

**ETHICS AND COMPLIANCE
COMMISSION**

AND

OFFICE OF INSPECTOR GENERAL

JEFFERSON PARISH

STATE OF LOUISIANA

October 26, 2022

(SECOND) MEMORANDUM OF UNDERSTANDING

This is a Second Memorandum of Understanding by and between the Jefferson Parish Ethics and Compliance Commission and the Office of Inspector General which is made and entered into on the 26th day of October, 2022. is intended to replace the original Memorandum of Understanding first executed on the 21st of January, 2015.

PARTIES

JEFFERSON PARISH OFFICE OF INSPECTOR GENERAL (the "OIG") is a department within parish government established by Section 4.09 of the Jefferson Parish Charter and whose purpose and powers are further set forth at JPCO 2-155.10.

JEFFERSON PARISH ETHICS AND COMPLIANCE COMMISSION (the "Commission") is an administrative, advisory and quasi-judicial board established pursuant to Section 4.10 of the Jefferson Parish Charter, whose purpose and powers are further set forth at JPCO 2-533.

LEGAL MANDATE

The OIG is mandated to establish a full-time program of investigation, audit, inspections, and performance review to provide increased accountability and oversight for parish government, special districts or entities receiving funds through the parish, and to assist in improving operations by deterring and identifying fraud, waste, abuse and illegal acts.¹

The Commission is the appointing authority for the Inspector General who shall be appointed for a term of four years. This Commission is further mandated to review, interpret, and render advisory opinions on all matters that are the subject of its jurisdiction and authority. The Commission is further mandated to perform such other administrative, advisory or quasi-judicial duties as may be assigned to it by law.²

¹ JPCO 2-155.10(3).

² JPCO 2-536. JPCO 2-155.10(3).

PURPOSE

The OIG, in conjunction with the Commission, receives the proceeds of a special tax levied and approved by the parish electorate which is dedicated to providing, maintaining, administering and operating the OIG and the Commission.³ The purpose of this Memorandum of Understanding is to set-forth with greater specificity and particularity the allocation of resources by and between the OIG and the Commission as well as to address relative administrative needs.

MUTUAL CONVENANTS

The OIG and the Commission desire to cooperate with each other to ensure that each fulfills its respective mandate in an efficient and effective manner given available resources provided through dedicated revenue source. The parties, therefore, make these mutual covenants and agree to the following:

I. BUDGET

A. Budget Preparation

The Commission agrees to establish a Budget Committee at the beginning of each calendar year which Committee shall meet with the OIG no later than May 1st of each year, and as often as necessary, to review current year and following year anticipated revenue and expenses for the operations of each the Commission and the OIG.

The Budget Committee and the OIG shall prepare a joint report with recommendations to the Commission no later than June 30th of each calendar year. Any recommendations which would have a substantial fiscal impact, positively or negatively, on either entity shall be fully disclosed and reported upon in an open meeting. The report should include each entity's position regarding the fiscal impact, positive or negative, and address the potential impact, positively or negatively, upon the entity's ability to fulfill its legal mandate.

The OIG shall prepare proposed budget(s) for consideration by the Commission and the OIG at a scheduled meeting of the Commission which allocates anticipated proceeds of the special tax levied in such a manner as to ensure future operations of the Commission and OIG. Revenue and expenditures of the Commission and the OIG shall be segregated from each other through the Parish accounting system via separate account numbers and respective line items.

The OIG shall prepare and transmit to the chief operating officer all proposed expenditures of the Commission and OIG for incorporation into the Parish operating budget.⁴

³ JP Charter 4.09(D) and 4.10(F).

⁴ JPCO 2-155.10((6)).

B. Budget Amendments

Amendments to the Commission and OIG budgets shall be in accordance with JPCO 2-879.

Proposed budget amendments and justification for amendment to the operating budget of the Commission or the OIG shall be presented to the Commission for approval by resolution. Upon resolution of the Commission, the OIG will forward the proposed budget adjustment to the Parish Budget Department along with the resolution to facilitate the amendment.

Budget adjustments to line items of the Commission shall come before the Commission for approval by resolution. The OIG will process budget adjustments upon resolution of Commission, and forward to the Parish Budget Department for posting.

Budget adjustments to line items of the OIG less than \$20,000 shall be processed upon approval of OIG. Budget adjustments to line items of the OIG greater than \$20,000 shall come before the Commission for approval by resolution. Processed budget adjustments will be forward to the Parish Budget Department for posting with appropriate documentation.

