

1 Introduced February 25, 2025, by
2 Councilwoman Haggerty, seconded by
3 Councilman DiSanti, (by request of
4 Administration)

5 Item No. 25-02-3575

6
7 **ORDINANCE NO. 4221**

8 An ordinance authorizing the Mayor of the City of Slidell to enter into a
9 Cooperative Endeavor and Lease Agreement for the lease of the Slidell Senior Citizen
10 Center to the St. Tammany Council on the Aging, Inc, effective July 1, 2025.

11 WHEREAS, Article VII, Section 14(C) of the Constitution of the State of
12 Louisiana provides that "[f]or a public purpose, the state and its political subdivisions . . .
13 may engage in cooperative endeavors . . . with any public or private association,
14 corporation, or individual"; and
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16 WHEREAS, La. R.S. 41:1291 further allows for the leasing of immovable
17 property between public entities; and
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19 WHEREAS, the St. Tammany Council on the Aging, Inc. ("COAST"), a quasi-
20 public entity, provides Slidell seniors (among others in St. Tammany) with services
21 designed to maintain and enhance their quality of life, wellbeing, independence, and
22 involvement in the community, which are public purposes the City is authorized to pursue
23 both directly and, indirectly, by contract; and
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25 WHEREAS, COAST has had a partnership with Slidell for decades wherein
26 COAST pursues its mission in Slidell by providing its services to Slidell seniors, including
27 health and wellness activities, select meals, transportation, and related services, and
28 Slidell has provided COAST with a "home base" facility in the city out of which to operate
29 for a reduced cost; and
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4 WHEREAS, this partnership provides a concrete benefit to the community and
5 encompasses functions COAST and Slidell are authorized to undertake; and
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7 WHEREAS, COAST and Slidell desire to enter into a new Cooperative
8 Endeavor and Lease Agreement to provide for the continuation of this partnership,
9 pursuant to the terms and conditions stated therein; and
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11 WHEREAS, the Slidell Senior Center will continue to be utilized for a public
12 purpose through such an Agreement.
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14 NOW THEREFORE, BE IT ORDAINED by the Slidell City Council that the
15 Mayor of the City of Slidell is authorized, on behalf of the City of Slidell, to enter into a new
16 Cooperative Endeavor and Lease Agreement with the St. Tammany Council on the Aging,
17 Inc. for the lease and use of the Slidell Senior Citizen Center, effective July 1, 2025, under
18 the terms substantially set forth in the Cooperative Endeavor and Lease Agreement
19 attached hereto as Exhibit A, and to take all ancillary action in connection therewith.
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25 **ADOPTED** this 11th day of March, 2025.

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29 Megan Haggerty
30 President of the Council
31 Councilwoman, District C

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33 Bill Borchert
34 Mayor

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36 Thomas P. Reeves
37 Council Administrator
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DELIVERED	3/13/25
8:30 am	to the Mayor
RECEIVED	3/15/25
10:20 am	from the Mayor

EXHIBIT A

COOPERATIVE ENDEAVOR AND LEASE AGREEMENT

This **COOPERATIVE ENDEAVOR AND LEASE AGREEMENT** (this "Agreement"), is made and entered into effective as of the 1st day of July 2025 (the "Effective Date") and is by and between:

- City of Slidell, Louisiana, a municipality and political subdivision of the State of Louisiana (the "COS"); and
- St. Tammany Council on the Aging, Inc., a Louisiana non-profit corporation and quasi-public agency ("COAST").

WITNESSETH:

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that "[f]or a public purpose, the state and its political subdivisions . . . may engage in cooperative endeavors . . . with any public or private association, corporation, or individual"; and

WHEREAS, La. R.S. 41:1291 further allows for the leasing of immovable property between public entities; and

WHEREAS, COAST's mission is to provide St. Tammany Parish seniors with services designed to maintain and enhance their quality of life, wellbeing, independence, and involvement in the community; and

WHEREAS, COAST has had a partnership with the COS for decades wherein COAST pursues its mission in the COS by providing its services to COS seniors, including health and wellness activities, select meals, transportation, and related services (the "Services"), and the COS has provided COAST with a "home base" facility in the COS out of which to operate for a reduced cost; and

WHEREAS, this partnership provides a concrete benefit to the community and encompasses functions COAST and the COS are authorized to undertake; and

WHEREAS, COAST and the COS desire to enter into this Agreement to provide for the continuation of this partnership, pursuant to the terms and conditions stated herein.

