

ST. TAMMANY PARISH COUNCIL

RESOLUTION

RESOLUTION COUNCIL SERIES NO: C-3609

COUNCIL SPONSOR: MR. GOULD

PROVIDED BY: COUNCIL OFFICE

RESOLUTION TO RECOGNIZE AND ACKNOWLEDGE THE COOPERATIVE ENDEAVOR AGREEMENT AND THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF COVINGTON AND ST. TAMMANY FIRE PROTECTION DISTRICT NO. 12 ADOPTING THE NEW 2012 RE-DRAWN SERVICE AREAS BETWEEN THE PARTIES.

WHEREAS, the Council strives to protect the safety, health and welfare of all Parish citizens and properties; and

WHEREAS, the Council supports and encourages coordinated efforts between governmental entities in this Parish to ensure community interaction and fiscal responsibility; and

WHEREAS, the Council recognizes its mandate to ensure that government operations of whatever nature in this Parish are efficient and cost-effective; and

WHEREAS, for the past twenty years, there has been inconsistencies and redundancies between the City of Covington (hereinafter "City") and St. Tammany Parish Fire Protection District #12 (hereinafter "District") concerning fire services following annexations and related millage taxation; and

WHEREAS, for the past ten years, there has been litigation between the City and District that has further divided the parties and prevented a resolution of many fire service issues; and

WHEREAS, on or about January 30, 2012, the Parties jointly settled all litigation matters and simultaneously entered into a fifteen year agreement entitled "Fire Protection Services Agreement" (hereinafter "Agreement") wherein, among other events, issues concerning tax millage assessments are resolved, service areas are defined and re-drawn and future City annexations are addressed; and

WHEREAS, the Council applauds the actions of the City and the District that ends conflict and now clarifies the issues for the people of this Parish; and

WHEREAS, the Council desires to recognize and acknowledge the Agreement and litigation dismissals as signed and entered into by the City and District; and

WHEREAS, the Council also recognizes the re-drawn service areas that now exist between the City and District following the Agreement; and

WHEREAS, the Council requests all affected organizations, agencies and governmental departments to likewise recognize the Agreement and new service areas of the City and District.

THE PARISH OF ST. TAMMANY HEREBY RESOLVES, through its Council as governing authority, to recognize and acknowledge the Agreement signed by the City and District, all as evidenced by the attached Exhibit "A".

BE IT FURTHER RESOLVED that this Council recognize the re-drawn service areas that now exist between the City and District in accordance with the map identified as Exhibit "B".

BE IT FURTHER RESOLVED that the intent of this Resolution is not to re-draw nor modify the existing boundaries of the District as established by this Council by Ordinance, but only to recognize the re-drawn service areas as referenced above .

BE IT FURTHER RESOLVED that all affected organizations, agencies and governmental departments that operate in this State and Parish recognize the Agreement and new service areas of the City and District, including but not limited to the Property Insurance Association of Louisiana ("PIAL").

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 DECEMBER , 2012, AT A REGULAR MEETING OF THE PARISH COUNCIL, A QUORUM OF THE MEMBERS BEING PRESENT AND VOTING.

MARTIN W. GOULD, JR., COUNCIL CHAIRMAN

ATTEST:

THERESA L. FORD, COUNCIL CLERK

"A"

FIRE PROTECTION SERVICES AGREEMENT

This Agreement is made and entered into effective this 30th day of January, 2012, pursuant to the authority granted in Article 6, Section 20 and Article 7, Section 14 of the Louisiana Constitution and La. R.S. 33:221 and La. R.S. 33:2721 et seq. and other Constitutional and Statutory authority by and between the following:

City of Covington, a political subdivision of the State of Louisiana, whose address is 317 N. Jefferson Avenue, Covington, Louisiana 70433, herein represented by Michael B. Cooper, its duly authorized Mayor, pursuant to the ordinance dated Jan. 3, 2012 number 2012-01 attached hereto and made part hereof (hereinafter referred to as "City");

and

St. Tammany Fire Protection District Number 12, a political subdivision of the State of Louisiana, as originally established by the St. Tammany Police Jury through Parish Ordinance #706, herein represented by Joe Mitternight its duly authorized Chairman pursuant to a Resolution of its Board of Commissioners dated Jan. 2, 2012, (hereinafter referred to as "District");