II. POLICIES AND PROCEDURES

The Commission and OIG may establish personnel procedures and procurement procedures for their respective offices.⁵

The OIG has administrative policies and procedures as well as procurement policies which are adopted, approved and provided to Parish Council per legal mandate.⁶

For purposes of efficiency and consistency, the Commission agrees to comply with those policies and procedures adopted, approved and submitted to the Parish Council by the OIG except as the Commission may otherwise specifically provide, including but not limited to the performance evaluation of the inspector general.

III. PROFESSIONAL SERVICES CONTRACTS AND REQUESTS FOR PROPOSAL

Each entity shall be individually responsible for managing, supervising, and monitoring compliance with procurement processes established by law or policy for professional services contracts and requests for proposals.

The Commission and OIG agree to work cooperatively with one another and to support one another as needed to secure professional services and prepare requests for proposals.

⁵ JPCO 2-155.10(15).

⁶ See JPCO 2-1555.10(3) and (16).

IV. OFFICES

The Commission and OIG shall be located off site from the General Government Building and the Joseph S. Yenni Building. Each entity shall have sufficient and necessary equipment, office supplies, and office furnishings to meet their respective legal mandate.⁷

V. STAFFING AND SUPPORT

The OIG may conduct preliminary inquiries or investigations on behalf of the Commission on all matters brought before it.⁸

The Commission may employ necessary staff in accordance with Section 4-10 of the Jefferson Parish Charter.⁹

The Commission and OIG will provide personnel support to the other as needed or as required by law which may include but is not limited to administrative, investigative, audit, and legal support.

The OIG and the Commission agree that an Administrative Aide shall be retained by the OIG to provide administrative support to both entities:

- For duties performed on behalf of the Commission, the Administrative Aide shall be supervised and annually evaluated by the by the Commission.
- For duties performed on behalf of the OIG, the Administrative Aide shall be supervised and annually evaluated by the Inspector General.
- Salary shall be set by the Commission and the OIG through mutual agreement and benefits associated with the position shall be shared proportionately between the Commission and the OIG.
- The Administrative Aide shall be informed, and shall acknowledge in writing, an understanding that information received or maintained for either the OIG or the ECC shall be kept confidential and segregated from each other.

The OIG and the Commission agree that a Data Analyst – IT Specialist shall be retained by the OIG to provide administrative support to both entities:

- For duties performed on behalf of the Commission, the Data Analyst-IT Specialist shall be supervised and annually evaluated by the by the Commission.
- For duties performed on behalf of the OIG, the Data Analyst-IT Specialist shall be supervised and annually evaluated by the Inspector General.
- Salary shall be set by the Commission and the OIG through mutual agreement and benefits associated with the position shall be shared proportionately between the Commission and the OIG.

⁷ JPCO 2-155.10(14).

⁸ JPCO 2-155.10(7).

⁹ JPCO 2-537.

- The Data Analyst-IT Specialist shall be informed, and shall acknowledge in writing, an understanding that information received or maintained for either the OIG or the ECC shall be kept confidential and segregated from each other.

The OIG will provide to the Commission sufficient office supplies and segregated storage space within the offices of the OIG. For these purposes, “segregated” means secured from OIG staff and personnel.

VI. RECORDS RETENTION AND RECORDS REQUESTS

In the absence of a separate policy and procedure established by the Commission, the Commission and the OIG agree that all records of the Commission and the OIG will be stored, but separately maintained, at the offices of the OIG.

The Commission and the OIG agree that each entity is individually responsible for responding to requests received for records except where a request necessitates a response from both entities.

VII. ELECTRONIC COMMUNICATIONS AND STORAGE

The Commission and the OIG agree that each entity will maintain a separate domain name to be associated with a web-page and electronic mail. The Data Analyst – IT Specialist is the designated representative and manager of electronic communications and storage.

The Commission and the OIG agree that each entity will maintain electronic mail with a provider who will also provide archival services. Each individual Commissioner and each individual OIG staff member will have an electronic mail address associated with the appropriate domain name upon which to conduct all official business.

The Commission and the OIG agree that each entity will, whenever possible, store documents on a secured, remote storage location to ensure consistency and sustainability of operations.