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

EXHIBIT A

ARTICLE I **PURPOSE**

- 1.1 The recitals set forth above are incorporated herein and expressly made a part of this Agreement.
- 1.2 The purpose of this Agreement is to memorialize the cooperative endeavor and lease between and among COAST and the COS for COAST to provide the Services in a COS-facility and around the COS, which Services are expected to provide substantial benefits to the COS and its residents in the form of local, public, senior benefit opportunities that are at least equivalent in value to the reduced cost lease provided by the COS. Further, the Agreement is consistent with the public mandate of each party. Similarly, COAST is receiving commensurate benefits from reduced operational costs.

ARTICLE II **ADDITIONAL DEFINITIONS**

- 2.1 **Center** means the COS's Senior Citizen Center, an approximately 11,728 sq. ft. facility located at 610 Cousin Street, Slidell, LA 70458, and the ancillary COS-owned parking area, storage, and green space at such site.
- 2.2 **Days of Operation** means those days the Center will be available to COAST for the Services, being Monday through Friday and, by pre-approval of the COS on an event-by-event basis, any other day.
- 2.3 **Hours of Operation** means the hours the Center will be available for use for the Services, being 7:30 a.m. until 4:00 p.m., during the Days of Operation and, by pre-approval of the COS on an event-by-event basis, any other hours.

ARTICLE III **AGREEMENTS OF THE PARTIES**

- 3.1 The parties agree that, during the term of this Agreement, COAST shall:
 - 3.1.1 Pay to the COS, on or before the first of the month for each month this Agreement is in effect, a Center use fee of \$2,000.00. This monthly use fee shall increase 10% for each Renewal Term (i.e. \$2,200.00 per month for the first Renewal Term; \$2,420.00 per month for the second Renewal Term). Payments more than 10 days overdue are subject to a 5% penalty; and
 - 3.1.2 At the end of each Lease year (or partial year if Lease ends before a full year), also pay the COS a lump sum payment of 10% of any building maintenance/repair costs incurred by the COS for the preceding Lease year (or partial year), subject to a \$2,000.00 max total annual

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maintenance/repair payment; and

- 3.1.3 Provide the Services at the Center and, with respect to transportation services, around the COS, on a regular basis to COS seniors who meet COAST's (legally compliant) eligibility criteria; and
- 3.1.4 Be responsible, to the exclusion of the COS, for (i) the advertisement of the Services, (ii) the registration of participants in the Services (as applicable), (iii) the acceptance, processing, deposit, and refunding of fees for Services (as applicable); and (iv) the overall management of the Services; and
- 3.1.5 Be responsible, to the exclusion of the COS, for any salary or compensation owed to COAST's respective personnel or contractors providing the Services or fulfilling obligations which are the responsibility of COAST hereunder, including the payment of any applicable employer payroll or related taxes; and
- 3.1.6 Be responsible for the unlocking, locking, and supervision of the Center in relation to the presentation of Services provided there; and
- 3.1.7 Be responsible for general maintenance/set up/take down/clean up at the Center on COAST's Days of Operation (e.g. cleaning of spills, dirt, food, scuffs, and bathrooms, and equipment set up/take down; the Center to be at least "broom clean" at the end of each use); and
- 3.1.8 Be responsible further for all grounds maintenance (mowing, weed eating, gardens, etc.) at the Center; and
- 3.1.9 Be responsible for the provision of restroom supplies at the Center for any Days of Operation; and
- 3.1.10 Be responsible for the payment of any desired internet and security/alarm services at the Center (alarm services being required); and
- 3.1.11 Be responsible for the repair of any damages its causes to the Center (whether through its officers, employees, contractors, volunteers, agents, or clients), notwithstanding anything in this Agreement to the contrary, and normal wear and tear excepted; and
- 3.1.12 Not utilize the Center or authorize the utilization of the Center at any times, for any activities, or under any terms, not authorized in this Agreement; and

