

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN:**

UNITED STATES OF AMERICA

CITY OF HAMMOND

STATE OF LOUISIANA

AND

**SEVENTH WARD MARSHAL,
CITY COURT OF HAMMOND**

PARISH OF TANGIPAHOA

THIS AGREEMENT is made and entered into this _____ day of March, 2015, by and between the **CITY OF HAMMOND**, as authorized by resolution # _____, represented herein by its Mayor (the "City"), and **PAT FARRIS, SEVENTH WARD MARSHAL, CITY COURT OF HAMMOND**, (the "Marshal");

WITNESSETH:

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."

The Marshal's Office of the Seventh Ward City Court is created by special legislative act in LSA R.S. 13:1952. The territory served by the Seventh Ward Marshal's office includes the City of Hammond and the Marshal maintains its office in the City of Hammond.

Pursuant to LSA R.S. 13:1881, the Marshal is the Executive Officer of the Seventh Ward Court; he shall execute the orders and mandates of the Court and in the execution thereof, and in making arrests and preserving the peace, he has the same powers and authority of a sheriff. The Marshal is obligated by law to serve legal process in connection with lawsuits, evictions, garnishments, seizure and sales, attachments, warrants, subpoenas and summons for all juvenile cases, truancy papers, juvenile attachments/warrants, criminal subpoenas, misdemeanor warrants, traffic warrants and contempt of court attachments.

The City is obligated by LSA R.S. 13:1889 to appropriate suitable funding for the operation and maintenance of the Marshal's Office and the City is further empowered by the Hammond City Charter to provide for the health, safety and welfare of the citizens of Hammond.

The City has title to vehicles and other assets which are surplus and no longer needed for specific use by the City. The Marshal is in need of the property in order to carry out the duties of his office.

Accordingly, the City and Marshal enter into this agreement for the public purpose and benefit as set forth herein and in consideration of the mutual covenants herein contained, the public purpose; and the public benefit, the parties hereto agree as follows:

1. For and in consideration and furtherance of the duties and responsibilities of the Marshal and in furtherance of the desire of the City to provide for the operations of the Marshal's office and for the purpose of providing security, safety and protection to the citizens of Hammond, the Mayor may from time to time transfer and assign to the Marshal all of its right title and interest in and to vehicles and other assets which are declared surplus (all such property is collectively referred to herein as the "Property").

2. The Marshal agrees to use any Property transferred pursuant to this Agreement for the purposes stated above. If required, the Marshal further agrees to allow the Property to be used upon request by the City.

3. The Marshal agrees to maintain any Property transferred pursuant to this Agreement for its useful life as determined by the Marshal.

4. The Marshal shall not sell or assign any interest in the Property without prior written consent of the City. The proceeds from the sale of the Property shall only be used as agreed by the City.

5. All Property transferred pursuant to this Agreement is transferred in "AS-IS" condition, without any warranty whatsoever. The Marshal shall maintain liability insurance on all Property and indemnify and save harmless the City against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments to any party arising out of the use of the Property after the effective date of this Agreement.

6. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

7. The validity, interpretation and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

8. This Agreement shall be binding on the successors and assigns of the parties hereto.

THUS DONE AND SIGNED at Hammond, Louisiana, on this ____ day of March, 2015, after due reading of the whole.

WITNESSES:

CITY OF HAMMOND

By: _____
Pete Panepinto, Mayor

NOTARY PUBLIC

THUS DONE AND SIGNED at Hammond, Louisiana, on this ____ day of March, 2015, after due reading of the whole.

WITNESSES:

SEVENTH WARD MARSHAL, CITY
COURT OF HAMMOND

Pat Farris, Marshal

NOTARY PUBLIC