

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: October 1, 2025

CALENDAR NO. 35,266

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER THOMAS (BY REQUEST)

AN ORDINANCE authorizing the Mayor of the City of New Orleans, to enter into a Cooperative Endeavor Agreement between the City of New Orleans (“City”) and, the New Orleans Police Department, and the Orleans Levee District Police Department for a term greater than one year, for the public purpose of providing mutual law enforcement assistance across jurisdictional boundaries in certain circumstances which will be mutually beneficial for promoting the welfare, safety, and enjoyment of the Orleans Levee District Police Department, as more fully detailed in the Cooperative Endeavor Agreement form attached hereto as Exhibit “A”; and otherwise to provide with respect thereto.

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

WHEREAS, the Orleans Levee District Police Department; and

WHEREAS, the City and, the New Orleans Police Department, and the Orleans Levee District Police Department desire to enter into a cooperative endeavor agreement in order to accomplish the valued public purpose of providing mutual law enforcement assistance across jurisdictional boundaries

in certain circumstances which will be mutually beneficial for promoting the welfare, safety, and enjoyment of the Orleans Levee District Police Department in the City of New Orleans; **NOW THEREFORE**

1 **SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY**
2 **ORDAINS**, That the Mayor, on behalf of the City of New Orleans, is hereby authorized to enter into
3 the attached cooperative endeavor agreement with the Orleans Levee District Police Department, for a
4 term of three (3) years, for the public purpose of providing mutual law enforcement assistance across
5 jurisdictional boundaries in certain circumstances which will be mutually beneficial for promoting the
6 welfare, safety, and enjoyment of the Orleans Levee District Police Department in the City of New
7 Orleans.

8 **SECTION 2.** That said Cooperative Endeavor Agreement is attached to this ordinance as
9 “Exhibit A” and incorporated and made a part hereof.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

PRESIDENT OF COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:

DISAPPROVED: _____

MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED:

EXHIBIT A

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE CITY OF NEW ORLEANS AND ORLEANS LEVEE DISTRICT POLICE
DEPARTMENT**

COOPERATIVE ENDEAVOR AGREEMENT

BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

**BOARD OF COMMISSIONERS FOR THE SOUTHEAST LOUISIANA FLOOD
PROTECTION AUTHORITY- EAST BANK**

ORLEANS LEVEE DISTRICT POLICE DEPARTMENT

LAW ENFORCEMENT MUTUAL AID AND MOBILIZATION

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “**Agreement**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), administered through the New Orleans Police Department, represented by Anne Kirkpatrick, Superintendent of Police (“**NOPD**”), and the Board of Commissioners for the Southeast Louisiana Flood Protection Authority-East Bank, represented by Clay A. Cosse, President (“**SLFPA-E**”), administered through the Orleans Levee District Police Department (the “**OLDPD**”), represented by Joshua T. Rondeno, Superintendent of Police (the “**Participating Agency**”). The City and the Participating Agency may sometimes each be referred to as a “**Party**,” and collectively, as the “**Parties**.” The Agreement is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

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

WHEREAS, the SLFPA-E is a political subdivision of the State of Louisiana and a levee district pursuant to Article 7, Section 38 and Section 38.1 of the Constitution of Louisiana; and

WHEREAS, the Participating Agency is the law enforcement body of the Southeast Louisiana Flood Protection Authority East (SLFPA-E), headquartered in the City of New Orleans in the State of Louisiana;

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

WHEREAS, this Agreement applies to all SLFPA-E and the Participating Agency facilities and flood protection structures throughout the entire city of New Orleans. This agreement

also applies to all of the NOPD's police districts including all levees, waterfronts, and bridges fully incorporated by reference in the attached map;

WHEREAS, the OLDPD is the law enforcement agency for the SLFPA-E and the police officers of the Participating Agency are duly commissioned as police officers in accordance with the provisions of La. Rev. Stat. 40:1379.1, the terms of which are hereby fully incorporated as is set forth herein *in extenso*;

WHEREAS, pursuant to La. Rev. Stat. 40:1379.1, the Participating Agency officers have the right to carry concealed weapons and to exercise the power of arrest when discharging their duties on all streets, roads and rights-of-way throughout the City of New Orleans;

