

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE PARISH OF
ST. TAMMANY AND THE ST. TAMMANY PARISH SHERIFF'S OFFICE**
(Justice Center Security)

This Cooperative Endeavor Agreement ("Agreement") is made and entered into on the day, month and year set forth herein below, pursuant to the 1974 Louisiana Constitution Article VII Section 14(C) wherein governmental entities are empowered to enter into cooperative endeavor agreements by and among the following parties:

THE PARISH OF ST. TAMMANY, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 628, Covington, Louisiana 70434, herein appearing by and through Patricia P. Brister, Parish President, duly authorized by law (hereinafter referred to as "Parish"); and

RANDY SMITH, in his official capacity as ST. TAMMANY PARISH SHERIFF, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 1120, Covington, Louisiana 70434 (hereinafter referred to as "Sheriff"); and

WHEREAS, the parties hereto desire to cooperate with each other in the implementation of this Agreement as hereinafter provided; and

WHEREAS, the parties agree to mutually assume and continue the protection of public health, safety and welfare afforded the citizens of St. Tammany Parish as provided herein in their joint pursuit to ensure the safety of employees, patrons and the general public while on the grounds of and/or within the interior and exterior up to the property line and the structure of the 22nd Judicial District Court facility located at 701 North Columbia Street, Covington, Louisiana (the "Justice Center"); and

WHEREAS, the parties are forming a cooperative effort in order for the Sheriff to provide the Justice Center with security and police/deputy services as necessary and consistent with providing safe ingress, egress and while on premises; and

WHEREAS, the Parish is charged with the duty of protecting the employees and general public and providing guard services as are necessary to the public records at the Justice Center, and the Sheriff agrees to assume these duties, as more fully provided in this Agreement on behalf of the Parish.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained in this Agreement, the parties agree and bind their respective offices as follows:

1. OBLIGATIONS OF THE SHERIFF

1.1 Personnel. Sheriff will provide uniformed personnel for security at the Justice Center for the hours and days that the Justice Center is open to the public. The Security Payments (as defined below) shall be only for security personnel assigned to Justice Center security and for no other purpose. It is the sole responsibility of the Sheriff to hire, train, retain, manage and place the security personnel throughout the Justice Center to ensure proper security, however, in no event shall there be less than ten (10) security personnel stationed at the Justice Center on a daily basis.

1.2 Interior Supervision. Sheriff shall position security personnel within the Justice Center at the North and South entrances as needed to address peak times according to the court calendar, the shipping/receiving dock, the main control room, inside the courtroom as needed, on roaming patrol throughout all floors and in other areas of the Justice Center which require security supervision. Both entrances to the Justice Center will be open to the public from 8:00 a.m. to 4:30 p.m. Monday through Friday. The shipping/receiving dock will have set hours in the morning and afternoon (1-hour windows in each).

1.3 Camera Supervision. Sheriff will provide monitoring of all cameras located in and on the Justice Center. Sheriff shall initially respond to any incident which occurs on the Justice Center, and when needed and necessary contact the Covington Police Department for further handling.

1.4 Hours. The Justice Center shall be opened by Sheriff Monday through Friday by 6:00 a.m. and shall be closed at 5:00 p.m. A minimum of two (2) security personnel shall open and close the Justice Center. If a request for overtime security staffing is made the Sheriff shall respond accordingly.

1.5 Daily Assignment Sheet. The Sheriff shall submit Daily Assignment Sheets each day of the month to the office of the Justice Center Manager. The Daily Assignment Sheet shall list all overtime hours worked, the names of the security personnel who worked, the courtroom or other location in which each security personnel worked, and the total amount of hours worked. Notice of any discrepancy or question regarding the Daily Assignment Sheet shall be given by the Parish to Sheriff in writing within ten (10) days of the receipt of the daily assignment sheet. Not later than seven (7) days after notice is given by the Parish, the parties shall confer to resolve the discrepancy or question.

1.5.1 Parish shall pay the remainder due for the month of March, of the first quarter of 2018, in the amount of \$117,359.00 upon execution of this Agreement, thereafter, in consideration of the reduced force providing security the sum of \$57,740.52, for the month of April, 2018, and thereafter the sum of \$36,272.81 per month for May

through December, 2018, the security services described in this Agreement which includes only regular security staffing described in Sections 1.1, 1.2, 1.3, 1.4 and as otherwise described herein, inclusive of the cost of uniforms; plus

1.5.2 For the security services described in this Agreement which are overtime staffing described in Sections 1.1, 1.2, 1.3, and 1.4, the rates for overtime worked pursuant to this Agreement shall be as follows: The first \$20,000.00 of overtime costs (calculated at the rates provided herein) shall be included in Security Payments provided in Section 1.5.1. Any overtime above \$20,000.00 shall be billed separately at \$49.39 per hour for a supervisor, and \$42.80 per hour for each deputy and only actual overtime hours worked.

