

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE
ST. TAMMANY PARISH GOVERNMENT AND
ST. TAMMANY FIRE PROTECTION DISTRICT NOS. 3, 6 & 9
(Radios for 700mhz System)**

This Cooperative Endeavor Agreement ("Agreement") is made and entered into on the dates set forth herein below, pursuant to the 1974 Louisiana Constitution Article VII Section 14(C) wherein governmental entities are empowered to enter into Cooperative Endeavor Agreements and further by St. Tammany Parish Home Rule Charter sections 1-04, 1-06, 3-01 and 3-09, by and among the following parties:

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, Louisiana 70434, herein appearing by and through Patricia P. Brister, Parish President, duly authorized (hereinafter referred to as "Parish"); and

ST. TAMMANY FIRE PROTECTION DISTRICT NO. 3, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 849, Lacombe, La 70445, herein appearing by and through Pat Sicard, its Chief (hereinafter referred to as "FD#3"); and

ST. TAMMANY FIRE PROTECTION DISTRICT NO. 6, a political subdivision of the State of Louisiana, whose mailing address is 79029 Highway 437, Covington, La 70433, herein appearing by and through Harold Dutsch, its Chief (hereinafter referred to as "FD#6"); and

ST. TAMMANY FIRE PROTECTION DISTRICT NO. 9, a political subdivision of the State of Louisiana, whose mailing address is 80581 Highway 21, Bush, La 70431, herein appearing by and through Scott Brewer, its Chief (hereinafter referred to as "FD#9");

(FD#3, FD#6 and FD#9 are collectively referred to hereafter as the "Fire Districts" and individually as a "Fire District").

WHEREAS, Parish has acquired hand-held radios compatible with the St. Tammany Parish Sheriff's Office (the "Sheriff") P-25 compliant public safety radio system (the "Radio System"); and

WHEREAS, Parish has identified certain radios made available to each of the Fire Districts, respectively, as identified by their serial numbers on Exhibit "A" attached hereto, which shall also include chargers and microphones (collectively, the "Radios"); and

WHEREAS, said Radios were acquired though grant funds provided by the State of Louisiana, Governor's Office of Homeland Security and Emergency Preparedness; and

WHEREAS, Parish desires to transfer to the Fire Districts said Radios for the Fire District's use on the Radio System.

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 to this Agreement acknowledge and agree that the public purpose for this Agreement is access to a uniformly high-quality public safety communications services. The parties have determined that (a) the transfer pursuant to this Agreement is for a public purpose that comports with a governmental purpose that Parish may pursue; (b) the transfer, taken as a whole, is not gratuitous; and (c) Parish has a reasonable expectation of receiving at least equivalent value in exchange for the transfer.

2. OBLIGATIONS OF FIRE DISTRICTS

- 2.1** After full execution of this Agreement, the authorized personnel of each Fire District, as identified as shown on Exhibit "A", shall collect their Radios from Parish's Department of Homeland Security and Emergency Preparedness at 510 East Boston Street, Covington, La 70433 and sign for same on the form attached as Exhibit "A" attached hereto.
- 2.2** The Radios are provided to the Fire Districts without batteries. The Fire Districts shall procure and install compatible batteries for the Radios, at each Fire District's cost and expense. Further, the Fire Districts shall procure access to the Radio System from the Sheriff, at each Fire District's cost and expense.
- 2.3** The Fire Districts shall operate and maintain the Radios in good working condition, reasonable wear and tear excepted, and replace any one or more Radios in order to provide communications during public safety situations.
- 2.4** The Fire Districts shall not surplus and/or otherwise dispose of the Radios without the consent of Parish. The Fire Districts acknowledge that Parish may require the return of the Radios to Parish if surplus and/or disposal is desired. Further, the Fire Districts shall report to Parish's Department of Homeland Security and Emergency Preparedness any of the Radio(s) that are destroyed, lost and/or otherwise unaccounted for, along with the make, model and serial number of its replacement.
- 2.5** The Fire Districts shall cooperate with any audits, inventory reviews and/or other requests made by Parish and pertaining to the Radios.

3. OBLIGATIONS OF ST. TAMMANY PARISH

3.1 Parish hereby transfers and conveys, as-is and without any warranty as to fitness for intended use, the Radios as identified by serial number to each Fire District on Exhibit "A" attached hereto. Parish shall make the respective Radios available to each of the Fire Districts, to be picked up and signed for by each Fire Districts' authorized personnel as listed on Exhibit "A".

4. **TERMINATION AND BINDING NATURE**

4.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and approved of and executed by all parties prior to the alteration, variation, modification, or waiver of any provision of this Agreement.

4.2 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. **CONTRACTUAL VALIDITY AND MISCELLANEOUS PROVISIONS**

5.1 In the event that any one or more provisions of this Agreement is for any reason held to be illegal or invalid, the parties shall attempt in good faith to amend the defective provision in order to carry out the original intent of this Agreement.

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

5.3 Any suit filed by a party to this Agreement to resolve a dispute or controversy regarding the matters which are the subject of this Agreement shall be filed in the 22nd Judicial District Court for the Parish of St. Tammany which shall have exclusive venue and jurisdiction for any such action. Further, any dispute arising from this Agreement shall be governed by the laws of the State of Louisiana.

5.4 Any failure to take any action pursuant to this Agreement or to exercise any right granted herein does not serve as a waiver to any other obligation contained herein.

5.5 The parties acknowledge and agree that the obligations and covenants made herein give rise to contractual rights of each party and the right to demand specific performance and any claim to damages suffered hereunder.

