

Cooperative Endeavor Agreement

BE IT KNOWN, that on the dates herein after mentioned, before the undersigned authorities, and in the presence of the undersigned legal and competent witnesses, personally came and appeared:

LINCOLN APRISH POLICE JURY (TIN: 72-6000673), a political subdivision of the State of Louisiana, domiciled in Lincoln Parish, Louisiana, appearing herein by and through its duly authorized President Richard I. Durrett (hereinafter sometimes referred to as "POLICE JURY")

and

4 PAWS RESCUE INC. (TIN: _____), a Louisiana Corporation, domiciled in Lincoln Parish, Louisiana, appearing herein by and through its duly authorized President, Sue Martin (hereinafter sometimes referred to as "4 PAWS")

who after being duly sworn did depose and state that:

WHEREAS, LSA-R.S. 3:2771 provides that "no person shall suffer or permit any dog in his possession, or kept by him about his premises, to run at large on any unenclosed land, or trespass upon any enclosed or unenclosed lands of another."

WHEREAS, LSA-R.S. 3:3774 also provides that "each parish shall provide suitable shelters or facilities for dogs seized under the provisions of this Part."

WHEREAS, although the State of Louisiana has mandated that each parish provide suitable shelters or facilities for dogs seized for running at large, it has failed to provide adequate funding to each parish to accomplish said mandate.

WHEREAS, parishes are authorized to contract with third parties for providing shelters or facilities for dogs seized for running at large, and

WHEREAS, Article VI, Section 20 and Article VII, Section 14 of the Constitution of the United State of Louisiana provides that “for a public purpose, the state and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individual;” and

THEREFORE, in accordance with the provisions of Article VI, Section 20 and VII, Section 14 of the Louisiana Constitution and LSA-R.S. 33:1321 et seq. (Local Services Law) the parties enter into the Cooperative Endeavor Agreement, the terms and conditions of which are more fully set forth hereinafter.

TERM

The term of this Cooperative Endeavor Agreement shall be for a period of one (1) year, beginning January 1, 2021 and ending December 31, 2021.

CONSIDERATION

For and in consideration of the services to be provided by 4 PAWS, POLICE JURY agrees to pay the sum of Two Thousand (\$2,000.00) per calendar month to 4 PAWS. POLICE JURY farther represents and acknowledges that the value to the citizens of Lincoln Parish of having 4 PAWS provide animal shelter services is commensurate with the value provided.

OBLIGATIONS OF 4 PAWS

4 PAWS shall be responsible for providing a shelter for dogs and cats seized for running at large in Lincoln Parish and to maintain and operate said shelter.

INDEMNIFICATION AND HOLD HARMLESS

4 PAWS agrees to indemnify and hold POLICE JURY harmless from any and all liability of whatever nature and kind arising out of or in any way connected with the use of the property by 4 PAWS or of the general public utilizing the animal shelter contemplated herein, except for such liability resulting from the negligence of POLICE JURY, its agents or employees.

ASSIGNMENT OR TRANSFER OF RIGHTS

4 PAWS shall have no right to assign or in any way transfer its rights under this agreement without obtaining written permission to do so from POLICE JURY.

NOTICES

Any and all notice required by this Agreement shall be in writing as follows:

TO: President
Lincoln Parish Police Jury
PO Box 979
Ruston, LA 71273-0979

TO: President
4 PAWS Animal Rescue
PO Box 101
Ruston, LA 71273-0101

MISCELLANEOUS

If any provision of this agreement or the application thereof to an person or circumstance shall, to any extent, be determined to be invalid and unenforceable, the remainder of this agreement and the application of its provisions as to persons and circumstances other than

those as to which it has been determined to be invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and shall be enforced to the fullest extent permitted by law.

The article and paragraph captions in this agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this agreement or any part thereof, or in any way affect this agreement and shall not be considered in any construction thereof.

THUS DONE AND SIGNED at Ruston, Lincoln Parish, Louisiana, on this _____ day of _____
_____ 2021.

WITNESSES:

LINCOLN PARISH POLICE JURY

By: _____
Police Jury President

THUS DONE AND SIGNED at Ruston, Lincoln Parish, Louisiana, on this _____ day of _____
_____ 2021.

WITNESSES:

LINCOLN PARISH POLICE JURY

By: _____
SUE MARTIN, PRESIDENT