

**COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN  
THE CITY OF NEW ORLEANS  
AND  
NEW ORLEANS CONVENTION AND VISITORS BUREAU  
AND  
FRENCH QUARTER MANAGEMENT DISTRICT**

**THIS COOPERATIVE ENDEAVOR AGREEMENT** ("**Agreement**") is entered into by and between the City of New Orleans (the "**City**"), herein represented by the Honorable Mitchell J. Landrieu, its Mayor, and the New Orleans Convention and Visitors Bureau, a Louisiana nonprofit corporation (the "**CVB**"), herein represented by J. Stephen Perry, its President and CEO, and the French Quarter Management District, a political subdivision of the state of Louisiana, herein represented by its Chair, Jim Oliver (the "**FQMD**"). This Agreement is effective as of the date of execution by the City (the "**Effective Date**").

**RECITALS**

A. The City is a local government subdivision of the State of Louisiana, the CVB is a private, nonprofit corporation, and the FQMD is a political subdivision of the State of Louisiana.

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

C. The CVB desires to assist the City and the residents of, businesses located in, and visitors to the French Quarter by providing the City additional financial resources dedicated to enhanced services and infrastructure improvements within the boundaries of the FQMD, which is the area bounded by the east bank of the Mississippi River, the center line of Canal Street, the rear property line of the properties fronting on the Lake Pontchartrain side of North Rampart Street and the rear property line of properties fronting on the downriver side of Esplanade Avenue (the "**Area**"), as depicted in Attachment A to this Agreement.

D. The CVB has levied an assessment against its hotel and motel members as a percentage of room revenues collected from the sale and use of hotel or motel rooms in Orleans Parish (the "**Assessment**") pursuant to La. R.S. 21:201 through 208 (the "**Act**") which took effect on April 1, 2014 following (1) the affirmative vote by such members in favor of the Assessment in a referendum as contemplated by the Act and (2) a final resolution imposing such assessment by the Board of Directors of the CVB.

E. The CVB desires to enter into a cooperative endeavor to remit to the City and the FQMD, pursuant to this Agreement, a portion of collections of the Assessment, net of a ratable portion of the expenses associated with the institution, development and administration of the Assessment, for the purpose of providing enhanced services and/or infrastructure improvements in the Area pursuant to the terms of this Agreement.

F. The City, the CVB, and the FQMD desire to enter into a cooperative endeavor for the valuable public purpose of providing funding for, and the terms and administration of, a supplemental police patrol program for the French Quarter (the "**Supplemental Police Patrol Program**") to provide a heightened police presence within the boundaries of the Area wherein the CVB shall provide funds to the FQMD and, in turn, a portion of such funding shall be used to provide funds to the City, through the Office of Police Secondary Employment (the "**OPSE**"), that shall be used by OPSE to schedule off-duty New Orleans Police Department (the "**NOPD**") officers to perform detail work in the Area through the NOPD 8<sup>th</sup> District under the supervision and authority of the Commander of the NOPD 8<sup>th</sup> District, or his designee, and the monitoring of the FQMD's Supplemental Police Patrol Program Administrator (the "**FQMD Administrator**") and/or "**FQMD's Administrator**"), to achieve the important societal objectives of providing an additional police presence in the Area supplemental to and over and above that of the on-duty police presence, deterring the commission of criminal activity in the Area and enhancing security for residents, businesses, service workers, and visitors within the Area.

NOW THEREFORE, the City, the FQMD, and the CVB (each a "**Party**" and sometimes collectively referred to as the "**Parties**") agree as follows:

**Section 1. CVB Funding Commitment to the City.** Contingent on the continuation of the CVB's levying and collection of the Assessment, on or before the last day of each month during the term of this Agreement, the CVB shall remit to the City, minus the amount of the contribution made to the FQMD pursuant to Section 3 of this Agreement, the proceeds of the collection of a 0.25% Assessment (in other words, 14.3% of the total Assessment collections) after deduction of a ratable share of (i) costs incurred by the CVB in connection with the implementation and administration of the Assessment, including any amounts payable under cooperative endeavor or other agreements between the CVB, on the one hand, and the City, the New Orleans Tourism Marketing Corporation, or any other entity, on the other hand, relating to the Assessment; (ii) transaction expenses, including legal fees and expenses, incurred by the CVB in connection with the transactions contemplated by this Agreement, including the preparation of related documents and the defense of any legal proceedings, and (iii) reasonable reserves for any of the foregoing. The ratable share shall be the proportion that 0.25% bears to 1.75%, or 14.28%. The CVB shall sweep and collect from participating hotels the amount of their collections between the 20<sup>th</sup> and 1<sup>st</sup> of each month for the duration of this Agreement. Amounts remitted to the City under this Agreement and any earnings thereon are referred to as "**CVB Funding**."

**Section 2. French Quarter Improvement Account.** The City established an account ("**French Quarter Improvement Account**") into which it shall deposit all CVB

Funding. The City shall not cause or permit CVB Funding to be commingled with other funds or transferred to the City General Fund or any account other than the French Quarter Improvement Account. The City shall disburse CVB Funding solely in accordance with Section 4 of this Agreement.

