

ST. TAMMANY PARISH COUNCIL

ORDINANCE

ORDINANCE CALENDAR NO. 3963

ORDINANCE COUNCIL SERIES NO.

COUNCIL SPONSOR: BINDER/DAVIS

PROVIDED BY: COUNCIL OFFICE/LEGAL

INTRODUCED BY MR. GOULD

SECONDED BY MR. BELLISARIO

ON THE 6TH DAY OF NOVEMBER, 2008

ORDINANCE AUTHORIZING THE PARISH OF ST. TAMMANY, THROUGH THE OFFICE OF THE PARISH PRESIDENT, TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE PARISH OF ST. TAMMANY AND SUB-DRAINAGE DISTRICT NO. 2 OF GRAVITY DRAINAGE DISTRICT NO. 5.

WHEREAS, the Parish is to ensure the public health, safety and welfare of its citizens; and

WHEREAS, maintaining public infrastructure and making improvement as needed is also an obligation of the Parish; and

WHEREAS, there exists a common drainage ditch between Meadowbrook and Rosedown Subdivision in St. Tammany Parish, LA. Meadowbrook Subdivision is included in the Sub-Drainage District No. 2 of Gravity Drainage District No. 5. Rosedown Subdivision is located within St. Tammany Parish.

WHEREAS, Meadowbrook Subdivision and Rosedown Subdivision previously experienced flooding along this common boundary, and it was necessary to perform certain improvements to the ditch to relieve the flooding condition; and

WHEREAS, the Parish and the District agreed to share the costs of certain improvements to the ditch. The construction is completed and the total amount of the invoices for the work is ONE HUNDRED THOUSAND SEVEN SIX HUNDRED SIXTY SEVEN AND 28/100(\$107,667.28). The Parish's portion to be paid towards the costs of construction of the ditch is FIFTY THOUSAND AND 00/100 (\$50,000.00); and

WHEREAS, St. Tammany Parish appropriated sufficient funds for the above mentioned capitol improvements as it is included on the 2008 Capitol Budget which was approved by the St. Tammany Parish Council in Ordinance No. 3653; and

WHEREAS, it is the desire of the St. Tammany Parish Government to enter into a Cooperative Endeavor Agreement by and between the Parish and the Sub-Drainage District No. 2 of Gravity Drainage District No. 5 regarding the construction of the above described improvements.

THE PARISH OF ST. TAMMANY HEREBY ORDAINS, that the Parish of St. Tammany, through the Office of the Parish President, be authorized to enter into Cooperative Endeavor Agreement with the Sub-Drainage District No. 2 of Gravity Drainage District No. 5 and to take any and all necessary actions to enter into the Cooperative Endeavor Agreement for activities in support of relieving flooding conditions in the above described subdivisions and other public purposes.

That any actions previously taken by the Office of the Parish President to enter into the Cooperative Endeavor Agreement are ratified and accepted accordingly.

REPEAL: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SEVERABILITY: If any provision of this ordinance shall be held to be invalid, such invalidity shall not affect any other provision herein which can be given effect without the invalid provision and to this end the provisions of this Ordinance are hereby declared to be severable.

EFFECTIVE DATE: This Ordinance shall become effective immediately upon final adoption.

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MOVED OR ADOPTION BY _____, SECONDED BY _____

WHEREUPON THIS ORDINANCE WAS SUBMITTED TO A VOTE AND RESULTED IN THE FOLLOWING:

YEAS:

NAYS:

ABSTAIN:

ABSENT:

THIS ORDINANCE WAS DECLARED DULY ADOPTED AT A REGULAR MEETING OF THE PARISH COUNCIL HELD ON THE ____ DAY OF _____, 2008, AND BECOMES ORDINANCE COUNCIL SERIES NO. _____.

JERRY BINDER, COUNCIL CHAIRMAN

ATTEST:

THERESA FORD, COUNCIL CLERK

KEVIN C. DAVIS, PARISH PRESIDENT

Published Introduction October 30, 2008

Published Adopted _____, 2008

Delivered to Parish President on _____, 2008 @ _____

Returned to Council Clerk on _____, 2008 @ _____

COOPERATIVE ENDEAVOR AGREEMENT

**BY AND BETWEEN THE PARISH OF ST. TAMMANY
AND SUB-DRAINAGE DISTRICT NO. 2 OF GRAVITY DRAINAGE
DISTRICT NO.5 OF ST. TAMMANY PARISH**