WHEREAS, Louisiana law, specifically, La. Rev. Stat. 38:326, authorizes the Participating Agency officers to discharge its police to exercise the power of arrest as peace officers, according to law, within the area of their jurisdiction as provided herein; and, if specifically requested by the Chief Law Enforcement Officer of the NOPD;

WHEREAS, the cooperative endeavor created between the Participating Agency and the City herein has been requested by Superintendent of the NOPD Anne Kirkpatrick and SLFPA-E Superintendent of the OLDPD Joshua T. Rondeno, herein;

WHEREAS, there has been a close working relationship between the NOPD and the Participating Agency in the function of law enforcement, which each of the parties hereto desire to continue;

WHEREAS, each party hereto has the power, authority and responsibility to provide police and law enforcement protection and services within its respective boundaries in order to fulfill their respective obligations;

WHEREAS, in consideration of the foregoing, the City and the Participating Agency desire to accomplish a valuable public purpose of providing mutual aid to each other in the form of certain law enforcement services as set forth herein to protect the public peace and safety and preserve the lives and property of the people;

WHEREAS, the City has determined that the reasonably anticipated tangible and intangible benefits to the City to be derived from this Agreement, including increased police presence and protection, increased citizens' sense of well-being, reduced crime and crime rates, as well as the tangible benefits to the City outlined herein, are equivalent to or exceed the value of the City's obligations contained therein.

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

ARTICLE I - OBLIGATIONS OF THE PARTIES

A. Obligations of the Participating Agency. The Participating Agency will, only upon request by an NOPD district commander or designee and in accordance with the request guidelines set forth herein, and in accordance with the Agreement's terms and conditions:

1. Provide NOPD with law enforcement assistance within the Boundaries as requested (provided the Participating Agency determines it is reasonably able to so provide said requested services) to include, but not be limited to, dealing with civil disturbances, large protest

demonstrations, aircraft disasters, fires, natural or manmade disasters, sporting events, concerts, parades, escapes from detention facilities and incidents requiring utilization of specialized units, as is permitted by law. For purposes of this Agreement, the “Boundaries” will consist of all eight NOPD Districts, including all levees, waterfronts, and bridges.

2. Provide NOPD with law enforcement assistance as requested (provided the Participating Agency determines it is reasonably able to so provide said requested services) in dealing with any violation of Louisiana statutes including, but not limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations, accidents involving motor vehicles, providing backup services during patrol activities and participating in inter-agency task forces and/or joint investigations, as is permitted by law;

3. The Participating Agency will send a copy of all completed criminal investigations to NOPD; the Participating Agency reports all NIBRS crimes to the FBI;

4. If the Participating Agency has completed the initial investigation and NOPD has not arrived on the scene the Participating Agency will provide all requested information to responding NOPD officers; the Participating Agency officers shall determine the initial signal for all item numbers received on their behalf; the Participating Agency will be allowed to conduct a joint investigation on all crimes occurring on the Participating Agency property or at SLFPA-E flood protection structures;

5. When acting upon the request of NOPD, pursuant to the terms and conditions of this Agreement, the Participating Agency officers shall have the same territorial and subject matter jurisdiction of the applicable NOPD District Station;

6. the Participating Agency is responsible for the performance of all administrative activities necessary and required by any and all rules and regulations applicable to the Participating Agency by SLFPA-E for the administration of the provision of law enforcement services pursuant to this Agreement;

7. Any report, summons and/or citations generated by the Participating Agency in connection with a request for law enforcement services issued by NOPD in accordance herewith will be processed through the applicable NOPD district station. the Participating Agency will be entitled to retain a copy of any such reports, summons, and/or citations for its records. the Participating Agency shall utilize the same report, summons and/or citation forms as NOPD. Any evidence, property, report, summonses or citations submitted by the Participating Agency shall be submitted in compliance with current NOPD policy and procedures, copies of which will be provided by NOPD to the Participating Agency in connection herewith. If there is an incident when both the Participating Agency and NOPD are on the scene that results in an internal NOPD investigation of the actions of the Participating Agency officers, the Participating Agency will be promptly notified and allowed to participate in NOPD’s internal review.