**Section 3. CVB Funding Commitment to the FQMD.** Contingent on the continuation of the CVB's levying and collection of the Assessment, from the proceeds of the collection of the 0.25% Assessment described in Section 1 of this Agreement, the CVB shall remit to the FQMD, reduced from the City's proceeds, an amount not to exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) per month commencing January 2017 and continuing on a monthly basis for the duration of the term of this Agreement set forth in Section 14, for a maximum annual amount of ONE MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000) ("**CVB Remittance**") for the sole purpose of funding the FQMD's role in the administration and management of the Supplemental Police Program and any associated costs, including but not limited to maintenance of Supplemental Police Program vehicles, monitoring the Supplemental Police Patrol Program, and monitoring the French Quarter Task Force App (the "**App**"). For its services, the FQMD shall retain a three percent (3%) administrative fee from the CVB Remittance.

**Section 4. Disbursement Restrictions.** The City shall disburse funds from the French Quarter Improvement Account only for the repairs, improvements and services within the boundaries of the Area in any of the following categories:

- (1) Public safety and law enforcement, including allocating FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) per annum, effective January 1, 2016, for the support of a standing Louisiana State Police detachment, pursuant to the development of other matching funding sources, including the French Quarter Economic Development District. At the direction of the City, the CVB shall either disburse this amount directly to the City or to a special city fund;
- (2) Quality of life enforcement measures, code enforcement measures, and violation identification, ticketing and court measures relative to ordinance compliance, excluding zoning enforcement, sound enforcement, smoking enforcement, and enforcement of Chapter 10 of the Code of the City of New Orleans;
- (3) Sanitation;
- (4) Infrastructure repair or improvements; and
- (5) Historic lighting;

in each case within the boundaries of the Area and in accordance with appropriation duly made by the City Council after consideration during normal public budget processes and public

hearings conducted by City Council in which the hospitality industry; civic, neighborhood, preservation and improvement associations; and other members of the public shall be afforded an opportunity to recommend and testify on projects, expenditures, or programs proposed by the City.

**Section 5. Sustained Level of Funding and Services.** The City, the FQMD, and the CVB agree that it is their intention that the CVB Funding must be used in addition to, and not in place of, the existing level of annual funding supplied by the City with respect to the services to and capital outlay in the Area, including the services of the New Orleans Police Department in the Area. Accordingly, if the City reduces the level of any such funding and/or services at any time during the term of this Agreement, the CVB shall have the right to withhold or cease disbursements to the City until the level of funding is restored and, if not so restored within thirty (30) days of written demand by the CVB, to require the City to return CVB Funding then held in the French Quarter Improvement Account to the CVB for application by or on behalf of the CVB to the same purposes enumerated in Section 4 of this Agreement.

**Section 6. Reports and/or Records.** The City shall provide to the CVB and the FQMD annual, quarterly, and daily reports and/or records as follows:

- (1) Within fifteen (15) days following the approval of the annual budget for the City, a comprehensive annual budget for use of CVB Funding; and
- (2) Within fifteen (15) days of the end of each calendar quarter, a detailed report of actual receipts and expenditures of funds disbursed by the City from the French Quarter Improvement Account during the quarter and the balance of such funds remaining as of the end of the quarter.
- (3) Each Monday during the term of this Agreement, the NOPD 8<sup>th</sup> District's daily officer lineup records of the prior Sunday through Saturday (seven day period) that document the shifts of the on-duty police officers whose primary shift assignment was to (a) answer calls for service and patrol the streets in current NOPD 8<sup>th</sup> District Zones B, C, D, and/or E, or (b) patrol the Bourbon Promenade.

The FQMD shall provide to the CVB and the City annual and quarterly reports and/or records as follows:

- (1) Within fifteen (15) days following the approval of the annual budget for FQMD, a comprehensive annual budget for use of CVB Funding; and
- (2) Within fifteen (15) days of the end of each calendar quarter, a detailed report of actual receipts and expenditures of funds disbursed by the FQMD from the CVB funding during the quarter and the balance of such funds remaining as of the end of the quarter.

**Section 7. Breach.** The CVB shall have full authority, at its discretion, to suspend any remittances to the City or FQMD under this Agreement upon the occurrence of any of the following events (each an "**Event of Default**"):

- (1) The City's failure or refusal to establish the French Quarter Improvement Account;
- (2) The City's disbursement or application of CVB funding other than as contemplated by Section 4;
- (3) The City's failure or refusal to maintain the level of funding for services and capital outlay in the Area to the current levels as contemplated by Section 5 of this Agreement;
- (4) The City's or FQMD's failure or refusal to submit any quarterly or annual report to the CVB as and when required by Section 6 of this Agreement;
- (5) Any other breach by the City or FQMD of its obligations under this Agreement.

