

**COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN  
ST. JOHN THE BAPTIST PARISH  
AND  
ST. JOHN THE BAPTIST PARISH SHERIFF'S OFFICE  
FOR  
THE WEST BANK PUBLIC SAFETY COMPLEX**

**COOPERATIVE ENDEAVOR AGREEMENT**

**BE IT MADE EFFECTIVE** on the 10<sup>th</sup> day of October, 2017 this Cooperative Endeavor Agreement ("CEA") is entered into by and between:

**ST. JOHN THE BAPTIST PARISH**, represented herein by its duly authorized and empowered Parish President, Natalie Robottom (hereinafter referred to as "Parish"), and

**St. John the Baptist Parish Sheriff's Office**, represented herein by its duly authorized and empowered Sheriff, Michael Tregre (hereinafter referred to as "Sheriff")

Who declare and agree as follows:

**WHEREAS**, Article VI, Section 44(2) of the Louisiana Constitution of 1974, as amended, 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 Louisiana 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 Louisiana Constitution, the Parish operates under the provisions of the St. John the Baptist Parish Home Rule Charter ("Charter") Council; and

**WHEREAS**, pursuant to Article III, Section A (1)(a) of the Charter, the governing authority of the Parish is the St. John the Baptist Parish Council ("Council"); and

**WHEREAS**, pursuant to Article VI, Section A (7)(c) of the Charter, the Council may authorize the Parish to enter into contracts 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**, the Office of Fire Services provides emergency service for fires occurring in the parish; and

**WHEREAS**, the Office of Fire Services will utilize this facility to replace an older existing station to provide the necessary fire protection coverage to the area; and

**WHEREAS**, the Sheriff's Office and the Office of Fire Services recognize the need for additional operational and storage capacity in the West St. John area of the Parish, and a fire station with Sheriff's substation operating from the same physical location in West St. John will serve the fire protection and public safety needs of the community in a more efficient and effective manner, ensuring reliable communications by and between the Office of Fire Services and Sheriff's Office in the area; and

**WHEREAS**, a decision has been reached by the Parish and the Sheriff for the Parish to undertake the construction and management of this project, which requires that the Parish follow Parish protocols in awarding all contracts; and

**WHEREAS**, the Parish and Sheriff agree that a joint sharing of the cost of the project and future expenses incurred by the operation of the building will result in a savings to the community; and

**WHEREAS**, the operational objectives of the Parish and the Sheriff's Office are compatible in terms of Parish fire protection and public safety; and

**WHEREAS**, the Parish and the Sheriff have determined that this Cooperative Endeavor Agreement (CEA) is the most effective vehicle to outline the obligations and responsibilities of each party in their desires to share equally in the project costs and future maintenance of the proposed West Bank Public Safety Complex relative to design, construction and operational needs of both agencies.

**NOW THEREFORE**, in consideration of the desires and responsibilities of the parties herein, the mutual benefits conferred and other good and valuable consideration, the Sheriff and the Parish hereby agree and covenant with each other to establish, by virtue of this CEA, a contractual relationship to address the need for additional operational and storage capacity on

the West Bank of St. John the Baptist Parish for Parish fire protection and public safety, which shall be governed by the conditions and terms as follows:

#### **RULES OF INTERPRETATION**

Unless the contract 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 sections of this Agreement.
- 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.

**COVENANTS AND REPRESENTATIONS OF THE SHERIFF.** To ensure the Parish undertakes this CEA, the Sheriff agrees, covenants and represents as follows:

- A) To reimburse the Parish for fifty percent (50%) of the design costs for the West Bank Public Safety Complex in the estimated amount of \$135,000.00, within thirty (30) days of receipt of an invoice from the Parish. Although this is an estimated cost, the Sheriff agrees to reimburse the Parish for fifty percent (50%) of the actual design costs for the West Bank Public Safety Complex, within thirty (30) days of receipt of an invoice from the Parish.
- B) To reimburse the Parish for fifty percent (50%) of the construction costs for the West Bank Public Safety Complex in the estimated amount of \$1.8 million dollars, within thirty (30) days of receipt of an invoice from the Parish. Although this is an estimated cost, the Sheriff agrees to reimburse the Parish for fifty percent (50%) of the actual construction cost for the West Bank Public Safety Complex, within thirty (30) days of receipt of an invoice from the Parish.
- C) To reimburse the Parish for fifty percent (50%) of the costs for operation and maintenance of the West Bank Public Safety Complex, including insurances and utilities (water, energy, gas, phone, internet, cable, etc.) within 30 days of receipt of an invoice from the Parish.