5.6 No party herein shall assign any interest in this Agreement (whether by assignment or novation). This Agreement may be amended only by mutual written consent of the parties.

5.7 Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.

5.8 Each party has assisted in the preparation of this Agreement and has had the opportunity to make changes to the language used in this Agreement. As such, in interpreting the meaning of any language contained in this Agreement, the rule of construction that ambiguous language shall be construed against the party drafting the document shall not apply.

5.9 Each party shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, the Louisiana Code of Government Ethics (LSA R.S. 42:1101, et seq.) and the quasi-public agency audit and reporting requirements by the Louisiana Legislative Auditor (LSA R.S. 24:513A.(1)(b)(iv)) in carrying out the provisions of this Agreement.

5.10 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. **ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation of warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

7. **NO PERSONAL LIABILITY OF INDIVIDUAL REPRESENTATIVE**

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of any corporate party of his individual capacity, and neither of the officers of any party nor any official executing this Agreement shall be personally liable with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.

8. **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 FD#3:

Pat Sicard, Chief
P.O. Box 849
Lacombe, La 70445

If to FD#9:

Scott Brewer, Chief
80581 Highway 21
Bush, La 70431

If to FD#6:

Harold Dutsch, Chief
79029 Highway 437
Covington, La 70433

If to Parish:

President Patricia P. Brister
St. Tammany Parish Government
P.O. Box 628
Covington, LA 70434

(Signature pages 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 effective as of February 7th, 2018 in the presence of the undersigned witnesses.

WITNESSES:





ST. TAMMANY PARISH GOVERNMENT

BY:





Patricia P. Brister
Parish President

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 effective as of 30 Jan, 2018 in the presence of the undersigned witnesses.

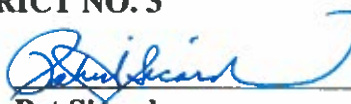
WITNESSES:



DEXTER ACCLARDO


ST. TAMMANY PARISH FIRE PROTECTION
DISTRICT NO. 3

BY:



Pat Sicard
Chief

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 effective as of 31 JAN, 2018 in the presence of the undersigned witnesses.

WITNESSES:


DEXTER ACCARDO



ST. TAMMANY PARISH FIRE PROTECTION DISTRICT NO. 6


BY: 
Harold Dutsch
Chief

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 effective as of 29 JAN, 2018 in the presence of the undersigned witnesses.

WITNESSES:



DEXTER ACLARDO


ST. TAMMANY PARISH FIRE PROTECTION
DISTRICT NO. 9

BY:



Scott Brewer
Chief

Exhibit "A"
Equipment Receipt(s)

(See attached three pages.)

EQUIPMENT RECEIPT

FROM:	OEP	Paul Reeb
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	DEPARTMENT	PRINT NAME
TO:	Fire District #6	JP Taylor

Item Description	Serial #	SPTGOV TAG #	Quantity
Radio	205CLH1316,205CLH3030,205CLH3031		10
XTS2500	205CLH3032,205CLH3034,205CLX0740		
	205CLX0741,205CLX0742,205CLX0743		
	205CLX0744		
Charger, Individual			10
Yes or No			
circle one			
Hand Mic			10
Yes or No			
circle one			
Signature & Date :			

EQUIPMENT RECEIPT

FROM:	OEP	Paul Reeb
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	DEPARTMENT	PRINT NAME
TO:	Fire District #9&10	Gary Whitehead

Item Description	Serial #	SPTGOV TAG #	Quantity
Radio	205CLF6728,205CLF6731,205CLF6745	101201, 101204, 101218	25
XTS2500	205CLF6747,205CLF6752,205CLF6756	101220, 101225, 101229	
	205CLF6760,205CLF6762,205CLF6764	101233, 101236, 101237	
	205CLF6765,205CLF6766,205CLF6771	101238, 101239, 101244	
	205CLF6772,205CLH1288,205CLH1289	101245, 101247, 101248	
	205CLH1292,205CLH1296,205CLH1298	101251, 101255, 101257	
	205CLH1299,205CLH1302,205CLH1303	101258, 101261, 101262	
	205CLH1304,205CLH1309,205CLH1312	101263, 101268, 101271	
	205CLH1313	101272	
Charger, Individual			25
Yes or No			
circle one			
Hand Mic			25
Yes or No			
circle one			
Signature & Date :			

EQUIPMENT RECEIPT

FROM:	OEP	Paul Reeb
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	DEPARTMENT	PRINT NAME
TO:	Fire District #3	Pat Sicard

Item Description	Serial #	SPTGOV TAG #	Quantity
Radio	205CLF6667,205CLF6668,205CLF6675	101141, 101142, 101149	25
XTS2500	205CLF6677,205CLF6678,205CLF6679	101151, 101152, 101153	
	205CLF6686,205CLF6687,205CLF6691	101160, 101161, 101165	
	205CLF6693,205CLF6694,205CLF6696	101167, 101168, 101170	
	205CLF6697,205CLF6698,205CLF6700	101171, 101172, 101173	
	205CLF6704,205CLF6707,205CLF6708	101177, 101180, 101181	
	205CLF6711,205CLF6715,205CLF6719	101184, 101188, 101192	
	205CLF6720,205CLF6721,205CLF6722	101193, 101194, 101195	
	205CLF6723	101196	
Charger, Individual			25
Yes or No			
circle one			
Hand Mic			25
Yes or No			
circle one			
Signature & Date :			