

COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE ST. TAMMANY PARISH GOVERNMENT AND THE TOWN OF PEARL RIVER

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, 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

The Town of Pearl River, a municipal corporation organized under the laws of the State of Louisiana, whose mailing address is P.O. Box 1270, Pearl River, LA 70452, represented by and through David McQueen, its Mayor, duly elected and authorized, as per law (hereinafter referred to as "Town"). Both of which are hereinafter referred to as the "Parties."

WHEREAS, domestic and feral animals freely cross the jurisdictional limits of various political entities, causing similar issues for all parties. The Town needs assistance in the enforcement of its animal control ordinances and/or regulations within its jurisdictional limits. The Parish, through its Department of Animal Services (STPAS), has qualified personnel who can provide this assistance.

WHEREAS, this is a proper use of the Animal Service millage, because it facilitates the residents of the Town's ability to utilize the parish animal shelter and the services it provides to all residents of the Parish.

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 for the health, safety, and welfare of the citizens of both the Town and the Parish, as well as the care and control of stray or uncontrolled animals, and the protection of animals through the enforcement of cruelty, animal fighting, and other animal related laws. The parties have determined that the expenditure of public funds, and the services provided pursuant to this Agreement are for a public purpose that comports with a governmental purpose that Parties may pursue, in that the expenditure, taken as a whole, is not gratuitous because the Parish has a reasonable expectation of receiving at least equivalent value in exchange for the services provided, which are enumerated in this Agreement.

2. OBLIGATIONS OF THE TOWN OF PEARL RIVER

- 2.1** The Town consents to St. Tammany Parish Government employees entering its jurisdictional limits to assist the Town in the enforcement of its animal control ordinances.
- 2.2** Citizens of the Town may request an Animal Control Officer to provide service at their residence or they may bring unwanted pets or stray animals to STPAS' facility at 31078 Highway 36, Lacombe, LA 70445. Live animals will be accepted at STPAS' Facility during regular business hours (8:00am to 4:30pm) Monday through Saturday (except holidays). An Animal Control Officer will not accept a call to transport dead animals, or to remove animal carcasses.
- 2.3** The Town agrees to inform STPAS when cruelty or other criminal charges are filed involving animals in STPAS' care, to comply with all applicable laws pertaining to such situations including, but not limited to, all ordinances of the Town and Louisiana statutory laws particularly La. R.S. 14:102.2 *et seq.*, and to facilitate communication among the Town, its law enforcement agencies, and STPAS.
- 2.4** In the event that STPAS incurs expenses for housing and providing veterinary care to animals being retained for cruelty or other criminal charges which occurred within the Town, those expenses shall be documented and submitted to the Town prosecutor and every effort shall be made to recover those costs from the defendant, and order payment to the Parish.
- 2.5** The Town shall pay the invoices for services submitted to it by the Parish within thirty (30) days.

3. OBLIGATIONS OF ST. TAMMANY PARISH

- 3.1** The Parish, through STPAS and its Animal Control Officers, will provide assistance to the Town's law enforcement agency in handling animal complaints during regular working hours and in emergency cases at night and on weekends and holidays.
- 3.2** Animals accepted by STPAS may be reclaimed by the true owner, adopted to a new owner or humanely euthanized. No animal will be sold for medical research. Animals that are subject to being reclaimed will be reclaimed according to the ordinances of the Parish. Any and all fees that may be due, as per Parish ordinances, shall be collected.
- 3.3** The Parish shall impound animals apprehended or seized in the Town in accordance with the applicable laws and regulations of the State of Louisiana and the Town.

- 3.4 The Parish, through STPAS and its Animal Control Officers, shall, upon request, furnish the Town's law enforcement agency with all information in its possession about impounded animals, cooperate with the Town's law enforcement agency in the enforcement of laws prohibiting cruelty to animals, and shall, through subpoena, appear and testify at court proceedings instituted by the Town for the criminal trials for the enforcement of the Town's animal control ordinances or regulations.
- 3.5 The Parish will provide the Town's law enforcement agency with a list of the names and telephone numbers of Animal Control Officers who are on-call for emergency after-hour services and shall notify them of any changes to that list.
- 3.6 The Parish will respond to requests for services within four (4) hours of the initial call from the Town and pick up any stray animals or pet for transportation to its facility.
- 3.7 The services by STPAS described above shall be provided at a flat monthly rate of eight hundred and no/100 (\$800.00) dollars, for a total annual amount of nine thousand six hundred and no/100 (\$9,600.00) dollars, to be invoiced on the first of each month.
- 3.8 STPAS will provide an annual summary of the services provided under this CEA to the Town.

4. TERMINATION AND BINDING NATURE

- 4.1 The term of this Agreement shall begin on January 1, 2016, and end on December 31, 2016. No term of renewal or extension shall be provided without the express written consent of Parish, in Parish's sole discretion.
- 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.
- 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 Town to fulfill the requirements of the Agreement. If the Town fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced 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** The Town agrees to indemnify and hold harmless the Parish and its officers, directors, employees, agents, contractors, vendors and all others, of and from and against any and all liability including, but not limited to, claims, demands, losses, suits, damages, judgments, costs and expenses whether, indirect or consequential and including, but not limited to, all fees, expenses and charges of attorneys and other professionals, as well as court costs and expenses, for any actions or inactions arising out of, in connection with,

or that may arise as a result of the STPAS performance under this CEA, whether such claims are made by way of indemnity, contribution, subrogation or otherwise.

5.10 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.

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 the Town of Pearl River:
Mayor David McQueen
P.O. Box 1270
Pearl River, LA 70452



If to the 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 April 19 ~~January 1~~, 2016, in the presence of the undersigned witnesses.

WITNESSES:

ST. TAMMANY PARISH GOVERNMENT

BY:


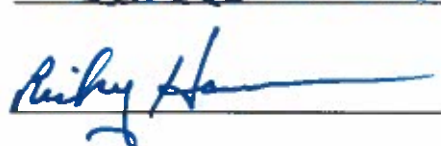

Patricia P. Brister
Parish President

Date:

4-17-16

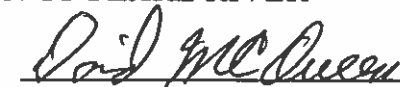
THUS DONE AND SIGNED effective as of January 1, 2016, in the presence of the undersigned witnesses.

WITNESSES:

TOWN OF PEARL RIVER

BY:


DAVID McQueen
Mayor

Date:

3-24-2016