

K23-426

**COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN  
CITY OF NEW ORLEANS  
AND  
AMERICAN KENNEL CLUB COMPANION ANIMAL RECOVERY CORPORATION  
D/B/A  
AKC REUNITE**

**CANINE SUPPORT AND RELIEF FUND**

**AKC PET DISASTER RELIEF UNIT AGREEMENT**

This Agreement (the “**Agreement**”) is entered into by and between American Kennel Club Companion Animal Recovery Corporation, d/b/a AKC Reunite, represented by **Tom Sharp**, its CEO (“**AKC Reunite**” or “**Contractor**”), and City of New Orleans, represented by LaToya Cantrell, Mayor (“**Recipient**” or “**City**”). AKC Reunite and Recipient are sometimes referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**.” This Agreement is effective as of March 24, 2023 (the “**Effective Date**”).

**RECITALS**

**WHEREAS**, the City is a political subdivision of the State of Louisiana; and

**WHEREAS**, AKC Reunite is an organization exempt from Federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 186, as amended; and

**WHEREAS**, pursuant to Article 7, Section (14)(C) of the Louisiana Constitution of 1974, and related statutes, and Section 9-314 of the Home Rule Charter of the City of New Orleans, the Recipient may enter into cooperative endeavors with the State of Louisiana, its political subdivisions and corporations, the United States and its agencies, and any public or private corporation, association, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes; and

**WHEREAS**, the Recipient, through the New Orleans Fire Department, and AKC Reunite desire to accomplish the valuable public purpose of partnering in support of the protection of displaced pets and services in the event of a natural or man-made emergency or disaster (an “**Emergency**”); and

**WHEREAS**, in light of the foregoing, AKC Reunite is pleased to provide a grant in kind from the Canine Support and Relief Fund (the “**Grant**”) to Recipient: a trailer and supplies,

collectively referred to as an AKC Pet Disaster Relief Unit (“PDRU”), for the protection and support of displaced pets and service animals in the event of an Emergency, as set forth above and for other purposes set forth in this Agreement; and

**WHEREAS**, Recipient desires to accept the Grant, subject to the terms of this Agreement, for use in an Emergency and in support of public education and other public purposes; and

**NOW THEREFORE**, the Recipient and AKC Reunite, each having the authority to do so, hereby agree as follows:

**1. Duties and Responsibilities of Recipient.**

- 1.1. Use of PDRU.** Subject to Section 1.6 below, Recipient agrees to use the PDRU solely for the purposes of providing care and shelter to displaced pets and service animals, particularly in the event of an Emergency.
- 1.2. Maintenance of PDRU.** Recipient agrees to securely store the PDRU, including its contents, when not in use, and to maintain the PDRU in compliance with proper standards of care. Recipient agrees to purchase and replenish as necessary the PDRU supplies (including cages, cleaning supplies, and other materials) after deployment and use, so that the PDRU is available at all times to protect and support approximately fifty (50) pets and service animals in the event of an Emergency. Recipient agrees that it maintains a self-insurance program in compliance with State law.
- 1.3. Prohibition Against Sale or Transfer of PDRU.** Recipient agrees that it shall neither sell the PDRU nor otherwise transfer the PDRU to another organization or government unit or instrumentality, without the prior written consent of AKC Reunite during the term of this Agreement and any amendment or renewal thereof. Recipient further agrees that, in the event Recipient is no longer able to maintain the PDRU during the term of this Agreement and/or any amendment or renewal thereof, and wishes to relinquish ownership, Recipient shall either, in AKC Reunite’s sole discretion, transfer ownership of PDRU to AKC Reunite or dispose of PDRU in a manner agreed to by AKC Reunite.
- 1.4. Access to PDRU Transportation.** Recipient confirms that it has access to a vehicle capable of transporting the PDRU, as needed, and shall maintain access to such vehicle, or a comparable vehicle. The truck or other vehicle should weigh at least ¾ ton and possess electric brakes and a 10,000-pound hitch.
- 1.5. Signage on PDRU.** Recipient agrees to maintain and display the logos existing on the PDRU at the time of delivery. At no time may the logos be defaced or removed. The Parties acknowledge and agree that, at the time of delivery, the PDRU shall include the logos of AKC and AKC Reunite. The Parties further acknowledge and agree that the logos of (i) the Sponsoring Club(s) and (ii) other sponsoring organizations, in each case that have contributed at least \$1,000 to the purchase of the PDRU, may be included on the PDRU in the sole discretion of AKC Reunite. With the prior written consent of AKC Reunite, which may be granted or withheld in its sole discretion, the logo of Recipient may be displayed alongside the other logos. The size and placement of all logos shall be determined by AKC Reunite in its sole discretion. No other logos or promotional material