The City and FQMD shall have thirty (30) days from receipt of the notice from the CVB to cure and correct an Event of Default. If the City or FQMD cures the Event of Default within that period, the CVB shall remit to the City and/or FQMD the remittances previously withheld on account of the Event of Default. If the City fails to cure the Event of Default within thirty (30) days of its receipt of the notice, the CVB shall have the right by written notice to the City to terminate this Agreement and demand the return of CVB Funding then held in the French Quarter Improvement Account. The CVB then reserves its authority to suspend the 0.25% Assessment or to continue the Assessment and retain the portion of the Assessment the CVB remits to the City pursuant to Section 1 of this Agreement for application by or on behalf of the CVB to the purposes enumerated in Section 4 of this Agreement.

**Section 8. Record Retention.** The City and FQMD agree to keep all business records related to, or arising out of, its use and application of CVB Funding as would be kept by a reasonably prudent business for a period of three (3) years after the termination of this Agreement. All accounting records shall be maintained in accordance with generally accepted accounting principles and practices.

**Section 9. Obligations of the City, through OPSE.** In return for FQMD fulfilling the obligations set forth below in Section 12 of this Agreement, including FQMD providing funds to OPSE, the City, through the Director of OPSE, hereby agrees to the following:

- (1) Use its best efforts to schedule off-duty NOPD officers (the "**Detail Officers**") as needed to fill all of the hours and/or patrol shifts listed in FQMD's Patrol Plan for the Area (the "**Patrol Plan**"), as set forth in Subsection 12(2) of this Agreement and as may be modified by FQMD pursuant to Subsection 12(3) of this Agreement by FQMD delivering a revised Patrol Plan to the Director of OPSE at least fourteen (14) days prior to the beginning of the patrol week in which the revised Patrol Plan for the Area will be implemented.
- (2) Require OPSE Detail Coordinators to inform all Detail Officers that supervisory authority over the manner in which they perform as a police officer during their detail work/Patrol Shift rests with the Commander of the NOPD 8<sup>th</sup> District, or the Commander's designee, though Detail Officers are expected to abide by general directions from OPSE and the FQMD's Administrator.
- (3) Require OPSE Detail Coordinators to inform all Detail Officers of the following:
  - To report for duty to the FQMD Office at the NOPD 8<sup>th</sup> District police station to receive a handout that lists their work assignment and/or directives for the shift, including their assigned Patrol Zone within the Area ("**Patrol Zone**"), the standard crimes and/or violations they should focus upon, and the standard instructions for their patrol duties ("**Post Instructions**"), from the FQMD's Administrator.
  - To receive vehicle keys and equipment needed for the shift from the FQMD's Administrator.
  - To receive additional directions and instructions from the NOPD 8<sup>th</sup> District Shift Supervisor in conjunction with FQMD's Administrator.
  - To perform the assignments and obey the directions and instructions for performing their detail work in the Area given by the NOPD 8<sup>th</sup> District Shift Supervisor, or his designee, and/or the FQMD's Administrator
  - To report for duty on or before the time scheduled for their patrol shift, but if the Detail Officer is working a patrol shift in the Area for the first time, to report for duty fifteen (15) minutes early to receive equipment training from the FQMD's Administrator and additional training from the NOPD 8<sup>th</sup> District Shift Supervisor on the New Orleans City Code ordinances pertinent to patrolling in the Area as well as on handling public safety situations that are specific to a tourist-dense French Quarter.
  - If the Detail Officer is assigned to patrol in a vehicle, to place NOPD-approved FQMD magnetic decals on the vehicle.
- (4) Provide the following management duties for the Detail Officers and/or the Patrol Plan/revised Patrol Plan:

- Seven (7) days in advance of a patrol week, supplemented as necessary, provide the Commander of the NOPD 8<sup>th</sup> District and the FQMD a Deployment Schedule (the “**Deployment Schedule**”) that conforms to the Patrol Plan for the Area which includes the name, contact information, employee identification number, work schedule and work assignment (area of patrol) of each Detail Officer assigned to work in the Area.
  - Seven (7) days in advance of a patrol week, supplemented as necessary, provide the Commander of the NOPD 8<sup>th</sup> District a list of the officer pool for each Patrol Shift on the Deployment Schedule which includes the name, contact information and employee identification number of standby Detail Officers.
  - Provide each Detail Officer a copy of the FQMD-supplied Post Instructions specific to the patrol identification number for the detail work duty the Detail Officer signed up to work.
  - If a Detail Officer scheduled to work on a specific date and time cancels in advance, use best efforts to replace that off-duty officer with another Detail Officer to fill the personnel vacancy in the Deployment Schedule.
  - Be available on call by telephone twenty-four (24) hours a day, seven (7) days a week, to respond to a Detail Officer cancellation and use best efforts to fill the personnel vacancy created in the Deployment Schedule so that the Deployment Schedule is fully staffed.
  - Periodically perform random inspections of the Detail Officers performing their detail work duty in the Area in order to ensure quality control.
- (5) Use the *NOPD Police Manual* and the *OPSE Policies and Procedures for Customers and Officers* to guide the relationships, conduct, and actions of the Detail Officers and state the policies of OPSE.
  - (6) Require OPSE Detail Coordinators to remind all Details Officers that they are restricted from entering an alcoholic beverage outlet (“**ABO**”) venue in accordance with NOPD policy.
  - (7) Require OPSE Detail Coordinators to inform all Detail Officers that they are prohibited from providing escort services while performing detail work in the Area.
  - (8) Invoice FQMD for the detail hours that each Detail Officer worked during the invoicing period in accordance with the current tier-2 and tier-3 rates of pay set forth on <http://www.nola.gov/opse/>, unless another rate of pay has been approved in writing by the FQMD Agreement Monitor for a specific date and/or patrol shift on a specific date, and applying any applicable rebates.