The OIG agrees to secure domain names for the Commission (@jpecc.net) and the OIG (@jpoig.net). Subsequent control and content of the Commission’s web-site, and associated electronic mail, and the OIG web-site, and associated electronic mail, will be the sole responsibility of each entity, respectively.

VIII. CONFIDENTIALITY

The Commission is mandated by law to maintain the confidentiality of records gathered and proceedings conducted during its preliminary investigation of matters within its jurisdiction. The OIG has a companionable obligation to maintain the privilege and confidentiality of any material, records, data and information gathered in the course of an investigation, examination, audit, inspection or performance review.¹⁰

The Commission and the OIG agree to guard against any action which would compromise the confidentiality and privilege accorded by law to each entity. If the Commission or the OIG acquires information on the activities of the other in the routine course of operations, the

¹⁰ La.R.S. 33:9614.

Commission and the OIG will maintain the confidentiality of the activity to the extent that maintaining such confidentiality or privilege does not conflict with law or otherwise compromise either entity's mandated responsibilities.

IX. COMPLAINT REFERRAL

The Commission and OIG agree that complaints received by the Commission which reveal issues and/or facts evoking the authority or power of the OIG will be referred to the OIG under transmittal letter. Likewise, matters arising from investigations undertaken by the Commission which subsequently evoke the authority or power of the OIG will be referred to the OIG under transmittal letter.¹¹

The Commission and OIG also agree that complaints received by the OIG which reveal issues and/or facts evoking the jurisdiction or powers of the Commission will be referred to the Commission under transmittal letter. Likewise, matters arising from investigations undertaken by the OIG which subsequently evoke the jurisdiction or powers of the Commission will be referred to the Commission under transmittal letter.¹²

X. LEGISLATION

The Commission and the OIG agree to discuss and seek to coordinate positions on reasonably anticipated proposed legislation which may directly or indirectly affect either entity prior to any public or official statement or submission relating to the legislation, whether it be state or local, whenever reasonably possible.

The Commission and OIG agree that neither entity will stake or take a position on reasonably anticipated proposed legislation, whether it be local or state, which may directly or indirectly affect either entity without giving prior notice and reasonable opportunity for discussion.

The Commission and OIG agree to give notice to the other of any separate positions counter to that taken by the other on legislation, whether it be local or state.

XI. ANNUAL REVIEW OF THE INSPECTOR GENERAL'S PERFORMANCE AND SALARY

JPCO 2-155.10(3)(c) provides that the Commission will recommend the annual salary of the Inspector General upon appointment and approve the annual salary each year thereafter. The purpose of this section is to set forth the process and procedure by which the Inspector General's salary will be annually reviewed.

The Commission will base its consideration of the annual salary upon the following:

- a. The Inspector General's Annual Work Plan as required by JPCO 2-155.10(17);
- b. The Annual Report of the IG as required by JPCO 2-155.10(10);

¹¹ See JPCO 2-155.10, Office of Inspector General, regarding authority and power of OIG.

¹² See JPCO 2-538, Jurisdiction, powers and authority.

- c. Quality Assurance Committee annual reports, assuming such reports are issued;
- d. The most recent “peer review” by the Association of Inspectors General every three years as required by JPCO 2-155.10(16)(b); and
- e. Annual performance review by Ethics and Compliance Commission.

Annual Work Plan. The Inspector General will submit the Annual Work Plan to the Commission by September 1st of each year as required by ordinance.

Annual Report. The Inspector General will submit the Annual Report to the Commission by March 31st of each year as required by ordinance. The Annual Report will include the results of any performance measures and accomplishments. The Inspector General will appear at the first Ethics and Compliance Commission meeting subsequent to March 31st of each year, and present a summary of the Annual Report and answer questions from the Commission members.

Quality Assurance Review Committee. The Inspector General will submit to an annual Quality Assurance Review. The Inspector General shall cooperate fully with the Quality Assurance Review Committee by providing access to all completed public reports. In addition, the Inspector General shall submit to a performance review with the Commission or a committee thereof.