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 others.....;" and

WHEREAS, the Parties hereto desire to cooperate with each other in the implementation of this Agreement as hereinafter provided; and

WHEREAS, the Parties hereto each have adopted the attached and incorporated Resolution or Ordinance authorizing the implementation of this Agreement; and

WHEREAS, the public purpose is described as to protect the public health, safety, and welfare of the citizens of St. Tammany Parish, all as per law,

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree and contract as follows:

1. PURPOSES AND SCOPE

- (a) The boundaries of the District were originally established in 1977 and were re-drawn by St. Tammany Parish Ordinance #84-62 to exclude all areas which were then included within the corporate limits of the City; and
- (b) The City has annexed additional properties since the 1984 boundaries were drawn; and

1/3/2012

- (c) Subsequent annexations resulted in double taxation to certain property owners after annexation of their property into the City; and
- (d) The City and District desire to establish service areas for fire protection services and provide for a single payment of property taxes, all while providing the most efficient and timely public services to protect persons and property of this Parish.
- (e) This document shall be known as the "Service Agreement" or "Agreement". The terms may be used interchangeably herein.

2. SERVICE AREAS

- (a) The service area for the City of Covington Fire Department is established, defined and depicted on Exhibit "A" attached hereto and incorporated in full.
- (b) The service area for the City of Covington Fire Department shall be the sole service area of the City of Covington Fire Department regardless of whether the properties designated therein lie within or outside the City limits of Covington as established and set on the effective date of this Agreement.
- (c) It is understood and agreed that the service area as drawn in Exhibit "A" shall not be altered nor modified in anyway whatsoever regardless of any future City annexations after the effective date of this Agreement.
- (d) The service area of the District shall be all those areas lying within the boundaries of the District, but outside of the service area of the City of Covington.

3. TAX COLLECTION

- (a) The City shall collect its Fire Millage on all properties within the City limits of Covington as defined on January 1, 2011, regardless of whether the property lies within or outside the City service area.
- (b) The District shall collect its Fire Millage on all properties within the District but outside the City limits of Covington as they are defined on January 1, 2011, regardless of whether the property lies within or outside the District service area.
- (c) The foregoing notwithstanding, the provisions of Paragraph 6. Future Annexations, shall apply to all future annexations and to the collection of the fire millage from such properties.

4. DISTRIBUTION OF TAX COLLECTIONS

- (a) As consideration for the District providing fire protection services within the City of Covington and outside of the City's service area, the City shall, within sixty (60) days of receipt of its annual fire millage payments, remit to the District the collected City's fire millage proceeds

1/3/2012

for all properties lying within the City limits of Covington as defined January 1, 2011, but outside the City service area.

(b) As consideration for the City providing fire protection services within the City service area, but outside of the City limits, the District shall, within sixty (60) days of receipt of its annual millage payments, remit to the City the District's collected tax proceeds for all properties lying within the City service area, but outside the City limits of Covington as defined January 1, 2011

(c) All payments shall be accompanied by itemization and supporting documentation.

5. APPLICATION OF LOUISIANA REVISED STATUTE 40:1501.6

(a) The execution of this Agreement shall be deemed to satisfy the mandates of La. R.S. 40:1501.6 (C) and the City of shall be entitled to annex properties in accordance with law.

(b) In accordance with La. R.S. 40:1501.6 (D) the execution of this Agreement shall have the local legislative intent to effectively amend the fire protection provisions of La. R.S. 40:1501.6 (B) and (C) to provide the District's ability to service properties within the City limits of Covington.

6. FUTURE ANNEXATIONS

(a) "Annexed Properties" shall mean those properties that had applied for annexation on or before December 31, 2011 or were in the process of annexation with the City of Covington and all future annexations. This shall not include properties that are within the City as its boundaries are defined on January 1, 2011.

(b) For Annexed Properties outside the City Service area, the District shall continue to provide service to those areas and shall retain its fire millage. The City shall not assess its fire millage on those properties.

(c) For Annexed Properties in the City Service Area, the City shall provide fire protection services in those areas. The City shall collect its fire millage upon annexation. The District shall not assess its fire millage on those properties after annexation.

