

COOPERATIVE ENDEAVOR AGREEMENT

By and between

ST. TAMMANY PARISH GOVERNMENT

AND

RANDY SMITH, in his official capacity as

ST. TAMMANY PARISH SHERIFF

This Cooperative Endeavor Agreement (this "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, and is made and entered into on this 27th day of JAN., 2017 (the "Commencement Date"), by and between 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 (hereinafter referred to as the "Parish"),

AND

RANDY SMITH, in his official capacity as **ST. TAMMANY PARISH SHERIFF**, a political subdivision of the State of Louisiana, whose mailing address is Post Office Box 1120, Covington, Louisiana 70434 (hereinafter referred to as the "Sheriff").

WITNESSETH:

WHEREAS, the Sheriff has under his control and supervision certain persons sentenced to incarceration in the Louisiana Department of Corrections, which persons are sentenced as Louisiana Department of Corrections inmates (the "DOC Workers"); and

WHEREAS, there is mutual benefit to be gained by beautification and trash pick-up efforts in the Parish; and

WHEREAS, to supplement Parish litter abatement efforts, the Parish desires that the Sheriff provide certain resources as set forth in this Agreement, and specifically including the assigning of DOC Workers to perform the Services under this Agreement, for clean-up work in the Parish limits, on a daily basis (the "Services"); and

WHEREAS, it is the intent of both Parties hereto to each lead a litter abatement crew all as set forth herein; and

WHEREAS, by entering into this Agreement it is the intention of the Parish and the Sheriff that Sheriff be compensated by Parish for certain costs incurred by the Sheriff's Office in the provision of Services under this Agreement, including those related to the supervisor for

direction and supervision of the DOC Workers, and/or other necessary costs.

NOW THEREFORE, in consideration of the mutual benefits and covenants contained in this Agreement, the parties agree and bind themselves as follows:

ARTICLE I. SHERIFF RESPONSIBILITY

1. The Sheriff shall provide its own litter crew for clean-up work and/or litter abatement efforts within Parish limits. Said litter crew shall consist of the following individuals and/or resources:

a) One (1) group of DOC Workers selected by the Sheriff to provide the Services set forth in this Agreement. The Sheriff shall have the complete and sole discretion to select the DOC Workers in said crew. The DOC Workers shall perform the aforementioned services on a daily basis, Monday through Friday each week, and shall return to the St. Tammany Parish Department of Corrections each afternoon. The Sheriff shall provide as many DOC Workers as possible up to the maximum of ten (10), or such other number as may be agreed to by the Sheriff and the Parish. During the performance of obligations pursuant to this Agreement, the aforementioned DOC Workers shall be subject to the sole and exclusive supervision, direction and control of the Sheriff and the Supervisor assigned by him under Article I(1)(b) of this Agreement.

b) A full-time supervisor assigned by the Sheriff (the "Supervisor"), and related services required of that Supervisor, to supervise Sheriff's group of DOC Workers assigned to perform the Services to the Parish under this Agreement. A full-time Supervisor shall mean an employee of Sheriff available Monday through Friday, during reasonable hours as may be agreed upon by the Parties. At all times the Supervisor, and/or alternates selected pursuant to Article I(7) of this Agreement, shall be subject to the sole and exclusive supervision, direction and control of the Sheriff.

c) The Sheriff shall be responsible for providing one (1) van to the aforementioned Supervisor and DOC Workers while they are performing Services under this Agreement, wherever they are located.

d) The Sheriff shall be responsible for providing one (1) trailer to the aforementioned Supervisor and DOC Workers while they are performing Services under this Agreement, wherever they are located.

e) The Sheriff shall be responsible for providing one (1) portable toilet to the aforementioned Supervisor and DOC Workers while they are performing Services under this Agreement, wherever they are located.

2. The Sheriff shall, at its own cost, provide a sufficient lunch to all crew members participating in the provision of services under this Agreement, whether for Parish or Sheriff.

3. To avoid duplication of efforts under this Agreement, the Sheriff shall coordinate with Parish in designating the locations where all Services will be performed. The DOC Workers assigned under this section shall be subject to the sole and exclusive supervision, direction and control of the Sheriff through the Supervisor assigned by him to supervise the DOC Workers.

