

**COOPERATIVE ENDEAVOR AGREEMENT**  
**BETWEEN**  
**THE COUNCIL OF THE CITY OF NEW ORLEANS**  
**AND**  
**THE SHERIFF FOR THE PARISH OF ORLEANS**

**THIS COOPERATIVE ENDEAVOR AGREEMENT** (“Agreement”) is made and entered into effective the first day of January 2011, by and between the Council of the City of New Orleans (“Council”), herein represented by its President Arnie Fielkow and the Sheriff for the Parish of Orleans (“Sheriff”), the Honorable Marlin N. Gusman, each hereunto duly authorized.

**WITNESSETH**

**WHEREAS**, Council desires to engage SHERIFF to provide security specialists for Council, and that this Agreement shall be administered through the City Council, which is a public purpose; and

**WHEREAS**, SHERIFF, existing by the authority of the 1974 Louisiana Constitution, Article V, Section 32, with an office located at 421 Loyola Avenue, New Orleans, Louisiana 70112, is duly authorized to provide security services to Council utilizing deputy sheriffs employed by SHERIFF; and

**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 Council, may enter into cooperative endeavors with each other, or with any public or private corporation or individual; Council may enter into cooperative endeavors with any public or private association, corporation or individual for activities in support of economic growth and other public purposes; and

**WHEREAS**, Council has set aside funds for security specialists; and

**WHEREAS**, Louisiana Revised Statute 33:1500 states that there shall be one Sheriff for the Parish of Orleans, effective the first Monday in May 2010 and the offices of the Orleans Parish Civil and Criminal Sheriffs will be abolished and consolidated into one Orleans Parish Sheriff with the powers, duties and functions of the Civil and Criminal Sheriff;

**NOW THEREFORE**, Council and SHERIFF make this cooperative endeavor agreement in accordance with the following provisions:

**THEREFORE IT IS HEREBY AGREED:**

**I. SCOPE OF SERVICES.**

A. SHERIFF agrees and obligates itself to the terms below as well as those in Attachment "A" of this Agreement:

1. Provide seven (7) armed security specialists for the use and direction of City Council members, for the main purpose of providing security for said Councilmembers, whose daily assignment shall begin and end upon their arrival and end at and from the Council member's residence or office ("Assignment Period"), as the member may direct, all in accordance with the security specialists' instructions from SHERIFF as agreed with City and the Office of Homeland Security.
  - a. Selection and assignment of security specialists by SHERIFF will be made in coordination with each of the members of the City Council.
  - b. If a security specialist is not available at any time during the term of this Agreement, SHERIFF will provide a backfill security specialist immediately upon request of the Council Member, any such backfill security specialists to be compensated at not more than at the agreed upon hourly rate for a security deputy set forth in Table 2 annexed to this Agreement, but subject to the limitation on total compensation for each security specialist position set forth in Section II, Subsection B 1 of this Agreement.
  - c. Upon the initial selection of a security specialist by a member of City Council, SHERIFF shall provide each such security specialist with an orientation briefing to be conducted by supervisory personnel or another security specialist.
  - d. In the event that any security specialist, individually, shall be made a party defendant with Council or the City of New Orleans arising from a claim during the term of this Agreement when such individual security specialist was acting during an Activity Period under this Agreement, then City, through the Law Department of the City of New Orleans, shall provide a defense to that security specialist, individually, but not to the SHERIFF. SHERIFF agrees and understands that if SHERIFF is joined as a party to any such action in addition to such security specialist, SHERIFF shall bear the responsibility for all SHERIFF's costs of defense in such litigation as well as for any and all amounts that may be assessed against the SHERIFF by the court in such matters, for whatever reason, including its employment of the security specialist.
2. Provide a monthly invoice for payment showing, at a minimum: the security specialist by name, and fringe benefits for each such security specialist.
3. Coordinate all normal and emergency operational issues with the Council Chief of Staff

B. Council Agrees and obligates itself to:

1. Provide Agreement administration through the Council Chief of Staff's Office.
2. Council shall have the exclusive authority to approve duties and overall direction of security specialist forces in the properties identified in this Agreement. Any changes to posts, duties, or direction shall be determined through negotiation with individuals designated in writing by the Criminal Sheriff or his representatives. Minimum training and qualification requirements shall be determined jointly by Department and SHERIFF for each post.
3. Council shall provide insurance coverage for the City vehicles driven by the Security Specialists.