(d) The City will assess and retain all millages within the City Service Area related to properties currently assessed by the City as reflected by the 2011 tax rolls.

(e) The City shall not assess nor collect millages for those properties currently assessed by the District, as reflected by the 2011 tax rolls.

(f) The District will assess and retain all millages related to properties currently assessed by the District, as assessed by the 2011 tax rolls, subject to the terms of Paragraph 6 herein with respect to future annexations.

1/3/2012

(g) The District shall not assess nor collect millages for those properties currently assessed by the City, as reflected by the 2011 tax rolls.

(h) It is specifically agreed and understood by the City and the District that this Agreement is effective with the 2012 tax year.

(i) This Agreement will not affect the division and calculation of sales tax proceeds as set forth in the 1990 Sales Tax Enhancement Plan, which Plan was supplemented and amended by the Growth Management and Revenue Sharing Agreement in 2003 and as amended in 2005, executed between the City and Parish of St. Tammany. The intent and purpose of this agreement is solely to address the collection and payment of fire millage assessments in favor of the City and District, respectively.

(j) All millage assessments in effect as of 2011 shall not be affected. In no event shall the City assess a fire millage upon any property that otherwise is assessed a millage by the District. In no event shall the District assess a millage upon any property that otherwise is assessed a fire millage by the City.

(k) The parties agree to work with the St. Tammany Parish Assessor Office in any way whatsoever to otherwise identify or code all affected properties subject to this Agreement.

(l) The parties agree to work with the Sheriff's Office of St. Tammany Parish in any way whatsoever to ensure a proper accounting of all millages paid.

(m) The parties agree to work with St. Tammany Parish Communications District No. 1 in any way whatsoever to otherwise identify or code all affected properties subject to this Agreement so that the proper emergency services agency is notified in the event of an emergency.

(n) The District shall be responsible to provide fire protection services to those properties within the District Service Area. The City shall be responsible to provide fire protection to those properties within the City Service Area.

7. HOLD HARMLESS

(a) The City shall hold harmless and indemnify the District for the actions of the Covington Fire Department and its employees arising out of or from providing fire protection services on properties lying within the City service area, but outside the City limits of Covington performed pursuant to this Service Agreement.

(b) The District shall hold harmless and indemnify the City for the actions of the District and its employees arising out of or from providing fire protection services on properties lying in the District service area performed pursuant to the Service Agreement.

8. TERMS OF CONSIDERATION

1/3/2012

(a) In consideration of the oversight and continuation of services described above by the Parties, each Party hereby assigns and delegates to the other all of the duties, obligations and responsibilities to continue the necessary fire protection obligations to ensure efficient and professional operation of fire protection in their respective service areas.

(b) Where there exists a declaration of emergency executed by the St. Tammany Parish President as per law, the St. Tammany Parish President assumes and manifests the total direction and control of each Party's immovable and movable property, as per law.

9. AMENDMENT, MODIFICATION AND TERMINATION

This Agreement may not be unilaterally amended, modified nor terminated by either party at any time. Any amendment, modification or termination shall be done only upon mutual consent of the Parties, by Court order issued by a Court of competent jurisdiction or Act of the Louisiana Legislature.

10. REMEDIES FOR DEFAULT

Any claim or controversy arising out of this agreement shall be resolved as per law. Venue and jurisdiction shall be the 22nd Judicial District Court for the Parish of St. Tammany.

11. OWNERSHIP OF RECORDS

All records, reports, documents and other material delivered or transmitted to either Party by the other shall remain the property of the Party in receipt.

12. ASSIGNMENT

No Party herein shall assign any interest in the same (whether by assignment or novation).

13. AUDITORS CLAUSE

(a) 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 right to audit all accounts of the City or District for a period of three years after the effective termination date of this Agreement or as per law.

(b) It is also agreed that the respective District Auditors and/or City Department of Finance or any of its agents/representatives, whether by professional service contract or otherwise, shall have the right to audit all accounts of the other to ensure proper and full payment.

14. TERM OF AGREEMENT

(a) This Agreement shall be effective as of the effective date of a City of Covington Ordinance to be adopted in January, 2012 for all purposes, including the legal effect and for all accounting purposes.

