

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE
ST. TAMMANY PARISH GOVERNMENT AND ST. TAMMANY PARISH CONSTABLES
CONCERNING LITTER ENFORCMENT VEHICLES**

This Cooperative Endeavor Agreement ("Agreement") is made and entered into on the dates 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 and further by St. Tammany Parish Home Rule Charter sections 1-04, 1-06, 3-01, and 3-09, by and among the following parties:

ST. TAMMANY PARISH GOVERNMENT, a political subdivision of the State of Louisiana and the governing authority of St. Tammany Parish, 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

Constable, Ward 4, for St. Tammany Parish, State of Louisiana, represented by Eddie Schmidt, the duly elected individual for that office, whose mailing address is 116 Meadion, Lane Mandeville, LA 70471

Constable, Ward 3, for St. Tammany Parish, State of Louisiana, represented by Rick Moore, the duly elected individual for that office, whose mailing address is 73477 Tammy Lane, Covington, LA. 70435

Constable, Ward 5, for St. Tammany Parish, State of Louisiana, represented by Todd Kraft, the duly elected individual for that office, whose mailing address is 81133 South Huckleberry Ln; Bush LA 70431

Constable, Ward 1, for St. Tammany Parish, State of Louisiana, represented by P. Wallace Gottschalk, the duly elected individual for that office, whose mailing address is 10080 Breen Road Covington; LA. 70435

Constable, Ward 8, for St. Tammany Parish, State of Louisiana, represented by Floyd Traseota, the duly elected individual for that office, whose mailing address is 64511 Citrus St. PR, LA 70470

Constable, Ward 6, for St. Tammany Parish, State of Louisiana, represented by James Howell, the duly elected individual for that office, whose mailing address is 73317 Bud Howell Rd. ; PR; LA 70452.

Constable, Ward 2, for St. Tammany Parish, State of Louisiana, represented by John Mathews, the duly elected individual for that office, whose mailing address is _____;

Constable, Ward 2, for St. Tammany Parish, State of Louisiana, represented by Gregory Galloway, the duly elected individual for that office, whose mailing address is 17455 Sam's Branch Lane
Livingston, La 70435

Constable, Ward 10, for St. Tammany Parish, State of Louisiana, represented by Matthew King, the duly elected individual for that office, whose mailing address is 23495 Silver Springs Dr
Abita Springs LA
70420

Constable, Ward 1, for St. Tammany Parish, State of Louisiana, represented by Bleke Parnegdon, the duly elected individual for that office, whose mailing address is 104 Second street
Madisonville LA 70447

Constable, Ward -2, for St. Tammany Parish, State of Louisiana, represented by John Mathias, the duly elected individual for that office, whose mailing address is 396 Ullrich Farm Folsom 70437

Constable, Ward -, for St. Tammany Parish, State of Louisiana, represented by _____, the duly elected individual for that office, whose mailing address is _____;

(hereinafter referred to individually referred to as a "Constable" and collectively as "Constables").

WHEREAS, Parish owns two (2) pickup trucks, #22-277, 2005 1/2 TON PICKUP TRUCK SC LB - Vin #1FTRF12W35NB16736; and #22-278 2005, 1/2 TON PICKUP TRUCK SC LB- Vin # 1FTRF12W55NB16737, which are marked as litter enforcement vehicles (individually a "Litter Enforcement Vehicle" and collectively the "Litter Enforcement Vehicles"); and

WHEREAS, The Parish recognizes that effective litter control and enforcement protects the public health, safety, and welfare; prevents land, water, and air pollution; prevents the spread of diseases and the creation of nuisances; conserves natural resources; and enhances the beauty and quality of the environment. Further the Parish recognizes that the duly elected Constables of this Parish form a vital link in litter control and enforcement, and that the Parish maintains resources that can benefit the Constables in their pursuit of litter control and enforcement, namely the specially designated Litter Enforcement Vehicles.