Peer Review. The Inspector General will submit to peer review by the Association of Inspectors General every three (3) years. The Inspector General shall provide to the Commission a copy of the request for Peer Review made to the Association of Inspectors General and a copy of the notice of peer review upon receipt. The Inspector General shall also provide to the Commission, at the appropriate time, a copy of the list of stakeholders, internal and external, provided to the Peer Review from which the Peer Review may select to interview. The list shall minimally include: (1) all members of the Ethics and Compliance Commission; (2) all Parish Councilmembers; (3) the Parish President; and (4) the Chief Operating Officer. The list should include all Department Directors and external stakeholders, such as law enforcement, who may be the subject of, related to, contributed to, collaborated on, coordinated with, or consulted on work product during the relevant time-period of review. The Inspector General shall request a written management letter as well as an opinion letter from the Peer Review and shall furnish copies to the Commission upon receipt. The inspector general shall comply with the recommendations of the peer review within ninety (90) days, provided that the recommendations and findings are accepted and approved by the Commission. Copies of the written report resulting from this peer review shall also be furnished to the parish council, and the parish president. This report shall also be made available to the public, when such process is completed.

Annual Performance Review. Prior to April 30th of each year, the Commission shall conduct an annual performance review of the Inspector General. The purpose of the performance review is to annually assess the Inspector General’s stewardship of the office based upon criteria not otherwise considered by the Quality Assurance Review Committee or a Peer Review. The performance

review is neither an abridgement nor expansion of the relative authorities and powers of the Ethics and Compliance Commission and the Inspector General. The process should not be misconstrued to impair or infringe upon the independence of the Inspector General during an appointed term. The Commission shall appoint one (1), and not more than two (2), Commissioner(s) to lead and conduct the performance review. The results of the performance review may be discussed with the Inspector General in an Executive Session and shall be written and made available to the Inspector General for comment and response. The performance review shall be maintained within the Inspector General's official personnel record. The Commission may review the Inspector General based upon regular and/or interim reports to the Commission on shared budget, recruitment, retention, infrastructure, compliance, work product, and any related areas or impairments thereto. The Commission may review the Inspector General for maintaining and complying with the Office of Inspector General's internal policies. The Commission may review the Inspector General using similar performance criteria applicable to all other JPOIG employees or develop separate criteria for the Inspector General. The Commission should utilize or develop a standard review which can be used year-over-year to ensure consistency and fairness.

XII. AMENDMENT

This document may be amended as necessary from time to time upon agreement of the entities. Any amendment to this Memorandum of Understanding is effective only if written and acknowledged by both entities. Each amendment shall become effective upon execution by both entities unless otherwise agreed.

XIII. TERMINATION AND DURATION


This Memorandum of Understanding shall become effective on the 26th day of October, 2022 and continue in perpetuity until such time as it may be terminated. This Memorandum of Understanding shall terminate in the event the electorate fails to renew the special tax levied for the support and operation of the Commission and OIG.¹³ The Commission and OIG may terminate this Memorandum of Understanding for cause based upon the failure of the other to comply with the terms and/or conditions of this document. The Commission or the OIG, as the case may be, shall give written notice to the other setting forth with particularity those terms and conditions which would support a claim of non-compliance. Upon receipt of notice, the entity shall have sixty (60) days within which to respond and/or to come into compliance with the terms and conditions of the Memorandum of Understanding. If within sixty (60) days, the entity shall not have either corrected the non-compliance or, in the case of failure which cannot be corrected, begun in good faith and thereafter proceeded with due diligence to complete such correction, then this Memorandum of Understanding shall be considered terminated.

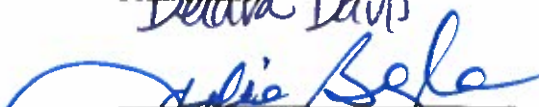
¹³ JP Charter 4.09(D) and 4.10(F).

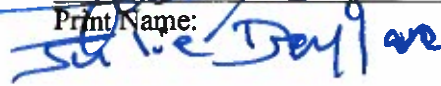
THUS DONE AND SIGNED by the Commission and OIG through their representatives
before these witnesses in Jefferson, Louisiana on the 26th day of. October, 2022.

WITNESSES:

ETHICS AND COMPLIANCE COMMISSION



Print Name: Debra Davis


Print Name: Julie Seft

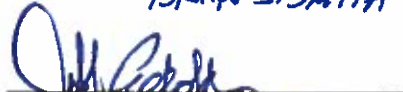

Print Name: Steve Day

BY: 
HOWARD MAESTRI, CHAIRMAN

OFFICE OF INSPECTOR GENERAL


Print Name: BRIAN S. SMITH

BY: 
KIM RAINES CHATELAIN, INSPECTOR GENERAL


Print Name: Jeff Adolph