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8 Introduced November 21, 1989, by  
9 Councilman Salvaggio, seconded by  
10 Councilman-at-Large Singletary  
11 (both by request of Administration)

12 Item No. 89-11-1399

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14  
15 ORDINANCE NO. 2295

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18 An ordinance authorizing Mayor Salvatore A. Caruso, or  
19 his representative, to enter into an Inter-Governmental Agreement  
20 with the Town of Pearl River.

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22 BE IT ORDAINED by the Slidell City Council, in legal  
23 session convened, that Mayor Salvatore A. Caruso, or his  
24 representative, is authorized to enter into an Inter-Governmental  
25 Agreement with the Town of Pearl River represented by Mayor Janice  
26 McQueen, as set forth in Exhibit "A" attached hereto and made a  
27 part hereof.  
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37 ADOPTED this 19th day of December, 1989.

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41 **DELIVERED**

42 12/20/89 2:45 p.m.  
43 to the Mayor

44 *Philip M. Salvaggio*  
45 Philip M. Salvaggio  
46 Councilman, District 5  
47 President of the Council

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51 **RECEIVED**

52 1/2/90 3:45 p.m.  
53 from the Mayor

54 *Salvatore A. Caruso*  
55 Salvatore A. Caruso  
56 Mayor

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*Davis Dautreuil*  
Davis Dautreuil  
Council Administrator/Clerk of the Council

Exhibit "A"

INTER-GOVERNMENTAL AGREEMENT

This Agreement is made and entered, effective this \_\_\_\_\_ day of \_\_\_\_\_, 1989, pursuant to the authority granted in Article 6, Section 20 and Article 7, Section 14 of the Louisiana Constitution, La. R.S. 33:1324 and other constitutional and statutory authority, by and between the following:

The City of Slidell, a municipal corporation created, organized and existing under the laws of the State of Louisiana, appearing herein by and through Salvatore A. "Sam" Caruso, M.S.W., its Mayor, duly authorized by ordinance of the Slidell City Council, the governing authority thereof, dated \_\_\_\_\_, 1989.

and

The Town of Pearl River, represented herein by Janice McQueen, Mayor, duly authorized by resolution of the Board of Aldermen dated \_\_\_\_\_, 1989.

The above are hereinafter jointly sometimes referred to as "Parties". In addition, the City of Slidell may hereinafter be sometimes referred to as "City" and the Town of Pearl River may hereinafter be sometimes referred to as "Town".

WITNESSETH

WHEREAS, the City of Slidell Police Department has recently purchased a new radio system to upgrade its communication capabilities; and

WHEREAS, Town desires to interface with this equipment to likewise upgrade its communication capabilities; and

WHEREAS, an interface with City's radio system will reduce the Town's costs to install a new system; and

WHEREAS, City has requested that Town reimburse it for a portion of the installation and maintenance costs for the communication system's electronic shared trunked repeater system;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the Parties agree and bind themselves as follows:

ARTICLE I. INSTALLATION OF EQUIPMENT

City shall be responsible for all of the initial acquisition costs of a Motorola 800 MHz electronic trunked communications

system, including a central site controller, antenna amplifiers and combiner, five (5) trunked repeaters, one (1) conventional repeater, system manager terminal and central electronics banks to be used by the City and the Town. In addition, the City shall be responsible for the annual charge for a maintenance contract on the above listed shared equipment.

#### ARTICLE II. COST REIMBURSEMENT

In order to partially compensate City for assuming responsibility for installation and maintenance of the central communications system, Town shall pay to City a pro rata share of the cost of installing the shared trunked repeater system and the annual maintenance agreement as follows:

Payments for the Town's share of the communications system, agreed to be \$10,000.00, is payable in accordance with the following schedule:

First Payment:	March 15, 1990 - \$2,000.00
Second Payment:	March 15, 1991 - \$2,000.00
Third Payment:	March 15, 1992 - \$2,000.00
Fourth Payment:	March 15, 1993 - \$2,000.00
Fifth Payment:	March 15, 1994 - \$2,000.00

The Town shall also reimburse the City for its share, agreed to be 1%, of the annual charge for a maintenance contract on the shared equipment listed in Article I.

#### ARTICLE III. CO-OWNERSHIP OF COMMUNICATIONS SYSTEM

In consideration of the Cost Reimbursement detailed in Article II, the Town of Pearl River is acknowledged to be a 1% co-owner of the City of Slidell 800 MHz trunked communications system.

The Police Department of the City of Slidell shall be designated the System Manager and shall provide system management to the Town. The City of Slidell will further be authorized access and use of the Pearl River communications center in the event a civil or weather emergency renders the Slidell communications center unusable.

One (1) of the system's communications fleets, containing seven (7) separate voice channels, shall be for the exclusive

use of the Town of Pearl River. No other radios in the system shall be configured to access any of the Town's voice channels without the written permission of the Town's Mayor or Police Chief. All other voice channels and fleets in the system will be configured and utilized at the discretion of the City of Slidell, in accordance with any other legal agreements.

#### ARTICLE IV. COOPERATIVE PURCHASING AND EMPLOYMENT

Under the authority granted by Louisiana Revised Statute 39:1702, et seq., the Parties hereby enter into a cooperative purchasing agreement for the acquisition of any supplies, services, major repairs, or construction. Such cooperative purchasing may include, but is not limited to, the sale to, acquisition from, use of any supplies or services, or use of facilities or equipment belonging to either party by the other party and shall be on such terms and conditions as are mutually agreeable to both parties.

Either party may also provide personnel to the other party provided that the party providing the personnel is paid the direct and indirect cost of furnishing the personnel, in accordance with an agreement between the parties.

#### ARTICLE V. CLOSING

In the event any one or more provisions of this Agreement is for any reason held to be illegal or invalid, this entire Agreement, except for this Article, shall immediately become null and void. All parties agree to attempt in good faith to adopt a new agreement, which to the extent possible, accomplishes the same results as this Agreement. Further, all Parties agree to negotiate in good faith, refrain from challenging the validity or legality of this Agreement and join in the defense of any legal challenge to this Agreement.

Any constitutional or statutory provisions enacted after the date of this Agreement which validates or makes legal any provision hereof shall be deemed to apply hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in multiple originals by their hereunder signed officers each in the presence of the undersigned two competent



witnesses in the Parish of St. Tammany, State of Louisiana, as of the date first hereinabove set out, after due reading of the whole, in various counterparts.

WITNESSES:

CITY OF SLIDELL

\_\_\_\_\_  
\_\_\_\_\_

BY: SALVATORE A. "SAM" CARUSO, Mayor

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TOWN OF PEARL RIVER

BY: JANICE McQUEEN, Mayor