1.5.3 The sums payable by Parish to the Sheriff for Sections 1.5.1 and 1.5.2 above are together simply the "Security Payments."

1.6 Training. The Sheriff is responsible for all post-certified law enforcement training.

1.7 Equipment. Sheriff shall not be responsible for maintenance, upkeep and repairs on the Parish-owned security equipment used during the term of this Agreement. The Sheriff shall be responsible for any damage to repair or replace any equipment damaged through the Sheriff's negligence. The Sheriff shall have the duty to timely and reasonably report to the Parish any item of equipment that may require maintenance or repair.

1.8 Policies and Procedures. All security personnel will abide by and enforce the policies and procedures of the Justice Center and orders of the 22nd Judicial District Court, as is permitted by law.

1.9 Insurance.

1.9.1 Sheriff shall carry in full force and effect at all times during the term of this Agreement one or more insurance policies providing coverage for any liability claims, including, but not limited to, commercial general liability, professional liability (errors and omissions), law enforcement liability, and civil rights, to the extent necessary under this Agreement. Sheriff shall name the Parish as an additional insured in such policies of insurance and shall ensure the Parish receives a certificate or certificates of insurance evidence stated coverages on or before the renewal of each respective insurance policy.

- 1.9.2 Upon failure of Sheriff to furnish, deliver and/or maintain such insurance as above provided, this contract, at the election of the Parish, may be forthwith declared suspended, discontinued or terminated. Failure of the Sheriff to maintain insurance shall not relieve the Sheriff from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Sheriff concerning indemnification.
- 1.9.3 Sheriff shall maintain a current copy of all annual insurance policies and provide same to the Parish on an annual basis or as may be reasonably requested.

1.10 Declared Emergency.

1.10.1 **Shelter Security.** When one or more shelters are activated by the Parish prior to, during and/or following an emergency, the Sheriff will assign at least two (2) deputies otherwise assignable to the Justice Center to each of the shelters twenty four (24) hours per day. Notwithstanding the foregoing, at least four (4) deputies shall be assigned to the Lyon Elementary and/or special needs shelter, when activated. In addition, Sheriff shall assign one (1) supervisor to oversee the deputies assigned to Parish's shelters. Should, at any time, Sheriff determine that the combined security needs provided by this Agreement exceed the number of deputies compensated by this Agreement, a request for authorization shall be made through Parish's WebEOC (<http://eoc-webeoc/eoc7/>) (hereinafter "WebEOC"). Parish's authorization must be granted through WebEOC for invoicing of shelter security pursuant to this Agreement. By way of example without limitation, the attached Exhibit "A" is demonstrative of the Sheriff's possible security assignment locations, and includes public capacity estimates per shelter.

1.10.1.1 Upon Parish's decision to open one or more shelters, Parish shall input the details of the opening of each shelter into WebEOC as a separate item, and Parish shall also attempt to contact Sheriff's shelter security personnel to notify Sheriff of the scheduled opening. Parish shall make reasonable efforts to provide Sheriff with at least a three (3) hour advance notice prior to opening a shelter.

1.10.1.2 Sheriff's and Parish's contact personnel for all shelter security issues shall be arranged through the Sheriff's Command Center and Parish's EOC.

1.10.2 EOC/Justice Center Security. Two (2) deputies from the Justice Center security personnel are to be assigned to each of (a) the Parish's Emergency Operations Center and (b) the Justice Center. The daily direction of the deputies will be provided by the Justice Center Chief of Security after conducting a consultation with the Justice Center Manager as to security needs.

1.10.3 Payment. Payment for security staffing provided under this Section 1.10 and which exceed the staffing requirements provided elsewhere in this Agreement shall be billed separately. Rates for overtime worked pursuant to this section shall be as follows: \$49.39 per hour for a supervisor; and \$42.80 per hour for each deputy. Sheriff may invoice Parish for shelter security from the time of staging as noted in WebEOC until closing and vacating of the shelter(s) as noted in WebEOC.