C. SHERIFF's Representations and Warranties. SHERIFF represents and warrants that:

1. SHERIFF has the full power and authority to enter into and execute this Agreement and, as such, this Agreement is legally binding upon and enforceable against SHERIFF in accordance with its terms;
2. SHERIFF is not under any obligation to any other party that would be inconsistent with or in conflict with this Agreement or that would prevent, limit or impair in any way its performance of any obligations hereunder;
3. SHERIFF has the requisite expertise, qualifications, staff, materials and equipment in place and available to enable it to fully perform the Scope of Services set forth in subsection A of this Section I and SHERIFF, along with its employees, as required, and all sub-contractors, if any and as required, possess all necessary permits, licenses, consents, registrations and/or certifications required under federal, state and/or local law to perform the Scope of Services set forth in Subsection A of this Section I.
4. SHERIFF's work shall be accurate and free from any material errors. SHERIFF's duties as set forth in this Agreement shall at no time be in any way diminished by reason of any approval by Council nor shall SHERIFF be released from liability by reason of such approval by the Council or any member or members of the City Council – it being understood that Council, at all times, is ultimately relying upon SHERIFF's skill and knowledge in performing the Scope of Services set forth in Subsection A of this Section I;
5. SHERIFF is fully and adequately insured for the injury of its employees and any others incurring loss or injury as a result of the actions of SHERIFF or its employees or subcontractors in the performance of its obligations under this Agreement; and
6. SHERIFF 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.

## **II. COMPENSATION.**

### **A.. Security Specialists**

1. Total annual compensation for each security specialist shall be Forty-eight Thousand Five Hundred (\$48,500.00) Dollars per year as set forth in Table 3 annexed to and made part of this Agreement.
2. City shall agree to reimburse SHERIFF for fringe benefits for the Security Specialists to include retirement, FICA, Medicare, hospitalization, life insurance and unemployment compensation. Compensation for fringe benefits will be paid by billing for each security specialist by name, to the extent any such items are actually paid by SHERIFF.

### **B. Maximum Compensation Under This Agreement**

The maximum base compensation to be paid by Council to SHERIFF during the term of this Agreement upon invoices prepared in accordance with this Agreement is \$35,364.49 per month or \$424,374.00 for twelve (12) months.

- ### **C. SHERIFF shall submit to Council a detailed monthly invoice for payment of services provided. All payments by Council to SHERIFF pursuant to this Agreement are subject to and conditioned upon the appropriation and allocation of funds by the Council of City of New Orleans.**

## **III. EQUAL EMPLOYMENT OPPORTUNITY.**

In all hiring or employment made possible, by or resulting from this Agreement, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure that SHERIFF's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

## **IV. ASSIGNABILITY.**

SHERIFF shall not assign any interest in this Agreement and shall not transfer any interest in the same without prior written consent of Council of the City of New Orleans.

**V. CONFLICT OF INTEREST.**

In the interest of ensuring that efforts of SHERIFF do not conflict with the interests of Council, and in recognition of SHERIFF's professional responsibility to Council, SHERIFF agrees to decline any offer of employment if its independent professional work on behalf of Council is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rests with the SHERIFF. It is incumbent upon SHERIFF to notify Council and provide full disclosure of the possible effects of such employment on SHERIFF's independent, professional work on behalf of Council. Final decision on any disputed offers of other employment for SHERIFF shall rest with Council.

**VI. INDEMNIFICATION.**

SHERIFF shall indemnify and save harmless Council of the City of New Orleans and the City of New Orleans against any and all claims, demands, suits, judgments of sums of money to any party accruing against Council or City for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission of the operation of SHERIFF, its agents, servants or employees while engaged in or about or in connection with the discharge or performance of the services to be done or performed by SHERIFF hereunder, and shall also hold City harmless from any and all claims and/or liens for labor, services, or materials furnished to SHERIFF in connection with the performance of his obligation under its Agreement.

**VII. ACKNOWLEDGEMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE.**

SHERIFF herein expressly agrees and acknowledges that it is an independent contractor as defined in R.S. 23:1021 (6), and as such, it is expressly agreed and understood between the parties hereto, in entering into this professional services agreement, that neither the Council nor the City of New Orleans shall not be liable to SHERIFF for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana and further, under the provision of R.S. 23:1034 anyone employed by SHERIFF shall not be considered an employee of Council for the purpose of Worker's Compensation coverage to the extent that SHERIFF is subject to such laws.

**VIII. ACKNOWLEDGEMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE.**

SHERIFF herein expressly declares and acknowledges that it is an independent contractor, and as such is being hired by Council under this Agreement of hire as noted and defined in R.S. 23:1472 (E), and therefore, it is expressly declared and understood between the parties hereto, in entering into this professional services agreement, or agreement for hire, and in connection with unemployment compensation coverage only, that:

- A. Except as otherwise specifically set forth in this Agreement Sheriff has been and will be free from any control or direction by Council over the performance of the services covered by this Agreement; and
- B. Services to be performed by Sheriff are outside the normal course and scope of Council's usual business; and
- C. Sheriff has been independently engaged in performing the services listed herein prior to the date of this Agreement.

Consequently, neither Sheriff nor anyone employed by Sheriff shall be considered an employee of Council or the City of New Orleans for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

**IX. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS.**

It is expressly agreed and understood between the parties entering into this Agreement that Sheriff, acting as an independent agent, shall not receive any sick and annual leave benefits from City of New Orleans.

