

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND
THE STATE OF LOUISIANA
Critical Response Emergency Search Team (CREST)

THIS MEMORANDUM OF UNDERSTANDING (the “**MOU**”) is entered into by and between the City of New Orleans, represented by Helena N. Moreno, Mayor (the “**City**”), and the State of Louisiana, represented by Colonel Robert Hodges, Louisiana State Police Critical Response Emergency Search Team (the “**State**”). The City and the State may sometimes each be referred to as a “**Party**,” and collectively, as the “**Parties**.” The MOU is effective as of the last date of signing by all Parties (the “**Effective Date**”).

RECITALS

WHEREAS, the Louisiana State Police Critical Response Emergency Search Team (“**CREST**”) is a multi-agency endeavor comprised of members of all 64 parishes in Louisiana and state and federal agencies, and is broken down into 3 regions state-wide;

WHEREAS, the CREST mission is to locate endangered missing persons and where the criminal investigation, if needed, is a separate task. The appropriate investigative entity will remain in the lead role. This structure allows personnel to focus on specific goals in an organized manner. Investigators can focus on crime scene processing, time sensitive intelligence and evidence collection. Search team personnel will focus on locating the missing individuals without the delay of securing the criminal investigation portion;

WHEREAS, the City and the State desire to accomplish a valuable public purpose of locating endangered missing persons;

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

ARTICLE I – ROLES & RESPONSIBILITIES

A. Mission.

1. The Louisiana State Police (“**LSP**”) Critical Response Emergency Search Team (“**CREST**”) provides a statewide structured rapid response to incidents that involve any person(s) deemed to be missing as a result of a critical incident or mass casualty event to include: natural disaster, civil unrest, the abduction or endangerment of missing children (“**AMBER Alert**”), missing endangered senior citizens (“**Silver Alert**”) or active shooter. One of the greatest missions of LSP is to protect and save the lives of Louisiana citizens. Providing a highly professional statewide structured response to locating and rescuing citizens that are missing/abducted is a function that aligns with the mission of the Louisiana State Police.

2. The CREST will be available to assist within the State of Louisiana upon the request of a sheriff, police chief, or other initial reporting law enforcement agency with the approval of the CREST Coordinator.

3. Once LSP receives a report of a missing person (the request can be from internal sources or an outside agency request), the LSP CREST Team Leader nearest in proximity to the incident will deploy to begin organizing assistance requested for the search. LSP CREST does not automatically assume the lead role, the initial CREST response is in an assist role. The adoption of the lead will be on an “as needed basis” as a result of an interagency agreement.

B. Purpose.

1. The CREST mission is to locate endangered missing persons. The criminal investigation, if needed, is a separate task. The appropriate investigative entity will remain in the lead role. This structure allows personnel to focus on specific goals in an organized manner. Investigators can focus on crime scene processing, time sensitive intelligence and evidence collection. Search team personnel will focus on locating the missing individuals without the delay of securing the criminal investigation portion.

C. Organizational Structure.

1. LSP CREST is structured in a regional team concept. Each LSP Region shall have a CREST Regional Coordinator. Each CID field office will have a CREST Team leader. The Team Leader shall be the dedicated subject matter expert for that field office and its geographical area of responsibility. The individuals assigned to this role must be high level performers that embrace the responsibility associated with the role. The Team Coordinator and Team Leader communicate during critical incidents to determine the resources and assets needed based on information gathered from the reporting agency and field.

2. Many searches may cross jurisdictional lines. The LSP CREST will reduce logistical issues that result in those incidents. CREST provides a resource for a network of similar expert assets in other jurisdictions (to include other states). During a live incident, these working relationships should already be in place. Attempting to learn new resources and capabilities real time is not the most efficient method when timeliness is crucial. LSP CREST will provide assets and resources to network with other agency resources to coordinate a better search effort. The CREST field office Team Leaders will maintain a current list of contacts for resources available through other agencies. These agencies can include:

- a. Louisiana Department of Public Safety
- b. Louisiana Department Wildlife and Fisheries
- c. Louisiana Department of Corrections
- d. Louisiana Department of Child and Family Services
- e. Louisiana Office of Juvenile Justice
- f. Louisiana Office of Probation and Parole
- g. Louisiana Department of Transportation Louisiana Office of State Fire Marshal
- h. Federal and Local Fire and Rescue Teams

i. Federal and Local Law Enforcement Partners

3. Additionally, each region shall have a CREST Organizational Chart to use as a default to refer to during a CREST deployment. This can be modified as different agencies are included in the incident. LSP will have a basic organizational chart that serves as a default template.