- (9) Invoice FQMD for the performance of the duties set forth under Section 12(15) of this Agreement.
- (10) Provide FQMD with a monthly detail report that provides the name, rank and employee identification number of each Detail Officer who worked during the month, along with the date(s), hours/shift(s), and patrol identification number(s) the Detail Officer worked.
- (11) Pay Detail Officers timely for all timesheets approved by FQMD.

**Section 10. Obligations of the City, through the Superintendent of the NOPD.** In return for FQMD fulfilling the obligations set forth below in Section 12 of this Agreement, including FQMD providing funds to the City, through OPSE, the City, through the Superintendent of the NOPD, hereby agrees to the following:

- (1) The off-duty Detail Officers deployed in the Area pursuant to this Agreement shall not be a replacement for the number of on-duty NOPD officers deployed to and/or used in the Area during the Supplemental Police Patrol Program term set forth in Section 14 of this Agreement and NOPD shall make a good faith effort to increase the number of on-duty NOPD officers deployed to and/or used in the Area above that the number that was routinely deployed to and/or used in the Area on January 1, 2017.
- (2) Require, at all times during this Agreement, on-duty, uniformed NOPD officers in marked NOPD vehicles to continue to patrol in the Area, above and beyond any off-duty officers serving as Detail Officers as contemplated herein.
- (3) Require on-duty NOPD officers, and not Detail Officers, to transport persons arrested during the Supplemental Police Patrol Program term set forth in Section 14 of this Agreement, including any arrested by an off-duty Detail Officer assigned to patrol in the Area, with the exception that, while on-duty NOPD officers will assist in transporting a subject injured during an arrest made by a Detail Officer, direct support with medical treatment and booking shall remain the primary responsibility of the arresting officer.
- (4) Allow all Detail Officers to wear their official NOPD baseball cap while patrolling to identify the officer as a Detail Officer.
- (5) If a Detail Officer is assigned to vehicle patrol in a NOPD vehicle, allow the Detail Officer to place NOPD-approved FQMD decals on the vehicle to identify the vehicle as one being operated by a Detail Officer.

- (6) Require on-duty NOPD officers, and not Detail Officers, to respond to all non-priority calls for service in the Area.
- (7) Allow a Detail Officer to provisionally respond to an emergency call for service in their assigned Patrol Zone with the understanding and agreement that the 8<sup>th</sup> District Shift Supervisor shall promptly assign an on-duty police officer to relieve the Detail Officer so the Detail Officer may promptly return to proactively patrolling in their assigned Patrol Zone.

**Section 11. Obligations of the City, through the Commander of the NOPD 8<sup>th</sup> District.** In return for FQMD fulfilling the obligations set forth below in Section 12 of this Agreement, including FQMD providing funds to the City, through OPSE, the City, through the Commander of the NOPD 8<sup>th</sup> District, hereby agrees to the following:

- (1) Provide a rent-free office in the 8<sup>th</sup> District Station for the FQMD to administer the Supplemental Police Patrol Program (the “Office”) and for the FQMD Administrator to monitor App calls and vehicle and/or Detail Officer movement.
- (2) Require all Detail Officers who report for duty to report to the assigned office in the NOPD 8<sup>th</sup> District station to clock in and obtain Post Instructions, a vehicle assignment and key, and equipment needed for their shift.
- (3) Provide weekly to the FQMD’s Administrator and Executive Director a 24 hour a day – 7 day a week schedule of the on-duty NOPD 8<sup>th</sup> District Shift Supervisors or their designees, who, in addition to their 8<sup>th</sup> District duties, shall be assigned to perform the following duties for the Supplemental Police Patrol Program to the FQMD:
  - Provide Detail Officers instruction regarding emerging situations, wanted suspects, Vieux Carré-specific ordinances, and handling public safety situations that are specific to a tourist-dense French Quarter.
  - Handle all vehicle accidents that involve a Detail Officer, including ensuring that NOPD Accident Procedures are followed and all paperwork is properly completed.
  - Go to the scene of any major incident involving a Detail Officer.
  - Provide information and address the situation as necessary when a complaint is made against a Detail Officer.
  - Provide Detail Officers with citation books.
  - Ensure that each summons related to an arrest made by a Detail Officer is processed in a timely manner.