8. Notwithstanding anything to the contrary herein, the City assumes liability for all actions taken by the Participating Agency while acting upon request by an NOPD district commander or designee and in accordance with the request guidelines set forth herein, and outside of their ordinary territorial jurisdiction as set forth in La. Rev. Stat. 38:326;

9. Notwithstanding anything to the contrary herein, the Participating Agency shall remain under the direction and/or supervision of appropriate the Participating Agency supervisor in accordance with the Participating Agency's policies and guidelines; nothing contained herein shall impose the duty of direction and/or supervision of any the Participating Agency officer upon the NOPD;

10. Recordkeeping. All parties agree to keep all such business records related to, or arising out of, this Agreement as would be kept by a reasonably prudent law enforcement agency for a period of six (6) years after the termination of this Agreement;

11. Right to Audit; Access. Upon receipt of reasonable notice and as often as the City may reasonably deem necessary, the Participating Agency shall make all data, records, reports and all other materials relating to this Agreement available to the City for examination and copying

B. Obligations of the City. The NOPD will:

1. Provide law enforcement assistance and services to the Participating Agency as requested, provided NOPD determines it is reasonably able to so provide said requested services;

2. NOPD dispatcher will provide the Participating Agency with a NOPD item number when requested via NOPD radio by the Participating Agency ranking officers; this will allow NOPD the opportunity to respond to the scene if deemed appropriate by NOPD;

3. In requesting the assistance of the Participating Agency pursuant hereto, NOPD shall, if possible, specify the number of the Participating Agency officers and types of equipment required, where and to whom such officers are to report, and where and to whom the equipment should be delivered;

4. Perform all administrative activities necessary and required by any and all rules and regulations applicable to NOPD for the administration of the provision of law enforcement services pursuant to this Agreement;

5. Provide electronic access to EPR; provide hardware/software and electronic access to DigiTicket;

6. Notwithstanding anything to the contrary herein, NOPD officers assigned within the Boundaries as a part of their normal assignments will continue to exercise their duties and obligations including handling routine police functions including, but not limited to, responses to service calls, routine patrols, investigations of complaints, etc., all traffic work, special events coverage, undercover/stakeout work and any follow-up investigations including, but not limited to, investigations involving vice, rapes and homicides; NOPD shall advise the Participating Agency of any all investigations occurring within the Participating Agency & SLFPA-E facilities and flood protection structures.

C. Law Enforcement Assistance Request Protocol.

1. To invoke assistance under the provisions of this Agreement, the district commander or designee from the requesting party shall be required to contact the district commander or designee of the responding party by telephone, in writing or email. The responding party may request such information from the requesting party as is necessary to confirm the emergency situation and to assess the types and amounts of assistance that may be provided.

2. Each member of the NOPD and the Participating Agency shall maintain a cooperative and professional relationship with each other. Each of the parties hereto will engage in and coordinate problem-solving strategies in connection with the law enforcement services provided hereunder. The parties will not assume administrative or other tasks intended for the specific respective agency.

ARTICLE II - COMPENSATION

There is no compensation component to this Agreement at this time; however, nothing contained herein shall prohibit the parties from modifying the Agreement in the future to include compensation in accordance with the parties' mutual agreement.

Both the City and the Participating Agency shall be responsible for the compensation of its respective employees for the performance of services hereunder in accordance with its ordinary and routine business operations.

ARTICLE III - DURATION

- A. **Term.** The term of this agreement shall be for three (3) years from the Effective Date.
- B. **Extension.** The City can opt to extend the term of this Agreement provided that the City Council approves it as a multi-term cooperative endeavor agreement and that additional funding, if required, is allocated by the City Council.

ARTICLE IV - TERMINATION

- A. **Termination for Convenience.** Either party may terminate this Agreement at any time during the term of the Agreement by giving the other party written notice of its intention to terminate at least thirty (30) days before the intended date of termination.
- B. **Termination for Cause.** Either party may terminate this Agreement immediately for cause. If the challenging party prevails in a challenge to a termination for cause, the termination for cause will be deemed to be a termination for convenience effective thirty (30) days from the date that the original written notice of termination for cause without the requirement of notice.