D. Supervision. The operational supervision and administrative management of the CREST is the responsibility of the CREST Coordinator from the respective region of activation. The CREST Coordinator will work cooperatively with other supervisors and CREST liaisons from participating agencies to keep them informed of CREST issues and progress. Responsibility for the personal and professional conduct of CREST members remains with the respective agencies in keeping with each agency's rules regarding conduct. Each CREST member's agency will also assume all liability issues regarding the conduct of their employee (s).

E. Prosecution. The criteria for determining whether to prosecute a case in local, state or federal court will focus on achieving the greatest overall benefit to the public and will be made by the county prosecutor having lawful jurisdiction.

F. Media Relations and Releases. Information released to the media regarding the CREST will be coordinated through the Louisiana State Police in partnership with the local municipality where the person(s) was reported missing. Media releases will include mention of all participating agencies. No information will be released regarding specific investigative techniques. All efforts will be made to protect the child and his/her family.

G. Vehicles. All member agencies will provide vehicles for utilization by their personnel, to the extent possible.

H. Records and Reports. All reports related to the CREST activation by all participating agencies will be forwarded to the CREST Coordinator or CREST Team Leader from that respective area. It will be the responsibility of the CREST Coordinator to file the CREST After Activation Report with the Louisiana State Police.

I. Administration. The City will administer this MOU through the New Orleans Police Department (the "Department") and provide LSP with any and all documents deemed reasonably necessary for LSP's performance of any work required under this MOU. The City will also provide access to Department personnel to discuss the required services during normal working hours, as requested by LSP.

ARTICLE II – FUNDING

There will be no compensation as part of this MOU. The City, as a participating agency in Louisiana State Police's CREST, will be responsible for its approved members' wages, benefits, and other costs incurred as a result of a CREST activation.

ARTICLE III - DURATION AND TERMINATION

A. Term. The term of this MOU shall be for five (5) years from the Effective Date.

B. Termination for Convenience. Both Parties may terminate this MOU at any time during the term of the MOU by giving the other Party written notice of the termination at least 30 calendar days before the intended date of termination.

ARTICLE IV - NOTICE

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

1. To the City:

Anne Kirkpatrick
Superintendent of the New Orleans Police Department
1615 Poydras St., Suite
New Orleans, LA 70119

&

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

2. To the State:

Colonel Robert Hodges
Louisiana State Police
Critical Response Emergency Search Team
7919 Independence Boulevard
Baton Rouge, LA 70806

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 MOU of any changes in its address(es) set forth above.

ARTICLE V - ADDITIONAL PROVISIONS

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

B. **Construction of MOU.** Neither Party will be deemed to have drafted this MOU. This MOU has been reviewed by the 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 the Parties. No term of this MOU shall be construed or resolved in favor of or against the City or the State on the basis of which Party drafted the uncertain or ambiguous language. The headings and captions of this MOU are provided for convenience only and are not intended to have effect in the construction or interpretation of this MOU. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

C. **Entire Agreement.** This MOU, 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 MOU and are

without effect to vary or alter any terms or conditions of this MOU.

D. Independent Contractor Status. Each Party is an independent contractor to the other and shall be excluded from receiving from the other Party: Worker's Compensation Coverage, Unemployment Compensation Coverage, or any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered under this MOU.

E. Limitations of the Parties' Obligations. Neither Party has any obligations not explicitly set forth in this MOU or expressly imposed by law.

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

G. Prohibition of Financial Interest in MOU. No elected official or employee of the City shall have a financial interest, direct or indirect, in this MOU. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the State, shall render this Agreement voidable by the City.

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

I. Remedies Cumulative. No remedy set forth in the MOU 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.

J. Severability. Should a court of competent jurisdiction find any provision of this MOU 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 MOU remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the MOU.

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

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

ARTICLE VI – COUNTERPARTS

This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this MOU, but all of which, when taken together, shall constitute one and the same MOU.

ARTICLE VII - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this MOU and any other document(s) attached to this MOU delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this MOU. 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 MOU.

[SIGNATURES CONTAINED ON NEXT PAGE]

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

IN WITNESS WHEREOF, the City and the State, through their duly authorized representatives, execute this MOU.

LOUISIANA STATE POLICE

By: _____
Colonel Robert Hodges
Louisiana State Police
Critical Response Emergency Search Team

Date: _____

THE CITY OF NEW ORLEANS

By: _____
Helena N. Moreno
Mayor of the City of New Orleans

Date: _____

By: _____
Chief Anne Kirkpatrick
Superintendent of Police
New Orleans Police Department

Date: _____

By: _____
J.P. Morrell
President of City Council

Date: _____

FORM AND LEGALITY APPROVED:
CNO Law Department

By: _____

Printed Name: _____