1/3/2012

(b) This agreement shall be for a term of fifteen years, through 11:59 p.m. on December 31, 2026. The agreement shall automatically renew for an additional term of 15 years, through 11:59 p.m. on December 31, 2041, unless either party notifies the other, by certified mail, of its intent not to renew the agreement for the second term. This notice shall be given a minimum of 180 days prior to the end of the first term.

15. FISCAL FUNDING

The continuation of this Agreement is contingent upon each Party paying all funds assessed and collected on the properties so affected.

16. DISCRIMINATION CLAUSE

(a) The City and District agree to abide by the requirements of any and all rules, regulations and laws pertaining to Discrimination, including but not limited to: Title VI and VII of Civil Rights Act 1964, as amended by the Equal Opportunity Act 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1972, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the requirements of the Americans with Disabilities Act of 1990.

(b) The City and District agree not to discriminate in their respective employment practices, and will render services under this agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation or disabilities.

17. ADDITIONAL INDEMNIFICATION:

The District and City both agree to indemnify, hold harmless and defend each other, and their respective officers, fire chiefs, agents, servants, attorneys and employees from and against any and all claims, demands, losses, suits, damages, judgments, costs and expenses whether, indirect or consequential and including but not limited to all fees, expenses and charges of attorneys and other professionals, as well as court costs and expenses, for actions or inactions arising out of, in connection with or resulting from the performance of services hereinafter arising from claims or violations resulting from such services performed in the course and scope of this Agreement for any employee and/or loaned employee that may be due to and caused in whole or in part by any act, error, or commission or omission of any act by negligence or otherwise while performing services.

18. SEVERABILITY

If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, then that portion shall be severable and the remainder shall remain in full force and effect.

19. RESOLUTIONS AND ORDINANCES

1/3/2012

(a) The District representative herein warrants that he has the requisite authority and permission to enter, sign and bind the District, all as represented in the attached District Resolution.

(b) The City representative herein warrants that he has the requisite authority and permission to enter, sign and bind the City, all as represented in the attached City Ordinance.

THUS DONE AND SIGNED at Covington, Louisiana on the day, month and year written herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 30th day of January, 2012.



Michael B. Cooper
Mayor, City of Covington



Joe Mitternight
Chairman, Board of Commissioners, Fire District #12

RESOLUTION FROM A SPECIAL MEETING OF THE BOARD OF COMMISSIONERS OF ST. TAMMANY PARISH FIRE PROTECTION DISTRICT #12

A Special Meeting of the St. Tammany Fire Protection District 12 Board of Commissioners (hereinafter "Board") was duly held at 4:00 p.m. on January 2, 2012 pursuant to Notice posted at the Board office at 2:30 p.m., Friday, December 30, 2011 at Fire Station 124, 19375 Highway 36 Covington, LA.

There being present and represented a quorum of the commission.

On Motion duly made and carried by a majority of the quorum, the following was adopted:

1. BE IT RESOLVED that in the event that the City of Covington City Council authorizes, approves and passes an Ordinance numbered 2012-01 at its Council Meeting on January 3, 2012, and without veto of the City Mayor, the proposed Cooperative Endeavor Agreement (hereinafter "CEA") between the Board and the City of Covington with respect to the establishment of fire service areas and distribution of tax millage payment, then this Board authorizes its Chairman Joseph F. Mitternacht to dismiss the following 22nd Judicial District Court litigation, without prejudice:

- (A) District vs. City (#2011-2011-16895 "J")(Barkley Parc)
- (B) District vs. City (#2009-16165)(Chimes)
- (C) District vs. City (#2011-14042 :H") (Groves)
- (D) District vs. City (#2011-16594 "D")(HomeBank)
- (E) District vs. City (#2009-13714)(Tractor)
- (F) District vs. City (#2011-16593 "A")(Walmart)

2. BE IT FURTHER RESOLVED that, pending legal effect of Ordinance 2012-01, Board Chairman Joseph F. Mitternacht is hereby authorized to appear and sign all necessary documents consistent herewith as related to the finalization of the Development Agreement by & between Walmart Corporation and the City of Covington.

