



St. Bernard Parish Council

8201 West Judge Perez Drive Chalmette, Louisiana, 70043
(504) 278-4228 Fax (504) 278-4209
www.sbpq.net

#17

Guy McInnis
*Councilman
at Large*

George Cavignac
*Councilman
at Large*

Ray Lauga, Jr.
*Councilman
District A*

Nathan Gorbaty
*Councilman
District B*

Richard "Richie" Lewis
*Councilman
District C*

Casey W. Hunnicutt
*Councilman
District D*

**Manuel "Monty"
Montelongo III**
*Councilman
District E*

Roxanne Adams
Clerk of Council

EXTRACT OF THE OFFICIAL PROCEEDINGS OF THE COUNCIL OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA, TAKEN AT A REGULAR MEETING HELD IN THE COUNCIL CHAMBERS OF THE ST. BERNARD PARISH GOVERNMENT COMPLEX, 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA ON TUESDAY, DECEMBER 2, 2014 AT SEVEN O'CLOCK P.M.

On motion of Mr. Montelongo, seconded by Mr. Lewis, it was moved to **adopt** the following resolution:

RESOLUTION SBPC #1259-12-14

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT OR HIS DESIGNEE TO SIGN A COOPERATIVE ENDEAVOR AGREEMENT WITH ST. TAMMANY PARISH FIRE PROTECTION DISTRICT NO. 7 TO SELL ONE 1998 SPARTAN/FERRARA FIRE APPARATUS VIN #4S7HT8198WCO27944 FOR THE PRICE OF FIFTEEN THOUSAND AN NO/100 (\$15,000.00), WHICH IS FAIR MARKET VALUE OF THE APPARATUS.

WHEREAS, the St. Bernard Parish Council decrees that it is in the best interest of St. Bernard Parish that a cooperative endeavor agreement be perfected between St. Bernard Parish Government and St. Tammany Parish Fire Protection District No. 7 so that St. Bernard Parish Government can transfer the 1998 Spartan/Ferrara Fire Apparatus Vin# 4S7HT8198WC027944 to St. Tammany Parish Fire Protection District No.7 for \$15,000.00, which is fair market value; and,

WHEREAS, the St. Bernard Parish Council decrees the attached Exhibit "A" is a proper and fair Cooperative Endeavor Agreement to effectuate the transfer to St. Tammany Parish Fire Protection District No.7.

NOW THEREFORE, BE IT RESOLVED, that the St. Bernard Parish Council, the governing authority of St. Bernard Parish, does hereby authorize the Parish President or his designee to sign a Cooperative Endeavor Agreement with St. Tammany Parish Fire Protection District No. 7 to sell one 1998 Spartan/Ferrara Fire Apparatus Vin# 4S7HT8198WC027944 for the price of Fifteen Thousand Dollars and No/100 (\$15,000.00), which is fair market value of the apparatus.



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Extract #17 continued
December 2, 2014

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

YEAS: Lauga, Gorbaty, Lewis, Hunnicutt, Montelongo, Cavignac

NAYS: None

ABSENT: None

The Chairman, Mr. McInnis, cast his vote as **YEA**.

And the motion was declared **adopted** on the 2nd day of December, 2014.

CERTIFICATE

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of a motion adopted at a Regular Meeting of the Council of the Parish of St. Bernard, held at Chalmette, Louisiana, on Tuesday, December 2, 2014.

Witness my hand and the seal
of the Parish of St. Bernard on
this 2nd day of December, 2014.

ROXANNE ADAMS
CLERK OF COUNCIL

Exhibit A

COOPERATIVE ENDEAVOR AGREEMENT (Purchase of Fire Apparatus)

This Agreement ("Agreement") is made and entered into on the day, month and year set forth herein below, pursuant to Article VII, Section 14(C) and (E) of the Constitution of the State of Louisiana which provides that political subdivisions may engage in cooperative endeavors for a public purpose:

ST. BERNARD PARISH GOVERNMENT AND/OR IT'S FIRE DEPARTMENT, a political subdivision of the State of Louisiana and a division authority of St. Bernard Parish, whose mailing address is 8201 W. Judge Perez Dr. Chalmette, La. 70043, herein appearing by and through President David E. Peralta or his authorized designee, duly authorized by St. Bernard Parish Government (hereinafter referred to as "Department"); and

ST. TAMMANY PARISH FIRE PROTECTION DISTRICT NO. 7, a political subdivision of St. Tammany Parish, whose mailing address is 73469 Highway 41 Pearl River, La. 70452, herein appearing by and through John Sammons, its Chairman, duly authorized by the District Board of Commissioners (hereinafter referred to as "District"); and

The above captioned parties hereinafter may be collectively referred to as "Parties" and individually as "Party" who jointly enter into this Agreement with the intent and desire to better serve all the citizens, the communities of this Parish and the general public at large to fullest extent of the law:

WHEREAS, The Department has declared as surplus one 1998 Spartan/Ferrara Fire Apparatus Vin# 4S7HT8198WC027944 to be sold; and