- Dispatch an on-duty police officer if available to respond to a Supplemental Police Patrol Program App call when there is no Detail Officer available to respond to the App call.
  - Provide coordination as is necessary between the Commander of the 8<sup>th</sup> District and the FQMD's Administrator and Detail Officers.
- (4) Provide supervision for all Detail Officers who are scheduled and deployed by OPSE to perform detail work in the Area consistent with *OPSE Policies and Procedures for Customers and Officers*.
  - (5) Assign on-duty, uniformed NOPD officers in marked vehicles to continue to patrol in the Area, above and beyond any off-duty officers serving as a Detail Officer as contemplated herein, at all times during this Agreement.
  - (6) In conjunction with FQMD, assign all Detail Officers to duties in the Area. Assign at least one Detail Officer per day to perform traffic and oversized vehicle enforcement in the Area during this Agreement, and at least three Detail Officers per evening shift to perform proactive patrol duties in Smart Car and/or other vehicles during this Agreement.
  - (7) Require Detail Officers to perform the duties as directed on the weekly Deployment Schedule and Post Instructions with the exception that a Shift Supervisor may re-assign a Detail Officer to vehicle patrol in an NOPD patrol car due to inclement weather, or if a Supplemental Police Patrol Program vehicle is unavailable.
  - (8) Unless the Patrol Plan is modified in writing pursuant to Subsection 12(3) of this Agreement, or due to inclement weather, assign all Detail Officers working in the Area to vehicle patrol, with specialized Smart Car vehicles being the primary vehicle for this patrol.
  - (9) Authorize a Detail Officer to leave their assigned patrol area to respond to an emerging situation in the Area, such as a crime in progress or a pursuit of a person by another NOPD officer.
  - (10) Allow a Detail Officer to wear an official NOPD baseball cap while patrolling in the Area to identify the officer as a Detail Officer.
  - (11) Require on-duty NOPD officers, and not Detail Officers, to respond to non-priority calls for service.
  - (12) Require on-duty NOPD officers to transport persons arrested during the Supplemental Police Patrol Program term set forth in Section 14 of this Agreement, including any arrested by an off-duty Detail Officer assigned to patrol in the Area, with the exception that, while on-duty NOPD officers shall assist in transporting a subject injured during an arrest made

by a Detail Officer, direct support with medical treatment and booking shall remain the primary responsibility of the arresting officer.

- (13) Inform all Detail Officers that supervisory authority over the manner in which they perform their police and/or detail work/Patrol Shift rests with the Commander of the NOPD 8<sup>th</sup> District and the NOPD 8<sup>th</sup> District Shift Supervisor, though Detail Officers are expected to abide by general directions from OPSE and follow their Post Instructions, and perform their work in coordination with FQMD's Administrator.
- (14) Restrict Detail Officers from entering an ABO venue in accordance with NOPD policy.
- (15) Require each Detail Officer assigned to vehicle patrol to place NOPD-approved FQMD magnetic decals on the NOPD vehicle to identify the vehicle as one being operated by a Detail Officer.
- (16) Ensure that Detail Officers are trained to handle public safety situations that are specific to a tourist-dense French Quarter and educated on the City Code ordinances that are pertinent to patrolling in the Area.
- (17) Unless expressly or impliedly pre-empted by a provision in this Agreement, use the *NOPD Police Manual* and the *OPSE Policies and Procedures for Customers and Officers* to guide the relationships, conduct, and actions of the Detail Officers and their on-duty officer supervisors.
- (18) Prohibit Detail Officers from providing escort services.
- (19) Use the Detail Officers to supplement, not replace, the number of on-duty NOPD 8<sup>th</sup> District officers or resources that were routinely deployed or used within the Area on January 1, 2017, which shall be agreed to be \_\_\_\_ officers.. Make a good faith effort to increase the number of on-duty officers deployed in the Area during the Supplemental Police Patrol Program, and thereafter.
- (20) Allow a Detail Officer to provisionally respond to an emergency call for service in their assigned Patrol Zone with the understanding and agreement that the 8<sup>th</sup> District Shift Supervisor shall promptly assign an on-duty police officer to relieve the Detail Officer so the Detail Officer may promptly return to proactively patrolling in their assigned Patrol Zone.

**Section 12. Obligations of the FQMD.** In return for the City fulfilling the obligations set forth above in Sections 9, 10, and 11 of this Agreement, the FQMD hereby agrees to the following:

- (1) Disburse payment to OPSE within thirty (30) days of the FQMD Agreement Monitor's receipt and approval of an OPSE invoice. For an invoice to be approved, the invoice shall charge FQMD in accordance with the current tier-2 or tier-3 level rate of pay set forth on <http://www.nola.gov/opse/>, unless another rate of pay has been approved in writing by the FQMD Agreement Monitor for a specific date and/or Patrol Shift(s) on a specific date, and applying any applicable rebates.
- (2) Deliver a complete Patrol Plan for the Area to the Director of OPSE on or before the Effective Date of this Agreement. The Patrol Plan shall cover the Supplemental Police Patrol Program term set forth in Section 14 of this Agreement and include the number of off-duty officer hours that are to be worked each week, a schedule for the length, time and day of each patrol shift, and specify assigned patrol zones and assignments. The Patrol Plan shall include at least one Detail Officer assigned per day to perform traffic and oversized vehicle enforcement in the Area during the term of this Agreement, and at least three Detail Officers assigned evening shift to perform proactive patrol duties in Smart Car and/or other vehicles during the term of this Agreement. The Parties to this Agreement acknowledge and agree that, without revising the Patrol Plan as set forth in Subsection 3 of this Section, during (a) a major event such as Mardi Gras, New Year's Eve, etc., Detail Officers may be reassigned to patrol the less policed streets in the Area; and (b) an emergency situation such as a mandatory hurricane evacuation, Detail Officers may be reassigned by the Commander of the NOPD 8<sup>th</sup> District as needed and timely advise the FQMD Executive Director.
- (3) If FQMD decides to revise the Patrol Plan, deliver a revised Patrol Plan to the Director of OPSE and the City at least fourteen (14) days prior to the beginning of the patrol week in which the revised Patrol Plan will be implemented.
- (4) Deliver Post Instructions to the Director of OPSE.
- (5) Provide the supplies needed for the Supplemental Police Patrol Program such as gasoline, tires, iPads, Post Instructions, NOPD-approved magnetic decals, etc., and repair and maintain the Supplemental Police Patrol Program vehicles as needed.

- (6) Permit the Commander of the NOPD 8<sup>th</sup> District, or his designee, to use Detail Officers to respond to priority 911 call situations within the Area without requiring a credit from OPSE.
- (7) Collect and review all trip sheets and time sheets.
- (8) The FQMD Agreement Monitor, or designee, shall give written approval or disapproval of each time sheet by the end of the workday every Tuesday.
- (9) Notify OPSE of scheduled hours/shifts not actually worked by a Detail Officer by timely submitting approved time sheets and by making any and all corrections to the timesheets within one (1) pay period.
- (10) FQMD representatives, including the FQMD's Administrator, the FQMD Agreement Monitor and the Officers of the Security and Enforcement Committee, shall not have any supervision or authority over the manner in which the Detail Officers perform their police or Detail Officer duties. The FQMD's Administrator shall monitor the Detail Officers' adherence to Post Instructions, the location of the Detail Officers and/or that of the vehicle used by the Detail Officers, and all App calls received; coordinate the Detail Officers' clocking in and out, assignment of Post Instructions, assignment of a vehicle and other equipment for their shift; and monitor Detail Officer response time to App calls. The FQMD Executive Director and FQMD Administrator are to work with the 8<sup>th</sup> District Commander regarding deployment decisions.
- (11) Have a FQMD representative attend weekly 8<sup>th</sup> District MAX meetings, to provide statistics and other information to the 8<sup>th</sup> District Commander and/or the Commander's designee, and receive feedback from the Commander of the NOPD 8<sup>th</sup> District and NOPD 8<sup>th</sup> District Shift Supervisors on the performance of the Detail Officers and their suggestions for revising the Patrol Plan.
- (12) Review the status of the Supplemental Police Patrol Program and/or the Patrol Plan during meetings of the FQMD Board of Commissioners and the Security and Enforcement Committee.
- (13) Gather information from businesses, service workers, and residents as to their perception of the performance, effectiveness, and attendance of the Detail Officers and the impact the Supplemental Police Patrol Program is having on public safety, and provide feedback to Agreement Monitors and the NOPD 8<sup>th</sup> District Commander on the public's perception of the performance, effectiveness, and attendance of the Detail Officers.

- (14) Maintain and provide fuel for Supplemental Police Patrol Program vehicles.
- (15) Through OPSE, retain the services of off-duty NOPD shift supervisors, or their equivalent, to perform duties that include, but are not limited to:
  - Check the status and review all incident reports, arrest reports and/or Use of Force reports filed by a Detail Officer.
  - Weekly review Detail Officer trip sheets and provide constructive feedback to the Detail Officers and the FQMD Administrator.

The Parties anticipate that the duties of the shift supervisors and/or their equivalent shall not exceed a total of 20 hours per week.

**Section 13. Agreement Monitors and Monitoring Plan.** The Agreement Monitors and Agreement Monitoring Plan are as follows:

- (1) Agreement Monitors are the Director of the OPSE, the Commander of the NOPD 8<sup>th</sup> District, the City Attorney, the President of the CVB, and the Executive Director of the FQMD, or their successor(s) in office.
- (2) Agreement Monitors and the Officers of the FQMD Security Task Force shall periodically discuss the progress the Parties are making towards the attainment of the goals set forth in the Recitals of this Agreement, the public's perception of the effectiveness of the Supplemental Police Patrol Program, and alternative approaches that should be considered in order to better achieve the Agreement's goals.

**Section 14. Term.** The term of this Agreement shall begin on the Effective Date and shall end December 31, 2020.

**Section 15. Termination for Convenience.** The CVB, the City, and/or FQMD may terminate this Agreement at any time by giving seven (7) days written notice to the other Parties.

OPSE shall be entitled to payment from the FQMD for hours/shift(s) each Detail Officer worked prior to the effective date of the Termination for Convenience in accordance with current tier-2 and tier-3 level rates set forth on <http://www.nola.gov/opse/>, except when another rate of pay was approved in writing by the FQMD Agreement Monitor for a specific date and/or patrol shifts on a specific date, and applying any applicable rebates.