**STATE OF LOUISIANA
PARISH OF ST. TAMMANY**

BE IT KNOWN, that on this _____ day of _____, 2008, the following parties: **PARISH OF ST. TAMMANY**, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 628, Covington, Louisiana, 70434, herein appearing by and through Kevin C. Davis, Parish President, duly authorized by law (hereinafter referred to as "Parish"); and **SUB-DRAINAGE DISTRICT NO. 2 OF GRAVITY DRAINAGE DISTRICT NO.5**, (hereinafter sometimes referred to as "District"), whose mailing address is 2895 Highway 190 East-Suite 208, Mandeville, Louisiana, 70471 represented by and through Otto Mehrgut, its Chairman, duly elected and authorized, as per law, who jointly enter into this Agreement with the intent and desire to better serve the citizens and communities of the Parish and the District to the fullest extent of the law.

WHEREAS, there exists a common drainage ditch between Meadowbrook and Rosedown Subdivision in St. Tammany Parish, LA, hereinafter referred to as "ditch." Meadowbrook Subdivision is included in the Sub-Drainage District No. 2 of Gravity Drainage District No. 5. Rosedown Subdivision is located within St. Tammany Parish. Both Meadowbrook Subdivision and Rosedown Subdivision previously experienced flooding along this common boundary and it was necessary to perform certain improvements to the ditch to relieve the flooding condition; and

WHEREAS, The Parish and the District agreed to share the costs of certain improvements to the ditch. The construction is complete and the total amount of the invoices for the work is ONE HUNDRED THOUSAND SEVEN SIX HUNDRED SIXTY SEVEN AND 28/100(\$107,667.28). The Parish's portion to be paid towards the costs of construction of the ditch is FIFTY THOUSAND AND 00/100 (\$50,000.00); and

WHEREAS, St. Tammany Parish appropriated sufficient funds for the above mentioned capitol improvements as it is included on the 2008 Capitol Budget which was approved by the St. Tammany Parish Council in Ordinance No. ; and

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained in this Agreement, the Parties agree and bind their respective Offices as follows:

ARTICLE I. OBLIGATIONS OF THE PARTIES

1. The Parish will tender funds in the amount of FIFTY THOUSAND AND 00/100 (\$50,000.00) towards the cost of construction upon proof of all work performed and upon tender of invoices for the work;
2. The District verifies that the construction was performed in accordance with all applicable State and Parish ordinances and regulations; and
3. The District verifies that the construction was performed in accordance with all Public Bid Laws.

ARTICLE II. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana and the laws and ordinances of the State and the Parish, including but not limited to the Public Bid Laws.

ARTICLE III. NOTICES

Any notice or payment required or permitted hereunder shall be in writing and sent by certified mail, overnight express, or personally delivered, addressed to the party to receive the notice as set out below. Each party shall be responsible to notify the other of any change in address or official:

Parish of St. Tammany

c/o Kevin C. Davis, Parish President

P.O. Box 628

Covington, Louisiana 70434

Sub-Drainage District No. 2 of

Gravity Drainage District No. 5

c/o Otto Mehrgut

2895 Hey 190 East, Ste. 208

Mandeville, LA 70471

ARTICLE IV. REMEDIES FOR DEFAULT

Any claim or controversy arising out of this Agreement shall be resolved as per law. Venue and jurisdiction shall be the 22nd Judicial District Court for the Parish of St. Tammany. The 22nd Judicial District Court shall be the exclusive venue for any dispute between the parties herein. No other Court either federal or state shall be considered a court of competent jurisdiction.

ARTICLE V. ASSIGNMENT AND AMENDMENT

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 respective parties.

ARTICLE VI. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to the other person or circumstances shall not be affected thereby, and shall be enforced to the greatest extent permitted by law.

ARTICLE VII. APPEARANCES

The representative herein below warrants that he has the requisite authority and permission to enter, sign and bind his Office.

ARTICLE VIII. MODIFICATION/ TERMINATION

This Agreement may be modified and/or terminated by the mutual written consent of both parties.

THUS DONE AND SIGNED at Mandeville, Louisiana on the day, month and year written herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of this _____ day of _____, 2008.

WITNESSES:

PARISH OF ST. TAMMANY

By: _____
KEVIN C. DAVIS, PARISH
PRESIDENT

IN WITNESS WHEREOF, the Parties have executed this Agreement as of this _____ day of _____, 2008.

WITNESSES:

**SUB-DRAINAGE DISTRICT NO. 2 OF
GRAVITY DRAINAGE DISTRICT NO. 5**

By: _____
OTTO MEHRGUT, CHAIRMAN