COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR, made and entered into this 24th day of September, 2019 by and between SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION, A Political Subdivision of the State of Louisiana, hereinafter referred to as the "SCPDC", and St. John the Baptist Parish, officially domiciled at 1801 W. Airline Hwy, LaPlace, LA 70068 hereinafter referred to as the " St. John the Baptist Parish."

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, the SCPDC desires to cooperate with the Contracting Party 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, Louisiana, 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 EMW-2017-SS-00058-S01, SCPDC does hereby deliver possession and ownership to Parish of those items identified in Attachment 1 hereto, in consideration of St. John the Baptist Parish immediately putting in to full use said items in such a manner that the citizens, population and businesses of St. John the Baptist Parish and the Commission's District 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 and District may be in peril and subject to irreparable harm and damage.

It has been determined by SCPDC and St. John the Baptist Parish 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. SCPDC 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 the Commission's District, which will exceed the value of the obligations of the SCPDC contained herein, thereby serving a public purpose.

It has been further determined by SCPDC and St. John the Baptist Parish, that St. John the Baptist Parish 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 both South Central Planning and Development Commission and St. John the Baptist Parish.

St. John the Baptist Parish 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

SCPDC may terminate this Cooperative Endeavor Agreement and demand return of all items for cause based upon the failure of the St. John the Baptist Parish to comply with the terms and/or conditions of the agreement; provided that SCPDC shall give St. John the Baptist Parish written notice specifying St. John the Baptist Parish failure. If within thirty (30) days after receipt of such notice, St. John the Baptist Parish 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 SCPDC may, at its option, place the St. John the Baptist Parish in default and require St. John the Baptist Parish to return all items identified in Attachment 1.

Nonassignability

St. John the Baptist Parish shall not assign any interest in this contract by assignment, transfer, or novation. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State and the Office of Contractual Review.

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 shall have the option of auditing all accounts of St. John the Baptist Parish which relate to this Cooperative Endeavor Agreement.

Term of Contract

This contract shall begin on (beginning date) and shall terminate on at such time as the items identified on attachment 1 are determined to obsolete in function or use.

Discrimination Clause

St. John the Baptist Parish 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 contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

St. John the Baptist Parish 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 St. John the Baptist Parish, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

THUS DONE AND SIGNED AT _____, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day of (enter date).

WITNESSES SIGNATURES:

South Central Planning and Development Commission:

By:

Title: Chief Executive Officer

WITNESSES SIGNATURES:

ST. JOHN THE BAPTIST PARISH:

By: Natalie Robottom

Title: Parish President

FY	Qty	Item	Nims Typed Discipline	Nims Typed Resource Supported	Price (each)	Total	Parish or Municipality	Received Date	Qty Inventoried	Difference
Fy17	12	SCOTT 60 min SCBAs	State / Local Other (provide in comments section)	State / Local Other (provide in comments section)	$1,070.95	12,851.40	St. John the Baptist	05/11/18		
	1 ea	DE Tube SIM Test 111 5/pk	State / Local Other (provide in comments section)	State / Local Other (provide in comments section)	$72.72	72.72	St. John the Baptist	05/22/19		
	1 ea	DeTube SIM Test/II 5/Pk	State / Local Other (provide in comments section)	State / Local Other (provide in comments section)	$72.72	72.72	St. John the Baptist	05/22/19		
	1 ea	Trichloroethyln DTCTR Tub 10/pk	State / Local Other (provide in comments section)	State / Local Other (provide in comments section)	$68.25	68.25	St. John the Baptist	05/22/19		
	1 ea	DETube Oxygen 5%/C 10/pk	State / Local Other (provide in comments section)	State / Local Other (provide in comments section)	$148.56	148.56	St. John the Baptist	05/22/19		
	1 ea	DeTube Hydrcycn Acid 5/A 10pk	State / Local Other (provide in comments section)	State / Local Other (provide in comments section)	$68.04	68.04	St. John the Baptist	05/22/19		
	1 ea	Civil Defense Tube Set 1 1/pk	State / Local Other (provide in comments section)	State / Local Other (provide in comments section)	$264.28	264.28	St. John the Baptist	05/22/19		
	1 ea	Civil Defense Tube Set V	State / Local Other (provide in comments section)	State / Local Other (provide in comments section)	$264.28	264.28	St. John the Baptist	05/22/19		
	1 ea	DeTube NITRS FMES .2030PPM	State / Local Other (provide in comments section)	State / Local Other (provide in comments section)	$66.30	66.30	St. John the Baptist	05/22/19		
	1 ea	DeTube H2S 5/B 10/pk	State / Local Other (provide in comments section)	State / Local Other (provide in comments section)	$61.98	61.98	St. John the Baptist	05/22/19		
	1 ea	DeTube CO2 5/A 10/pk	State / Local Other (provide in comments section)	State / Local Other (provide in comments section)	$60.36	60.36	St. John the Baptist	05/22/19		
	1 ea	DeTube CO 10/B 10/pk	State / Local Other (provide in comments section)	State / Local Other (provide in comments section)	$89.48	89.48	St. John the Baptist	05/22/19		
	1 ea	DeTube Hydrcrbns 1/B 10/pk	State / Local Other (provide in comments section)	State / Local Other (provide in comments section)	$60.36	60.36	St. John the Baptist	05/22/19		
	1 ea	DeTube Acetone 100/B 10/Pk	State / Local Other (provide in comments section)	State / Local Other (provide in comments section)	$68.25	68.25	St. John the Baptist	05/22/19		
	1 ea	DeTube EthlyAcett 200/A 10 pk	State / Local Other (provide in comments section)	State / Local Other (provide in comments section)	$66.30	66.30	St. John the Baptist	05/22/19		
	1 ea	DeTube Ammonia 25/A 10/pk	State / Local Other (provide in comments section)	State / Local Other (provide in comments section)	$74.91	74.91	St. John the Baptist	05/22/19		
	1 ea	DeTube Toluene 5/B 10 pk	State / Local Other (provide in comments section)	State / Local Other (provide in comments section)	$77.12	77.12	St. John the Baptist	05/22/19		

FY	Qty	Item	Nims Typed Discipline	Nims Typed Resource Supported	Price (each)	Total	Parish or Municipality	Received Date	Qty Inventoried	Difference
	1 ea	DeTube Chlorine 2/A 10/pk	State / Local Other (provide in comments section)	State / Local Other (provide in comments section)	$82.97	82.97	St. John the Baptist	05/22/19		
	1 ea	DeTube Ethanol 100/A 10 pk	State / Local Other (provide in comments section)	State / Local Other (provide in comments section)	$61.99	61.99	St. John the Baptist	05/22/19		
	1 ea	DeTube Acid Test	State / Local Other (provide in comments section)	State / Local Other (provide in comments section)	$55.39	55.39	St. John the Baptist	05/22/19		
	8	Batteries for radios	State / Local Other (provide in comments section)	State / Local Other (provide in comments section)	$130.00	1,040.00	St. John the Baptist	7/24/2018		
	1	APX8000 Portable Radio	State / Local Other (provide in comments section)	State / Local Other (provide in comments section)		7,370.00	St. John the Baptist	5/21/2018		
	2	Laptops compatible w/Phoenix System	State / Local Other (provide in comments section)	State / Local Other (provide in comments section)	$1,475.52	2,951.04	St. John the Baptist	3/19/2018		
	4	Microsoft Surface Pro Tablets	State / Local Other (provide in comments section)	State / Local Other (provide in comments section)	$849.00	3,396.00	St. John the Baptist	2/19/2018		
		FY17 EQUIPMENT (includes regional equipment purchases				29,392.70				

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

September 26th, 2019

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1936 Cambridge Drive
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Cell 985-379-6061

District VII
Thomas Malik
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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, September 24th, 2019.

"Councilman Malik moved and Councilwoman Remondet seconded the motion to grant administration authorization to execute a Cooperative Endeavor Agreement (CEA) with South Central Planning and Development Commission (SCPDC) for administration of the Department of Homeland Security/GOHSEP Grant Number EMW-2017-SS-00058-S01. The motion passed with Councilman Wright 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 24th day of September, 2019.

September 26th, 2019,

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council