

**COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN  
ST. JOHN THE BAPTIST PARISH COUNCIL  
AND  
ST. JOHN THE BAPTIST PARISH LIBRARY BOARD**

**THIS AGREEMENT**, entered into on the 14<sup>th</sup> day of July 2020, by and between the **ST. JOHN THE BAPTIST COUNCIL (Parish)**, herein represented by Jaclyn Hotard Parish President and **ST. JOHN THE BAPTIST PARISH LIBRARY BOARD, (Library)** herein represented by Andrea Tullos, Library Director, duly authorized to enter into this agreement on behalf of the Library Board via resolution 06222020-2 passed on the 22<sup>nd</sup> day of June 2020, do declare that:

ST JOHN THE BAPTIST PARISH  
ELIANA DEFRANCESCH  
Clerk of Court  
I certify that this is a true copy of the  
original filing that was recorded on:  
08/19/2020 10:22AM  
374148 MO  
Deputy Clerk

**WHEREAS**, Louisiana Revised Statutes Title 25, gives the Library Board charge over the employment and expenses necessary to operate the library system; and

**WHEREAS**, Article VI, Section 44(2) of the Constitution defines political subdivision as “a parish, municipality, and any other unit of local government, including a special district, authorized by law to perform governmental functions”; and

**WHEREAS**, Article VII, Section 14(C) of the Constitution allows a political subdivision to engage in cooperative endeavors with other political subdivision for a public purpose; and

**WHEREAS**, the Library participates in the health, dental and life insurance program offered by the Parish Government for all regular full-time employees and their dependents. *St. John the Baptist Library Board Policy and Procedure Manual Section V-H-1*

**WHEREAS**, the Library has maintained continuity with the Parish relative to third party payroll and benefits management for benefits congruency.

**WHEREAS**, the Parish has switched from ADP to Ultimate Software Group, Inc. for their payroll and benefits management.

**WHEREAS**, the Library is wanting to switch services from ADP to Ultimate Software Group, Inc. to maintain congruency with the Parish for the service of health, dental, and life insurance for their employees.

**WHEREAS**, the Library is seeking to reduce its expense for third party payroll and benefits management and the switch to Ultimate Pro Software will save approximately nine hundred and sixty-eight dollars per month for all employees resulting in a reduction operating costs which allows the library to provide more services to the community.

**WHEREAS**, Ultimate Pro Software has a minimum employee threshold for services of 150 employees and the Library does not meet that threshold.

**WHEREAS**, the Parish is able to Amend their contract with Ultimate Pro Software to add the Library employees.

**WHEREAS**, Ultimate Pro Software will bill each entity separately and in function, treat the Library and the Parish as separate entities.

**WHEREAS**, the Parish will benefit having the Library employees on the same system for the management of the benefits and at no additional costs to the parish.

**NOW, THEREFORE**, in consideration of the desires and responsibilities of the parties, herein, the mutual benefits conferred and other good and valuable consideration, the Parish and the Library hereby covenant and agree with each other to establish, by virtue of this Agreement, a contractual relationship for the Parish to enter into a contract for third party payroll and benefit management on behalf of the Library, which shall be governed by the conditions and terms, as follows:

## **ARTICLE I DEFINITIONS**

**SECTION 1.01. Defined Terms.** As used herein the following terms shall have the following meanings unless the context otherwise requires, and such meanings shall be equally applicable to both singular and plural forms of the terms herein defined:

“**Agreement**” shall mean this Cooperative Endeavor Agreement

“**Company**” shall mean The Ultimate Software Group LLC

“**Contract**” shall mean the Contract between St. John the Baptist Parish Council and The Ultimate Software Group, Inc. dated May 26, 2020.

“**Amendment**” shall mean the proposed amendment to the May 26, 2020 contract between St. John the Baptist Parish Council and The Ultimate Software Group, Inc. to add the St. John the Baptist Parish Library Board and its employees to the contract.

“**CEA**” shall have the same meaning as “Agreement”.

“**Parish**” shall mean the St. John the Baptist Parish Council.

“**Library**” shall mean St. John the Baptist Parish Library Board of Control.

“**Services**” shall mean those payroll and benefit management services provided by The Ultimate Software Group, Inc.

**SECTION 1.02. Rules of Interpretation.** Unless the context clearly indicates to the contrary, the following rules shall apply to the interpretation and construction of this Agreement:

- (a) Words importing the singular number shall include the plural number and vice versa.
- (b) All references herein to particular articles or sections are references to articles or sections of this Agreement.

- (c) The captions and headings herein are solely for convenience of references and shall not constitute part of this Agreement, nor shall they affect its meaning, construction or effect.
- (d) The terms “hereby,” “hereof,” “hereto,” “herein,” “herein below,” “hereunder” or any similar terms as used in this Agreement refer to the Agreement in its entirety and not the particular article or section of this Agreement in which they appear, and the term “hereafter” means after and the term “heretofore” means before the date of execution of this Agreement.

**ARTICLE II**  
**COVENANTS AND REPRESENTATIONS OF THE PARTIES**

**SECTION 2.01. Covenants and Representations of St. John the Baptist Parish Council.**

The Parish hereby agrees, covenants and represents as follows:

- A. The Parish has determined that this CEA serves a public purpose, and the need for congruency in third party services for benefit management for the Library employees is necessary to maintain accurate records and to avoid disruption to the Parish in benefits management while reducing the effort and expense of having to maintain these records in two separate systems.
- B. The Parish shall amend their contract with the Company to include the Library system and their employees.
- C. The Parish acknowledges that the Library’s Ultimate Pro system shall be maintained separately from that of the Parish and their access shall be limited to those parameters set by the Library.
- D. The Parish shall not have any access to information, protected or otherwise, of the Library Employees, with the exception of their continuation of providing, servicing and managing benefits as has been done under the prior ADP system.
- E. The Parish shall not create, amend, alter, or in any way affect the obligations of the Library board relative to services received from the Company.
- F. The Parish shall take whatever steps necessary to allow the Library to manage and discuss their account with the Company.

