



ST. JOHN

THE BAPTIST PARISH

1811 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569



ST JOHN THE BAPTIST PARISH
ELIANA DEFRANCESCH Clerk of Court
I certify that this is a true copy of the
original filing that was recorded on:
01/31/2020 11:03AM
370839- CO

Deputy Clerk

[Signature] #52951

MEMORANDUM OF UNDERSTANDING BETWEEN ST. JOHN THE BAPTIST PARISH AND LOUISIANA STATE ANIMAL RESPONSE TEAM

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between Louisiana State Animal Response Team, 8550 United Plaza Blvd, Suite 1001, Baton Rouge, Louisiana 70809 (hereinafter referred to as "LSART") and St. John the Baptist Parish, 1811 West Airline Highway, LaPlace, Louisiana 70068 (hereinafter referred to as "Parish") or sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that "For a public purpose, the state and its political subdivisions or political corporations 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";

WHEREAS, LSART is an organization of groups and individuals with a interest in animal well being related to emergencies or disasters. This includes governmental agencies, veterinarians, animal control officers, humane orginzations, and citizen volunteers. It is in the best interest of Parish that public animals are evacuated on behalf of Parish;

WHEREAS, to help fulfill its role of preparing for and providing immediate response to disasters, LSART provides emergency services on behalf of individuals and families of the State of Louisiana who are victims of a disaster or emergency. Upon request by Parish, LSART will make services available to Parish for the use of animal evacuation. In such event of declared disaster or emergency, LSART agrees to make every effort to deploy resources as needed when available within 24 hours of receiving a reequst from the Parish or designated Point of Contact; and

WHEREAS, LSART shall comply by the terms of this Agreement; and

WHEREAS, LSART affirms that it has the legal authority to conduct and/or provide for and conduct all necessary and approved work related to disasters and emergencies.

NOW THEREFORE, Parish and LSART for the consideration and under the conditions set forth, do agree as follows:

PURPOSE

The purpose of this Memorandum of Understanding (“**MOU**”) is to codify and further establish the responsibilities of **Parish** and **LSART** during emergencies and disasters. **LSART** agrees to provide assistance to **Parish**, on a voluntary basis, by providing emergency animal services following an emergency.

DEFINITIONS

Emergency: A situation, including a disaster, that due to its severity requires extraordinary response by **Parish**, including a request for services or resources beyond the capability of **Parish** Government.

Local Declaration of Emergency: The existence of conditions that due to their severity require extraordinary action by the Parish President as provided through the authority of LA. R.S. 29:721 *et. seq.*

Mutual Aid: Includes, but is not limited to, evacuation and sheltering of public citizens and animals evacuated from a disaster area.

IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:

Responsibilities of Parish:

- 1) Upon direction from Parish Emergency Operations Center (“**EOC**”) or its designee, request activation of an Animal Response Team by **LSART**.
- 2) Upon direction from the EOC, request activation of an Animal Response Team by **LSART** in accordance with Parish Emergency Operations Plan.
- 3) Provide support for the successful implementation of the Animal Response Team Plan.
- 4) Schedule pre-trained **Parish** staff to assist in the Animal Response Team operations, as requested by **LSART**.
- 5) Assist **LSART** with eligibility determination of incurred costs.
- 6) Work with **LSART** to identify possible funding sources for reimbursement and assist **LSART** to submit reports and invoices for documentation.
- 7) Provide positional training for staff designated to **Parish** from **LSART**.

Responsibilities of LSART:

- 1) Provide staff (volunteer or paid) to serve as Volunteer Resources Unit Leader in the EOC Logistics Section upon EOC activation, as needed.
- 2) Activate, maintain, and demobilize an Animal Response Team upon request from the EOC.
- 3) Assign key positions to **LSART** staff as appropriate.
- 4) Consult with the EOC Logistics Section regarding assistance with Animal Response Team as needed.
- 5) Request assistance from the EOC Logistics Section for needs such as equipment, supplies, staffing, and technical assistance.