ARTICLE V - INDEMNITY

- A. Subject to the terms and conditions set forth in La. Rev. Stat. 38:2195, the City shall defend, indemnify and hold harmless the Participating Agency and SLFPA-E, its agents, officers, insurers, administrators, directors, employees, volunteers and representatives, individually and collectively, from and against any and all claims, demands, suits, losses, expenses or liabilities (including attorneys' fees and costs of defense), resulting from any negligent or intentional act or omission or negligent or intentional operation of work of the NOPD, its agents, servants or employees, while engaged upon or in connection with the services required or performed by the NOPD under the terms of this Agreement, or in the NOPD's performance of, and/or failure to perform its obligations under this Agreement. Such indemnity obligations shall not be limited by the insurance provisions of this Agreement, as the parties intend and agree that the City shall be fully responsible for liabilities assumed, regardless of the presence or absence of insurance.
- B. The Participating Agency and SLFPA-E shall defend, indemnify and hold harmless the City, its agents, officers, insurers, administrators, directors, employees, volunteers and representatives, individually and collectively, from and against any and all claims, demands, suits,

losses, expenses or liabilities (including attorneys' fees and costs of defense) resulting from any negligent or intentional act or omission or negligent or intentional operation of work of the Participating Agency, its agents, servants or employees, while engaged upon or in connection with the services required or performed by the Participating Agency under the terms of this Agreement, or in the Participating Agency's performance of, and/or failure to perform its obligations under this Agreement.

C. In the event of a claim for indemnification pursuant to this Agreement, the indemnifying party shall have the right to control the defense and settle any claim, subject to the consent of the indemnified Party, such consent not to be unreasonably withheld.

ARTICLE VI - INSURANCE

A. Except as otherwise noted, for the duration of this Agreement or the performance of work required by this Agreement, the Participating Agency agrees to have and maintain the policies set forth in said Agreement. All policies, endorsements, certificates and/or binders shall be subject to approval from the City of New Orleans as to form and content. These requirements are subject to amendment or waiver only if approved in writing by the City of New Orleans.

B. Evidence of coverage shall be provided prior to the start of any activities or work in conjunction with the Participating Agency's scope of work under the Agreement.

C. **Minimum Requirements.**

1. Workers' Compensation & Employers' Liability Insurance in compliance with the Louisiana Workers' Compensation Act(s). Statutory and Employers' Liability Insurance with limits of liability not less than \$1,000,000.00. The Participating Agency must provide this coverage or be registered as a "Self-insured" entity with the State of Louisiana.

2. Commercial General Liability Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, and any other type of liability for which this Agreement applies with limits of liability not less than \$1,000,000.00 each occurrence / \$1,000,000.00 policy aggregate.

3. Business Automobile Liability Insurance with a combined single limit of liability not less than \$1,000,000.00 per accident for bodily injury and property damage. Insurance shall include all vehicles owned by the Participating Agency.

4. Law Enforcement Liability – the Participating Agency shall maintain Law Enforcement Liability or equivalent Errors and Omissions Insurance appropriate to the Participating Agency's profession, with limits of liability not less than \$700,000.00 each occurrence.

D. The Participating Agency shall be able to meet the above-referenced specific policy limits of liability through a combination of primary and umbrella / excess coverage.

E. Any insurance or self-insurance maintained by a Party shall not contribute to the other Party's coverage.

F. The Certificate of Insurance, as evidence of all required coverage, should be delivered via U.S. Mail to the New Orleans Police Department, 1615 Poydras Street, Suite 1800, New Orleans, LA 70112 or via email to the Superintendent's Chief of Staff: stmlandry@cityofno.com with a

copy forwarded to the Risk Management Division, 1300 Perdido Street, Suite 9E06 – City Hall, New Orleans, LA 70112.

G. Waiver of Subrogation. The Participating Agency, the City, and their insurers agree to waive any right of subrogation that any insurer may acquire against the other Party by virtue of the payment of any loss under the insurance required by this Agreement.

H. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be cancelled, allowed to expire, nor altered without prior notice to the City of at least thirty (30) days.

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

J. Notice. Within ten (10) calendar days of the City's request, the Participating Agency will provide the following documents to the City of New Orleans at City of New Orleans, Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112 – Ref. Orleans Levee District Superbowl CEA: copies of all policies of insurance, including all policies, forms, and endorsements.

ARTICLE VII – PERFORMANCE MEASURES

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

B. Failure to Perform. If either Party fails to perform according to the Agreement, the other Party will notify the nonperforming party, and continued nonperformance will nullify this Agreement.

ARTICLE VIII – INDEPENDENT ENTITY

A. Independent Entity Status. The Participating Agency is an independent entity and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself nor any of its employees, subcontractors, nor agents to be an employee, partner, or agent of the City.

