

**COOPERATIVE ENDEAVOR AGREEMENT**  
**BY AND BETWEEN**  
**ORLEANS PARISH SHERIFF'S OFFICE**  
**AND**  
**NEW ORLEANS REGIONAL TRANSIT AUTHORITY**  
*Supplemental Equipment and Operators For Mardi Gras Parade Transportation*

**THIS COOPERATIVE ENDEAVOR AGREEMENT** (the “**Agreement**”) is entered into by and between the Orleans Parish Sheriff’s Office, represented by Susan Hutson, Sheriff (“**OPSO**”), and the New Orleans Regional Transit Authority, represented by Lona Edwards Hankins, Chief Executive Officer (the “**RTA**” or the “**Contractor**”). The OPSO and the Contractor may sometimes each be referred to as a “**Party**” or collectively as the “**Parties.**” The Agreement is effective as of the date of **February 5, 2026** (the “**Effective Date**”).

**RECITALS**

**WHEREAS**, the OPSO is a political subdivision of the State of Louisiana; which principal address is located at 2800 Perdido Street, New Orleans, LA 70119;

**WHEREAS**, the Contractor is a political subdivision of the State of Louisiana, which principal address is located at 2817 Canal Street, New Orleans, LA 70119;

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

**WHEREAS**, the OPSO and the Contractor desire to accomplish a valuable public purpose of promoting public health and safety, wellness, and workforce development by transporting OPSO personnel to and from Mardi Gras parade routes; and

**WHEREAS**, the OPSO has transportation limitations, which require additional transportation services to deliver OPSO personnel to and from Mardi Gras parade routes;

**WHEREAS**, the Contractor will provide additional transportation services to deliver OPSO personnel to and from Mardi Gras parade routes; and

**WHEREAS**, the OPSO has agreed to provide funding for the additional transportation services pursuant to the terms and conditions set forth herein.

**NOW THEREFORE**, the OPSO and the Contractor, each having the authority to do so, agree as follows:

## ARTICLE I - THE CONTRACTOR'S OBLIGATIONS

**A. Services.** The Contractor shall:

1. Supply passenger buses, as well as experienced equipment operators to render resource transportation services during the 2026 Mardi Gras parade season (the “**Services**”) at the OPSO’s request, in advance of the event and subject to availability of RTA equipment and operators;
2. Perform the Services with the same degree of care, skill, and diligence as would be ordinarily exercised by a competent practitioner of the same profession under similar circumstances; and
3. Represent and warrant that it has the requisite skills and expertise necessary to perform the Services.

**B. Schedule.** The OPSO will provide RTA with a schedule, along with equipment needs and work-site locations.

**C. Invoices.** The Contractor will submit invoices monthly (unless agreed otherwise between the parties to this Agreement) to OPSO electronically for services provided under this Agreement no later than 10 calendar days following the end of the period covered by the invoice. The OPSO may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices. At a minimum, each invoice must include the following information:

1. Name of Contractor;
2. Date of Invoice;
3. Invoice Number;
4. Description of the services completed and the individuals who performed the services.

## ARTICLE II - OPSO'S OBLIGATIONS

**A. Administration.** OPSO will:

1. Administer this Agreement through the Compliance and Accountability Bureau;
2. Provide the Contractor with documents deemed reasonably necessary for the Contractor’s performance of any work required under this Agreement;
3. Provide access to OPSO personnel to discuss the required services during normal working hours, as requested by the Contractor;
4. Provide schedules, equipment needs, work-site locations, and contact information to the RTA prior to the designated event(s), including details for designated, approved third parties whom the OPSO deem necessary to receive similar services and who shall be considered an extension of Department personnel; and
5. Provide log-in and log-out forms for the Contractor’s personnel.

### **ARTICLE III – FUNDING AND COMPENSATION**

- A. **Rate Schedule.** For services rendered, the OPSO will pay the RTA’s bus platform rate of **\$139.75 per hour.** Charges will be calculated in 30-minute increments, rounded up. This rate includes operator wages, equipment, fuel, maintenance, and administrative overhead.
- B. **Maximum Amount Payable.** The maximum sum payable under this Agreement shall not to exceed **\$225,000.00.** This amount is inclusive of all costs, including, but not limited to, those set forth under the previous Section A of this Article.
- C. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the OPSO in accordance with the terms and conditions of this Agreement.
- D. The OPSO will not consider or be obligated to pay or reimburse the Contractor any other charges or fees and the Contractor will not be entitled to any additional compensation or reimbursement, except otherwise specifically provided in the Agreement.
- E. **Payment.** Unless otherwise agreed to by the OPSO, the payment terms are NET 30 days upon the Contractor’s delivery and the OPSO’s acceptance of the services contemplated in this Agreement and/or upon the OPSO’s receipt of the properly submitted, complete, and accurate invoice via the OPSO’s supplier portal. The OPSO will make payments to the Contractor at the rate of compensation established in this Agreement based upon the Contractor’s certified invoices.

### **ARTICLE IV - DURATION AND TERMINATION**

- A. **Term.** The term of this agreement shall be for 1 year from the Effective Date.
- B. **Extension.** The Parties can opt to extend the term of this Agreement provided that both parties approve such amendment in writing.
- C. **Termination for Convenience.** Either Party may terminate this Agreement at any time during the term of the Agreement by giving the other Party written notice of the termination at least 30 calendar days before the intended date of termination.
- D. **Termination for Cause.** Either Party may terminate this Agreement immediately for cause by sending written notice to the other Party. “Cause” includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

### **ARTICLE VIII - INDEPENDENT CONTRACTOR**

- A. **Independent Contractor Status.** The Contractor is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the OPSO and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the OPSO.
- B. **Exclusion of Worker’s Compensation Coverage.** The OPSO will not be liable to the Contractor, as an independent contractor as defined in La. R.S. 23:1021(7), for any benefits or

coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Contractor will not be considered an employee of the OPSO for the purpose of Worker's Compensation coverage.