Acknowledged/Approved


Chairman, Joseph F. Mitternacht

January 2, 2012


Secretary, James S. Rappold

January 2, 2012

ORDINANCE # 2012-01
INTRODUCED BY O'Keefe
DATE INTRODUCED 12-16-11
ITEM NUMBER 2011-12-05
PUBLIC HEARING 1/2/12
ADOPTED/TABLED 1/2/12 (map amended)
EFFECTIVE 2 2012 (map amended)
BOOK # 3 PAGE # _____
RECORDATION # _____
AMENDED BY ORDINANCE # _____
DATE AMENDED _____

ADOPTION

INTRODUCTION

CITY OF COVINGTON

ORDINANCE NO. 2012- 01

6 **AN ORDINANCE OF THE CITY OF COVINGTON**
7 **AUTHORIZING THE MAYOR TO ENTER INTO AN**
8 **INTERGOVERNMENTAL AGREEMENT WITH ST.**
9 **TAMMANY PARISH FIRE PROTECTION DISTRICT NO. 12 TO**
10 **PROVIDE FOR FIRE PROTECTION SERVICES AND THE**
11 **COLLECTION OF FIRE TAX MILLAGES**

12
13 **WHEREAS**, the Covington City Council has held all public hearings
14 required of it in accordance with law; and

15 **WHEREAS**, the City Council of the City of Covington deems that the
16 execution of this intergovernmental agreement is in the best interest of the health,
17 safety and welfare of the citizens of Covington; and

18 **NOW, THEREFORE**, be it ordained by the City Council of the City of
19 Covington, in regular session convened, that the attached Intergovernmental
20 Agreement between the City of Covington and St. Tammany Parish Fire Protection
21 District No. 12 is approved and the Mayor of the City of Covington is authorized
22 to execute same on behalf of the City of Covington.

23 **BE IT FURTHER ORDAINED** that if any provision of this ordinance
24 shall be held to be invalid, such invalidity shall not affect other provisions herein
25 which can be given effect without the invalid provision and to this end the
26 provisions of this ordinance are hereby declared to be severable.


27 This ordinance having been submitted in writing, having been read by title
28 and adopted at a public meeting of the City Council of the City of Covington, State
29 of Louisiana, was then submitted to an official vote as a whole, the vote thereon
30 being as follows:

31 **MOTION** by O'Keefe, seconded by Coner, to adopt the
32 ordinance; a record vote was taken and the following was had:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50

YEAS: 7 ABSENT: 0
NAYS: 0 ABSTAIN: 0

PASSED AND ADOPTED this 3rd day of January, 2012.



LEE S. ALEXIUS
COUNCIL PRESIDENT



BONNIE D. CHAMPAGNE
CLERK TO THE COUNCIL

Presented to the Mayor this 5th day of January, 2012, at 3:15 o'clock
P.M.



BONNIE D. CHAMPAGNE
CLERK TO THE COUNCIL

Approved or Vetoed by the Mayor on this 5th day of January,
2012.



MICHAEL B. COOPER
MAYOR

Received from the Mayor on the 5th day of January, 2012, at 3:30
o'clock P.M.