2. OBLIGATIONS OF THE PARISH

2.1 Security Cards. The Parish shall issue a security card to each Justice Center security personnel identified by Sheriff. Parish shall maintain ownership of the security cards. Parish shall allow Sheriff to substitute trained deputies for the identified security personnel. All security personnel on-duty shall have use of a security card. The Justice Center Manager will keep and maintain four (4) temporary cards to be used on an interim basis when Justice Center security personnel are substituted.

2.2 Keys. The Parish will provide Sheriff with keys for access to all offices of the Justice Center. Keys shall be numbered and released to Sheriff upon the signature of the security personnel supervisor upon the commencement of this Agreement. The Sheriff shall thereafter be responsible for the assigned keys throughout the term of this Agreement. The Sheriff agrees to return all keys at the termination of this Agreement. In the event of lost, damaged, destroyed or otherwise unauthorized copying of keys assigned to the Sheriff that necessitate the cost of rekeying any related locks, the Sheriff shall be responsible for any and all related costs.

2.3 Equipment. The Parish is responsible for maintenance and upkeep and repairs of all Parish-owned equipment due to normal wear and tear.

2.4 Payment for Security Services. Payment will be due on the first day of each calendar month and will be past due after the 10th day of the month, except for invoices submitted for security staffing provided pursuant to Section 1.10.

3. TERMINATION AND BINDING NATURE

- 3.1 This Agreement shall become effective on April 1, 2018 and terminate on December 31, 2018.
- 3.2 The continuation of this Agreement is contingent upon the appropriation of funds by Parish to fulfill the requirements of the Agreement. If the Parish fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by the veto of the Parish President by any means provided in the appropriations ordinance to prevent the total appropriation for the year from such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
- 3.3 Time is of the essence and the performance of the terms and conditions hereof shall be held in strict accordance with the times and dates specified herein.
- 3.4 The Parties acknowledge that if additional courts or judgeships are created and additional security personnel is required to meet the security demands of the Justice Center both Parties will meet to discuss whether amendment of this Agreement is necessary.
- 3.5 Excepting only the obligation of the Parish to pay the Security Payments timely, should either party resolve that there has been a breach of any obligation(s) as set forth in this Agreement, either party shall cause to be served a notice of default, the purpose of which shall direct the correction of the deficiency within thirty (30) days from receipt of the notice of default. If no or insufficient action is taken by the noticed party after notice of default, either party, upon expiration of time prescribed in the notice to correct the deficiency, may resolve to terminate this Agreement or any provision thereof, at which time this Agreement or such provision shall be declared null and void.

4. CONTRACTUAL VALIDITY AND MISCELLANEOUS PROVISIONS

- 4.1 In the event that any one or more provisions of this Agreement is for any reason held to be illegal or invalid, the Parties shall attempt in good faith, to amend the defective provision in order to carry out the original intent of this Agreement.
- 4.2 If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, that portion shall be severable and the remainder shall remain in full force and effect.
- 4.3 Any suit filed by a party to this Agreement to resolve a dispute or controversy regarding the matters which are the subject of this Agreement shall be filed in the 22nd Judicial District Court for the Parish of St. Tammany which shall have

exclusive venue and jurisdiction for any such action. Further, any dispute arising from this Agreement shall be governed by the laws of the State of Louisiana.

4.4 Any delay or failure to take any action pursuant to this Agreement or to exercise any right granted herein does not serve as a waiver to any other obligation contained herein.

4.5 The Parties agree and acknowledge that the obligations and covenants made herein give rise to contractual rights of each party and the right to demand specific performance and any claim to damages suffered hereunder.

4.6 No party herein shall assign any interest in this Agreement (whether by assignment or novation). This Agreement may be amended only by mutual written consent of the Parties.

4.7 Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.

4.8 That each party certifies that it will adhere to and follow any and all ordinances and laws applicable to each party's obligations as stated herein.

4.9 All records, reports, documents and other material delivered or transmitted to the Parish by the Sheriff shall remain the property of the Parish.

5. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the parties with respect to the subject matter hereof superseding all negotiations, prior discussions and preliminary agreements. There is no representation of warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

6. **NO PERSONAL LIABILITY OF INDIVIDUAL REPRESENTATIVE.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of any corporate party of his individual capacity, and neither of the officers of any party nor any official executing this Agreement shall be personally liable with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.