**C. Exclusion of Unemployment Compensation Coverage.** The Contractor, as an independent contractor, is being hired by the OPSO under this Agreement for hire and defined in La. R.S. 23:1472(12)(E) and neither the Contractor nor anyone employed by it will be considered an employee of the OPSO for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) the Contractor has been and will be free from any control or direction by the OPSO over the performance of the services covered by this contract; (b) the services to be performed by the Contractor are outside the normal course and scope of the OPSO's usual business; and (c) the Contractor has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

**D. Waiver of Benefits.** The Contractor, as an independent contractor, will not receive from the OPSO any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the OPSO under this Agreement.

#### **ARTICLE IX - NOTICE**

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

**1. To the OPSO:**

Colonel Silas E. Phipps, Jr.  
Director, Compliance and Accountability Bureau  
Orleans Parish Sheriff's Office  
2800 Perdido Street  
New Orleans, LA 70119

&

OPSO Attorney  
Orleans Parish Sheriff's Office  
2800 Perido Street  
New Orleans, LA 70119

**2. To the Contractor:**

RTA – Chief Executive Officer  
2817 Canal Street  
New Orleans, LA 70119

&

RTA – Chief Legal Officer  
2817 Canal Street  
New Orleans, LA 70119

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

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

#### **ARTICLE X - ADDITIONAL PROVISIONS**

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

B. **Assignment.** This Agreement is not assignable or transferable without either Party's prior written consent.

C. **Choice of Law.** This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

D. **Construction of Agreement.** Neither party will be deemed to have drafted this Agreement. 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 the Parties. No term of this Agreement shall be construed or resolved in favor of or against the OPSO or the Contractor on the basis of which party drafted the uncertain or ambiguous language. 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. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

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

F. **Jurisdiction.** Both parties consent and yield to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waive any pleas or exceptions of jurisdiction on account of their residence.

G. **Limitations of the OPSO's Obligations.** Neither Party has any obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

H. **No Third-Party Beneficiaries.** This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

I. **Non-Waiver.** The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect 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.

J. **Ownership of Records.** All work product, including records, reports, documents, and other material delivered or transmitted to RTA by the OPSO, shall remain the property of the OPSO, and shall be returned by RTA to the OPSO, at RTA's expense, at termination or expiration of this Agreement upon request by the OPSO. All work product, including records, reports, documents, or other material related to this Agreement and/or obtained or prepared by RTA in connection with performance of the services contracted for herein, shall remain the property of the RTA, and copies, upon request, shall be provided by RTA to the OPSO at RTA's expense at termination or expiration of this Agreement. Neither Party shall be restricted in any way whatsoever in the use of such material.

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

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

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

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

O. **Terms Binding.** The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

P. **Defense and Indemnity.** The OPSO hereby agrees to protect, defend, indemnify, save and hold harmless the RTA and its commissioners, officers, agents, servants and employees, including volunteers (collectively called "Indemnified Parties"), from and against any and all claims, demands, liabilities or resulting expenses (even if such claims, etc., are groundless, frivolous, false or fraudulent) arising out of injury or death to any person or the damage, loss or destruction of any property, which may occur or in any way grow out of any act or omission of the OPSO, its agents, servants or employees relating to this Agreement, and from any and all resulting costs, expenses, and attorney fees incurred by RTA, except for those claims, demands, expenses and liability arising out of the wrongful acts of the RTA. Conversely, the RTA hereby agrees to protect, defend, indemnify, save and hold harmless the OPSO and its officers, agents, third-party contractors, servants and employees, including volunteers (collectively called "OPSO"), from and against any and all claims, demands, liabilities or resulting expenses (even if such claims, etc., are groundless, frivolous, false or fraudulent) arising out of injury or death to any person or the damage, loss or

destruction of any property, which may occur or in any way grow out of any act or omission of the RTA, its agents, servants or employees relating to this Agreement, and from any and all resulting costs, expenses, and attorney fees incurred by OPSO, except for those claims, demands, expenses and liability arising out of the wrongful acts of the OPSO.

**ARTICLE XI – 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.

**ARTICLE XII - ELECTRONIC SIGNATURE AND DELIVERY**

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

**[SIGNATURES CONTAINED ON NEXT PAGE]**

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

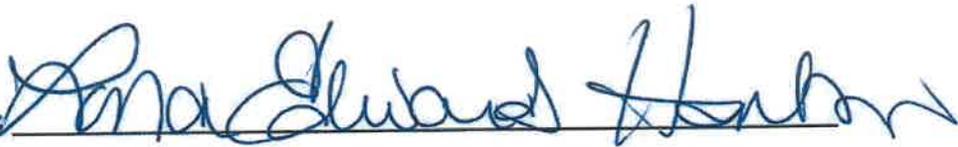
IN WITNESS WHEREOF, the OPSO and the Contractor, through their duly authorized representatives, execute this Agreement.

**ORLEANS PARISH SHERIFF'S OFFICE**

BY:   
**SUSAN HUTSON, ORLEANS PARISH SHERIFF**

Executed on this 9<sup>th</sup> day of February, 2026.

**NEW ORLEANS REGIONAL TRANSIT AUTHORITY**

BY:   
**LONA E. HANKINS, CHIEF EXECUTIVE OFFICER**