4. The parties agree on the design and content of the logo(s) and lettering on the transportation vans provided by Sheriff and Parish in accordance with Article I(1)(c) and Article II(1)(c), as follows:

a) The transportation van provided in Article I(1)(c) shall contain the official logo/seal of the St. Tammany Parish Sheriff's Office, as adopted by pertinent rule or regulation; and

b) The transportation van provided in Article II(1)(c) shall contain the official logo of St. Tammany Parish Government, as provided in St. Tammany Parish Council Ordinance Council Series No. 14-3179, as adopted on August 7, 2014.

c) The Sheriff's Office will be responsible for obtaining and installing the agreed upon logos(s) and lettering on said vans. In addition, the Sheriff's Office shall install its police lighting/light-bars on said vans for use by Sheriff's Supervisor and Parish under this Agreement.

5. The Supervisor assigned by the Sheriff to supervise the DOC Workers pursuant to Article I of this Agreement shall be responsible for driving said DOC Workers to and from the Jail and the location within the Parish where the Services will be performed using the van referenced in Article I(1)(c) of this Agreement. The van shall be used primarily for the purposes set forth in this Agreement.

6. No DOC Worker who has been convicted of a crime defined under LSA-R.S. 14:2 (13) (crime of violence) or with a conviction pursuant to LSA-R.S. 14:41-43:5; 14:76-78.1; 14:80-86; 14:89-89.1 and 14:91-93.2.1 or any other sex crime or crime against minors shall be selected by the Sheriff to perform services under this Agreement, whether for Sheriff and/or Parish.

7. The Sheriff will provide alternates for the Supervisor primarily dedicated to perform Services under this Agreement and, in his or her absence, the Sheriff will also provide a list to the Parish identifying the alternates.

8. Sheriff will maintain a mileage log to be provided to the Parish on a quarterly basis in the format supplied by the Parish. This log will be maintained in a manner intended to satisfy the Internal Revenue Service regulations and requirements regarding mileage.

9. The Sheriff shall perform the Services under this Agreement as an independent contractor, and, except as provided in Article II(3) of this Agreement, shall be solely responsible for all costs and expenses related to the employment of individuals to perform and supervise the Services. Such costs and expenses shall include, but are not limited to, unemployment taxes, state and federal income tax withholdings, insurance benefits and all other benefits.

10. To the extent permitted by law, the Sheriff shall indemnify, defend, and hold harmless Parish, its officers, agents, and employees from any and all claims, actions, liability or costs, including attorney fees and other costs of defense, arising out of or in any way related to this Agreement, and arising from the sole negligence of Sheriff, the DOC Workers in his custody pursuant to Article I(1)(a) of this Agreement, and his agents, employees and officers.

11. The van which the Sheriff shall provide or purchase pursuant to Article I(1)(c) of this Agreement shall be able to transport the DOC Workers to and from Jail and the location where the Parish designates the Services are to be performed, and also any other transportation equipment, including but not necessarily limited to a trailer as set forth in this Agreement, the Sheriff deems is required for the DOC Workers while the DOC Workers are performing Services under this Agreement. The van shall be in the possession and control of Sheriff, and shall be titled in the name of the Sheriff.

12. Except as provided in Article II(3) of this Agreement, the Sheriff shall be responsible for all expenses in purchasing, operating and maintaining its van, trailer and portable toilet, including but not limited to insurance, gasoline, oil, tires, etc. Automobile liability insurance shall be provided for said van (only) in an amount equal to that provided to the Sheriff's other owned vehicles under the Sheriff's liability policy, or in the amount of Five Hundred Thousand Dollars (\$500,000.00), whichever is greater.

13. As related to Parish's funding obligations pursuant to Article II(3) of this Agreement, Sheriff shall provide to Parish, during the Term of this Agreement, sufficient documentation justifying pertinent expenses incurred by Sheriff in performance of Sheriff's obligations under this Agreement. Such documentation may include, but not be limited to statements, invoices, timesheets and/or other pertinent documents requested by Parish's Department of Finance. It is agreed and acknowledged that Sheriff's responsibility pursuant to this section shall be limited (only) to such documentation justifying expenses it has incurred pursuant to this Agreement for which Parish is obligated to fund pursuant to Article II(3) thereof, and no other and/or additional expenses.