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. **PUBLIC PURPOSE.** The parties to this Agreement acknowledge and agree that the public purpose for this Agreement is to control and reduce litter and to enhance the tourist,

recreational, and economic development of the Parish. The parties have determined that (a) the usage granted pursuant to this Agreement is for a public purpose that comports with a governmental purpose that Parish may pursue; (b) the use, taken as a whole, is not gratuitous; and (c) Parish has a reasonable expectation of receiving at least equivalent value in exchange for the use.

2. OBLIGATIONS OF THE CONSTABLES

- 2.1 The Constables will be permitted to utilize the Litter Enforcement Vehicles for the purposes of writing litter citations, investigating litter violations, and enforcement of the litter ordinances of this Parish, and the litter statutes of Louisiana via enforcement through the Justice of the Peace Courts of St. Tammany Parish.
- 2.2 No person other than a Constable having signed this Agreement shall be authorized to operate a Litter Enforcement Vehicle.
- 2.3 As there are currently an insufficient number of Litter Enforcement Vehicles for every Constable to use exclusively, the monitoring and assignment of the vehicles will be governed by the Parish's Solid Waste/Litter Enforcement Officer. The Constables shall follow the schedule provided by this individual and return the Litter Enforcement Vehicle when instructed to do so.
- 2.4 The Constables shall each provide the Solid Waste/Litter Enforcement Officer with a color copy of the front and back of their current Louisiana State Drives' License, and shall update it whenever the license is renewed.
- 2.5 The Constables shall not be allowed to use the Litter Enforcement Vehicle for transportation to and from their place of employment, to transport family/friends, or for personal errands. In no event may a Litter Enforcement Vehicle leave the jurisdictional boundaries of St. Tammany Parish without the express written consent of Parish.
- 2.6 A Constable shall inform the Parish's Risk Management Office immediately of any accident involving the Litter Enforcement Vehicle which they are assigned. Constables shall also notify the Parish's Risk Management Office of any moving violations they receive while driving the Litter Enforcement Vehicle during the term of this CEA
- 2.7 Each Constable acknowledges that the use of the Litter Enforcement Vehicle may be determined by the IRS law and/or regulations as a "personal use" vehicle, and that there may be tax consequences to the Constable as a result of their take-home usage of the Litter Enforcement vehicle. The valuation of such usage shall be calculated by

Parish's Department of Finance in accordance with IRS law and/or regulations, with the taxes due being deducted from the Constable's payroll in accordance with IRS' vehicle fringe reporting requirements.

- 2.8 Each Constable has received and acknowledges that they must abide by the St. Tammany Parish Vehicle Policies, specifically Policies M-1, M-3, M-5, M-7, as well as any amendments thereto.
- 2.9 The Constables shall comply with all applicable governmental laws, rules, regulations, licensing and requirements.
- 2.10 No Constable shall not alter or install any improvements in or on the Litter Enforcement Vehicles without the express written permission of Parish.

3. OBLIGATIONS OF ST. TAMMANY PARISH

- 3.1 The Parish shall make available for the Constables' use the Litter Enforcement Vehicles. These vehicles are emblazoned with "Litter Enforcement" decals, which shall not be removed from the said Litter Enforcement Vehicles. The Parish shall provide the fuel, maintenance, repairs, and insurance for the Litter Enforcement Vehicles. Should more Litter Enforcement Vehicles become available, the Parish reserves the right to increase the number of vehicles to this CEA by amendment.
- 3.2 The Parish shall periodically monitor and review the use of the Litter Enforcement Vehicles by the individual Constables, in order to assure compliance with the terms of this CEA. The Parish reserves the right to revoke this CEA as to any individual Constable, should that Constable violate the provisions of this CEA.

4. TERMINATION AND BINDING NATURE

- 4.1 The term of this Agreement shall begin on March 18, 2015, and end on December 31, 2016. (the "Term"). This Agreement shall continuously and automatically renew for an additional one (1) year period at expiration of the then-current Term.
- 4.2 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and approved of and executed by all parties prior to the alteration, variation, modification, or waiver of any provision of this Agreement. Notwithstanding the foregoing, any additional Constable may be added to this Agreement via amendment between said Constable and Parish.