**X. JURISDICTION.**

The undersigned Sheriff does further hereby consent and yield to the jurisdiction of the State Civil Courts of the Parish of Orleans and does hereby formally waive any pleas of jurisdiction on account of residence elsewhere of the undersigned Sheriff.

**XI. DURATION OF AGREEMENT.**

The services to be provided under the terms of this Agreement shall begin on January 1, 2011, and shall end no later than December 31, 2011. It is understood and acknowledged by all signers to this Agreement that services described under these terms is to be accomplished during the time period specified herein. The terms and conditions of this Agreement may be modified by an executed, written amendment to this Agreement.

**XII. CANCELLATION.**

Either party to this Agreement may terminate the Agreement at any time during the term of the Agreement by giving the other party written notice of said intention to terminate at least thirty (30) days before the date of termination. Anything herein to the contrary notwithstanding, if, for any reason, the Council does not appropriate funds needed to maintain the Agreement in full effect beyond the then current fiscal year, the Agreement will expire at the end of that fiscal year without further formality.

**XIII. RELIANCE.**

All representations, warranties, covenants and agreements made in this Agreement are intended to material and shall be conclusively deemed to have been relied upon by the receiving party.

**XIV. APPROPRIATIONS AND/OR EXTENSION.**

This agreement may be extended at the option of the Council, provided that funds are allocated by the Council of the City of New Orleans and he extension of the agreement facilitates the continuity of services provided herein. This agreement may be extended by the Council on an annual basis for no longer than five one year periods.

**XV. COMPLETE AGREEMENT.**

SHERIFF and City specifically acknowledge that in entering into and accepting this Agreement, SHERIFF and City rely solely upon the representations and agreements contained in this Agreement and no others. This Agreement supersedes and replaces any and all prior agreements, negotiations and discussions between the parties hereto with regard to the terms, obligations and conditions herein.

**XV. AUDIT AND OTHER OVERSIGHT.**

SHERIFF understands and will abide by all provisions of the Code of the city of New Orleans, Chapter 2, Art. XIII, Section 2-1120, as adopted by City Ordinance No. 22,999 M.C.S., (relative to the operations and authority of the City Inspector General), incorporated herein by reference.

**IN WITNESS WHEREOF**, the parties hereto, through their duly authorized representatives, have executed this Agreement to be effective as of the date first written above.

**ATTEST**

**COUNCIL OF THE CITY OF NEW ORLEANS**

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**ARNIE FIELKOW, PRESIDENT**

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**MARLIN N. GUSMAN, SHERIFF**

\_\_\_\_\_  
**ADDRESS**

**Approved as to Form and Legality:**

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**Law Department**

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**CORP. TAXPAYER I.D.**



MOTION

M-10-538

CITY HALL: December 1, 2010

 BY: COUNCILMEMBER HEDGE-MORRELL

SECONDED BY: COUNCILMEMBER CLARKSON

WHEREAS, the Council desires to enter into a Cooperative Endeavor Agreement with the Sheriff of the Parish of Orleans to provide security specialists for the Council, and that this Agreement shall be administered through the City Council, which is a public purpose; and

WHEREAS, the Sheriff for the Parish of Orleans, existing by the authority of the 1974 Louisiana Constitution, Article V, Section 32, with an office located at 421 Loyola Avenue, New Orleans, Louisiana 70112, is duly authorized to provide security services to the Council utilizing deputy sheriffs employed by the Sheriff; and

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 Council, may enter into cooperative endeavors with each other, or with any public or private corporation or individual; the Council may enter into cooperative endeavors with any public or private association, corporation or individual for activities in support of economic growth and other public purposes; and

WHEREAS, the Council has set aside funds for security specialists; and

WHEREAS, Louisiana Revised Statute 33:1500 states that there shall be one Sheriff for the Parish of Orleans, effective the first Monday in May 2010 and the offices of the Orleans Parish Civil and Criminal Sheriffs will be abolished and consolidated into one Orleans Parish Sheriff with the powers, duties and functions of the Civil and Criminal Sheriff; **NOW**

**THEREFORE,**

**BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS,**  
That the President of the Council is hereby requested and authorized to sign a Cooperative Endeavor Agreement with the Sheriff for the Parish of Orleans for the provision of security services for the City Council, for the period of from January 1, 2011 through December 31, 2011, for a maximum compensation amount not to exceed \$35,364.49 per month or \$424,374.00.

BE IT FURTHER MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Cooperative Endeavor Agreement shall be circulated in accordance with normal process and the City Council Rules.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF AND RESULTED AS FOLLOWS:

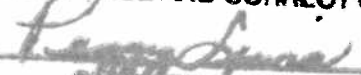
YEAS: Clarkson, Fielkow, Gisleson Palmer, Guidry, Head,  
Hedge-Morrell, Johnson - 7

NAYS: 0

ABSENT: 0

AND THE MOTION WAS ADOPTED.

THE FOREGOING IS CERTIFIED  
TO BE TRUE AND CORRECT COPY

  
CLERK OF COUNCIL