If this Agreement is terminated for convenience by any Party, the CVB reserves its right to demand and obtain the return of CVB Funding then held in the French Quarter Improvement Account.

**Section 16. Notice.** Any notice, demand, communication or request required or permitted hereunder shall be in writing and delivered in person or by certified mail, return receipt requested as follows:

If to the City:

Ryan Berni  
Deputy Mayor of External Affairs  
City of New Orleans  
1300 Perdido Street, 2E04  
New Orleans, Louisiana 70112  
[rfberni@nola.gov](mailto:rfberni@nola.gov)  
&  
Michael Harrison  
Superintendent of Police  
New Orleans Police Department  
City of New Orleans  
715 South Broad Street  
New Orleans, LA 70119  
[msharrison@nola.gov](mailto:msharrison@nola.gov)  
&  
Rebecca H. Dietz  
City Attorney  
City of New Orleans  
1300 Perdido St. 5E03  
New Orleans, LA 70112  
[rhdietz@nola.gov](mailto:rhdietz@nola.gov)  
&  
Commander Nick Gernon  
NOPD 8<sup>th</sup> District  
334 Royal Street  
New Orleans, LA 70130  
[nlgernon@nola.gov](mailto:nlgernon@nola.gov)  
&  
Lt. Col. John Salomone  
Director  
Office of Police Secondary Employment  
City of New Orleans  
1300 Perdido Street, Suite 1W30  
New Orleans, LA 70112  
[jlsalomone@nola.gov](mailto:jlsalomone@nola.gov)

If to CVB: New Orleans Convention and Visitors Bureau  
J. Stephen Perry  
2020 St. Charles Ave.  
New Orleans, LA 70130  
[sperry@nomcvb.com](mailto:sperry@nomcvb.com)  
&  
Tammie Boteler  
Vice President of Finance  
2020 St. Charles Ave.  
New Orleans, LA 70130  
[tboteler@nomcvb.com](mailto:tboteler@nomcvb.com)

If to FQMD: French Quarter Management District  
Jim Oliver  
2017 Chair, Board of Commissioners of the FQMD  
100 Conti Street  
New Orleans, LA 70130  
Added: [jim.oliver@ritzcarlton.com](mailto:jim.oliver@ritzcarlton.com)  
&  
Emily Remington  
Executive Director, FQMD  
100 Conti Street  
New Orleans, LA 70130  
Added: [eremington@fqmd.org](mailto:eremington@fqmd.org)

Notices shall be effective when received by each of the above-referenced individuals at the addresses specified above. Each Party shall be responsible for notifying the other in writing that references this Agreement of any changes in the respective addresses set forth above.

**Section 17. Prohibition Against Financial Interest in Agreement.** No elected official, appointed official or employee of the City, the CVB, or the FQMD 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 FQMD, will render this Agreement voidable by the City or the CVB. Any willful violation of this provision, with the expressed or implied knowledge of the CVB, will render this Agreement voidable by the City or the FQMD. Any willful violation of this provision, with the expressed or implied knowledge of the City, will render this Agreement voidable by the CVB or the FQMD.

**Section 18. Non-Solicitation Statement.** FQMD and CVB swear that they have not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. FQMD and CVB have not paid or 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.

**Section 19. Convicted Felon Statement.** FQMD and CVB swear that they comply with City Code § 2-8(c). No principal, member, or officer of FQMD or CVB have 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.

**Section 20. Audit and Other Oversight.** FQMD and CVB will abide by all provisions of City Code § 2-1120, including without limitation City Code § 2-1120(12), which requires contractors to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests is a material breach of the Agreement. In signing this Agreement, FQMD and CVB agree that they are subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena. The Legislative Auditor of the state of Louisiana shall have the option of auditing all records and accounts which relate to this Agreement. The Parties shall retain all documents and records pertaining to this Agreement for three (3) years.

**Section 21. Exclusivity.** The City, through OPSE, shall hire only NOPD officers in good standing to perform the obligations contemplated by this Agreement.

**Section 22. Jurisdiction.** The Parties consent and yield to the jurisdiction of the Civil District Court of the Parish of Orleans.

**Section 23. Governing 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.

**Section 24. Survival of Provisions.** All representations and warranties and all responsibilities regarding record retention, access, and ownership, and cooperation with investigations of the Office of Inspector General or the Legislative Auditor of the state of Louisiana, shall survive the termination of this Agreement and continue in full force and effect.

**Section 25. 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 shall not affect or be deemed a waiver of any Party's right to insist upon compliance with the terms and conditions of the Agreement, to exercise any rights, or to seek any available remedy with respect to any default, breach, or defective performance.

**Section 26. No Assignment Without Consent.** This Agreement is personal to each of the Parties and no Party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other Parties in their absolute discretion.

**Section 27. No Third-Party Beneficiaries.** This Agreement is entered into for a public purpose for the benefit of the public within the Area, and the Parties expressly disclaim any intent to benefit any particular person that is not a Party to this Agreement.

