (Declared Holiday Rate)	\$45.00/hr.
Traffic Assignments (Family Holiday Rate)	\$60.00/hr.
Traffic Assignments (Shift Differential Declared Holiday Rate)	\$49.50/hr.
Traffic Assignments (Shift Differential Family Holiday Rate)	\$66.00/hr.
Outside Assignments (AOA, Landside, SIDA Ramp)	
3880 3880A, 3882	
Outside Assignments	\$30.00/hr.
Outside Assignments (Shift Differential)	\$33.00/hr.
Outside Assignments (Declared Holiday Rate)	\$45.00/hr.
Outside Assignments (Family Holiday Rate)	\$60.00/hr.
Outside Assignments (Shift Differential Declared Holiday Rate)	\$49.50/hr.
Outside Assignments (Shift Differential Family Holiday Rate)	\$66.00/hr.

South Terminal (S.Terminal) Assignments

3883

S. Terminal Assignments	\$30.00/hr.
S. Terminal Assignments (Shift Differential)	\$33.00/hr.
S. Terminal Assignments (Declared Holiday Rate)	\$45.00/hr.
S. Terminal Assignments (Family Holiday Rate)	\$60.00/hr.
S. Terminal Assignments (Shift Differential Declared Holiday Rate)	\$49.50/hr.
S. Terminal Assignments (Shift Differential Family Holiday Rate)	\$66.00/hr.

JPSO Administrative Fee

\$2.00/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
Good Friday	0000 - 2400 hours
Memorial Day	0000 - 2400 hours
All Saint's 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 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 Contractor agrees to abide by City Code Sections 70-801, *et seq.*, which requires, in pertinent part, the following:
1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code (“**Living Wage**”);
 2. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and
 3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.
- C. **Current Living Wage.** In accordance with the Living Wage Ordinance, the current Living Wage per the Consumer Price Index data is equal to \$11.19. The Contractor shall be responsible for confirming the Current Living Wage by visiting <https://www.nola.gov/economic-development/workforce-development/>.
- D. **Adjusted Living Wage.** In accordance with Section 70-806(2) of the City Code, the Contractor acknowledges and agrees that the Living Wage may be increased during the term of the Agreement. Any City contract or City financial assistance agreement (a) extending from one calendar year into the next or (b) with a term of longer than one year, inclusive of any renewal terms or extensions, shall require the Covered Employer to pay the Covered Employee an Adjusted Living Wage, accounting for the annual Consumer Price Index adjustment. The indexing adjustment shall occur each year on July 1st using the Consumer Price Index figures provided for the calendar year ended December 31st of the preceding year, and thereafter on an annual basis.
- E. **Subcontract Requirements.** As required by Section 70-804 of the City Code, the Contractor, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall notify subcontractors in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance (“**Article**”). City contractors and beneficiaries shall be deemed responsible for violations of this Article by their subcontractors.
- F. **Reporting.** On or before January 31st and upon request by the City, the Contractor 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 Contractor 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 Contractor agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, payroll records and employee paychecks; and (iii) that the City may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Living Wage standards.
- H. Remedies.** If the Contractor 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.