ST JOHN THE BAPTIST PARI
ELIANA DEFRANCESCH Clerk of Court
I certify that this is a true copy of the original filing that was recorded on:
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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
SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION

This **AGREEMENT** is made and entered into on this 12th 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 **South Central Planning & Development Commission, 5058 West Main St., Houma, LA 70360**, represented by **Kevin Belanger**, Executive Director, hereinafter referred to as **"Commission"** under the following terms and conditions. **St. John the Baptist Parish Council** and the **South Central Planning & Development Commission** 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 **Parish** is seeking a Professional Services Agreement with the **Commission** to conduct a Water Meter Reconciliation Study parish wide; and

WHEREAS, the **Commission** will attempt to identify residential units that do not have a legally registered water meter account through the reconciliation process of various databases; and

WHEREAS, a comparison of databases will help in identifying those occupied residential units that are not currently using a legitimate water meter; and

WHEREAS, the **Parish** will benefit by verifying all billing addresses for water meters throughout the Parish: and

WHEREAS, the **Parish** believes the expenditure of public funds is not a gratuitous donation as something of value will be provided in return.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, **St. John Baptist Council** and the **South Central Planning & Development Commission** hereby agree as follows:

ARTICLE II
SCOPE OF SERVICES

The goal is to accumulate a single database of all official housing addresses by comparing varying databases such as water meter registrations, 911 addresses, Post Office registrations, Assessors' inventory of properties, Sales and Use Tax registrations, Utility billing information and other reliable databases of addresses. The list must be compiled and consistently managed so that accuracy is maintained during the project.

Parish revenues for water services are currently dependent upon the billing collection efforts of the Utilities Department. Once the process has been completed, it will be given to the **Parish** to investigate field anomalies and pursue remedies and for corrective action.

Task A: Initial Meeting of Responsible Parties (Approximately 2 months)

Prior to launching the project, the **Commission** will work with the **Parish** to discuss the development process of the project. The **Commission** recommends adherence to the Postal Addressing Standards to simplify and improve address assignments and identification. The **Parish** can reduce addressing errors by further limiting the available addressing component list and fields available in the Postal Addressing Standards.

- The **Commission** will review the E-911 address data management process
- The **Commission** will assist in the development of improvements to the data management system to insure the integrity of the historic data.
- The **Commission** will coordinate with E-911 to receive all changes and additions to the current address list.

Task B: Gathering Database Records (Approximately 2 months)

- The **Commission** will obtain all possible databases from public and private entities.
- The **Commission** will transfer all databases into a universal medium.

Task C: Reconciliation of Databases (Approximately 3 months)

- The **Commission** will identify the best database to use as a base comparison to all others collected.

- The **Commission** will compare all retrieved databases to the master database to identify unmatched addresses.

Task D: <u>Delivery of Reconciliation Databases (Approximately 2 weeks)</u>

- The **Commission** will deliver the associated files of addresses properly billed, the new addresses to be billed and addresses that need further field investigation.

ARTICLE III
PAYMENT TERMS

In consideration of the services described above, the **Parish** agrees to pay a flat fee of $35,000 for these efforts. As **Task A** is essential to the success of the project, and if it cannot be completed, the **Parish** shall not be responsible for any other costs related to this project other than Task A.

Task A: $10,000.00
Task B: $ 5,000.00
Task C: $15,000.00
Task D: $ 5,000.00

ARTICLE IV
TERMINATION FOR CAUSE

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

ARTICLE V
TERMINATION FOR CONVENIENCE

The **Parish** may terminate the **Agreement** at any time by giving thirty (30) days written notice to the **Commission**. Upon receipt of notice, the **Commission** shall be entitled to payment for deliverables in progress by the **Parish** to the extent work has been performed satisfactorily.

ARTICLE VI
TERMS

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**.

Term of Agreement. The term of this **Agreement** shall commence January 1st, 2020 and end June 30th, 2020. For any reason outside of the control of the **Commission**, which may delay the completion of this project, the **Commission** may ask and be granted a no cost time extension to a reasonable period of time determined by both parties and subject to approval by the St. John the Baptist Parish Council.

Authority; Modification. No supplement, modification, or amendment of this **Agreement** shall be binding unless executed in writing , signed by both **Parties** and subject to approval by the St. John the Baptist Parish Council.

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.

Attorney's Fees and Costs. If any legal action or other proceeding is brought in connection with this **Agreement**, the successful or prevailing **Party** shall be entitled to recover reasonable attorney's fees and other related costs, in addition to any other relief to which the **Party** is entitled.

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.

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 that 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.

Applicable Law. This **Agreement** shall govern by the laws of the State of Louisiana, St. John the Baptist Parish Council and the South Central Planning & Development Commission.

IN WITNESS WHEREOF, the **Parties** have executed this Agreement as of this 12th day of November, 2019.

WITNESSES:

ST. JOHN THE BAPTIST PARISH

Natalie Robottom
Parish President

WITNESSES:

SOUTH CENTRAL PLANNING & DEVELOPMENT COMMISSION

Kevin Belanger
Executive Director

RESOLUTION

A RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER, MR. KEVIN P. BELANGER, TO SIGN ANY AND ALL DOCUMENTS, INCLUDING BANK DRAFTS, AND TO ENTER INTO CONTRACTS AND AGREEMENTS ON BEHALF OF SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION.

WHEREAS, the actions taken by Mr. Kevin P. Belanger, in his capacity as Chief Executive Officer and representative of South Central Planning and Development Commission, require the authorization of the Board of Commissioners to sign any and all documents, including bank drafts, which in his discretion are in the best interest of said Commission;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners for South Central Planning and Development Commission that, authorization is hereby granted to Mr. Kevin P. Belanger, in his capacity as the Chief Executive Officer of South Central Planning and Development Commission, to sign any and all documents, including bank drafts, and to enter into contracts and agreements which, in his discretion, are in the best interest of the operations of the Commission.

I, Barry P. Bonvillain, Chairman of South Central Planning and Development Commission, do hereby certify the above to be a true and correct copy of the resolution adopted at the August 12, 1998, Commission meeting by a vote of the Board of Commissioners and that same is in full force and effect and has not been revoked or rescinded in any manner.

WITNESS my signature as Chairman of South Central Planning and Development Commission, this 12th day of August, 1998.

Barry P. Bonvillain, Chairman
South Central Planning and Development Commission

ST. JOHN THE BAPTIST PARISH COUNCIL

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

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
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
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
Thomas Malik
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-402-0302

November 13th, 2019

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 12th, 2019.

"Councilman Madere moved and Councilman Snyder seconded the motion to grant administration authorization to enter into a Cooperative Endeavor Agreement (CEA) with South Central Planning & Development Commission to conduct a Water Meter Reconciliation Study parish wide. The motion passed with 6 yeas, 2 absent (Remondet, Perrilloux) and 1 abstaining (Hotard Gaudet)."

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 12th day of November, 2019.

November 13th, 2019

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council