AGREEMENT

THIS AGREEMENT ("Agreement") is made as of the date set forth below, between the City of Shreveport, herein represented by Cedric B. Glover, Mayor, (hereafter referred to as the "City"), and Eric Cottrell and Louis Wallace (hereafter referred to as "Contractor".)

Whereas, Section 78-403 of the Code of Ordinances of the City of Shreveport prohibits the taking of fish, turtles or other wildlife from Cross Lake by the use of nets of any kind, traps, wire baskets, yoyos, set lines, or trotlines; and

Whereas, Section 78-404 of the Code prohibits commercial fishing on Cross Lake except pursuant to a valid contract, approved by the City Council, between the city and the person desiring to engage in commercial fishing activities, and permits the contract to provide exemptions to the provisions of Section 78-403; and

Whereas, the City wishes to permit the Contractors to trap turtles on Cross Lake, hereinafter referred to as the Lake, in accordance with the terms and conditions of this agreement.

NOW, THEREFORE, the parties agree as follows:

Authorization. During the term of this Agreement, Contractor shall be permitted to trap turtles on Cross Lake under the terms and conditions provided in this Agreement. Unless otherwise specified, the authorized representative of the City will be the supervisor of the Cross Lake Patrol Division of the Shreveport Police Department, or his designee, hereinafter referred to as "Cross lake Patrol."

- a. Contractor shall have access to the Lake for turtle trapping only between sunrise and sunset each day, but no earlier than 7:00 a.m. and no later than 5:00 p.m. each day, and only on days on which trapping is allowed by Louisiana law. Said access may be temporarily suspended when there is an event or there are other conditions on the Lake that warrant the temporary suspension of turtle trapping activities for safety, convenience or other reasons. The Cross Lake Patrol shall notify the Contractor when such suspension is in effect.
- b. Upon arrival on and departure from the lake, the Contractor shall sign in and out on the form provided by the Cross Lake Patrol at Cross Lake Patrol headquarters located at 2900 Municipal Pier Road, Shreveport, Louisiana.

Contractor's Obligations. Contractor may conduct turtle trapping activities, using sound trapping practices permitted by Louisiana law, subject to the limitations specified herein:

- a. All trapping activities shall be conducted only in areas of the Lake approved by the Cross Lake Patrol. Traps or trapping areas shall be clearly marked and visible to Cross Lake Patrol and boaters, skiers and other users of the Lake.
- b. The Contractor shall use traps which are designed to trap turtles only. The traps shall be designed to allow other wildlife and fish to exit without injury. If necessary, Contractor shall

release any fish caught by the traps. The Cross Lake Patrol reserves the right to evaluate any trapping method and refuse authorization to use any method deemed unsuitable in the exercise of his discretion. The Contractor shall notify the Cross Lake Patrol as soon as possible of injury or death of wildlife due to Contractor activities.

- c. Contractor shall not open the traps to remove the turtles and release any fish unless Cross Lake Patrol is present to observe, or unless the requirement has been waived by Cross Lake Patrol for that day. The time for opening the traps shall be as agreed on by the parties, but shall be subject to the availability of Cross Lake Patrol. If Cross Lake Patrol is busy with other calls or duties, Contractor shall wait until Cross Lake Patrol is available.
- d. Contractor shall comply with all federal, state and local laws relative to wildlife and fishing. Failure of the Contractor to follow any and all federal, state and local laws regarding wildlife and fishing shall result in immediate revocation of this Agreement and termination of trapping activities by the Contractor.
- e. Contractor shall be as discreet as possible and shall make every effort not to disturb or inconvenience residents around the lake or users of the lake.
- f. The Contractor shall provide monthly reports to the City in a form acceptable to the City. The reports shall be submitted to the Cross Lake Patrol.
- g. No person other than Eric Cottrell and Louis Wallace shall engage in turtle trapping pursuant to this agreement.
- h. Contractors Eric Cottrell and Louis Wallace shall both have the authority granted under this agreement and shall both be responsible for complying with all obligations of this agreement. The City shall have the right to deal with either one or both of them, and neither of them shall have any right to fail to perform any of the obligations based on a division of responsibilities between them or for any other reason.