WHEREAS, the District wishes to purchase the apparatus for the purpose of fire suppression within the fire protection area; and

WHEREAS, the purchase of the apparatus promotes and enhances public safety in St. Tammany Parish and St. Bernard Parish; and

WHEREAS, the price of fifteen thousand and no/100 (\$15,000.00) dollars is fair market value for the apparatus; and

WHEREAS, the purchase of the apparatus is mutually beneficial for the St. Bernard Parish Fire Department and St. Tammany Fire Protection District No. 7 and serves to promote public safety in St. Bernard Parish and in St. Tammany Fire Protection District No. 7; and

WHEREAS, both the Parties desire to enter into this agreement for the purpose of setting out each of the Party's duties and obligations in the furtherance of this Project; and

WHEREAS, this Agreement is entered into pursuant to Section 7 (C) and (E) of the Louisiana State Constitution which authorizes governmental entities to enter into Cooperative Endeavor Agreements.

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. DISTRICT Obligation

1.1 The District shall make payment in the amount of Fifteen Thousand and no/100 (\$15,000.00) Dollars to the Department

1.2 The District will be responsible for relocation of the apparatus to the District's station.

2. DEPARTMENT Obligations

2.1 The DEPARTMENT will be responsible to transfer title and ownership to the DISTRICT.

2.2 The DEPARTMENT will provide the DISTRICT with all manuals, maintenance records and pump test records.

2.3 The DEPARTMENT will leave ground ladders and deck gun on the apparatus.

2.3 The DEPARTMENT will ensure the apparatus is functional and ready to be driven.

3. Miscellaneous Provisions

3.1 This Agreement shall continue in full force and effect until the District and Department obligations have been fulfilled in its entirety from the effective date hereof and shall remain binding on the Parties and their respective successors and assigns.

3.2 The terms and conditions hereof shall be held be accomplished in a timely manner.

3.3 That the parties agree, in the event of default that each party shall be responsible for their respective costs and any other related expenses.

3.4 Any claim or controversy arising out of this Agreement shall be resolved as per law.

3.5 No Party herein shall assign any interest in this Agreement (whether by assignment or novation).

- 3.6 The District and Department both agree to indemnify, hold harmless and defend each other, and their respective officers, 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 transfer of the apparatus hereinafter arising from claims or violations resulting from such transfer performed in the course and scope 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 accomplishing the transfer.
- 3.7 If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, that clause or term shall be severable and the remainder of the Agreement shall remain in full force and effect.

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 Louisiana, as of the dates set forth, below after diligent reading of the whole, in various counterparts.

(Signature page follows.)

**SIGNATURE PAGE FOR COOPERATIVE ENDEAVOR AGREEMENT BETWEEN ST. BERNARD
PARISH GOVERNMENT AND ST. TAMMANY PARISH FIRE PROTECTION DISTRICT NO. 7**

THUS DONE AND SIGNED on the _____ day of _____, 20____ in the presence of
the undersigned witnesses.

WITNESSES:

ST. BERNARD PARISH

BY:

**DAVID E. PERALTA, PARISH
PRESIDENT**

THUS DONE AND SIGNED on the _____ day of _____, 20____ in the presence of
the undersigned witnesses.

WITNESSES:

**ST. TAMMANY PARISH FIRE PROTECTION DISTRICT
NO. 7**

BY:

**JOHN SAMMONS
CHAIRMAN**

BILL OF SALE OF MOVABLES

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned authority duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared:

ST. BERNARD PARISH GOVERNMENT

Seller, a political subdivision of the State of Louisiana, who hereby sells and delivers with full and general warranty of title onto:

ST. TAMMANY PARISH FIRE PROTECTION DISTRICT NO. 7

Buyer, a political subdivision of the Parish of St. Tammany, the following movable property:

<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>VIN</u>	<u>MILEAGE</u>	<u>PRICE</u>
Spartan/Ferrara	1500 G.P.M. Pumper	1998	4S7HT819WCO27944		\$15,000.00

DATE OF SALE: _____

Seller warrants that there are no mortgages, liens, or encumbrances of any kind against the movable property sold or any accessories attached thereon.

(Signature page follows.)

SIGNATURE PAGE FOR BILL OF SALE BETWEEN ST. BERNARD PARISH GOVERNMENT AND ST. TAMMANY PARISH FIRE PROTECTION DISTRICT NO. 7

THUS DONE AND PASSED on the _____ day of _____, 20____ in the presence of the undersigned notary public.

SELLER: ST. BERNARD PARISH GOVERNMENT

BY: _____
DAVID E. PERALTA, PARISH PRESIDENT

Notary Public

THUS DONE AND PASSED on the _____ day of _____, 20____ in the presence of the undersigned notary public.

BUYER: ST. TAMMANY PARISH FIRE PROTECTION DISTRICT NO. 7

BY: _____
JOHN SAMMONS
CHAIRMAN

Notary Public