- 4.3 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.
- 4.4 Should Parish seek to terminate this Agreement for any reason prior to the expiration of the Term, Parish shall provide written notice of its intent to terminate thirty (30) days prior to the date of termination. This Agreement may be terminated as to an individual Constable, or as to the collective Constables.
- 4.5 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 exceeding revenues for that year, or for any other lawful purpose, and the effect of 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.
- 4.6 It is intended that this Agreement be binding on the Constable office, and shall be effective against any subsequent Constable, elected or appointed to that position.

5. **CONTRACTUAL VALIDITY AND MISCELLEANOUS PROVISIONS**

- 5.1 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.
- 5.2 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.
- 5.3 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.
- 5.4 Any 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.

- 5.5 The Parties acknowledge and agree 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.
- 5.6 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.
- 5.7 Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.
- 5.8 Each Party certifies that it will adhere to and follow any and all ordinances, laws and licensing requirements applicable to each Party's obligations as stated herein.
- 5.9 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement can be amended to add additional Constables, who wish to utilize the Litter Enforcement vehicles, without the necessity of executing an entire new agreement. Likewise, by amendment, Constables can be deleted from this Agreement.

6. **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.

7. **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.

8. **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 a Constable, the notice will be sent to the name and address provided in opening paragraphs of this Agreement for that individual Constable;

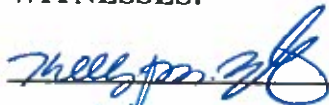
If to Parish:

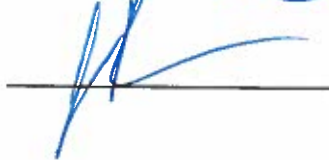
President Patricia P. Brister
St. Tammany Parish Government
P.O. Box 628
Covington, LA 70433

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, in various counterparts.

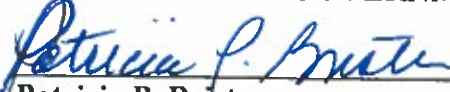
THUS DONE AND SIGNED effective as of March 18, 2015 in the presence of the undersigned witnesses.

WITNESSES:





ST. TAMMANY PARISH GOVERNMENT

BY: 

Patricia P. Brister
Parish President

THUS DONE AND SIGNED effective as of March 18, 2015 in the presence of the undersigned witnesses.

WITNESSES:

Todd Kraft

Kell Moore

WITNESSES:

Todd Kraft

[Signature]

WITNESSES:

Kell Moore

[Signature]

WITNESSES:

Kell Moore

Matthew [Signature]

WITNESSES:

Kell Moore

Matthew [Signature]

WITNESSES:

CONSTABLE, WARD 4

BY:

NAME: Eddie Schmidt

DATE: February 19, 2015

CONSTABLE, WARD 3

BY:

NAME: Kell Moore

DATE: February 19, 2015

CONSTABLE, WARD 5

BY:

NAME: Todd Kraft

DATE: Feb. 23, 2015

CONSTABLE, WARD 1

BY:

NAME: P. Wallace Gottschalk

DATE: 2/24/15

CONSTABLE, WARD 2

BY:

NAME: Gregory Galloway

DATE: 2-25-15

CONSTABLE, WARD 2

James Howell
Richard Moor

BY: John Mathis
NAME: John Mathis
DATE: Feb 25, 2015

WITNESSES:

Richard Moor
Matthew King

CONSTABLE, WARD 6

BY: James T. Howell
NAME: James T. Howell
DATE: 2-25-15

WITNESSES:

Richard Moor
James Howell

CONSTABLE, WARD 10

BY: Matthew King
NAME: Matthew King
DATE: 2-25-15

WITNESSES:

Richard Moor
Matthew King

CONSTABLE, WARD 1

BY: Blake Pennington
NAME: Blake Pennington
DATE: 2-25-15

WITNESSES:

Blake Pennington
Matthew King

CONSTABLE, WARD 8

BY: Blake Pennington
NAME: Blake Pennington
DATE: 2/25/15

WITNESSES:

CONSTABLE, WARD _____

BY: _____
NAME: _____

DATE: _____

WITNESSES:

CONSTABLE, WARD ____

BY: _____

NAME: _____

DATE: _____