- D) The Sheriff agrees to pay for one hundred percent (100%) of the costs of future improvements that are specific to the operations of the Sheriff's Office.
- E) The Sheriff confirms agreement with, and to be bound by Parish selection of all contractors, vendors, and costs associated therewith, selected in accordance with the Parish's policies in procuring contracts for the construction of the West Bank Public Safety Complex.
- F) The Sheriff agrees that the West Bank Public Safety Complex building will be wholly owned by the Parish.

**Covenants and Representations of the Parish.** To ensure the Sheriff undertakes this CEA, the Parish agrees, covenants and represents as follows:

- A) The Parish, by abiding by the Parish's established policies and existing law, approve and manage all contracts, agreements, and services (i.e. RFQ, Bidding, Construction Management and Payments) for the West Bank Public Safety Complex.
- B) To pay for fifty percent (50%) of the design costs for the West Bank Public Safety Complex, in the estimated amount of \$135,000.
- C) To pay for fifty percent (50%) of the construction costs of the West Bank Public Safety Complex, in the estimated amount of \$1.8 million dollars.
- D) To pay for fifty percent (50%) of the costs for operation and maintenance of the West Bank Public Safety Complex, including insurances, utilities (water, energy, gas, phone, internet, cable, etc.)
- E) The Parish agrees to pay for one hundred percent (100%) of the costs of future improvements that are specific to the operations of the Office of Fire Services.

#### **TERMINATION OF CAUSE**

Parish may terminate this Contract for cause based upon the failure of the Sheriff to comply with the terms and/or conditions of this Contract, provided that Parish shall give the Sheriff written notice specifying the Sheriff's failure.

#### **TERMINATION FOR CONVENIENCE**

Parish may terminate this Contract at any time by giving thirty (30) days written notice to the Sheriff.

## **AMENDMENTS**

The contract can be amended by the written consent of both parties.

## **LENGTH OF AGREEMENT**

The term of the agreement shall be three years from the date of the signing of this agreement and can be renewed by consent of both parties to the agreement for an agreed upon period of time.

## **LEGAL FEE ON CONSTRUCTION PROJECTS PER ORDINANCE 17-16**

A legal fee of one percent (1%) of the total construction cost or one percent (1%) of the total contract price, whichever is the greater, is to be included in the construction contract to aid in the budgeting and provision of legal services. The attorney performing the work must be a qualified attorney selected by the District Attorney of St. John the Baptist Parish.

## **INDEMNITY**

To the fullest extent permitted by law, each of the parties signatory to this Agreement shall indemnify and hold harmless all other parties, and all of its Agents and Employees, from and against all damages, losses and expenses, including but not limited to attorney's fees (when considered damages recoverable by law), arising out of a resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the indemnifying party.

## **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.

## **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.

## **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 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

## **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.

## **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.

## **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.

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

IN WITNESS WHEREOF, the parties have executed this Contract as of this 10th day of October 2017.

WITNESSES:

Loombs  
Deanna Schreiner

PARISH:

ST. JOHN THE BAPTIST PARISH

By:

Natalie Robottom  
Natalie Robottom  
Parish President

WITNESSES:

St. J. Greig  
Deanna Schreiner

SHERIFF:

ST. JOHN THE BAPTIST PARISH SHERIFF'S OFFICE

By:

Michael Tregre  
Michael Tregre  
Sheriff



## ST. JOHN THE BAPTIST PARISH COUNCIL

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

**October 11<sup>th</sup>, 2017**

*Division A*

Larry Sorapur, Jr.  
502 Hwy. 18 River Road  
Edgard, LA 70049  
Cell 504-218-9049

**Natalie Robottom, Parish President**

**ST. JOHN THE BAPTIST PARISH**

**1801 W. Airline Hwy.**

**LaPlace, LA 70068**

*Division B*

Jaclyn S. Hotard  
1805 W. Airline Hwy.  
LaPlace, LA 70068  
Office 985-652-1702

**Dear Mrs. Robottom:**

*District I*

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

**Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, October 10<sup>th</sup>, 2017.**

**“Councilman Sorapur moved and Councilman Perrilloux seconded the motion to grant administration authorization to enter into a Cooperative Endeavor Agreement (CEA) with the St. John Parish Sheriff’s Office for the construction and the on-going operations of a new Westbank Public Safety Complex. The motion passed unanimously.”**

*District II*

Julia Remondet  
1805 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-330-7739

*District III*

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

### CERTIFICATION

*District IV*

Marvin Perrilloux  
2108 Golfview  
LaPlace, LA 70068  
Cell 985-379-6168

**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 10<sup>th</sup> day of October, 2017.**

**October 11<sup>th</sup>, 2017,**

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

*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*

Raj Pannu  
2169 Augusta Drive  
LaPlace, LA 70068  
Cell 504-417-3282