**SECTION 2.02. Covenants and Representations of the St. John the Baptist Parish Library Board.**

The Library hereby agrees, covenants and represents as follows:

- A. The Library has determined that this CEA serves a public purpose, is needed for the continued benefits service provided by the Parish and will provide a costs savings to the Library.
- B. The Library shall maintain the function and authority over their Ultimate Software system and continue to work with the Parish to allow for the coordination of benefits as was previously done with ADP.

- C. The Library shall take all steps necessary in implementation and management to maintain their own independent Ultimate Pro System and protect any and all information, protected or otherwise, of their employees.
- D. The Library shall set parameters and permissions necessary for the Parish to continue to service the Library employee's benefits.
- E. The Library shall be responsible for the charges incurred and amounts owed under and in accordance with the amendment and shall hold the Parish harmless for those charges related to the Library employees and the services provided by the Company to the Library.

### **ARTICLE III GENERAL PROVISIONS**

**SECTION 3.01. General Provision.** The Parish and the Library agree to bind their entities to the following provision:

- 1) The Library herein gives authority for the Parish to enter into an agreement with Ultimate Software Group Inc. in accordance with the Amendment dated April 8, 2020, to bind the Library to terms and conditions contained therein, for the services provided by The Ultimate Software Group Inc., for third party payroll and benefits management for the Library.
- 2) This Agreement shall not be construed as an assignment or transfer of any authority or autonomy over the Library's financial, managerial, or employment powers. The express agreement herein is only for the Parish to enter into a contract for third party payroll and benefits management services with Company.

### **ARTICLE V ADDITIONAL PROVISIONS**

**SECTION 5.01. Entire Agreement.** This Agreement and the exhibits hereto shall constitute the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

**SECTION 5.03. Severability.** If any terms or provisions of this Agreement shall be invalid or unenforceable, the remainder of this Agreement's, terms, provisions or applications to circumstances which is not held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.



# ST. JOHN THE BAPTIST PARISH COUNCIL

1811 West Airline Hwy.  
LaPlace, Louisiana 70068  
Office 985-652-1702  
Fax 985-652-1700

Division A  
Lennix Madere, Jr.  
P.O. Box 2617  
Reserve, LA 70084  
Cell 985-379-6188

July 15<sup>th</sup>, 2020

Division B  
Michael P. Wright  
1811 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-717-3936

**Jaclyn Hotard, Parish President**  
**ST. JOHN THE BAPTIST PARISH**  
**1811 W. Airline Hwy.**  
**LaPlace, LA 70068**

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

**Dear Mrs. Hotard:**

**Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, July 14<sup>th</sup>, 2020.**

District II  
Warren Torres, Jr.  
1811 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-444-4153

**“Councilwoman Schnyder moved and Councilman Malik Seconded the motion to grant administration authorization to enter into a Cooperative Endeavor Agreement (CEA) with St. John the Baptist Parish Library Board in order to maintain congruency between the Parish and the Library for the services of health, dental and life insurance for the Library employees. The motion passed with Councilman Torres absent.”**

District III  
Tammy Houston  
1811 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-444-3956

## CERTIFICATION

District IV  
Tyra Duhe-Griffin  
1811 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-444-4177

**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 14<sup>th</sup> day of July, 2020.**

District V  
Robert J. Arcuri  
1811 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-444-3167

July 15<sup>th</sup>, 2020

District VI  
Tonia Schnyder  
1811 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-444-4283

**Jackie Landeche**  
**Council Secretary**  
**St. John the Baptist Parish Council**

District VII  
Thomas Malik  
1811 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-402-0302

**SECTION 5.04. Additional Instruments.** The parties hereto agree that, when called on to do so, each of them will execute such other instruments in writing or do such other things that are required in order to give full effect to the covenants and conditions required of them under this Agreement.

**SECTION 5.05. Applicable Law.** Both political subdivisions hereby consent and yield to the jurisdiction of the State Civil Courts for the Parish of St. John the Baptist and do hereby formally waive any pleas of jurisdiction.

**SECTION 5.06. Amendments, Supplements and Modifications.** This Agreement may not be amended, supplemented or modified, except in writing and executed by the parties hereto.

**SECTION 5.18. Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

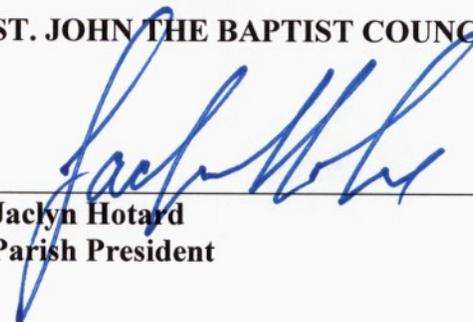
**IN WITNESS WHEREOF**, the Parish and Library have caused this Cooperative Endeavor Agreement to be executed, sealed, and delivered as of the 14th day of July, 2020.

**WITNESSES:**

DESTANDA FIRMIN  
**PRINT NAME:**

Deanna Schexnayder  
**PRINT NAME:**

**ST. JOHN THE BAPTIST COUNCIL**

  
**Jaclyn Hotard**  
**Parish President**

**WITNESSES:**

Andrea FTullos  
**PRINT NAME:**

Nycole B. Colbert  
**PRINT NAME:**

**ST. JOHN THE BAPTIST PARISH LIBRARY BOARD**

  
**Lisa T. Wilder**  
**Facilitator**