in any form whatsoever may be displayed on the PDRU at any time without the prior written consent of AKC Reunite.

- 1.6. **Display Requirement.** Recipient agrees to display the PDRU at community events, in cooperation with the Sponsoring Club(s), a minimum of two times per year. A “community event” means an event widely attended by members of the community and that may be related to pets and domestic animals. Acceptable community events include a local AKC dog show, an AKC Responsible Pet Ownership Day event, a county or state fair, a local holiday parade, and other similar events.
  - 1.7. **Reporting Requirements.** Recipient shall be provided annually with a Grant Follow Up Form (the “Form”), and Recipient agrees to complete and return the Form in compliance with the Form’s instructions, on an annual basis subject to section 6.1 of this Agreement. Annual completion and submission of the Form is both a condition to satisfying Recipient’s obligations under this Agreement and a precondition to consideration by AKC Reunite of any future grant application by Recipient. Additionally, on an annual basis, Recipient must provide a brief report to AKC Reunite indicating the number of times the PDRU was used in the preceding year; the circumstances under which it was used in the preceding year; how many animals and what types of animals were served by the PDRU during the preceding year; and any additional pertinent information. If any information is already provided in the Form, it does not need to be reported separately.
  - 1.8. **Transfer of Ownership.** Recipient shall take full title, responsibility, and liability for the PDRU upon physical receipt of the PDRU.
2. **Application for Future Grants.** Receipt of the Grant neither guarantees nor precludes future grants by AKC Reunite to Recipient. However, Recipient acknowledges and agrees that it must be in compliance with its obligations in Section 1.7 above to be considered for any future grant application.
  3. **Representations and Warranties of Both Parties.** Each Party represents and warrants to the other that:
    - 3.1. this Agreement has been duly authorized, executed and delivered by it, and the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the performance of the obligations hereunder shall not conflict with or result in any violation of or default under any provision of any other agreement or instrument to which it is a party or any license, permit, franchise, judgment, order, writ or decree, or any statute, rule or regulation, applicable to it;
    - 3.2. any and all approvals, permits, licenses or similar authorizations which may be required for it to enter into this Agreement and perform its obligations hereunder have been unconditionally obtained;
    - 3.3. no suit, action, claim, investigation nor other proceeding is pending nor, to the best of its knowledge, is threatened against it which questions the validity of this Agreement, or any action taken or to be taken pursuant to this Agreement; and
    - 3.4. it has full power and authority to make the representations in this Agreement, and this Agreement is a valid and binding obligation, enforceable against it in accordance with its

terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting creditors' rights, and subject to general equitable principles.

**4. Representations and Warranties of Recipient.** Recipient hereby represents and warrants to AKC Reunite that:

- 4.1. Recipient is a government unit or instrumentality;
- 4.2. Recipient is ready, willing, able, trained, and authorized to provide an emergency shelter for pets and service animals displaced due to an Emergency; and
- 4.3. no suit, action, claim, investigation, or other proceeding is pending or, to the best of Recipient's knowledge, is threatened against Recipient which would or could reasonably be expected to jeopardize Recipient's status as set forth in Section 4.2 above.

**5. Survival of Representations and Warranties.** All representations and warranties contained herein or made in writing by or on behalf of either Party in connection with this Agreement shall survive the execution of this Agreement. Each Party agrees to notify the other immediately in writing if any representation or warranty set forth herein is, or to the Party's best knowledge is about to become, inaccurate in any respect at any time.

