



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 CONVENTION, TOURISTS, AND VISITORS COMMISSION

This AGREEMENT is made and entered into on this 25th day of June 2019 between the **St. John the Baptist Parish Council**, hereinafter referred to as "**Parish**", represented by Natalie Robottom, Parish President and the **River Parishes Convention, Tourists, and Visitors Commission, 671 Belle Terre Blvd, LaPlace, LA 70068**, represented by **Gary Boe, Jr.**, Executive Director, hereinafter referred to as "**Commission**" under the following terms and conditions. St. John the Baptist Parish Council and the River Parishes Convention, Tourist, and Visitors 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 Commission 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 Tourist Commission with adequate and appropriate space to conduct its public meetings in an environment secure, easily accessible by the public and with the necessary audio/visual equipment to allow for the easy recording and broadcasting of the Commission's proceedings thereby increasing transparency and public awareness and stakeholder engagement; and

WHEREAS, the facilities described in this 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 is at least equivalent to or greater than the consideration described in this Agreement; and

WHEREAS, the public will benefit by the tourism activity throughout the Parish resulting in increased revenue of local sales and use tax dollars through a prospective increase of tourists and visitors staying in the hotels and motels and visiting attractions and related businesses situated within the Parish. The Parish receives hotel/motel occupancy tax which is allotted annually through the Visitor's Enterprise Funds in accordance with RS.47:332.4; and

WHEREAS, the Parish believes the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, in exchange for use of the Council Chambers and designated common areas for such purposes, the Commission desires to hold harmless the Parish from any claims and/or litigation arising out of the Commission's use of the facility. This applies for use 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 Convention, Tourist, and Visitors Commission hereby agree as follows:

ARTICLE II SCOPE OF SERVICES

The Parish supports the efforts of the Commission and the activities undertaken at its meetings. The Parish and the Commission have determined that this Agreement serves a public purpose by reducing the expenditure of public funds for the efforts directed at attracting conventions, tourists and visitors to the Parish and a prospective increase in hotel/motel taxes and a prospective increase of tourists and visitors staying in the hotels and motels within the Parish.

Specific objectives include but are not limited to:

1. The Commission 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. The Commission shall utilize and compensate the Parish approved vendor to film and record services within the Council Chambers or other public facility.
3. If the Commission elects to utilize another vendor for filming and recording services, the vendor shall furnish his own equipment.
4. There will be no food or drinks allowed in the Chamber; only in the designated commons areas.
5. 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 Convention, Tourists, and Visitors Commission.

ARTICLE III DELIVERABLES

1. The Parish shall provide meeting space as previously mentioned therein.
2. The Commission 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 Commission agrees to cover all physical damages to the facility that may result from accidents or vandalism arising out of the Commission's use.
3. The Commission 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 the Commission hereby agree to provide benefits to one another.

**ARTICLE V
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 VI
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, unless the notice directs otherwise, immediately discontinue use of the Chamber 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 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.

5. **Entire Agreement.** This Agreement contains the entire Agreement between the parties and supersedes all Agreement 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 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.
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 Convention, Tourists, and Visitors Commission.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of this 25th day of June, 2019.

WITNESSES:

Laraine Toombs
Deanna Schenayder

ST. JOHN THE BAPTIST PARISH

Natalie Robottom
Natalie Robottom
Parish President

WITNESSES:

Wesley Hany
Alenandra Martin

RIVER PARISH CONVENTION, TOURISTS, AND VISITORS COMMISSION

[Signature]
Gary Boe, Jr.
Executive Director



ST. JOHN THE BAPTIST PARISH COUNCIL

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

June 26th, 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
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

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, June 25th, 2019.

“Councilman Sorapuru moved and Councilwoman Remondet seconded the motion to grant administration authorization to enter into a Cooperative Endeavor Agreement (CEA) with the River Parishes Convention, Tourists and Visitors Commission to utilize the St. John the Baptist Parish Council Chamber. The motion passed with 8 yeas and 1 abstaining (Snyder).”

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 25th day of June, 2019.

June 26th, 2019

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council