B. Acknowledgment of Exclusion of Worker's Compensation Coverage. the Participating Agency expressly agrees and acknowledges that it is an independent contractor as defined in La. R.S. 23:1021 and as such, it is expressly agreed and understood between the parties hereto, in entering into this services agreement, that the NOPD shall not be liable to the Participating Agency for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of La. R.S. 23:1034, anyone employed by the Participating Agency shall not be considered an employee of the NOPD for the purpose of Workers' Compensation coverage. Likewise, the Participating Agency shall not be liable to the NOPD for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of La. R.S. 23:1034, anyone employed by the

NOPD shall not be considered an employee of the Participating Agency for the purpose of Workers' Compensation coverage.

C. **Acknowledgment of Exclusion of Unemployment Compensation Coverage.** Neither the Participating Agency nor anyone employed by SLFPA-E shall be considered an employee of the NOPD for the purpose of unemployment compensation coverage, which is expressly waived and excluded. Neither the NOPD nor anyone employed by the NOPD shall be considered an employee of the Participating Agency for the purpose of unemployment compensation coverage, which is expressly waived and excluded.

D. **Waiver of Benefits.** The Deputized Officers will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, nor Social Security for any services rendered to the City under this Agreement.

ARTICLE IX - NON-DISCRIMINATION

A. **Non-Discrimination in Employment.** With regard to any hiring or employment decision made in connection with the performance of this Agreement, including without limitation employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other compensation, and selection for training including apprenticeship, both parties:

1. Will not discriminate or retaliate, in fact or in perception, against any employee or person seeking employment on the basis of race, color, national origin, religion, creed, culture, ancestral history, age, gender, sexual orientation, gender identity, marital or domestic partner status, physical or mental disability, or AIDS- or HIV-status;

2. Will take affirmative action to ensure compliance with this section;

3. Will follow all State of Louisiana laws and Civil Service Rules of the Department of State Civil Service regarding all solicitations or advertisements for employment;

B. **Non-Discrimination.** In the performance of this Agreement, both parties:

1. Will not discriminate or retaliate, in fact or in perception, 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 against: any employee of either the NOPD or; any employee of any person working on behalf of the NOPD; or any person seeking accommodation, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Participating Agency or SLFPA-E.

2. Will comply with and abide by all federal, state, and local laws relating to nondiscrimination, including without limitation Title VII of the Civil Rights Act of 1964, as amended, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. **Subcontracts.** the Participating Agency shall not subcontract any portion thereof without the prior written consent of the NOPD. Any attempted subcontract made without the prior written consent of the NOPD shall be null and void *ab initio*.

ARTICLE X – FORCE MAJEURE

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

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

C. Effect.

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

a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Participating Agency must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or

b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to Participating Agency and without any further compensation due.

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

ARTICLE XI - NOTICE

A. Except for the guidelines set forth in Article I (C) Law Enforcement Assistance Request Protocol, and except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the City:

Anne E. Kirkpatrick
Superintendent of Police
New Orleans Police Department
City of New Orleans
715 South Broad Street
New Orleans, LA 70119

&

Donesia D. Turner
City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

2. To the SLFPA-E:

Clay A. Cosse
President
Southeast Louisiana Flood Protection Authority-East Bank
6920 Franklin Avenue
New Orleans, LA 70122

3. To the Participating Agency:

Joshua T. Rondeno
Superintendent of Police
Orleans Levee District Police Department
6799 Elysian Fields Avenue
New Orleans, LA 70122

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

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

ARTICLE XII - ADDITIONAL PROVISIONS

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

B. Assignment. This Agreement and any part of the Participating Agency's interest in it are not assignable nor transferable without the City's prior written consent.