ARTICLE II. PARISH RESPONSIBILITY

1. Parish, with the assistance of Sheriff as provided in this agreement, shall provide its own litter crew for clean-up work and/or litter abatement efforts within Parish limits. Said litter crew shall consist of the following individuals and/or resources:

- a) One (1) group of DOC Workers selected by the Sheriff to provide the Services set forth in this Agreement. The Sheriff shall have the complete and sole discretion to select the DOC Workers in said crew. The DOC Workers shall perform the aforementioned services on a daily basis, Monday through Friday each week, and shall return to the St. Tammany Parish Department of Corrections each afternoon. The Sheriff shall provide as many DOC Workers as possible up to the maximum of ten (10), or such other number as may be agreed to by the Sheriff and the Parish. During the performance of obligations pursuant to this Agreement, the DOC Workers shall be subject to the sole and exclusive supervision, direction and

control of the Parish employee assigned by Parish under Article II(1)(b) of this Agreement.

b) A full-time Parish employee assigned by Parish, and related services required of that employee, to supervise Parish's group of DOC Workers assigned to perform Services to the Parish under this Agreement. At all times said Parish employee shall be subject to the sole and exclusive supervision, direction and control of the Parish. Notwithstanding the foregoing, it is agreed and acknowledged that said employee, alternate(s) selected pursuant to Article II(6) of this Agreement, and/or any individual(s) subsequently retained by Parish to serve in said capacity, shall comply with such reasonable training requirements mutually agreed upon by the Parties as necessary to perform the services set forth in this section.

c) The Parish shall be responsible for providing one (1) van to the aforementioned Parish employee and DOC Workers while they are performing Services under this Agreement, wherever they are located.

d) The Parish shall be responsible for providing one (1) trailer to the aforementioned Parish employee and DOC Workers while they are performing Services under this Agreement, wherever they are located.

e) The Parish shall be responsible for providing one (1) portable toilet to the aforementioned Parish employee and DOC Workers while they are performing Services under this Agreement, wherever they are located.

2. To avoid duplication of efforts under this Agreement, the Parish shall coordinate with Sheriff in designating the locations where all Services will be performed. While performing Services pursuant to this Agreement, the DOC Workers assigned under this section shall be subject to the sole and exclusive supervision, direction and control of the Parish through the employee assigned by Parish to supervise the DOC Workers.

3. In consideration of the obligations undertaken by the Sheriff's Office pursuant to this Agreement, the Parish will be responsible for funding of the costs of the salary of the Supervisor to be provided by Sheriff pursuant to Article I(1)(b) of this Agreement in the amount of fifty-thousand (\$50,000.00) dollars per annum, which amount shall be inclusive of all wages, benefits, uniforms, expenses in purchasing, operating and maintaining Sheriff's van, trailer and portable toilet pursuant to Article I(12) of this Agreement, and/or other costs as related to the obligations undertaken by said Supervisor herein. Upon execution of this Agreement, and unless otherwise agreed by the Parties, funding by Parish of said costs pursuant to this section shall be made in two (2) lump sum payments to Sheriff, as follows:

a) One (1) payment in the amount of twenty-five thousand (\$25,000.00) dollars due within thirty (30) days of full execution of this Agreement; and

b) One (1) payment in the amount of twenty-five thousand (\$25,000.00) dollars on or before December 31, 2017.

It is agreed and acknowledged that Parish's funding pursuant to this Article is commensurate with the value of the obligations undertaken by the Sheriff's Office pursuant to this Agreement. It is further agreed and acknowledged that Parish's funding obligation pursuant to this Article shall in no event exceed fifty-thousand (\$50,000.00) dollars per annum.

4. Nothing herein shall be deemed to render the aforementioned Supervisor as an employee of the Parish, it being the intent of the parties that at all times herein the Supervisor is and shall remain an employee of the Sheriff. In addition, nothing herein shall be deemed to render the Parish employee as an employee of the Sheriff, it being the intent of the parties that at all times herein said individual is and shall remain an employee of the Parish.

5. The Parish employee assigned by Parish to supervise the DOC Workers pursuant to Article II of this Agreement shall be responsible for driving said DOC Workers to and from the Jail and the location within the Parish where the Services will be performed using the van referenced in Article II(1)(c) of this Agreement. The van shall be used primarily for the purposes set forth in this Agreement.

6. The Parish will provide alternates for the employee primarily dedicated to perform Services under this Agreement and, in his or her absence, the Parish will also provide a list to the Sheriff identifying the alternates.

7. The van which the Parish shall provide or purchase pursuant to Article II(1)(c) of this Agreement shall be able to transport the DOC Workers to and from Jail and the location where the Parish designates the Services are to be performed, and also any other transportation equipment, including but not necessarily limited to a trailer as set forth in this Agreement, the Parish deems is required for the DOC Workers while the DOC Workers are performing Services under this Agreement. The van shall be in the possession and control of Parish, and the van shall be titled in the name of the Parish.

