

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF CADDO

**COOPERATIVE ENDEAVOR AGREEMENT
SCHOOL ZONE SPEED ENFORCEMENT CAMERA REVENUE**

This Cooperative Endeavor Agreement ("AGREEMENT") is made and entered into as of this ____ day of _____, 2024, by and between the **Caddo Parish School Board ("BOARD") and the City of Shreveport ("CITY")**, both duly-constituted political subdivisions of the State of Louisiana, and as duly authorized by their respective governing authorities.

1. RECITALS

Section 1. Authority. The Constitution of the State of Louisiana, Article VII, Section 14 (C), provides that "(f)or a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other".

Section 2. Relevant State Legislation. Act 103 of the 2024 Louisiana Legislature requires that before the CITY may issue any future citations as a result of camera enforcement in school zones, there must be "a cooperative endeavor agreement executed by the municipality and each governing authority of the schools located within the municipality's boundaries... in place prior to implementation of automated speed devices and mobile speed cameras." It further provides that "revenue generated as a result of electronic devices in school zones shall be divided between the governing authority of the school where the traffic citation was issued and the municipality, after the governing authority pays the contractor or vendor for the costs of providing the electronic enforcement devices and related services".

Section 3. Agreement Among Parties. Both parties hereto agree that such an agreement is desirable, since effective enforcement of speed limits within school zones is a desirable public goal. They further agree that the City and the Board shall maintain the current method of dividing the proceeds, with the Board receiving twenty per cent (20%) of the net proceeds from the citations and the funds being used for an Early Childhood Education Program deemed beneficial by the Board. These funds are to be appropriated on an annual basis within the City's Public Safety Fund, as provided in Section 90-524 of the City's Code of Ordinances.

Section 4. Payment. Payments by the City to the Board shall be made at least annually, based on the amount budgeted in the City's Public Safety Fund. Since this budgeted amount is based on the estimated amount to be received during a calendar year, any adjustments necessary because of an excess of revenues over the budgeted amount or a decrease of revenues below the budgeted amount shall be made in the subsequent budget year in a manner acceptable to the chief financial officer of the Board and the City's Director of Finance.

Section 5. Default. A default by either party in the performance of any material covenant, agreement, obligation or condition herein shall entitle the non-defaulting party, at its option, to terminate this Agreement, after such party shall have given written notice to the defaulting party of such intention to terminate, setting forth the grounds therefore, and the defaulting party does not remedy the default within thirty (30) days of receipt of written notice of the default. Should the non-defaulting party incur any expenses or costs, including without limitation, court costs and reasonable attorney's fees, associated with litigation with respect to the default.

Section 6. Termination. This Agreement may be terminated for the following reasons: As the result of an uncured default by either party or as the result of the City's cessation of the school zone camera enforcement program, either of its own volition or because an act of the State or Federal government has rendered it unlawful or impractical to continue said program.

Section 7. Notices and Manner of Giving Notice. Any notice or communication required hereunder shall be in writing and may be given by U. S. Mail to the person and address shown below or by electronic mail to said person.

TO THE BOARD:

**Caddo Parish School Board
Attn: Superintendent
1961 Midway Avenue
Shreveport, LA 71108**

TO THE CITY:

**City of Shreveport
Attention: Mayor
505 Travis Street, Suite 200
Shreveport, LA 71101**

Any other addresses or individuals, as either party may designate from time to time, shall be in writing to the other party.

Section 8. Successors Bound. The covenant, terms provisions and conditions of this Agreement shall be binding upon and inure to the benefits of both parties and their respective successors and assigns.

Section 9. Interpretation. The parties hereto agree that each party and its attorneys have reviewed this Agreement and that the normal rule of construction, to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement. The words "hereof," "herein," "hereunder," and other words of similar import refer to this Agreement as a whole. All exhibits and schedules as attached to or to be attached hereto and all other agreements referred to herein, are incorporated by reference into this Agreement, as fully as if copied herein verbatim. The word "party" or "parties" means CITY and BOARD.

Section 10. Construction and Interpretation. This Agreement is made and shall be construed and interpreted in accordance with the laws of the State of Louisiana.

Section 11. Venue. For purposes of any litigation arising under or occurring as a result of this Agreement or involving interpretation of this Agreement for declaration of either party's rights or obligations hereunder, the parties hereby agree and stipulate that the venue for any such action(s) shall be in the First Judicial District Court in and for Caddo Parish, Louisiana, or in the event that federal jurisdiction is available, the Shreveport Division of the United States District Court for the Western District of Louisiana.

Section 12. Notices of Lawsuit. Each party shall each provide prompt notice in writing to the other party in the event of any lawsuit, claim or proceeding relative to this Agreement and permit the other party to defend same and will give all needed information, assistance and authority to enable the other party to do so. Each party shall immediately furnish to the other party copies of all pertinent papers received by the party related to such lawsuit, claim or other proceeding.

Section 13. Changes/Amendments. All AGREEMENT changes or amendments shall be made in writing and signed by all parties. Verbal agreements are not enforceable.

