ST. JOHN
THE BAPTIST PARISH

1801 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569

COOPERATIVE ENDEAVOR AGREEMENT BETWEEN ST. JOHN THE BAPTIST PARISH SHERIFF'S OFFICE AND ST. JOHN THE BAPTIST PARISH

BE IT MADE EFFECTIVE on the 30 th day of June 2016, this Cooperative Endeavor Agreement ("Agreement" and "CEA"), between the St. John the Baptist Parish Sheriff's Office (the "Sheriff"), herein represented by Sheriff Michael Tregre, and St. John the Baptist Parish (the "Parish"), herein represented by Parish President Natalie Robottom, seek to contractually bind the political subdivisions, in the particular manners below, in efforts to accomplish the stated public purpose(s).

WITNESSETH

WHEREAS, Article VI, Section 44(2) of the Louisiana Constitution of 1974, as amended, (the "**Constitution**") defines *political subdivision* as "a parish, municipality, and any other unit of local government, including a school board or special district, authorized by law to perform governmental functions"; and

WHEREAS, Article VII, Section 14(C) of the Constitution, as amended, provides that for a public purpose, "political subdivisions may engage in cooperative endeavors with each other"; and

WHEREAS, the Parish is a political subdivision of the State of Louisiana that is organized and existing pursuant to Title 13 of the Louisiana Revised Statutes; and

WHEREAS, the Sheriff is a political subdivision of the State of Louisiana that is organized and existing pursuant to Title 13 of the Louisiana Revised Statutes; and

WHEREAS, pursuant to Article VI, Section 5 of the Constitution, the Parish operates under the provisions of the St. John the Baptist Parish Home Rule Charter ("Charter"); and

WHEREAS, pursuant to Article III, Section A(1)(a) of the Charter, the governing authority of the Parish is the St. John the Baptist Parish Council ("Council"); and

WHEREAS, pursuant to Article VI, Section A(7)(c) of the Charter, the Council may authorize the Parish to enter into contracts with other governmental entities; and

WHEREAS, pursuant to Article III, Section B(3)(a) of the Charter, the Parish President ("President") is responsible for the faithful execution of all acts of the Council; and

WHEREAS, the Parish recognizes the need to increase public safety and security in its public parks through the use of motion activated video surveillance; and

WHEREAS, the Sheriff currently uses the Milestone Video Recording System in its normal operations to provide safety and security to the citizens of St. John the Baptist Parish; and

WHEREAS, the Parish desires to install video surveillance cameras in its public parks to increase safety and security; and

WHEREAS, the Sheriff desires to allow the Parish to backhaul its video surveillance cameras to the Milestone Video Recording System; and

WHEREAS, the Parish desires to pay the Sheriff a per camera license fee and annual support fee for the cameras it backhauls to the Milestone Video Recording System; and

WHEREAS, the Sheriff desires to make continuous live views and motion-activated recordings from the Parish's park cameras available to detectives, the 9-1-1 dispatch center, and the Parish President and/or designee.

NOW THEREFORE, in consideration of the desires and responsibilities of the parties herein, the mutual benefits conferred and other good and valuable consideration, the Sheriff and the Parish hereby agree and covenant with each other to establish, by virtue of this CEA, a contractual relationship for proper installation, maintenance and monitoring of the video surveillance cameras installed in the Parish's public parks, which shall be governed by the conditions and terms as follows:

DEFINITIONS

Equipment: Devices and tools for setup and deployment. (cameras, backhaul radios, modems, network cables, weather proof housings, poles, mounts, electrical connections, etc.)

Backhaul: Method of connection back to the recording server. (wireless radios, cellular connection, cable connections, etc.)

Deployment: On-site installation, setup, and configuration of cameras.

Maintenance: Inspection, repair, and replacement of faulty equipment.

Motion-activated recording: Recording activated by motion, resulting in event recording rather than continuous recording.

Covenants and Representations of the Sheriff. To ensure the Parish undertakes this CEA, the Sheriff agrees, covenants and represents as follows:

1) To provide motion-activated video recording of the Parish's cameras placed in the Parish's Parks by the Parish, and recorded by means of the Sheriff's existing Milestone Video Recording System, which recorded images are available for a maximum period of 30 days; and
2) To make continuous live views and motion-activated recordings from the Parish's cameras installed in its public parks available to detectives, the 9-1-1 dispatch center, and the Parish President and/or designee, which live views and recordings are accessible 24 hours per day, but may not be continuously reviewed by anyone; and
3) To secure the requisite license for each of the Parish's cameras that are connected to the Milestone Video Recording System;

4) To provide the Parish President or designee with remote access login information to view live and recorded video from the Parish's cameras located in its public parks

Covenants and Representations of the Parish. To ensure the Sheriff undertakes this CEA, the Parish agrees, covenants and represents as follows:

1) To pay the Sheriff a one-time licensing fee (currently $296.10) for each camera that is backhauled to the Milestone Video Recording System, which fee is charged to the Sheriff by the vendor, MMR Communications, and is subject to change during the term of this contract according to vendor rate changes;
2) To pay the Sheriff an annual support fee (currently $54.00) for each camera that is backhauled to the Milestone Video Recording System, which fee is charged to the Sheriff by the vendor, MMR Communications, and is subject to change during the term of this contract according to vendor rate changes; and
3) To install its video surveillance cameras in its public parks through its *Contract for Information Technology Services* ("IT Contract"), attached hereto as Exhibit A; and
4) To be solely responsible for the backhaul, deployment and maintenance of the cameras installed in its public parks through its IT Contract; and
5) To backhaul no more than twenty (20) cameras to the Milestone Video Recording System

Cost

The Parish will be responsible for all costs associated with its park cameras, including but not limited to equipment, deployment, backhaul, maintenance and Milestone Video Recording System Licensing and Annual Service Fees, which fees are subject to change during the term of this contract according to vendor rate changes.