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- 3.1.13 Not allow any person to provide services at the Center who has been convicted of, or plead guilty or nolo contendere to, any crime of violence (as defined in La. R.S. 14:2) or any sex-related offense; and
 - 3.1.14 Maintain general liability insurance, on an occurrence basis, covering their respective operations at the Center under this Agreement, in amounts no less than \$1,000,000 per occurrence/\$2,000,000 in the aggregate. The COS shall be named as an additional insured on each such policy, which policy shall be considered primary to any similar policy held by the City. COAST shall provide the COS with evidence of the existence and maintenance of this policy; and
 - 3.1.15 Hold harmless, defend, and indemnify the COS, and the COS's elected officials, employees, and agents, from and against all claims of personal injury, death, or property damage arising out of or related to, directly or indirectly, COAST's performance of its respective obligations under this Agreement, whether directly or through its respective officers, employees, contractors, volunteers or agents, except to the extent such claims arise solely from the acts or omissions of the COS, or the COS's elected officials, employees, or agents. The obligations of this paragraph shall survive termination of this Agreement, including by expiration, for matters occurring during the term of this Agreement.
- 3.2 The parties agree that, during the term of this Agreement, the COS shall:
- 3.2.1 Make the Center available to COAST for COAST's Services on the Days of Operation during the Hours of Operation; and
 - 3.2.2 Be responsible for the payment of all utilities at the Center, except for internet service and alarm/security service; and
 - 3.2.3 Be responsible for the general structural and mechanical maintenance at the Center (i.e. roof, windows, doors, walls, plumbing, HVAC), subject to COAST's maintenance/repair costs obligations and COAST's responsibility for damage it causes; and
 - 3.2.4 Maintain the right to close the Center in the event of any natural disaster, emergency, or other force majeure. The COS shall not be responsible for any registration fees paid by COAST clients or any costs or liabilities incurred by COAST for any such closure or for any early termination by the COS or without the fault of the COS; and
 - 3.2.5 Maintain the right to use or rent the Center for its public purposes before or after Hours of Operation, and on non-Days of Operation. For any such uses, the COS shall be responsible for general maintenance/set up/take down/clean up; and

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- 3.2.6 Hold, harmless, defend, and indemnify each COAST from and against all claims of personal injury, death, or property damage arising out of or related to, directly or indirectly, the COS's performance of its obligations under this Agreement, whether directly or through its respective officers, employees, contractors, volunteers or agents, except to the extent such claims arise solely from the acts or omissions of COAST, or its officers, employees, contractors, volunteers or agents. The obligations of this paragraph shall survive termination of this Agreement, including by expiration, for matters occurring during the term of the Agreement.
- 3.3 The parties agree that the COS shall not be responsible for the loss, theft, damage, or destruction of any of property brought to or left at the Center by COAST, its officers, employees, contractors, volunteers, agents, or clients, except to the extent any such loss arises solely from the gross negligence or intentional tortious acts of the COS or the COS's elected officials, employees, or agents.
- 3.4 The parties agree that their relationship with one another is that of independent contractors, and that no employment relationship exists between them. The COS shall not be responsible for the compensation of any employee, contractor, agent, or volunteer of COAST providing services at the Center.

ARTICLE IV TERM

- 4.1 This Agreement shall run for five (5) years from its Effective Date (the "Initial Term"). This Agreement shall automatically renew for two successive terms of five (5) years each (each a "Renewal Term"), unless COAST provides the COS with written notice of its intent not to renew the Agreement at least 180 days in advance of the end of the then current Term.
- 4.2 The COS may terminate this Agreement, at any time, if the Center is damaged or destroyed so as to make the holding of the Services there, in the opinion of the COS, impossible, unsafe, or impractical and/or the repair of same cost prohibitive.
- 4.3 Any non-breaching party may terminate this Agreement, if another party fails to fulfill any of its material obligations hereunder, and such party fails to cure its breach within thirty (30) days' written notice of same.

ARTICLE V DISCRIMINATION

- 5.1 The parties hereby agree to abide by the requirements of the following, as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive

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Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972, as amended; the Age Discrimination Act of 1975, the Fair Housing Act of 1968, as amended; the Americans with Disabilities Act of 1990, as amended; and Title II of the Genetic Information Nondiscrimination Act of 2008, as amended, in the performance of their respective obligations contemplated under this Agreement.

