

ST. TAMMANY PARISH COUNCIL

RESOLUTION

RESOLUTION COUNCIL SERIES NO: C-3737

COUNCIL SPONSOR: BINDER/BRISTER

PROVIDED BY: LEGAL

RESOLUTION TO APPROVE AND AUTHORIZE ST. TAMMANY PARISH THROUGH THE OFFICE OF THE PARISH PRESIDENT TO SIGN AND/OR EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE PARISH OF ST. TAMMANY AND THE VILLAGE OF SUN FOR THE PURPOSE OF ASSISTING THE VILLAGE OF SUN WITH ROAD IMPROVEMENTS. (WARD 5, DISTRICT 6)

WHEREAS, the Village of Sun has secured funding for construction and repairs to roads within the Village of Sun (the "Project"). The Village of Sun is requesting labor and equipment assistance from St. Tammany Parish to implement the road improvements; and

WHEREAS, St. Tammany Parish, Department of Public Works will provide its labor, equipment, and expertise to assist the Village of Sun with road improvement projects. St. Tammany Parish will invoice the Village of Sun for reimbursement for the Parish's labor and equipment costs; and

WHEREAS, St. Tammany Parish and the Village of Sun desire to enter into an agreement for the purpose of establishing the Parish's and the Village of Sun's duties and obligations for the road improvement projects.

THE PARISH OF ST. TAMMANY HEREBY RESOLVES that the Parish President is hereby authorized to sign and/or execute a Cooperative Endeavor Agreement between St. Tammany Parish and the Village of Sun wherein the Parish will provide labor and equipment to assist the Village in performing road improvements and the Village agrees to reimburse the Parish of St. Tammany for the costs of the projects.

BE IT FURTHER RESOLVED that all acts previously taken by the Office of the Parish President of the actions and/or agreements contemplated herein, are hereby ratified and approved.

THIS RESOLUTION HAVING BEEN SUBMITTED TO A VOTE, THE VOTE THEREON WAS AS FOLLOWS:

MOVED FOR ADOPTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

YEAS: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

THIS RESOLUTION WAS DECLARED ADOPTED ON THE 6 DAY OF JUNE, 2013, AT A REGULAR MEETING OF THE PARISH COUNCIL, A QUORUM OF THE MEMBERS BEING PRESENT AND VOTING.

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JERRY BINDER, COUNCIL CHAIRMAN

ATTEST:

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THERESA L. FORD, COUNCIL CLERK

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE  
ST. TAMMANY PARISH GOVERNMENT AND THE VILLAGE OF SUN**  
(Sun Road Improvement Projects)

This Cooperative Endeavor Agreement (“Agreement”) is made and entered into on the day, month and year set forth herein below, pursuant to Article VII, Section 14(C) of the Constitution of the State of Louisiana which provides that political subdivisions may engage in cooperative endeavors for a public purpose:

**ST. TAMMANY PARISH GOVERNMENT**, a political subdivision of the State of Louisiana and the governing authority of St. Tammany Parish, whose mailing address is P.O. Box 628, Covington, LA, 70434, herein appearing by and through Patricia P. Brister, its Parish President, duly authorized by the St. Tammany Parish Home Rule Charter (hereinafter referred to as “Parish”); and

**VILLAGE OF SUN**, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 818, Sun, Louisiana 70463, herein appearing by and through Richard T. Kivett, its Mayor, duly authorized (hereinafter referred to as “Village”); and

The above captioned parties hereinafter may be collectively referred to as “Parties” and individually as “Party” who jointly enter into this Agreement with the intent and desire to better serve all the citizens, the communities of this Parish and the general public at large to fullest extent of the law:

**WHEREAS**, the Village has funds to be used for the purpose of repairs to and construction of public roads and streets within the Village of Sun, and, from time-to-time, Village is in need of labor, equipment and/or materials to implement such public road improvements (hereinafter known collectively as the “Project”); and

**WHEREAS**, the St. Tammany Parish Department of Public Works is able to provide its equipment, expertise and labor at a reasonable cost to assist the Village in the furtherance of the Project; and

**WHEREAS**, both the Parties desire to enter into this Agreement for the purpose of setting out each Party’s duties and obligations in the furtherance of this Project; and

**NOW THEREFORE**, in consideration of the mutual benefits and covenants contained in this Agreement, the Parties agree and bind their respective offices as follows:

1. **Public Purpose:** The Parties acknowledge and agree that the public purposes for this Agreement are to allow a safe and orderly flow of vehicular traffic within and around unincorporated areas of St. Tammany Parish.

2. **Village Obligations:**

2.1 The Village shall design the Project and provide a written scope of work to Parish for the Project.

2.2 The scope of work shall include a certification from Village that all work to be performed by Parish for the Project is on public property within the corporate limits of the Village of Sun. Such certification shall also include any documentation deemed reasonably necessary by Parish to confirm the public nature of the work to be performed.