BONNIE D. CHAMPAGNE
CLERK TO THE COUNCIL

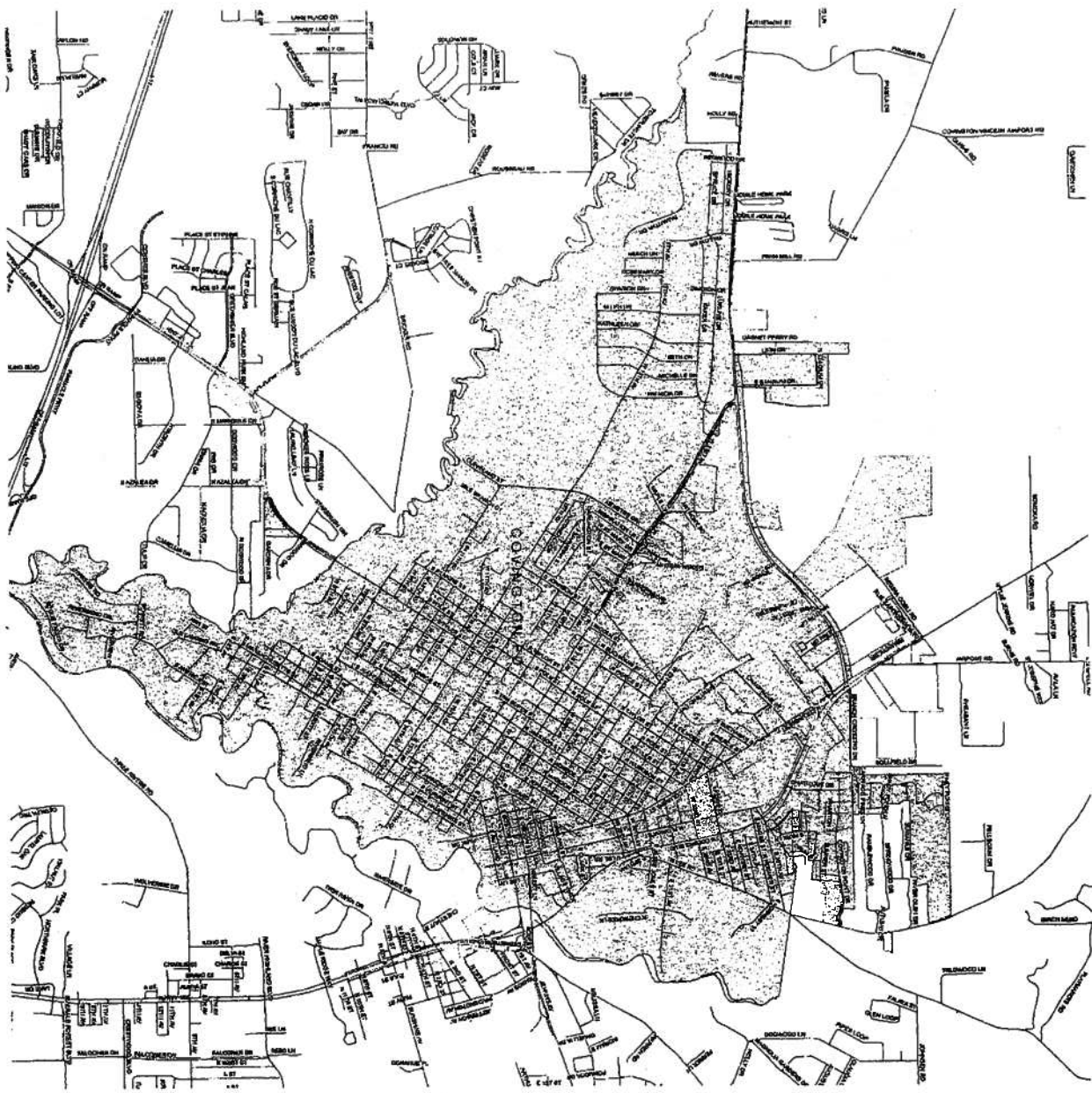
