



ST. JOHN

THE BAPTIST PARISH

COOPERATIVE ENDEAVOR AGREEMENT

BY AND BETWEEN ST. JOHN THE BAPTIST PARISH AND ST. JOHN THE BAPTIST PARISH
SHERIFF OFFICE

THIS COOPERATIVE ENDEAVOR AGREEMENT, made and entered into this 9th day of April 2013, by and between St. John the Baptist Parish, officially domiciled at 1801 West Airline Highway, LaPlace, Louisiana 70068 (hereinafter referred to as "SJBP") and St. John the Baptist Parish Sheriff's Office, officially domiciled at 1801 West Airline Highway, LaPlace, Louisiana 70068 (hereinafter referred to as "SHERIFF").

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 ... may engage in cooperative endeavors with each other ...;" and

WHEREAS, SJBP desires to cooperate with the SHERIFF in the implementation of the Project as hereinafter provided;

WHEREAS, the public purpose is described as:

To perform and provide for public services and protection for the citizens, population and businesses of St. John the Baptist Parish, so as to be better prepared in emergency situations in order to reduce the loss of life and property through an all-hazards emergency management program of prevention, mitigation, preparedness, response and recovery, that would not otherwise be available to the citizens, population and businesses of St. John the Baptist Parish.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

In accordance with the Department of Homeland Security/GOHSEP Grant Number **2010-V0811-LA-IP** and under a cooperative endeavor agreement entered into with South Central Planning and Development Commission by SJBP, to which SJBP and SHERIFF both acknowledge and certify allows this transfer in the method and form herein utilized, SJBP does hereby deliver, at no cost to SHERIFF, possession and ownership of those items identified in the Item List hereto, in consideration of SHERIFF immediately putting in to full use said items in such a manner that the citizens, population and businesses of St. John the Baptist Parish will be protected in times of emergency, it being recognized by the parties that without which the lives and property of the citizens, population and businesses of St. John the Baptist Parish may be in peril and subject to irreparable harm and damage.

It has been determined by SJBP and SHERIFF that the accomplishment of the goals of this Cooperative Endeavor Agreement shall help save the lives and property of the citizens, population and businesses of those within the geographic boundaries of both South Central Planning and Development Commission and St. John the Baptist Parish. SHERIFF hereby acknowledges that there is a reasonable

expectation that the attainment of the public purpose of this Cooperative Endeavor Agreement will result in the overall economic development of St. John the Baptist Parish, which will exceed the value of the obligations of the SHERIFF contained herein, thereby serving a public purpose.

It has been further determined by SHERIFF and SJBP, that St. John the Baptist Parish and SHERIFF will be able to carry out emergency services in an enhanced manner that will better protect the lives and property of the citizens, population and businesses of those within the geographic boundaries of St. John the Baptist Parish.

SHERIFF agrees to fully implement and manage a plan of function and use the above-referenced items such that the items will be used to their maximum utility.

Termination Clause

SJBP may terminate this Cooperative Endeavor Agreement and demand return of all items for cause based upon the failure of the SHERIFF to comply with the terms and/or conditions of this contract; provided that SJBP shall give SHERIFF written notice specifying SHERIFF's failure. If within thirty (30) days after receipt of such notice, SHERIFF shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith and thereafter proceeded diligently to complete such correction, then SJBP may, at its option, place SHERIFF in default and require SHERIFF to return all items identified in the Item List or remit payment of the total amount of the items not returned, as calculated by the per item amount in the Item List.

SHERIFF may terminate this Cooperative Endeavor Agreement with SJBP with or without cause upon 30 days written notice. In such event, the SHERIFF shall return all items identified in the Item List or remit payment of the total amount of the items not returned, as calculated by the per item amount in the Item List.

Non-assignability

No interest, rights or obligations under this contract shall be assigned in whole or in part in any manner by SHERIFF, and SHERIFF shall not have the right to assign or sublease this right of use, without the consent of SJBP obtained beforehand in writing and in case of such assignment, sublease or succession so consented to, all of the conditions and provisions herein shall apply to such substituted party.

Auditors Clause

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors, SJBP, their assigned, and grantor agency shall have the option of auditing all accounts of SHERIFF which relate to this Cooperative Endeavor Agreement.

Term of Contract

This contract shall begin on the date first written above and shall terminate at such time as the items identified on Item List are determined to be obsolete in function or use, or this contract is otherwise terminated in writing.

Discrimination Clause

SHERIFF agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as

amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

SHERIFF agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by SHERIFF, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Each and every provision of law and clause required by law to be inserted into this contract shall be deemed inserted herein and applicable with this contract being read, enforced, and interpreted as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party or upon the required interpretation of a competent court of law, this contract shall forthwith be amended to make such insertion or correction.

THUS DONE, SIGNED AND DULY EXECUTED in St. John the Baptist Parish on the day, month and year first written above.

IN WITNESS WHEREOF, on the date first written above, the undersigned individuals represent that they have read and do understand the terms of this contract and are authorized to sign on behalf of their respective entities as an authorized signatory.

WITNESSES SIGNATURES:

Theresa Rodgers
Dana Melis

WITNESSES SIGNATURES:

ST. JOHN THE BAPTIST PARISH:

By: Natchie Kotzler

Title: Parish President

ST. JOHN THE BAPTIST PARISH SHERIFF OFFICE:

By: D. W. Segen

Title: Sheriff

ITEM LIST

200 Spare Batteries for Portable Radios - Price (each) \$98.00 - Total \$19,600.00
53 Batteries Impress - Price (each) \$86.06 - Total \$ 4561.18



ST. JOHN THE BAPTIST PARISH COUNCIL

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

April 15th, 2013

Division A
Lucien J. Gauff, III
670 W. 2nd Street
LaPlace, LA 70068
Cell 504-222-4585

Division B
Jaclyn Hotard
1805 W. Airline Hwy.
LaPlace, LA 70068
Office 985-625-1702

District I
Art Smith
192 E, 12th Street
Edgard, LA 70049
Cell 985-379-6028

District II
Ranney Wilson
820 Garyville Northern
Garyville, LA 70051
Cell 985-379-6285

District III
Lennix 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
16 Windsor Court
LaPlace, LA 70068
Cell 985-579-4377

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

District VII
Cheryl Millet
1925 Ridgefield Drive
LaPlace, LA 70068
Cell 985-296-6046

Natalie Robottom, Parish President
ST. JOHN THE BAPTIST PARISH
1801 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, April 9th, 2013.

“Councilman Wilson moved and Councilwoman Hotard seconded the motion to grant administration authorization to execute a Cooperative Endeavor Agreement with St. John the Baptist Parish Sheriff’s Office regarding Department of Homeland Security/GOHSEP Grant funded batteries. The motion passed with Councilman Smith 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 9th day of April, 2013.

April 15th, 2013

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council

