



ST. JOHN

THE BAPTIST PARISH

1801 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569



ST JOHN THE BAPTIST PARI
ELIANA DEFRANCESCHI Clerk of Court
I certify that this is a true copy of the
original filing that was recorded on:
12/17/2018 8:49AM
362652- MO

Deputy Clerk

[Signature] #82951

COOPERATIVE ENDEAVOR AGREEMENT BETWEEN ST. JOHN THE BAPTIST PARISH SHERIFF'S OFFICE AND ST. JOHN THE BAPTIST PARISH

THIS COOPERATIVE ENDEAVOR AGREEMENT ("CEA" or "Agreement") is hereby made and entered into this 23rd day of October, 2018, by and between Mike Tregre, in his capacity as Sheriff of St. John the Baptist Parish, which office is located at 1801 W. Airline Hwy., LaPlace, LA, 70068 (hereinafter referred to as "**Sheriff's Office**"); and St. John the Baptist Parish, located at 1801 W. Airline Hwy., LaPlace, LA, 70068 (hereinafter referred to as the "**Parish**") represented herein by Parish President Natalie Robottom, who, as Chief Executive Officer of the Parish, enters into this CEA to execute the policies of the St. John the Baptist Parish 911 Communications District (hereinafter referred to as the "**Communications District**") and Parish Council.

WITNESSETH

WHEREAS, Article VI, Section 44(2) of the Louisiana Constitution of 1974, as amended, (the "**Constitution**") defines *political subdivision* as "a parish, municipality, and any other unit of local government, including a school board or special district, authorized by law to perform governmental functions"; and

WHEREAS, Article VII, Section 14(C) of the Constitution, as amended, provides that for a public purpose, "political subdivisions may engage in cooperative endeavors with each other"; and

WHEREAS, the Parish is a political subdivision of the State of Louisiana that is organized and existing pursuant to Title 13 of the Louisiana Revised Statutes; and

WHEREAS, the Sheriff is a political subdivision of the State of Louisiana that is organized and existing pursuant to Title 13 of the Louisiana Revised Statutes; and

WHEREAS, pursuant to Article VI, Section 5 of the Constitution, the Parish operates under the provisions of the St. John the Baptist Parish Home Rule Charter ("**Charter**"); and

WHEREAS, pursuant to Article III, Section A(1)(a) of the Charter, the governing authority shall be the St. John the Baptist Parish Council ("**Council**"), which shall consist of nine (9) members and the Parish President; and

WHEREAS, pursuant to Article VI, Section A(7)(c) of the Charter, the Council may authorize the Parish to enter into agreements with other governmental entities; and

WHEREAS, pursuant to Article III, Section B(3)(a) of the Charter, the Parish President (“President”) is responsible for the faithful execution of all acts of the Council; and

WHEREAS, Chapter 34, Section 25 of the Parish Code of Ordinance (hereinafter, “Ordinance 34-25”) provides that the “Communications District” is governed by the Parish Council and operated by the Parish President along with the Sheriff; and

WHEREAS, the Parish and the Sheriff’s Office recognize that to maintain public safety and security within the Parish, the Communications District must maintain efficient lines of communication between and/or amongst the Parish’s first responders and other emergency personnel with the ability to reach all areas within the Communications District; and

WHEREAS, the Parish President and the Sheriff’s Office, pursuant to their duty to operate the Communication District, shall cause a new Tower Building to be constructed on Sheriff’s Office property, 100 Barton Granier Drive, LaPlace, Louisiana (hereinafter, “Tower”); and

WHEREAS, the Sheriff’s Office has obtained grant funding for construction of the Tower in the amount of \$562,500, however, the Parish and Sheriff’s Office recognize that the cost to construct, equip, and put the Tower into use is likely to exceed the grant funding received; and

WHEREAS, the Parish Council shall adopt an ordinance providing that the Parish Communications District shall provide the additional cost that exceeds the \$562,500 grant fund obtained by the Sheriff’s Office for a not to exceed amount of \$187,500 and/or to authorize the Parish President to execute this CEA; and

WHEREAS, the Communications District shall assume 100% ownership after completion of the Tower and shall retain all income, revenues and/or proceeds generated from the Tower; and

WHEREAS, the Parish and the Sheriff’s Office agree to comply with the terms of this Agreement governing each party’s responsibility with regards to the payment from the new Tower and equipment purchase for the Tower once in full operation, and shall operate the Communications District in accordance with same; and

WHEREAS, by fulfilling the terms of this CEA for the public purpose of construction of the new Tower to improve the operation of the Communications District, both the Parish and the Sheriff’s Office reasonably anticipate obtaining a benefit equal to or exceeding the consideration to be provided by each entity;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is agreed as follows:

SECTION 1. Preamble and Recitals Incorporated. The foregoing whereas clauses are hereby incorporated as a part of this Agreement.

SECTION 2. Purpose. The purpose of this CEA is to establish the responsibilities between the Sheriff’s Office and the Communications District with regards to the payment of construction, purchase and installation of equipment at the new Tower located 100 Barton Granier Drive.

