

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE
ST. TAMMANY PARISH GOVERNMENT AND INDIVIDUAL JUSTICES OF THE PEACE
CONCERNING LITTER ENFORCEMENT**

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

JUSTICE OF THE PEACE, WARD 3, FOR ST. TAMMANY PARISH, STATE OF LOUISIANA, represented by Connie G. Moore, the duly elected individual for that office, whose mailing address is 73477 Tammy Lane Covington, Louisiana 70435

JUSTICE OF THE PEACE, WARD 4, FOR ST. TAMMANY PARISH, STATE OF LOUISIANA, represented by SUSAN T. LEONARD, the duly elected individual for that office, whose mailing address is 225 ST. ANN DR. MAANDVILLE, LA 70471

JUSTICE OF THE PEACE, WARD 4, FOR ST. TAMMANY PARISH, STATE OF LOUISIANA, represented by ANNE THOMPSON, the duly elected individual for that office, whose mailing address is 895 PARK AVENUE, MAANDVILLE, LA 70448

JUSTICE OF THE PEACE, WARD 7, FOR ST. TAMMANY PARISH, STATE OF LOUISIANA, represented by DEWEY SPEIS, the duly elected individual for that office, whose mailing address is 59232 PINE BAY LAKE; LACOMBE, LA 70445

JUSTICE OF THE PEACE, WARD 10, FOR ST. TAMMANY PARISH, STATE OF LOUISIANA, represented by LISA E. KING, the duly elected individual for that office, whose mailing address is 23495 SILVER SPRINGS; ARBITA SPRINGS, LA 70420

JUSTICE OF THE PEACE, WARD, FOR ST. TAMMANY PARISH, STATE OF LOUISIANA, represented by _____, the duly elected individual for that office, whose mailing address is _____;

JUSTICE OF THE PEACE, WARD, FOR ST. TAMMANY PARISH, STATE OF LOUISIANA, represented by _____, the duly elected individual for that office, whose mailing address is _____;

JUSTICE OF THE PEACE, WARD ___, FOR ST. TAMMANY PARISH, STATE OF LOUISIANA, represented by _____, the duly elected individual for that office, whose mailing address is _____;

(Hereinafter collectively referred to as "Justices.")

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 Justices of the Peace of this Parish form a vital link in litter control and enforcement, and that the Parish maintains resources that can benefit the Justices in their pursuit of litter control and enforcement, namely access to and support for court hearings addressing the enforcement of litter violations (the "Litter Court"); and

WHEREAS, the Justices desire use of Parish's "Council Chambers" at 21490 Koop Drive, Mandeville, Louisiana for Litter Court hearings, and Parish desires to allow the Justices to use the Council Chambers for Litter Court, all as more fully provided herein.

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 JUSTICES**

2.1 The Justices shall hold Litter Court at least once per month at the Council Chambers.

2.2 The Justices shall pay the fines collected for litter violations to the Parish in accordance with the applicable Parish Ordinances.

2.3 The Justices shall comply with all applicable governmental laws, rules, regulations, licensing and requirements.

2.4 The Justices shall not alter or construct any improvements to the Council Chambers without the express written permission of Parish.

3. **OBLIGATIONS OF ST. TAMMANY PARISH**

3.1 The Parish shall make the Council Chambers available to the Justices for Litter Court at least once per month, on a mutually agreed upon schedule.

3.2 The Parish shall provide one (1) employee to assist in the with Litter Court preparation, under the supervision of the Parish's Solid Waste/Litter Enforcement Officer, and to assist the Justices during the Litter Court. Such employee time shall not exceed ten (10) hours per calendar month, and shall only be between the hours of 8:00 a.m. and 4:30 p.m. on regular Parish business days.

4. **TERMINATION AND BINDING NATURE**

4.1 The term of this Agreement shall begin on February 11th, 2015, and end on December 31, 2016. (the "Term"). Thereafter, 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 Justice of the Peace of St. Tammany Parish may be added to this Agreement via amendment with said Justice of the Peace 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 any Party seek to terminate this Agreement for any reason prior to the expiration of the Term, the Party seeking to terminate shall provide written notice of its intent to terminate thirty (30) days prior to the date of termination.

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.

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 Justices, who wish to utilize this Agreement, without the necessity of executing an entire new agreement. Likewise, by amendment, individual Justices 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 Justice, the notice will be sent to the address provided in the opening paragraphs of this Agreement;

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 23rd, 2015 in the presence of the undersigned witnesses.

WITNESSES:

Anne Paesovich
Amy Laborde

ST. TAMMANY PARISH GOVERNMENT

BY: *Patricia P. Brister*
Patricia P. Brister
Parish President

THUS DONE AND SIGNED effective as of February 11th, 2015 in the presence of the undersigned witnesses.

WITNESSES:

Connie G. Moore
Susan T. Leonard

JUSTICE OF THE PEACE, WARD 3

BY: *Connie G. Moore*
NAME: *Connie G. Moore*
DATE: *February 11, 2015*

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 _____, 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 _____, 2015 in the presence of the undersigned witnesses.

WITNESSES:

JUSTICE OF THE PEACE, WARD 4

Candace Moore
Susan T. Lemond

BY:

Anne Thompson
NAME: Anne Thompson
DATE: 2.11.2015

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 _____, 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 Feb. 11, 2015 in the presence of the undersigned witnesses.

WITNESSES:

JUSTICE OF THE PEACE, WARD 4

Cecilia Moore
Ann Thoma

BY:

Susan T. Leonard
NAME: Susan T. Leonard
DATE: 2/11/15

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 2-11-15, 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 2-11-15, 2015 in the presence of the undersigned witnesses.

WITNESSES:

Candi H. Moore
Susan T. Leonard

JUSTICE OF THE PEACE, WARD 7

BY:

D. Spruiell
NAME: Dewey Spruiell
DATE: 2-11-15

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 _____, 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 11 February, 2015 in the presence of the undersigned witnesses.

WITNESSES:

JUSTICE OF THE PEACE, WARD 10

Candi A. Moore
Sumant. Leonard

BY:

Lisa C. King
NAME: LISA C KING
DATE: February 11, 2015