The Sheriff will incur no cost associated with this project as adequate recording space exists on the Sheriff's Milestone Video Recording System, and the Parish will tender payment to the Sheriff for the per camera license and support fees which are subject to change during the term of this contract according to vendor rate changes.

MODIFICATIONS

This agreement sets forth the full and entire understanding of the parties regarding the matter herein. This agreement may be modified by mutual consent of the parties. Such modification(s) shall be in writing.

TERMS OF AGREEMENT

This agreement will become effective June 30, 2016 and shall end no later than May 31, 2020.

WITHDRAWAL OF PARTICIPATION

Any party to this agreement may withdraw as a participant upon providing a (30) thirty day prior written notice to the other party. If the Parish withdraws from the project at any point, the Sheriff will not be responsible for any costs incurred.

INDEMNIFICATION AND HOLD HARMLESS

Each of the parties signatory to this agreement agrees to indemnify and hold all other parties harmless and waives all claims for compensation for any loss, damage, personal injury, death, or other entanglement incurred arising as a consequence of general or specific acts or omissions of the indemnifying parties' own employees, agents, attorneys, and designated representatives in the performance of this agreement.

IN WITNESS THEREOF this agreement has been executed and approved on this 30th day of June, 2016 and is effective and operative as to each of the parties herein provided.

Mike Tregre
Mike Tregre
Sheriff
St. John the Baptist Parish

Witness: [signature]

Witness: [signature]

Natalie Robottom
Natalie Robottom
Parish President
St. John the Baptist Parish

Witness: [signature]

Witness: Deanna Schexnayder

Exhibit A
Statement of Work

Original Contract
Requirements and Specifications:
Proficiency with Microsoft Exchange 2007, ODBC Data Sources, Trend Micro anti-virus software, Velocity Credit Card Payment System, Laserfiche Content Management System, Laserfiche Workflow, AS-400, Voice Over IP Phone Systems, Sonic Wall VPN, Sonic Wall Firewalls, Sonic Wall Content Filters, Remote Access (for Desktops, Blackberries and I Pads, Barcode and Inventory Management Software and Geo Systems Surveillance Equipment)

Provide general IT services support such as system maintenance, hardware and software installation and configurations, system upgrades, network cabling installations and maintenance, and updates at the following locations:

Original Locations:
Public Works Office, 149 East Third Street, Edgard
Westbank Community Center, 173 East 3rd Street, Edgard
40th JDC Courthouse, 2393 Hwy 18, Edgard
Garyville Utility Service Center, 492 Historic Main, Garyville
Planning & Zoning, 102 E Airline Hwy, LaPlace
River Road Waste Water, 124 Water Plant Road, LaPlace
Percy D. Hebert Building, 1801 W Airline Hwy, LaPlace
40th JDC Juvenile Services, 1212 Hwy 44, Reserve
Homer "Boogie" Joseph Community Center, 366 NW 2nd Street, Reserve
Woodland Treatment Plan, 900 Woodland Drive, LaPlace
Water Wells #1 and 2, 6243 & 6027 Hwy 51, Ruddock
Maintenance Center, 434 Elm Street, LaPlace
Public Works (Main Campus), 1801 W Airline Hwy, LaPlace
Warehouse (Main Campus), 1801 W Airline Hwy, LaPlace
St. John Community Center, 2900 Hwy 51, LaPlace
Lyons Water Plant, 2062 Hwy 44, Reserve
Health Unit, 473 Central Avenue, Reserve
St. John Health & Human Services, 128 Central Avenue, Reserve
REGALA Gymnasium, 200 REGALA Park Road, Reserve
Animal Shelter, 488 W 2nd Street, LaPlace

Amended Requirements and Specifications:
The following has been established as an amended item under the basic scope of services to be provided and/or performed by the Contractor

Proficiency with Microsoft Exchange 2007, ODBC Data Sources, Trend Micro anti-virus software, Velocity Credit Card Payment System, Laserfiche Content Management System, Laserfiche Workflow, AS-400, Voice Over IP Phone Systems, Sonic Wall VPN, Sonic Wall Firewalls, Sonic Wall Content Filters, Remote Access (for Desktops, Blackberries and I Pads, Barcode and Inventory Management Software and Geo Systems Surveillance Equipment), **and Milestone Video Recording System (all equipment specified by the Parish)**

Provide general IT services support such as system maintenance, hardware and software installation and configurations, system upgrades, network cabling installations and maintenance, and updates, **and surveillance tech for the additional parks** at the following locations:
Amended Contract Locations:
All Parish Facilities **(including but not limited to parks, boat launches, and buildings)**

ST. JOHN THE BAPTIST PARISH COUNCIL

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1936 Cambridge Drive
LaPlace, LA 70068
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District VII
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1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 985-703-2648

June 29th, 2016

Natalie Robottom, Parish President
ST. JOHN THE BAPTIST PARISH
1801 W. Airline Hwy.
LaPlace, LA 70068

Dear Mrs. Robottom:

Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, June 28th, 2016.

> ***"Councilman Madere moved and Councilman Wright seconded the motion to grant administration authorization to enter a Cooperative Endeavor Agreement (CEA) with the Sheriff's Office for remote access to cameras location in Parish Parks. The motion passed with Councilman Perrilloux absent."***

CERTIFICATION

I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 28th day of June, 2016.

June 29th, 2016.

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council

COUNCIL SEAL ST. JOHN THE BAPTIST PARISH LOUISIANA