8. The Parish shall be responsible for all expenses in purchasing, operating and maintaining its van, trailer and portable toilet, including but not limited to insurance, gasoline, oil, tires, etc. Automobile liability insurance shall be provided for said van (only) in an amount equal to that provided to the Parish's other owned vehicles under the Parish's liability policy, or in the amount of Five Hundred Thousand Dollars (\$500,000.00), whichever is greater.

9. To the extent permitted by law, Parish shall indemnify, defend, and hold harmless the Sheriff, and its officers, agents, and employees from any and all claims, actions, liability or costs, including attorney fees and other costs of defense, arising out of or in any way related to this Agreement, and arising from the sole negligence of Parish, its agents, employees and officers.

ARTICLE III. INSURANCE

1. The Parish will name the Sheriff as an additional insured on any policy of insurance required for coverage of the performance of the Services under this Agreement. The Parish shall also maintain a policy of insurance which shall indemnify the Sheriff for all losses which may arise out of the execution or operation or performance of Services under this Agreement.

2. The Sheriff will name the Parish as an additional insured on any policy of insurance required for coverage of the performance of the Services under this Agreement. The Sheriff shall also maintain a policy of insurance which shall indemnify the Parish for all losses which may arise out of the execution or operation or performance of Services under this Agreement.

3. Except as expressly provided under this Agreement, each party shall obtain insurance or self-insurance in coverage amounts adequate for that party's potential legal risk assumed under this Agreement.

ARTICLE IV. MISCELLANEOUS

1. This Agreement may be canceled by either party upon thirty (30) days prior written notice to the other party.

2. The Sheriff may immediately suspend performance of this Agreement during any situation requiring additional police manpower. The Sheriff will give prompt notice of this situation to the Parish and shall resume performance of this Agreement immediately upon the termination or cessation of the situation. It is agreed and acknowledged that, in the event of a suspension of performance lasting a period of time equal to or greater than two (2) weeks, Parish will receive a pro-rated reduction of that payment set forth in Article II(3) within sixty (60) days of the termination or cessation of such a situation.

3. 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, telecopy 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.

St. Tammany Parish Government
Patricia P. Brister, President
P.O. Box 628
Covington, LA 70434

Randy Smith
St. Tammany Parish Sheriff
P.O. Box 1120
Covington, LA 70434

With a copy to:

Kelly M. Rabalais
Executive Counsel,
St. Tammany Parish Government
P.O. Box 628
Covington, LA 70434

Chadwick W. Collings
Milling Benson Woodward L.L.P.
68031 Capital Trace Row
Mandeville, Louisiana 70471

Notice(s) given as provided above shall be deemed given (i) upon delivery, if hand-delivered, (ii) upon the date shown on the return receipt, if sent by registered or certified mail, (iii) upon the date of delivery on a business day between 8:30 am and 4:30 pm local time at the designated address, then on the date of such attempted, but unsuccessful delivery. The address to which notice(s) are to be given to either party may be changed from time to time by a party by providing written notice to the other party of the new address.

4. 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. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.

11. Each party shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, the Louisiana Code of Government Ethics (LSA R.S. 42:1101, et seq.) and the quasi-public agency audit and reporting requirements by the Louisiana Legislative Auditor (LSA R.S. 24:513A.(1)(b)(iv)) in carrying out the provisions of this

Agreement.

ARTICLE V. APPROPRIATIONS OF FUNDS

This Agreement shall be for a one (1) term, with said term beginning on the date of full execution of said agreement by all parties hereto and ending one (1) year thereafter. Thereafter, said Agreement shall automatically renew for additional one (1) year periods, unless any party provides written notice of termination in advance of the then-current term as set forth in Article IV(1) of this Agreement. However provided that the continuation of this Agreement is contingent upon the appropriation of funds by the Parish, and if such appropriation fails and/or is reduced by the veto of the Parish's 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 this Agreement, then this Agreement shall terminate, after written notice to the Sheriff, on the date of the beginning of the first fiscal year for which funds are not appropriated.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in multiple originals by their duly authorized officer each in the presence of the undersigned two competent witnesses in the Parish of St. Tammany, State of Louisiana, on the date provided below.

(Signature Page to Follow.)

WITNESSES:

ST. TAMMANY PARISH GOVERNMENT

Anne Presoid

BY: Patricia P. Brister
PATRICIA P. BRISTER, Parish President

Erin Layton

DATE: 1-31-17

WITNESSES:

ST. TAMMANY PARISH SHERIFF

Cherie Ann

BY: Randy Smith
RANDY SMITH, Sheriff

Rebecca Loh

DATE: 01/27/2017