SECTION 3. Payment Terms.

Responsibilities of the Sheriff's Office:

- 1) The Sheriff's Office shall pay the full amount of the bid as work is performed and invoices are received from the contractor(s) and/or vendor(s) awarded the bid for work and equipment relating to the new Tower.
- 2) For each invoice paid to the contractor(s) and/or vendor(s) for work performed and equipment purchased or installed, the Sheriff's Office shall issue to the Communications District an invoice for all costs of the new Tower, after grant funds of \$562,500 are exhausted and a not to exceed amount of \$187,500.

Responsibilities of the Communications District:

- 1) The Communications District shall pay to the Sheriff's Office the remaining balance of all payments made to the contractor(s) and/or vendor(s), after the Sheriff's Office grant funds of \$562,500 are exhausted and a not to exceed amount of \$187,500, within thirty (30) days of receipt of the invoice.

Responsibilities for Tower:

- 1) The Communications District will assume 100% responsibility and authority for the tower as dictated in Article II Chapter 34 Section 25 "Communications District" in the St. John Parish Code of Ordinances.
- 2) The Communications District shall have complete and total access at all times and in all areas of the site.

SECTION 4. Modifications. This Agreement sets forth the full and entire understanding of the parties regarding the matter herein. This Agreement may be modified by mutual consent of the parties. However, such modification(s) shall be in writing.

SECTION 5. Indemnification and Hold Harmless. Each party signing this Agreement agrees to indemnify and hold all other parties harmless and waives all claims for compensation for any loss, damage, personal injury, death, or other entanglement incurred arising as a consequence of general or specific acts or omissions of the indemnifying parties' own employees, agents, authorized and designated representatives in the performance of this agreement.

SECTION 6. 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 7. 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.

SECTION 8. Notice and Request. All notices, requests, demands and other communications shall be in writing and shall be deemed to be duly given when delivered by hand, or otherwise when given four business days after mailing by registered or certified mail, postage prepaid, return receipt requested:

If to Parish:

St. John the Baptist Parish
Natalie Robottom, Parish President
Percy Herbert Building
1801 W. Airline Highway
LaPlace, Louisiana 70068

If to Sheriff:

St. John the Baptist Parish Sheriff's Office
Michael Tregre, Sheriff
1801 W. Airline Highway
LaPlace, Louisiana 70068

SECTION 9. 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 10. Applicable Law. Both political subdivisions hereby consent and yield to the jurisdiction of the 40TH Judicial District Court for the Parish of St. John the Baptist, and do hereby formally waive any pleas of jurisdiction, in case of any civil action relating to this agreement.

SECTION 11. 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.

SECTION 12. Termination for Cause. The Parish may terminate this agreement for cause based upon the failure of the Sheriff to comply with the terms and/or conditions of this agreement, provided that Parish shall give the Sheriff written notice specifying the Sheriff's failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This agreement shall terminate thirty (30) calendar days from the date the notice was mailed.

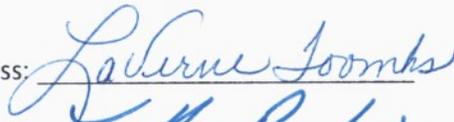
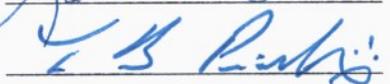
SECTION 13. Termination for Convenience. Parish may terminate this **Agreement** at any time by giving thirty (30) days written notice to the **Sheriff** of its intent to terminate this agreement. The **Sheriff** shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

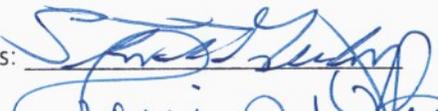
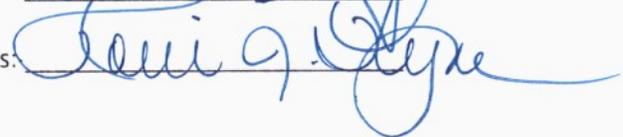
SECTION 14. Length of Agreement. The work required to complete all construction shall automatically terminate upon satisfactory completion of all services and obligations described herein, unless extended by Amendment and subject to approval by the St. John the Baptist Parish Council.

IN WITNESS THEREOF this agreement has been executed and approved on the date and month set forth hereinabove and is effective and operative as to each of the parties herein provided.


Natalie Robottom
Parish President
St. John the Baptist Parish


Mike Tregre
Sheriff
St. John the Baptist Parish

Witness: 
Witness: 

Witness: 
Witness: 



ST. JOHN THE BAPTIST PARISH COUNCIL

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

October 25th, 2018

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
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, October 23rd, 2018.

“Councilman Wright moved and Councilman Malik seconded the motion to grant administration authorization to enter into a Cooperative Endeavor Agreement (CEA) between the 911 Communications District and the Sheriff’s Office for Construction of a New Tower. The motion passed with Councilwoman Hotard 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 23rd day of October, 2018.

October 24th, 2018,

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council