**6. Termination and Survival.**

- 6.1. **Term.** The term of this Agreement shall be for one (1) year from the Effective Date, March 24, 2023, through March 23, 2024.
- 6.2. **Extension.** The Parties can opt to extend the term of this Agreement through a duly authorized amendment.
- 6.3. **Termination for Convenience.** The Parties may terminate this Agreement at any time during the term of the Agreement by giving the other Party written notice of the termination at least thirty (30) calendar days before the intended date of termination.
- 6.4. **Termination for Cause.** The City may terminate this Agreement immediately for cause by sending written notice to the Contractor. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective thirty (30) days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.
- 6.5. **Early Termination.** In the event of a material breach of any provision of this Agreement by Recipient (which shall be deemed to include any representation or warranty no longer being true), then upon written notice from AKC Reunite, this Agreement shall terminate



thirty days after the date of notice, unless Recipient shall have cured the breach to AKC Reunite's satisfaction prior to the expiration of the thirty-day period.

**6.6. Survival.** Notwithstanding the termination of this Agreement, the following Sections shall survive: this Section 6.6 and Sections 7, 8, 9, 12, and 14.

**6.7. Effect of Termination.** In the event of termination of this Agreement, Recipient shall either, in AKC Reunite's sole discretion, transfer ownership of PDRU to AKC Reunite or dispose of PDRU in a manner agreed to by AKC Reunite.

**7. Liability and Indemnification.** The Parties shall each be responsible solely for their own negligence or intentional acts and those of their respective officers, directors, trustees, elected officials, members, employees, or agents with regard to all claims, assessments, losses, damages, liabilities, debts, charges (including settlements, judgments and decrees which give rise to any of the foregoing), fees, costs and expenses, including interest, penalties, court costs, attorney's fees and expenses (collectively, "**Damages**") to the extent such Damages arise in connection with this Agreement. Notwithstanding any other provision of this Agreement, the Parties agree that the City of New Orleans does not waive any immunities available under federal and State law, including, but not limited to, governmental immunity and the Louisiana Governmental Claims Act.

**8. Dispute Resolution.** Any controversy or claim arising out of or relating to this Agreement shall be resolved by arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), then pertaining (available at [www.adr.org](http://www.adr.org)), except where those rules conflict with this provision, in which case this provision controls. Any court with jurisdiction shall enforce this clause and enter judgment on any award. The arbitrator shall be selected within ten (10) business days of commencement of the arbitration from the AAA's National Roster of Arbitrators pursuant to mutual agreement by the Parties or through selection procedures administered by the AAA. Within forty-five (45) days of initiation of arbitration, the Parties shall reach agreement upon and thereafter follow procedures assuring that the arbitration shall be concluded, and the award rendered within no more than eight (8) months from selection of the arbitrator or, failing agreement, procedures meeting such time limits designated by the AAA. The arbitration shall be held in New Orleans, Louisiana and, as provided in paragraph 12, shall apply the substantive law of Louisiana, without regard to its conflicts of laws principles, except that the Federal Arbitration Act shall govern the interpretation and enforcement of this arbitration provision. The arbitrator shall not award either Party punitive damages, and the Parties shall be deemed to have waived any right to such damages. Further, the arbitrator shall be bound by the express terms of this Agreement.

Any controversy or claim shall not be publicized by the Parties or their attorneys and advisors. Neither Party may publicize the existence, content, or results of any mediation or arbitration under this Agreement. Furthermore, any information related to a claim, controversy, mediation, or arbitration may only be disclosed by mutual agreement of the Parties or when required by Louisiana Public Records Law (La. Rev. Stat. 44:1 *et. seq*).