- 6) Train Parish employees on Animal Response Team operations, before, during and after emergencies.
- 7) Document volunteer referral data and submit regular reports to **Parish** during an activation according to procedures established in the Animal Response Team plan.
- 8) Maintain accurate documentation of services provided and costs incurred during an emergency.
- 9) Prepare an invoice identifying **LSART's** emergency-related costs incurred including the total number of volunteer hours documented, as incurred, according to procedures established in the Animal Response Team plan.

Joint Responsibilities:

- 1) Pre-prepare an emergency response team plan.
- 2) Coordinate volunteer recognition efforts following emergencies.
- 3) Participate in After-Action Review Process.
- 4) In the event no local disaster is declared, an Animal Response Team will not be activated unless there is a joint decision to do so and it will be a joint responsibility to absorb costs.

COST RECOVERY

Animal Response Team: **LSART** services will be considered a donation to the community. In the event of a Declaration of Major Emergency or Major Disaster by the President of the United States, **Parish** shall assist **LSART** in preparing, submitting, and pursuing a claim with the Federal Emergency Management Agency (FEMA) for **LSART's** documented and invoiced costs related to the activation, based on eligibility requirements, for services rendered on request of **Parish**. In no case shall **Parish** be directly liable for costs incurred by **LSART** unless otherwise specifically agreed upon in writing, in advance.

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 is effective on January 1, 2019, and is effective until midnight December 31, 2023.

WITHDRAWAL OF PARTICIPATION

Any **Party** to this Agreement may withdraw as a participant upon providing a thirty (30) day prior written notice to the other **Party**. **LSART's** participation is voluntary and **LSART** may withdraw at any time, except during an emergency and 45 days before or during hurricane season.

If **LSART** withdraws at any point, **Parish** will not be responsible for any costs incurred or contracts or subcontracts entered into by **LSART**.

INDEMNIFICATION AND HOLD HARMLESS

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

DUPLICATION OF BENEFITS

To avoid duplication of benefits, **LSART** must not receive funds from more than one source for the same activity. If such other funds are received or available to **LSART**, then **LSART** will immediately voluntarily remit the duplicated funds to **Parish**.

ACCESS TO RECORDS AND REPORTS

Pursuant to the provisions of the Code of the Parish of St. John the Baptist, Chapter 1, Art. VII, Sect. H (relative to the operations and authority of **Parish** to conduct an independent audit of all accounts and financial transactions of **Parish**), incorporated herein by reference), **LSART** agrees to provide **Parish** access to all books, documents, papers, and records of **LSART** which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. **LSART** agrees to maintain all books, records, accounts and reports required under this Agreement for a period of five years from the end of the performance period.

NOTICE AND ACTIVATION

All notices shall be sent to the address first written in this Agreement unless otherwise changed in writing. Activation of services may be made in writing, by e-mail, or orally by the Parish President or their designee.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS THEREOF, this Agreement has been executed and approved and is effective and operative as to each of the Parties as herein provided.

Witness: Laverne Toombs
(Signature)

Witness: Laverne Toombs
(Print)

Witness: Nicole L Hesse
(Signature)

Witness: Nicole L Hesse
(Print)

St. John the Baptist Parish

Natalie Robottom
Natalie Robottom
Parish President
Date: 11/26/19

Louisiana State Animal Response Team

Renee Poirrier
Renee Poirrier
Director
Date: 1-16-2020



ST. JOHN THE BAPTIST PARISH COUNCIL

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LaPlace, Louisiana 70068
Office 985-652-1702
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December 2nd, 2019

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District VII
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LaPlace, LA 70068
Cell 504-402-0302

Natalie Robottom, Parish President
ST. JOHN THE BAPTIST PARISH
1811 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, November 26th, 2019.

“Councilman Snyder moved and Councilman Sorapuru seconded the motion to grant administration authorization to enter into a Memorandum of Understanding (MOU) with Louisiana State Animal Response Team (LSART) for emergency animal services following an emergency or disaster. The motion passed with 6 yeas, 1 against (Malik), 1 abstaining (Perrilloux) and 1 absent (Hotard Gaudet).”

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 26th day of November, 2019.

December 2nd, 2019,


Jackie Landeche
Council Secretary
St. John the Baptist Parish Council