7. **DEFENSE AND INDEMNITY.** The Sheriff and Parish agree to indemnify, hold each other harmless and defend each other, and their respective officers, agents, servants, attorneys and employees from and against any and all claims, demands, losses, suits, damages, judgments, costs and expenses whether, indirect or consequential and including

but not limited to all fees, expenses and charges of attorneys and other professionals, as well as court costs and expenses, for actions or inactions arising out of, in connection with or resulting from the performance of services hereinafter arising from claims or violations resulting from such services performed in the course and scope of this Agreement for any employee and/or loaned employee that may be due to and caused in whole or in part by any act, error, or commission or omission of any act by negligence or otherwise while performing services.

8. **AUDITOR'S CLAUSE.** Legislative Auditor: The Parties acknowledge and agree that the Legislative Auditor of the State of Louisiana shall have the right to audit all accounts, books and records of the parties regarding this Agreement.
9. **FORCE MAJEURE.** If either party hereto shall be delayed or hindered in, or prevented from, the performance of any act required under this Agreement by reason of strikes, walk outs, labor troubles, inability to procure materials, failure of power, weather, riots, insurrection, terrorism, war or other reason of a like nature not the fault of the party delayed in performing work or doing as required under the terms of the Agreement, then performance of such act or obligation shall be excused for the period of the delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.
10. **INTERPRETATION.** Each party has assisted in the preparation of this Agreement and has had the opportunity to make changes to the language used in this Agreement. As such, in interpreting the meaning of any language contained in this Agreement, the rule of construction that ambiguous language shall be construed against the party drafting the document shall not apply.
11. **NON-DISCRIMINATION.** All parties agree to comply with the Americans with Disabilities Act of 1990 and all current amendments thereto. All individuals shall have equal access to employment opportunities available to similarly suited individuals. All parties agree not to discriminate in their employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disability. Any act of discrimination committed by any party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement. All parties agree to abide by the requirements of all local, state, and/or federal law, including but, not limited to, the following: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education

Amendments of 1972, the Age Act of 1975, and the requirements of the Americans with Disabilities Act of 1990. All parties warrant and guarantee that they are an equal employment opportunity employer. In all hiring or employment made possible by or resulting from this Agreement, there shall not be any discrimination against any person because of race, color, religion, sex, national origin, disability, age or veterans status; and where applicable, affirmative action will be taken to ensure that all employees are treated equally during employment without regard to their race, color, religion, sex, national origin, disability, age, political affiliation, disabilities or veteran status. 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 solicitation or advertisements for employees shall state that all applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, age or veteran status.

12. **SEVERABILITY**. In the event that any one or more provisions of this Agreement is for any reason held to be illegal or invalid, the parties shall attempt in good faith to amend the defective provision in order to carry out the original intent of this Agreement. If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, that portion shall be severable and the remainder of this Agreement shall remain in full force and effect.
13. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
14. **OWNERSHIP OF RECORDS**. All records, reports, documents and other material delivered to or transmitted to the Parish by Sheriff shall remain the property of Parish and be deemed as public for the purposes of disclosure and release.
15. **NOTICES**. Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage pre-paid by First Class Mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopier or other similar form of electronic transmission confirmed by written confirmation mailed (postage pre-paid by First Class Mail, registered or certified, return receipt requested or private, commercial carrier, express mail such as Federal Express) at substantially the same time as such rapid transmission. All communications shall be transmitted to the address or number set forth below or such other addresses or numbers to be named hereafter designated by a party in written notice to the other party compliant with this section.

If to Sheriff:

St. Tammany Parish Sheriff
Randy Smith
P.O. Box 1120
Covington, LA 70434

With a copy to:

Chadwick W. Collings
Milling Benson Woodward L.L.P.
68031 Capital Trace Row
Mandeville, Louisiana 70471

If to the Parish:

St. Tammany Parish Government
Patricia P. Brister, Parish President
P.O. Box 628
Covington, LA 70434

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in multiple originals by the hereunder signed officers, each in the presence of the undersigned

two (2) competent witnesses in St. Tammany Parish, State of Louisiana, as of the dates set forth, below after diligent reading of the whole.

Ann P...

Leurene Ojeda

WITNESSES:

Christine O'Berry

Louisa D...

BY: Patricia P. Brister

PATRICIA P. BRISTER
PARISH PRESIDENT

Date: May __, 2018

ST. TAMMANY PARISH SHERIFF

BY: Randy Smith

RANDY SMITH
SHERIFF

Date: ~~May~~ 12, 2018

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