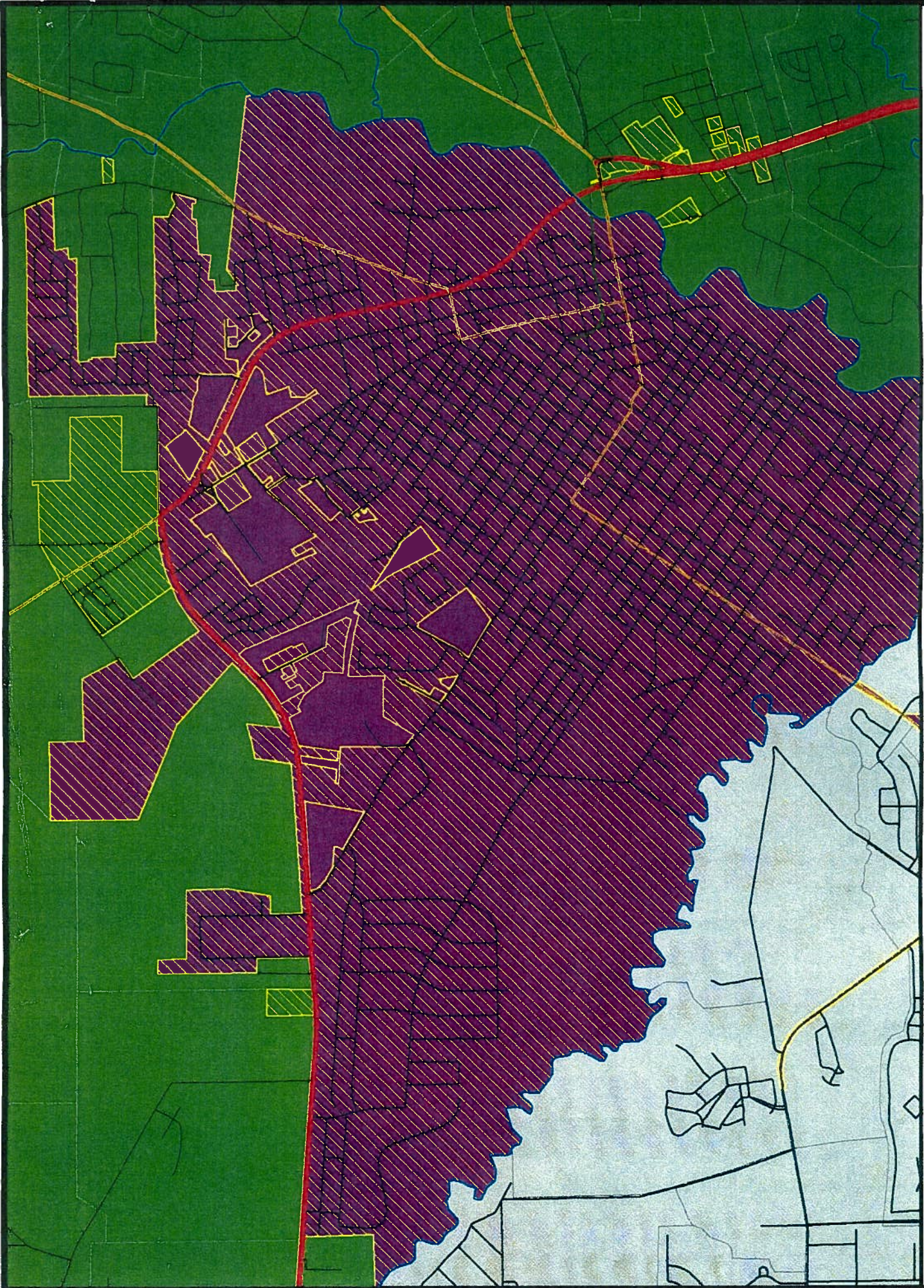


