



ST JOHN THE BAPTIST PARISH  
ELIANADEFRANCESCH,  
Clerk of Court  
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6 Pages  
369777- MO

# ST. JOHN

## THE BAPTIST PARISH

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

COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN  
ST. JOHN THE BAPTIST PARISH COUNCIL  
AND  
RIVER PARISHES TRANSIT AUTHORITY

This **AGREEMENT** is made and entered into on this 12<sup>th</sup> day of November 2019 between the **St. John the Baptist Parish Council**, hereinafter referred to as "**Parish**", represented by Natalie Robottom, Parish President and the **River Parishes Transit Authority, P.O. Box 2444, Laplace, LA 70068**, represented by Corey Fauchoux, Board Chairman, hereinafter referred to as "**Authority**" under the following terms and conditions. **St. John the Baptist Parish Council and the River Parishes Transit Authority** are sometimes individually referred to as "**Party**" and collectively referred to as the "**Parties.**"

### ARTICLE I

#### 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 corporation may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private associations, corporation, or "individual"; and

**WHEREAS**, the **Authority** desires to utilize the St. John the Baptist Parish Council Chambers and designated common areas to conduct its monthly and special meetings; and

**WHEREAS**, the public purpose of this **Agreement** is to provide the **River Parishes Transit Authority** with adequate and appropriate space to conduct its public meetings in an environment secure, easily assessable by the public and with the necessary audio/visual equipment to allow for easy recording of the **Authority's** proceedings thereby increasing transparency and public awareness and stakeholder engagement; and

**WHEREAS**, the facilities described in the agreement are not available for rent and as a result, the **Parish** has a reasonable expectation of receiving a benefit or value described in detail that it is at least equivalent to or greater than the consideration described in this **Agreement**; and

**WHEREAS**, the public will benefit by the transit activity throughout the **Parish** resulting in increased revenue of local sales and use of tax dollars; and

**WHEREAS**, in exchange for use of the Council Chambers and designated common areas for such purposes, the **Authority** desires to hold harmless the **Parish** from any claims and/or litigation arising out of the **Authority's** use of the facility. This applies for us of any other facility substituted by the **Parish**.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, **St. John Baptist Council and the River Parishes Transit Authority** hereby agree as follows:

## **ARTICLE II**

### **SCOPE OF SERVICES**

The **Parish** supports the efforts of the **Authority** and the activities undertaken at its meetings. The **Parish** and the **Authority** have determined that this **Agreement** serves a public purpose by reducing the expenditure of public funds for the efforts directed at providing public transportation to the residents of the **Parish**.

#### **Specific objectives include but are not limited to:**

1. The **Authority** shall conduct its monthly and special meetings in the St. John the Baptist Parish Council Chamber and designated commons areas. The **Parish** may substitute an alternate facility should it be needed.
2. There will be no food or drinks allowed in the Chamber; only the designated common areas.
3. This **Agreement** shall begin on the date referenced herein and terminate five (5) years after commencement. This agreement may be renewed for an additional five (5) years subject to approval by **St. John the Baptist Parish Council and the River Parishes Transit Authority**.

## **ARTICLE III**

### **DELIVERABLES**

1. The **Parish** shall provide meeting space as previously mentioned therein.
2. The **Authority** agrees to assume the responsibility for all reasonable maintenance costs associated with the use of the Chambers and designated common areas (or other Parish facility). The **Authority** agrees to cover all physical damages to the facility that may result from accidents or vandalism arising out of the **Authority's** use.
3. The **Authority** acknowledges that it has made a thorough inspection of the Chambers and designated common areas and is satisfied as to its condition, unless otherwise stated in writing upon receipt.

#### ARTICLE IV

##### PAYMENT TERMS

In consideration of the services described above, **Parish** and **Authority** hereby agree to provide benefits to one another.

#### ARTICLE V

##### TERMINATION FOR CAUSE

The **Parish** may terminate this **Agreement** for caused based upon the failure of the **Authority** to comply with the terms and/or conditions of the **Agreement**; provided that the **Parish** shall give the **Authority** written notice specifying the **Authority's** failure. If within thirty (30) days after receipt of such notice, the **Authority** shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith effort to correct said failure and thereafter proceeded diligently to complete such correction, then **Parish** may, at its option, place the **Authority** in default and the **Agreement** shall terminate on the date specified in such notice. The **Parish** may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the **Authority** to comply with the terms and conditions of this **Agreement**; provided that the **Parish** shall give the **Authority**, written notice specifying the **Authority's** failure and a reasonable opportunity for the **Commission** to cure the defect.

#### ARTIVCLE VI

##### TERMINATION FOR CONVENIENCE

The **Parish** may terminate the **Agreement** at any time by giving thirty (30) days written notice to the **Authority**. Upon receipt of notice, the **Authority** shall, unless the notice directs otherwise, immediately discontinue use of the Council Chambers as written in this **Agreement**.

#### ARTICLE VII

##### ADDITIONAL TERMS

1. **Authority to Enter Agreement.** Each party warrants that the individuals who have signed this **Agreement** have the legal power, right, and authority to make this **Agreement** and bind each respective **Party**.
2. **Authority; Modification.** No supplement, modification, or amendment of this **Agreement** shall be binding unless executed in writing and signed by both **Parties**.
3. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a **Party** shall give the other **Party** any contractual right by custom, estoppel, or otherwise.
4. **Attorney's Fees and Costs.** If any legal action of other proceeding is brought in connection with this **Agreement**, the successful or prevailing **Party** shall be entitled to recover reasonable attorney's fees and

5. **Entire Agreement.** This **Agreement** contains the entire **Agreement** between the **Parties** and supersedes all **Agreements** or contracts previously entered between the **Parties**. No representations were made or relied upon by either **Party**, other than those that are expressly set forth.