2.3 Upon receipt from Parish of the estimate of cost of the scope of work for the Project, Village shall accept or decline such estimate within a reasonable amount of time

2.4 The Village agrees to reimburse the Parish for materials, use of Parish's equipment and labor. Provided, however, reimbursement shall be based on actual costs incurred by Parish and not the estimate provided.

2.5 Within fifteen (15) days of the receipt of the Parish's invoice for the work performed, the Village will issue payment for the work performed.

3. **Parish Obligations**

3.1 The Parish will provide the Village with an estimate of the costs of the Project work to be performed based on the Project design and scope of work provided by Village pursuant to Section 2.1.

3.2 The Parish will provide the materials, labor and equipment to have the Project work performed according to the scope of work provided by the Village.

3.3 The Parish will perform the Project work and invoice the Village accordingly in one or more installments during the course of and after completion of the Project work.

3.4 Parish shall have the right to decline participation in any portion of the Project due to personnel/equipment/material availability, site complexity or for any other reason.

#### **4. Term**

- 4.1** The term of this Agreement shall begin on the date of full execution by both parties hereto and end three (3) years thereafter (the “Term”). Thereafter, this Agreement shall automatically renew for additional one (1) year periods, unless either Party provides notice of termination sixty (60) days in advance of the then-current Term.
- 4.2** Either Party shall have the option to terminate this Agreement for any reason upon thirty (30) days written notice to the other Party. However, should the Parish perform any work prior to termination by Village, then Village shall reimburse the Parish for cost of work performed prior to termination.
- 4.3** The continuation of this Agreement is contingent upon the appropriation of funds by the Parties to fulfill the requirements of the Agreement. If the Parties fail to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by a veto or by any other means provided in the appropriations ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

#### **5. Miscellaneous Provisions**

- 5.1** Time is of the essence and the performance of the terms and conditions hereof shall be held in strict accordance with the times and dates specified herein.
- 5.2** That the Parties agree, in the event of default, dispute, and/or litigation, that each Party shall be responsible for their respective attorney fees, expert costs, court costs, and any other related expenses.
- 5.3** Any claim or controversy arising out of this Agreement shall be resolved as per Louisiana law. Exclusive venue and jurisdiction shall be in the 22<sup>nd</sup> Judicial District Court for the Parish of St. Tammany.
- 5.4** No Party herein shall assign any interest in this Agreement (whether by assignment or novation).
- 5.5** If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, that clause or term shall be severable and the remainder of the Agreement shall remain in full force and effect.

6. **Notices.** Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage pre-paid by First Class Mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopier or other similar form of electronic transmission confirmed by written confirmation mailed (postage pre-paid by First Class Mail, registered or certified, return receipt requested or private, commercial carrier, express mail such as Federal Express) at substantially the same time as such rapid transmission. All communications shall be transmitted to the address or number set forth below or such other addresses or numbers to be named hereafter designated by a party in written notice to the other party compliant with this section.

If to the Village  
Mayor Richard T. Kivett  
Village of Sun  
P.O. Box 818  
Sun, LA 70463

If to Parish:  
President Patricia P. Brister  
St. Tammany Parish Government  
P.O. Box 628  
Covington, LA 70433

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)  
SIGNATURE PAGE TO FOLLOW

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed in multiple originals by the hereunder signed officers, each in the presence of the undersigned two (2) competent witnesses in St. Tammany Parish, State of Louisiana, as of the dates set forth, below after diligent reading of the whole, in various counterparts.

**THUS DONE AND SIGNED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2013 in the presence of the undersigned witnesses.

**WITNESSES:**

**ST. TAMMANY PARISH  
GOVERNMENT**

\_\_\_\_\_  
**Signature**

**BY:** \_\_\_\_\_  
**PATRICIA P. BRISTER  
PARISH PRESIDENT**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

**THUS DONE AND SIGNED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2013 in the presence of the undersigned witnesses.

**WITNESSES:**

**VILLAGE OF SUN**

\_\_\_\_\_  
**Signature**

**BY:** \_\_\_\_\_  
**RICHARD T. KIVETT  
MAYOR**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

### **Resolution Administrative Comment**

RESOLUTION TO APPROVE AND AUTHORIZE ST. TAMMANY PARISH THROUGH THE OFFICE OF THE PARISH PRESIDENT TO SIGN AND/OR EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE PARISH OF ST. TAMMANY AND THE VILLAGE OF SUN FOR THE PURPOSE OF ASSISTING THE VILLAGE OF SUN WITH ROAD IMPROVEMENTS. (WARD 5, DISTRICT 6)

The Parish seeks to enter into a Cooperative Endeavor Agreement with the Village of Sun to assist the Village in road construction and repairs. All costs incurred by Parish for use of Parish's labor and equipment shall be reimbursed by Village of Sun. The agreement will also contemplate future, unknown work to be estimated and agreed upon prior to commencement of such work.