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

- D. Jurisdiction.** The Participating Agency consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the Participating Agency.
- E. Limitations of the Parties' Obligations.** Neither Party has any obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.
- F. No Third-Party Beneficiaries.** This Agreement is entered into for the exclusive benefit of the Parties and the Parties expressly disclaim any intent to benefit anyone not a Party to this Agreement.
- G. Non-Exclusivity.** This Agreement is non-exclusive and the Participating Agency may provide services to other entities, subject to the City's approval of any potential conflicts with the performance of this Agreement and the City may engage the services of other agencies for the provision of some or all of the work to be performed under this Agreement.
- H. Non-Solicitation Statement.** The Participating Agency has not employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Participating Agency has not paid nor agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.
- I. Non-Waiver.** The failure of either Party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other Party at such time as the initial discovery of the existence of such noncompliance, right, default, or breach shall not affect nor constitute a waiver of either Party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or prior contemporaneous or subsequent default or breach.
- J. Submission of Records.** The Parties will share copies of records pertaining to the performance of services under this Agreement in accordance with Louisiana Public Records Law and the terms set in this Agreement. The Parties will maintain records pertaining to the performance of services under this Agreement, through the later of three (3) years from (1) the completion of this Agreement or (2) from the resolution of any disputes relating to the Agreement.
- K. Prohibition Against Financial Interest in Agreement.** No elected official or employee of the NOPD shall have a financial interest, direct or indirect, in this Agreement, including through any financial interest held by the spouse, child, or parent. Any willful violation of this provision, with the expressed or implied knowledge of the Participating Agency, will render this Agreement voidable by the NOPD and shall entitle the NOPD to any and all of its rights and remedies available to the NOPD hereunder.
- L. Prohibition Against 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.
- M. Convicted Felon Statement.** To the best of our knowledge the Participating Agency complies with City Code § 2-8(c). No principal, member, or officer of the Participating Agency

has been convicted of or pled guilty to a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records in the past five years.

N. Audit and Other Oversight. Failure to comply with any requests from the Office of Inspector General with respect to documents generated pursuant to this Agreement shall constitute a material breach of the Agreement. In signing this Agreement, the Participating Agency agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

O. Choice of Law. Any dispute arising from or relating to this Agreement or the performance of any obligations under this Agreement shall be resolved in accordance with the laws of the State of Louisiana, without regard to its conflicts of laws principles.

P. Rules of Construction. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. The singular number includes the plural, where appropriate. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved in favor of or against either party on the basis of which party drafted the language.

Q. Severability. The parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, if a court of competent jurisdiction finds any provision to be unenforceable as written, the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If a court finds any provision is not subject to reformation, that provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect and shall be construed and enforced as if such illegal, invalid, or unenforceable provision was never included, and the remaining provisions of this Agreement shall remain in full force and effect.

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

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

T. Voluntary Execution. the Participating Agency has read and fully understands the terms, covenants and conditions set forth in this Agreement and is executing the same willingly and voluntarily of its own volition.

U. No Liability for Failure to Respond to Request for Assistance. Each of the NOPD and the Participating Agency expressly consent and agree that, notwithstanding anything to the contrary herein, the execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this Agreement.

[SIGNATURES CONTAINED ON NEXT PAGE]

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

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

CITY OF NEW ORLEANS

BY: _____
Latoya Cantrell, Mayor

Executed on this _____ of _____, 2025.

FORM AND LEGALITY APPROVED:
Law Department

BY: _____

PRINTED NAME: _____

**BOARD OF COMMISSIONERS FOR THE SOUTHEAST LOUISIANA
FLOOD PROTECTION AUTHORITY-EAST BANK**

BY: _____
Clay A. Cosse, President

Federal Tax I.D.

Name Cliff Terry Ext. 8-5392
Person responsible for routing

**CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK**

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: CEA between the City of New Orleans Police Department and Orleans Levee District Police Department desire to enter into a mutual law enforcement aid with the boundaries of their authority for the duration of (3) three years.

- 1. [Signature] 5/15/2025
Department Head
- 2. [Signature] 5/14/25
Department of Law
- 3. [Signature]
Chief Administrative Officer
- 4. [Signature]
Director of Council Relations
- 5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

_____ MOVED: _____
 _____ 2ND: _____
 _____ YEAS: _____
 _____ NAYS: _____
 _____ ABSENT: _____
 _____ RECUSED: _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.



LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: _____

Name of Contact Person: _____

Telephone Number: _____

Email Address: _____

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

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



LEGISLATIVE SUMMARY

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

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

The parties involved:

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

Any fiscal implications for the City with the contract:

The public purpose and need for the contract:

The duration of the contract:



LEGISLATIVE SUMMARY

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

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

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

The general content/requirements of the existing Code provision:

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

Why these changes are needed:

REQUESTED ADOPTION DATE: _____

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