Section 14. Indemnity. Board agrees to indemnify, release, defend and hold CITY, and all of its members, officers, agents and employees, harmless of and from any and all liability, claims, demands, suits or cause(s) of action which may arise out of or result from, or in connection with this Agreement or from any acts or omissions related to the Board's public service or program.

Section 15. Financial Records. Board shall maintain all financial records pertaining to all matters relating to this Agreement in a comprehensive basis of accounting.

Section 16. Maintenance of Records. Board shall retain all of its records and supporting documentation applicable to this Agreement with CITY for a period of three (3) years, excerpt as follows:

1. Records that are subject to audit findings shall be retained for three (3) years after such findings have been resolved.
2. All such records and supporting documentation shall be made readily available, upon request, for inspection or audit by representatives of CITY. In the event Board goes out of existence, it shall turn over to CITY all of its records relating to this Agreement to be retained by CITY for the required period of time.
3. Any requirements of confidentiality contained in the AGREEMENT are subject to Public Records Law (La. R.S. 44.1.1 et seq.) of the State of Louisiana.

Section 17. Independent Contractor. Board herein expressly agrees and acknowledges that it is an independent contractor as defined in the Revised Statutes of the State of Louisiana. As such, it is expressly acknowledged, agreed and understood between the parties hereto, that in entering into this Agreement, CITY shall not be liable to Board for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana, and further, under the provisions of LSA-R.S. 23:1034, anyone employed by Board shall not be considered an employee of CITY for purposes of Workers' Compensation coverage.

Board also expressly agrees and agrees and acknowledges that it is an independent contractor. As such, it is expressly declared and understood between the parties hereto that Board has been and will be free from any control or direction by CITY over the performance of the services covered by this Agreement and that the services to be rendered by Board pursuant to the terms of this Agreement are outside the normal scope of CITY'S usual business. Consequently, neither Board nor anyone employed by Board shall be considered an employee of CITY for the purposes of unemployment compensation coverage, the same being expressly waived and excluded by the parties hereto.

It is hereby understood and specifically agreed that Board shall be deemed under this Agreement in all respects, and independent contractor and shall in no event be deemed an employee, agent or servant of CITY.

Section 18. Political Activity Prohibited. None of the funds provided to BOARD pursuant to this Agreement shall be used for any partisan political activity, including support or opposition to any candidate for elective office or any proposition on any ballot.

Section 19. Each party agrees to permit the other or their designated representative to inspect and/or audit its records and books relative to this Agreement at any time

during normal business hours and under reasonable circumstances and to copy therefrom any information that the party desires relevant to this Agreement. Each party shall provide written notice to the other prior to the execution of this provision. If either party or its records and books are not located within Caddo or Bossier Parish, in the event of an audit, that party agrees to deliver the records or have the records delivered to the other's designated representative at an address designated by such party within the City of Shreveport. If either party's designated representative finds that the records delivered by the other party are incomplete, such party agrees to pay the other party's representative's cost to travel to audit or retrieve the complete records.

Section 20. Neither party shall assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the other party.

Section 21. None of the funds provided directly or indirectly by CITY to Board under the terms of this Agreement shall be used by Board for any partisan political activity, or to further the election or defeat of any candidate for public office.

Section 22. Nothing herein above or elsewhere in this Agreement shall in any manner make the Board an employee of the CITY or the CITY an employee of Board and shall not create a partnership or joint venture between CITY and Board.

Section 23. This Agreement shall be reasonably construed and substantial compliance with its terms, conditions and obligations are hereby intended, unless the context or a literal compliance requires otherwise. Whenever approval or consent is herein required by either party, the same shall not be unreasonable or arbitrarily withheld.

Section 24. Captions and Headings. The captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction, or meaning of any provision of this Agreement or the scope or intent thereof, nor in any way effect this Agreement.

Section 25. Severability. If any provision or item of this Agreement is held invalid, such invalidity shall not affect other provisions or items of this Agreement which can be given effect without the invalid provisions and to this end the agreement is hereby declared severable.

Section 26. Execution of Counterparts. This Agreement may be simultaneously executed in one or more counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 27. Entire Agreement. This Agreement contains all of the agreements between the parties and supersedes all other agreements and understanding, oral or otherwise, with respect to the matters contained herein and may not be modified in any manner other than by agreement in writing signed by both parties hereto or their successors in interest.

THUS DONE AND PASSED, in Shreveport, Caddo Parish, Louisiana on this _____ day of _____, 2024 in the presence of the below named competent witnesses and Notary, after reading of the whole.

WITNESSES:

CADDO PARISH SCHOOL BOARD

1) _____

BY:

, SUPERINTENDENT

Print: _____

Date: _____

2) _____

Print: _____

WITNESSES:

CITY OF SHREVEPORT

1) _____

BY:

TOM ARCENEUX, MAYOR

Print: _____

2) _____

Date: _____

Print: _____