Fee and Expenses. The Contractor shall pay a fee for the use of the Lake for trapping activities in the amount of \$250 per year, payable at the beginning of the term. The Contractor shall be responsible for all expenses incurred in connection with the turtle trapping activities. The Contractor shall make no claims for remuneration or compensation against the City in connection with the performance of these activities. All turtles taken by the Contractor shall become the property of the Contractor and shall be the Contractor's sole consideration for its activities.

Damage to Property. The Contractor assumes and agrees to be financially responsible for any and all damage to City property and/or any properties adjacent to any City property resulting from any act or omission of Contractor, and shall be solely responsible for all expenses incurred by the Contractor.

Release of Liability. The Contractor hereby releases the City from any liability for any damage or claim resulting from entry on to the Lake or any turtle trapping activities conducted on the Lake, and agrees to indemnify and hold harmless the City and its officers, agents and employees from and against all claims, lawsuits, losses, and expenses, including attorney's fees, on account of injuries or deaths of persons or damage to property that arise out of the acts or omissions of Contractor.

- 6. Insurance. Contractor shall obtain and maintain insurance in amounts and types approved by the Risk Manager of the City of Shreveport, covering both Eric Cottrell and Louis Wallace and naming the City as an additional insured.
- 7. Identification. While on City Property, the Contractor shall carry a current ID card on his person.
- 8. Other Regulations. Contractor shall comply with all other applicable City rules and regulations while on City Property, including but not limited to all rules pertaining to the use of Cross Lake by boat or otherwise.
- 9. No Employment Relationship. The parties acknowledge and agree that no employment relationship shall exist between the City and those individuals performing the services outlined herein.
- 10. Audit. (a) Contractor agrees to maintain Financial Records pertaining to this Agreement in accordance with standard accounting principles and procedures and to retain the Financial Records applicable to this Agreement for a period of three (3) years, except that the Financial Records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event Contractor goes out of existence, then Contractor shall turn over to the City all of its Financial Records relating to this Agreement to be retained by the City for the required period of time.
- (b) Contractor agrees to permit the City or its designated representative to inspect and/or audit its Financial Records relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any relevant information concerning Contractor's operation under this Agreement. If Contractor or its Financial Records are not located within Caddo or Bossier Parish, Louisiana in the event of an audit, Contractor agrees to deliver the records or have the records delivered to the City's designated representative at an address designated by the City within the City of Shreveport. If the City's designated representative finds that the Financial Records delivered by Contractor are incomplete, Contractor agrees to pay the City representative's reasonable costs to travel to Contractor's offices to audit or retrieve the complete Financial Records. Transportation and accommodation expenses shall be economy class.
- 11. This Agreement and its enforcement shall be governed by and construed in accordance with the laws and court decisions of the State of Louisiana (without regard to its choice of law

principles). The Contractor and the City agree that the venue of any litigation arising hereunder shall be in the First Judicial District Court, Caddo Parish, Louisiana.

- 12. Term of Contract. This Agreement shall be for a period of one year from the date of its execution by all parties. It may be renewed for additional one year periods if agreed to by both parties in writing signed by the Mayor and the Contractors. The City may terminate this Agreement at any time when the City determines, in its sole discretion, that such action would be in its best interest. If there is more than six months left in the term, the annual fee shall be pro rated and refunded at the time of termination.
- 13. Assignment. Contractor may not assign its interest under this Agreement or delegate any duties undertaken by it in this Agreement, whether in whole or in part, without the prior, written consent of the City which may be granted or withheld in the City's sole discretion.
- 14. Entire Agreement. This instrument sets forth the entire agreement of the parties with regards to its subject matter. All previous representations, negotiations and agreements on this subject, oral or written, are deemed to have merged into this Agreement and to have been extinguished except to the extent they are specifically set forth within the four corners of this instrument. Neither party has been induced to enter into this Agreement by any representation or agreement not specifically contained or provided for in this document. This Agreement may not be amended orally, by course of conduct, or in any other manner than by a written instrument signed by both parties.

Thus done and signed on the dates set forth below.

Witnesses:	City of Shreveport
	By: Cedric B. Glover, Mayor
	Contractors
	Eric Cottrell
	Louis Wallace