

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE
ST. TAMMANY PARISH GOVERNMENT AND
STARC OF LOUISIANA, INC.
(Janitorial Services – Justice Center Complex - East)**

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, 3-01 and 3-09, by and among the following parties:

ST. TAMMANY PARISH GOVERNMENT, a political subdivision of the State of Louisiana, 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

STARC OF LOUISIANA, INC., a non-profit corporation of the State of Louisiana, whose mailing address is 40201 Highway 190 East, Slidell, Louisiana 70461, represented by and through Mark B. DeLo, Ex. Director, duly elected and authorized, as per law (hereinafter referred to as “STARC”).

WHEREAS, Parish owns and operates the building at 520 Old Spanish Trail, Slidell, La formerly and commonly known as the Towers Building (hereinafter the “Justice Center Complex - East”);

WHEREAS, Parish is in need of janitorial services in the Justice Center Complex - East; and

WHEREAS, STARC desires to provide janitorial services for the Justice Center Complex - East.

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 the public purposes necessary for this Agreement include (1) the use of public funds for programs of social welfare for the aid and support of the needy; and (2) a cooperative endeavor with a non-profit entity for the payment for services rendered at fair market value for such services. The parties have determined that (1) the expenditure of public funds pursuant to this Agreement is for a public purpose that comports with a governmental purpose that Parish may pursue; (2) the expenditure, taken as a whole, is not gratuitous; and (3) Parish has a reasonable expectation of receiving at least equivalent value in exchange for the expenditure.
2. **OBLIGATIONS OF STARC**

2.1 STARC shall provide the following janitorial services:

2.1.1.1 At the Justice Center Complex – East, and for the sum of \$30,000.00 per year payable at \$2,500.00 per month, clean the common space including bathrooms, main corridors and elevators once per week, which shall include restocking of paper products where applicable to areas cleaned.

2.2 STARC shall provide its own transportation for its cleaning crews, and shall provide the Parish with an operations calendar setting forth the schedule of work to be performed pursuant to Section 2.1.

2.3 The maximum amount to be invoiced to Parish by STARC pursuant to this Agreement shall be thirty thousand and no/100 dollars (\$30,000.00) per year. STARC shall invoice Parish monthly in the amount of two thousand five hundred and no/100 (\$2,500.00) dollars. All invoices must be in the form required by the Parish's Department of Finance, supported by adequate documentation and approved before payment will be made. Payments are made only from approved documentation.

2.4 STARC agrees and obligates itself to maintain appropriate levels and types of insurance necessary to protect it, its agents and employees, its subcontractors, the Parish, and all other interested third parties, from any and all claims for damage or injury in connection with the services performed or provided throughout the Term of this Agreement, as well as for any subsequent extensions. The insurance coverages shall include as applicable, but are not limited to: Commercial General Liability, Commercial Auto Liability and Workers' Compensation/Employers Liability. STARC agrees to have St. Tammany Parish named as an additional insured on the liability insurance policies, and the policies shall be endorsed to provide a waiver of subrogation in favor of St. Tammany Parish. STARC shall present evidence of said insurance to the Parish on or before the commencement of this Agreement.

2.5 STARC shall comply with all applicable governmental laws, rules, regulations, licensing and requirements.

3. **OBLIGATIONS OF ST. TAMMANY PARISH**

3.1 Parish shall provide STARC with all cleaning products and paper products for STARC's use while providing janitorial services for the Justice Center Complex - East.

3.2 Parish shall pay STARC within fifteen (15) days following receipt of approved invoices and documentation. Parish will fund this project in the maximum amount of thirty thousand and no/100 dollars (\$30,000.00) per twelve calendar months. Any unused funds remaining at expiration of the Term shall be retained and/or reallocated by Parish and shall not be disbursed to STARC.

4. **TERMINATION AND BINDING NATURE**

- 4.1 The term of this Agreement shall begin on the date of full execution by all parties hereto and end one (1) year thereafter (the "Term"). The Term may be renewed by Parish for an additional one (1) year term, and under the same terms and conditions, upon Parish sending written notice to STARC of Parish's intention to renew on or before expiration of the then-current Term.
- 4.2 If the Term commences on a day other than the first day of a calendar month, then the payment for that first partial month shall be prorated daily based on the amount payable monthly.
- 4.3 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.
- 4.4 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.
- 4.5 Should any Party seek to terminate this Agreement for any reason prior to the expiration of the Term, the Party seeking to terminate shall provide written notice of its intent to terminate thirty (30) days prior to the date of termination.
- 4.6 The continuation of this Agreement is contingent upon the appropriation of funds by Parish to fulfill the requirements of the Agreement. If the Parish fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by the veto of the Parish President by any 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. **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 certifies that it will adhere to and follow any and all ordinances, laws and licensing requirements applicable to each Party's obligations as stated herein.
- 5.10** 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.
- 5.11** STARC agrees to indemnify and hold harmless the Parish and its officers, directors, employees, agents, contractors, vendors and all others, of and from and against any and all liability including, but not limited to, 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 any actions or inactions arising out of, in connection with, or that may arise as a result of the work performed pursuant to the Agreement, whether such claims are made by way of indemnity, contribution, subrogation or otherwise.

5.12 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 the STARC:

Rhonda T. Clark
Contract Procurement Administrator
40201 Highway 190 East
Slidell, LA 70461

If to Parish:



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

(Signature page follows.)

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 3-29-2019, 2019 in the presence of the undersigned witnesses.

WITNESSES:



ST. TAMMANY PARISH GOVERNMENT

BY:


Patricia P. Brister
Parish President


THUS DONE AND SIGNED on _____, 2019 in the presence of the undersigned witnesses.

WITNESSES:

STARC OF LOUISIANA, INC.

BY:


EXECUTIVE DIRECTOR
3-19-2019