**Section 28. Amendments.** This Agreement may be amended only by written instrument signed on behalf of each of the Parties.

**Section 29. Rules of Construction.** This Agreement 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 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.

**Section 30. 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.

**Section 31. Complete Agreement.** 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.

**Section 33. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which, when taken together, shall constitute one and the same agreement

**[The remainder of this page is intentionally left blank]**  
**[SIGNATURES CONTAINED ON FOLLOWING PAGES]**

**IN WITNESS WHEREOF**, the Parties, through their duly authorized undersigned representatives, have signed this Agreement for the consideration and under the conditions set forth above, to be effective as of the date specified.

CITY OF NEW ORLEANS

By:   
Mitchell J. Landrieu, Mayor

Executed on this 20<sup>th</sup> of July, 2017.

FORM AND LEGALITY APPROVED

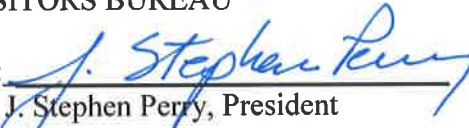
Law Department

By: 

Printed Name: Ashley Beche

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**[CVB AND FQMD SIGNATURES CONTAINED ON FOLLOWING PAGES]**

NEW ORLEANS CONVENTION AND  
VISITORS BUREAU

By:   
J. Stephen Perry, President

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**[FQMD SIGNATURE CONTAINED ON FOLLOWING PAGE]**

FRENCH QUARTER MANAGEMENT  
DISTRICT

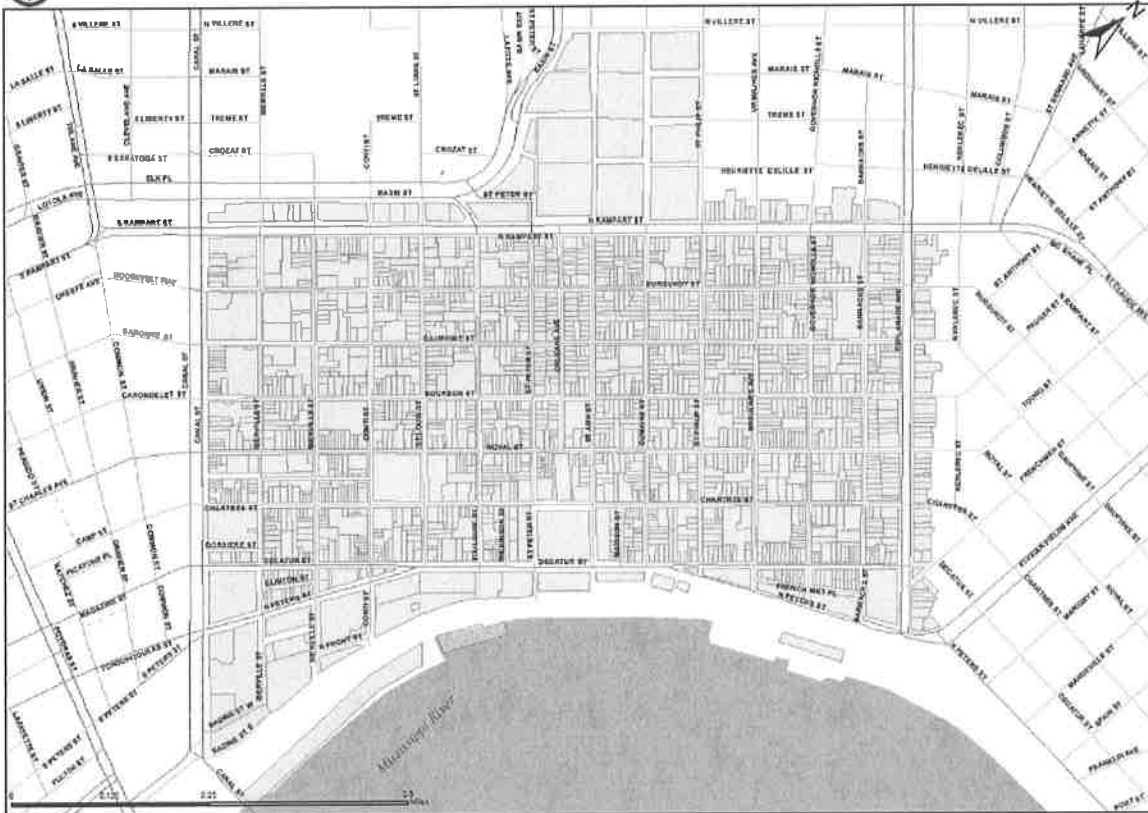
By:   
Jim Oliver, Chair

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**[ATTACHMENT A CONTAINED ON NEXT PAGE]**

**ATTACHMENT A TO THE COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN  
THE CITY OF NEW ORLEANS  
AND  
NEW ORLEANS CONVENTION AND VISITORS BUREAU  
AND  
FRENCH QUARTER MANAGEMENT DISTRICT**

** French Quarter Supplemental Police Patrol Program Area**



[END OF AGREEMENT]