6. **Severability.** If any provision of this **Agreement** shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this **Agreement** is invalid or unenforceable, but by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

7. **Applicable Law.** This **Agreement** shall govern by the laws of the State of Louisiana, **St. John the Baptist Parish Council and the River Parishes Transit Authority.**

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 12<sup>th</sup> day of Nov, 2019.

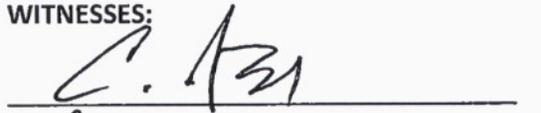
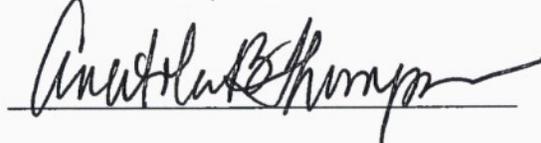
WITNESSES:

  
\_\_\_\_\_  
Deanna Schenayder

ST. JOHN THE BAPTIST PARISH

  
\_\_\_\_\_  
Natalie Robottom  
Parish President

WITNESSES:

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

RIVER PARISHES TRANSIT AUTHORITY

  
\_\_\_\_\_  
Corey Faucheux  
Board Chairman

On motion of R. Lemons, seconded by J. Dias, the following resolution was offered:

**RESOLUTION NO. 01-2019**

**WHEREAS;** the River Parishes Transit Authority Board of Commissioners (RPTA) was created pursuant to Louisiana Revised Statutes 48:1601 et seq as a body politic and corporate and a political subdivision of the state comprising all of the territory in the parishes of St. Charles, St. James and St. John the Baptist; and

**WHEREAS;** the RPTA was created for the purpose to "plan, design, lease (as lessee), purchase, acquire, hold, own, construct, improve, have equity in, maintain, and administer a transit system within the area, to operate same or contract therefore, and to lease (as lessor) same for operation by private parties;" and

**WHEREAS;** the RPTA is operating a public transit system in an area including St. Charles and St. John the Baptist Parishes; and

**WHEREAS;** the RPTA relies upon financial participation from its member parishes to supplement funds necessary to carry out its purpose of providing public transit; and

**WHEREAS;** St. Charles and St. John the Baptist Parishes has agreed to provide funding to the RPTA; and

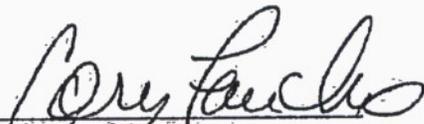
**WHEREAS;** Corey Faucheux is the RPTA Board Chairperson and, as such, has the authority to execute contract agreements and all other documents on behalf of the RPTA.

**BE IT RESOLVED,** that Corey Faucheux is hereby authorized to execute agreements on behalf of the RPTA with the **Parishes of St. John the Baptist and St. Charles** for the provision of supplemental funds for public transportation for the **Parishes of St. John the Baptist and St. Charles** and/or any City with the **Parishes of St. John the Baptist and St. Charles.**

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

YEAS 6 NAYS 0 ABSENT 1

The resolution was declared to be adopted on this 10<sup>th</sup> day of January 2019.

  
Corey Faucheux

Chairperson, River Parishes Transit Authority

1/10/19  
Date



## ST. JOHN THE BAPTIST PARISH COUNCIL

1805 West Airline Hwy.  
LaPlace, Louisiana 70068  
Office 985-652-1702  
Fax 985-652-1700

*November 13<sup>th</sup>, 2019*

Division A  
Larry Sorapuru, Jr.  
502 Hwy. 18 River Road  
Edgard, LA 70049  
Cell 504-218-9049

Division B  
Jaclyn S. Hotard  
1805 W. Airline Hwy.  
LaPlace, LA 70068  
Office 985-652-1702

District I  
Kurt Becnel  
5605 Hwy. 18 River Road  
Town of Wallace  
Vacherie, LA 70090  
Cell 504-330-6338

District II  
Julia Remondet  
1805 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-330-7739

District III  
Lemix Madere, Jr.  
P.O. Box 2617  
Reserve, LA 70084  
Cell 985-379-6188

District IV  
Marvin Perrilloux  
2108 Golfview  
LaPlace, LA 70068  
Cell 985-379-6168

District V  
Michael P. Wright  
1805 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-717-3936

District VI  
Larry Snyder  
1936 Cambridge Drive  
LaPlace, LA 70068  
Cell 985-379-6061

District VII

**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 12<sup>th</sup>, 2019.***

***“Councilman Sorapuru moved and Councilman Madere seconded the motion to grant administration authorization to enter into a Cooperative Endeavor Agreement (CEA) with the River Parishes Transit Authority to utilize the the St. John the Baptist Parish Council Chambers. The motion passed with Councilwoman Remondet and Councilman Perrilloux absent.”***

### 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 12<sup>th</sup> day of November, 2019.***

*November 13<sup>th</sup>, 2019*  
  
**Jackie Landeche**  
**Council Secretary**  
**St. John the Baptist Parish Council**