

ST. TAMMANY PARISH COUNCIL

RESOLUTION

RESOLUTION COUNCIL SERIES NO. C- 2052

COUNCIL SPONSOR: MR. SINGLETARY PROVIDED BY: PRESIDENT/LEGAL

A RESOLUTION TO AUTHORIZE THE PARISH OF ST. TAMMANY, THROUGH THE OFFICE OF THE PARISH PRESIDENT, TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE VILLAGE OF SUN TO MAINTAIN LOCK #3 ALONG THE PEARL RIVER NAVIGATIONAL CANAL, WARD 5, DISTRICT 6

WHEREAS, the Parish of St. Tammany desires to enter into a Cooperative Endeavor Agreement with the Village of Sun to maintain Lock #3 along the Pearl River Navigational Canal; and

WHEREAS, the Village of Sun will provide the following services on the property within St. Tammany Parish:

- Maintenance of parking areas and boat ramp
- Mowing, Trimming and Litter Pick-Up after March, 2007
- Report Unauthorized Activities, damage of gates or fencing around lock structures and/or major changes in water elevations
- Monitor and Maintain Lighting and Signage at Boat Ramp Area
- Use of and Maintenance of the house; and

WHEREAS, a copy of the Cooperative Endeavor Agreement is attached as Exhibit "A"; and

WHEREAS, the Parish of St. Tammany hereby desires to enter into this Cooperative Endeavor Agreement with the Village of Sun, as per law and in the best interest of the Parish.

THE PARISH OF ST. TAMMANY HEREBY RESOLVES to authorize the Office of the Parish President to enter into the Cooperative Endeavor Agreement with the Village of Sun to maintain Lock #3 along the Pearl River Navigational Canal.

BE IT FURTHER RESOLVED that, Kevin Davis, St. Tammany Parish President, be authorized to enter into and sign such agreement.

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 _____ DAY OF _____, 2007 AT A REGULAR MEETING OF THE PARISH COUNCIL, A QUORUM OF THE MEMBERS BEING PRESENT AND VOTING

BARRY BAGERT, COUNCIL CHAIRMAN

ATTEST:

DIANE HUESCHEN, COUNCIL CLERK

EXHIBIT "A"

COOPERATIVE ENDEAVOR AGREEMENT

BE IT KNOWN that on the dates hereinafter set forth, this Agreement has been made by and between:

THE PARISH OF ST. TAMMANY, represented by Kevin Davis, appearing herein pursuant to the provisions of Louisiana Constitution Article VII, Section 14 (C) and LA R.S. 39:11 et seq, hereinafter referred to as the "**Parish**",

AND

THE VILLAGE OF SUN, appearing herein through and represented by Barbara Gibson, mayor, hereinafter referred to as "**Sun**".

1.

This Agreement is entered into in order to allow Sun to provide the services listed below on the property within St. Tammany Parish at Lock #3 along the Pearl River Navigational Canal, hereinafter referred to as "the property".

- Maintenance of parking areas and boat ramp
- Mowing, Trimming and Litter Pick-Up after March, 2007
- Report Unauthorized Activities, damage of gates or fencing around lock structures and/or major changes in water elevations
- Monitor and Maintain Lighting and Signage at Boat Ramp Area
- Use of and Maintenance of the house

2.

This agreement is made for and in consideration of the benefits, uses and advantages that the citizens of the Village of Sun, the citizens of the Parish of St. Tammany and the people of the State of Louisiana will gain by use of the property for the public purpose of providing an area to offer access to the boat launch at Lock #3 along the Pearl River Navigational Canal.

3.

This agreement is made for the remainder of the of 5 year term of the Cooperative Endeavor Agreement, between the Parish and the State of Louisiana (see attached copy) beginning on the effective date of this Agreement. Sun shall have the option to request, in writing, a renewal of this Agreement under the same conditions and terms contained herein, which renewal is dependant upon the renewal of the Cooperative Endeavor Agreement between the Parish and the State of Louisiana.

4.

Sun agrees to maintain the property in a good, safe, and acceptable condition and to fund all costs associated with the performance of the tasks under Item 1 of this agreement.

5.

It is understood that the Parish is not alienating any rights it has or may have; and there is expressly excluded and reserved to the **Parish** all rights, including ownership, privileges, immunities and all remedies and advantages to be enjoyed, exercised or in any way appertaining or belonging to the **Parish** by virtue of its sovereignty or otherwise; and by this Agreement the administration, control and management of the property is placed in **Sun** solely for the purposes stated herein during the terms and existence of this Agreement, and no further. It is further understood and agreed that should it be determined that the property covered by this Agreement is required for a public purpose by the **Parish**, **Sun** shall be so notified in writing and this agreement shall be cancelled and terminated, and the property surrendered thirty (30) days from the date of receipt of said notice.

6.

Sun shall comply with all applicable Federal, State, Parish and Municipal statutes, regulations and codes relative to building codes, sanitary codes, safety and fire protection codes.

