

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE  
PARISH OF ST. TAMMANY AND THE ST. TAMMANY ASSOCIATION  
OF RETARDED CITIZENS, INC.  
(Janitorial Services at EOC)**

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

**ST. TAMMANY ASSOCIATION FOR RETARDED CITIZENS, INC.**, a non-profit corporation of the State of Louisiana, whose mailing address is 1541 St. Ann Place, Slidell, Louisiana 70460, represented by and through Mark Behan, Assistant Director, duly elected and authorized, as per law (hereinafter referred to as "STARC").

**WHEREAS**, Parish owns and operates a building located at 510 Boston Street, Covington, Louisiana (the "EOC Building"); and

**WHEREAS**, Parish is in need of janitorial services in the EOC Building; and

**WHEREAS**, STARC desires to provide janitorial services for the EOC Building.

**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 Clean all two (2) floors of the EOC Building;**
- 2.1.2 Empty all trash and refuse daily;**
- 2.1.3 Sweep, mop, vacuum, and dust;**
- 2.1.4 Clean bathrooms and kitchen areas;**
- 2.1.5 Restock paper products in bathrooms and kitchen areas;**
- 2.1.6 Sweep front entrance and breezeway, and pick up all trash and cigarette butts;**
- 2.1.7 Clean windows and window shades every six (6) months; and**
- 2.1.8 Assist maintenance supervisor as needed.**

**2.2 STARC shall provide its own transportation for its cleaning crews, and shall provide the Parish with a two hundred forty (240) day 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 eighteen thousand seven hundred twenty and no/100 (\$18,720.00) dollars. STARC shall invoice Parish monthly in the amount of one thousand five hundred sixty and no/100 (\$1,560.00) 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 EOC Building.

**3.2** Parish shall pay STARC within fifteen (15) days following receipt of approved invoices and documentation.

**3. TERMINATION AND BINDING NATURE**

**3.1** The term of this Agreement shall begin on January 1, 2015 and end on December 31, 2015 (the "Term"). No Term renewal or extension shall be provided without the express written consent of Parish, in Parish's sole discretion.

**3.2** 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.

**3.3** 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.

**3.4** 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.

**3.5** 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.

**4. CONTRACTUAL VALIDITY AND MISCELLEANOUS PROVISIONS**

**4.1** 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.

- 4.2 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.
- 4.3 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 22<sup>nd</sup> 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.
- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.
- 4.8 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.
- 4.9 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. 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.

**6. 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.

**7. 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  
1541 St. Ann Place  
Slidell, LA 70460

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 effective as of 12-23-2014, 2014 in the presence of the undersigned witnesses.

WITNESSES:

Angel L. Byrum  
Angel L. Byrum  
Trilby Lenfant  
Trilby Lenfant

ST. TAMMANY PARISH GOVERNMENT

BY: Patricia P. Brister  
Patricia P. Brister  
Parish President

THUS DONE AND SIGNED effective as of 12/15/2014, 2014 in the presence of the undersigned witnesses.

WITNESSES:

Betty Baker  
Betty Baker  
Rhonda Clark  
Rhonda Clark

ST. TAMMANY ASSOCIATION FOR  
RETARDED CITIZENS, INC.

BY: Mark Bohan  
Mark Bohan  
Assistant Director