9. **Notices.** Notices shall be written and delivered personally or sent through the following methods: (i) by registered mail, return receipt requested; (ii) by overnight delivery with a nationally-recognized overnight courier; or (iii) by facsimile, with concurrent mailing by first class mail. Notices shall be deemed received four (4) days after being sent by method (i), one day after being sent by method (ii), and two days after being sent by method (iii). The Parties shall send notices to the following addressees and addresses, until any Party notifies the other Party of a change in address or addressee pursuant to this paragraph:

If to Recipient:

Chief Roman Nelson, Superintendent of Fire  
New Orleans Fire Department  
317 Decatur Street  
New Orleans, LA 70130

&

Donesia D. Turner  
City Attorney  
City of New Orleans  
1300 Perdido Street, Ste. 5E03  
New Orleans, LA 70112

If to AKC Reunite:

Tom Sharp, CEO  
8051 Arco Corporate Drive, Ste. 200  
Raleigh, NC 27617

10. **Assignment.** Recipient may not assign this Agreement without the prior written consent of AKC Reunite. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors.
11. **Waiver.** Waiver by any Party of a breach or violation of any provision of this Agreement may be made only in writing and shall not constitute a waiver of any subsequent breach or violation of the same or any other provision hereof.
12. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana without regard to its choice of law principles.
13. **Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.



14. **Enforcement.** AKC Reunite reserves the right to enforce the terms of this Agreement. Recipient agrees that it will not contest the standing of AKC Reunite to bring any such arbitration.
15. **Entire Agreement; Amendment.** This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all other prior negotiations, agreements, understandings, and undertakings between the Parties with respect to such subject matter, whether oral, written or otherwise. No amendment or modification of this Agreement shall be effective unless signed by both Parties.
16. **Additional Documents and Acts.** Each of the Parties agrees to execute and deliver such additional documents, certificates, and instruments, and to perform such additional acts, as may be reasonably requested and as may be necessary or appropriate to carry out the intent and provisions of this Agreement and to consummate the Grant of the PDRU from AKC Reunite to Recipient.
17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.
18. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an originally signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.
19. **Grant.** The Parties acknowledge that Recipient has not raised any funds, but the AKC Humane Fund has donated an amount equal to a portion of the total cost of the PDRU to AKC Reunite. The Grant is made subject to the terms and conditions set forth in this Agreement.
20. **Prohibition Against Financial Interest in Agreement.** No elected official or employee of the Recipient shall have a financial interest, direct or indirect, in this Agreement, including through any financial interest held by the spouse, child, or parent. Any willful violation of this provision, with the expressed or implied knowledge of AKC Reunite, will render this Agreement voidable by the Recipient and shall entitle the Recipient to enforce any rights and remedies available to the Recipient hereunder, without regard to AKC Reunite's satisfactory performance.
21. **Audit and Other Oversight.** AKC Reunite will abide by all provisions of City of New Orleans Municipal Code § 2-1120, including without limitation City of New Orleans Municipal Code § 2-1120(12), which requires AKC Reunite to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests is a material breach of the Agreement. In signing this Agreement, AKC Reunite agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a

subpoena.

**22. Force Majeure.**

**A. Event.** An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by the City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of the City, provided such event was not caused by the negligence nor misconduct of the City, by the failure of the City to comply with applicable laws, or by the breach of this Agreement.

**B. Notice.** To seek the benefit of this Article, the City must provide notice in writing to the Contractor stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended.

**C. Effect.**

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:
  - a. Suspend this Agreement for a duration to be set by the City, not to exceed ninety (90) days. During such time of suspension, the Parties will not be liable nor responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Contractor must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or
  - b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to the Contractor and without any further compensation due.
2. Notwithstanding Section (C)(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

**[SIGNATURES CONTAINED ON NEXT PAGE]**

**[The remainder of this page is intentionally left blank.]**



IN WITNESS WHEREOF, the City and AKC REUNITE, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: [Signature] for  
LATOYA CANTRELL, MAYOR

Executed on this 25th of May, 2023.

FORM AND LEGALITY APPROVED:  
LAW DEPARTMENT

BY: [Signature]

PRINTED NAME: Tracy Tyle

AMERICAN KENNEL CLUB COMPANION ANIMAL RECOVERY  
CORPORATION

BY: [Signature]

PRINTED NAME: TOM SHARP, CEO

[Redacted Signature]