- 5.2 The parties further agree not to unlawfully discriminate in employment practices and shall fulfill their obligations under this Agreement without regard to race, color, age, religion, sex, national origin, veteran status, genetic information, political affiliation, or disability.

ARTICLE VI **NON-ASSIGNMENT**

No party hereto shall assign any interest in this Agreement, nor shall it transfer any interest herein, whether by assignment or novation, without the prior written consent of the other parties.

ARTICLE VII **THIRD PARTY BENEFICIARIES**

Nothing in this Agreement shall be construed to create any obligation, duty, or benefit with respect to any person or entity that is not a party hereto.

ARTICLE VIII **LEGAL COMPLIANCE**

The parties shall comply with all applicable federal, state, and local laws and regulations, including, but not limited to, the Louisiana Code of Governmental Ethics (La. R.S. 42:1101, et seq.), in carrying out the provisions of this Agreement.

ARTICLE IX **CONTROLLING LAW / VENUE**

- 9.1 The interpretation of this Agreement and the rights of all parties herein shall be construed under and governed by the laws of the State of Louisiana.
- 9.2 The parties hereto submit to the exclusive jurisdiction and venue of the Twenty-Second Judicial District Court, St. Tammany Parish, Louisiana for resolution of any dispute arising hereunder, by non-jury trial.

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ARTICLE X **ENTIRE AGREEMENT / SEVERABILITY**

- 10.1 This Agreement, including any documents or attachments expressly incorporated herein, constitutes the entirety of the agreement between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements. No representations were made or relied upon by either party, other than those expressly set forth in this Agreement, with respect to the subject matter hereof.
- 10.2 Each and every part, term, or provision of this Agreement is severable from the others. Notwithstanding any possible future finding by a duly constituted authority that a particular part, term, or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby unless the cause of this Agreement would be defeated thereby.

ARTICLE XI **MODIFICATION**

Any alterations, variations, modifications, waivers of provisions, and/or amendments to this Agreement shall be valid only when they have been reduced to writing, duly signed both parties.

ARTICLE XII **RECORDS RETENTION**

The parties agree to retain all books, records, and other documents relevant to this Agreement and any funds expended hereunder for the longest period of (i) three (3) years after the Effective Date; (ii) the time required by the party's applicable records retention schedule; or (iii) the period of time required by applicable Federal law if Federal funds are used in relation to this Agreement.

ARTICLE XIII **PROVISION REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of any party, the Agreement shall forthwith be amended to make such insertion or correction.

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ARTICLE XIV NOTICES AND PAYMENTS

All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery or by placing same in the United States Mail, properly addressed and postage prepaid, or by email to:

CITY OF SLIDELL:

City of Slidell

Attn: Mayor

P.O. Box 828

Slidell, LA 70459

(each of the following:) bborchert@cityofslidell.org; jwelborn@cityofslidell.org;
tschneidau@cityofslidell.org; detheredge@cityofslidell.org

ST. TAMMANY COUNCIL ON THE AGING, INC.

St. Tammany Council on the Aging, Inc.

Attn: Executive Director

72060 Ramos Ave.

Covington, LA 70433

(each of the following:) akudel@coastseniors.org; gnicoll@coastseniors.org;
coast@coastseniors.org

or such other address as a party may designate in writing from time to time. Notwithstanding the foregoing, issues arising under this Agreement which require immediate attention should be conveyed to Desiree Etheredge, Facilities Manager, at 985-503-6052.

All payments due from COAST hereunder to the COS shall be sent to:

City of Slidell

Attn: Department of Finance

PO Box 828

Slidell, LA 70459

Or hand delivered to the COS's Department of Finance at its offices at 2045 Second Street, Slidell, LA 70458.

ARTICLE XV AUTHORITY

Each person signing this Agreement in a representative capacity represents and warrants that he/she has the authority to do so and thereby fully bind his/her entity hereto.

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ARTICLE XVI COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURES ON FOLLOWING PAGE(S)]

EXHIBIT A

COOPERATIVE ENDEAVOR AGREEMENT [SIGNATURE PAGE]

Executed on the date(s) noted below, effective as of the Effective Date.

St. Tammany Council on the Aging, Inc.

By: _____

Print: _____

Its: _____

Date: _____

City of Slidell, State of Louisiana

By: _____

Print: _____

Its: Mayor

Date: _____