EXHIBIT A

01/03/12



Demand Zone:

Date: 1/25/2012



1 in = 0.44 miles

This map was produced by St. Tammany Parish Communications District.
Note: This map is for informational purposes only. It is not a legally recorded survey, official tax map or engineering schematic, and it is not intended to be used as such. Map layers were created from different sources at different scales, and the actual or relative geographic position of any feature is only as accurate as the source information.

Prepared in ArcGIS 10 by:



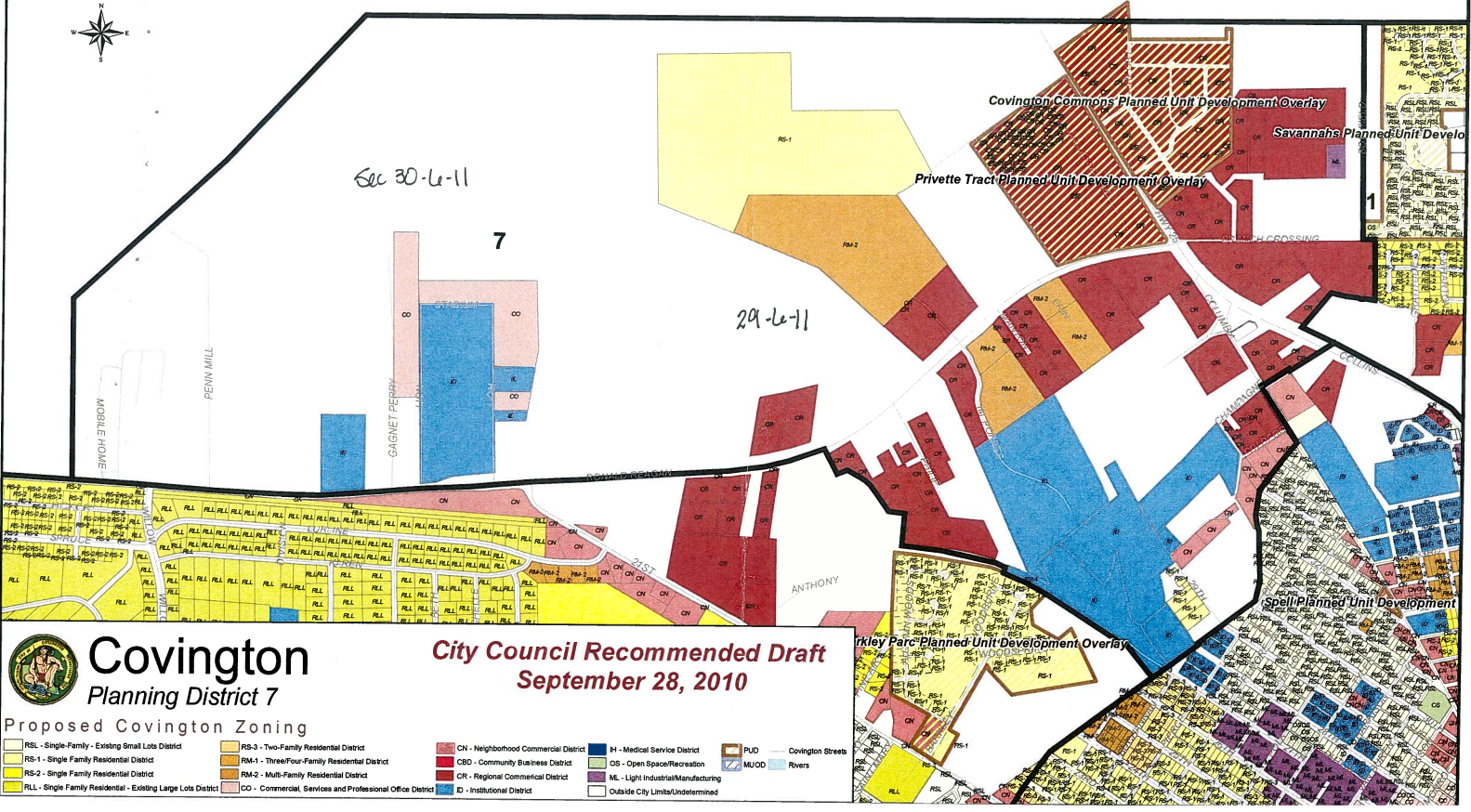
FOR PLANNING PURPOSES ONLY

Data Sources:
ESRI Tigerline Files (2009),
Covington Planning Department, and
Villavaso & Associates, LLC



"B"

ID	OVERLAY NAME	Reference	District Type
1	Savannahs Planned Unit Development Overlay	COC Ordinance #2001-04 (The Savannahs)	PUD
2	Privette Tract Planned Unit Development Overlay	COC Ordinance #2001-45 (Privette Tract)	PUD
3	Covington Commons Planned Unit Development Overlay	COC Ordinance #2009-11 (Covington Commons)	PUD
4	LA Highway 21 Planned Corridor Overlay District		MUOD
5	Historic Downtown Covington Mixed-Use Overlay		MUOD
6	Spell Planned Unit Development Overlay	COC Ordinance #2009-01 (Spell Property)	PUD
7	1907 Planned Unit Development Overlay	COC Ordinance #2010-03 (Square 1907)	PUD
8	Barkley Parc Planned Unit Development Overlay	COC Ord #2004-77, #2005-45, #2006-31 (Barkley Parc)	PUD



Covington
Planning District 7

City Council Recommended Draft
September 28, 2010

Proposed Covington Zoning

RS-1 - Single Family Residential District	RM-1 - Three-Four-Family Residential District	CN - Neighborhood Commercial District	MH - Medical Service District	PUD - Covington Streets
RS-2 - Single Family Residential District	RM-2 - Multi-Family Residential District	CBD - Community Business District	OS - Open Space/Recreation	MUOD - Rivers
RS-3 - Single Family Residential - Existing Small Lots District	CO - Commercial, Services and Professional Office District	CR - Regional Commercial District	ML - Light Industrial/Manufacturing	Rivers
RS-4 - Single Family Residential - Existing Large Lots District	ID - Institutional District	Outside City Limits/Undetermined		