7.

The building, grounds, and facilities herein referenced shall comply, where applicable, with the requirements of LA R.S. 40:1731 et seq, Part V; EQUAL ACCESS TO GOVERNMENTAL AND PUBLIC FACILITIES FOR PHYSICALLY HANDICAPPED.

8.

Sun also hereby agrees not to perform any major structural additions, or renovations without the express permission of the Parish.

9.

Sun shall be subject to the provisions of LA R.S. 38:2211 et seq, relative to the advertisement and letting of contracts relative to any and all development, construction, additions, alterations or improvement of any nature whatsoever to the property, except such as may be built with its employees, volunteer workers, and as work in support of training courses. Any granting or award of any work or contract outside of these parameters shall be considered a violation of this Agreement.

EXHIBIT "A"

10.

Sun shall assume the responsibility for all construction, maintenance, operation, management and administration of the property pursuant to the terms of this Agreement, and agrees to indemnify the Parish, all of its agents, servants and employees from and against any and all claims, demands, suits, causes of action, costs and expenses on account of or in any way arising out of this Agreement or the negligence, fault or acts of omission or commission of **Sun**, its agents, employees, servants, trainees and others on the premises by its authority in furtherance of this Agreement or otherwise, said indemnification to include the furnishing of counsel for the defense of any and all claims which may be brought as a result of the aforesaid or reimbursement for actual costs occasioned by the **Parish**, at its discretion.

11.

Sun shall maintain a minimum amount of \$1,000,000.00, or greater as established by the **Parish**, of liability insurance at all times that this Agreement is in effect, and shall insure that the **Parish** is named as an additional insured. A certificate of insurance shall be submitted not less than annually to the address below to insure continued liability coverage for the **Parish**. Failure to maintain the required insurance is grounds for termination of this Agreement by the Parish.

12.

Sun is not permitted to lease or sub-lease or grant use or possession of the property or any portion thereof to any other party without the prior written consent of the **Parish**, and then only in accordance with the terms of this Agreement, and only by public advertisement in the form and manner provided by LA R.S. 41:1213 et seq.

13.

Should **Sun** at any time violate any of the terms and/or conditions of this Agreement, or fail to operate, maintain and administer the property as required hereby, or discontinue the use of the property for the purpose intended, the **Parish** shall have the option to immediately cancel this Agreement without putting **Sun** in default. **Sun** shall have the right to remove any improvements made and constructed upon the property upon termination of this Agreement, subject to restoring the property to its former condition. **Sun** shall remain responsible for all damages or a loss suffered by the Parish, **Sun** hereby assenting thereto, and expressly waives any legal notices to vacate the premises. Should an agent or attorney be employed to give special attention to the enforcement or protection of any claim of the Parish arising from this Agreement, **Sun** shall pay as fees and compensation to such agent or attorney such sum as will constitute a reasonable fee, together with all costs, charges and expenses or reimbursement for actual costs occasioned by the **Parish**.

14.

Should **Sun** at any time use the property or any portion thereof for any illegal or unlawful purpose or commit, or permit or tolerate the commission therein of any act made punishable by fine or imprisonment under the laws or ordinances of the United States, the **State**, the parish, or the municipality, the **Parish** shall consider this to be a violation of this agreement and may cancel this Agreement without giving any written notice or any other notice to **Sun**.

15.

Sun shall not use the property for political purpose, including rallies or other activities, which would violate the State Ethics Codes or other applicable laws and regulations of the Parish of St. Tammany or the State of Louisiana.

16.

At the expiration of this Agreement, or its termination for other causes, **Sun** is obligated to immediately surrender possession of the property to the **Parish** in good order and condition (reasonable use and wear, fire and other casualties, and acts of God excepted). Should the **Parish** allow or permit **Sun** to remain on the property after the expiration or termination of this Agreement, this will not be construed as a renewal, re-conduction or continuation of this Agreement.

17.

Failure to strictly and promptly enforce any conditions of this Agreement shall not operate as a waiver of the rights of the **Parish**. The **Parish** expressly reserves the right to cancel this Agreement, regardless of any indulgences or extensions previously granted.

18.

The parties to this Agreement understand and agree that the provisions herein shall, between them, have the effect of law; but in reference to matters not provided herein, this Agreement shall be governed by the laws of the State of Louisiana.

EXHIBIT "A"

THUS DONE, SIGNED AND PASSED in Covington, Louisiana, by the **Parish of ST. Tammany** on this _____ day of _____, 2007, in the presences of the undersigned competent witnesses and notary public.

WITNESSES:

ST. TAMMANY PARISH

KEVIN DAVIS, Parish President

Notary Public

THUS DONE, SIGNED AND PASSED in Sun, Louisiana by the Village of Sun on this _____ day of _____, 2007, in the presence of the undersigned competent witnesses and notary public.

WITNESSES:

VILLAGE OF SUN

BARBARA GIBSON, Mayor

Notary Public