

ST. TAMMANY PARISH COUNCIL

ORDINANCE

ORDINANCE CALENDAR NO: 4832

ORDINANCE COUNCIL SERIES NO: _____

COUNCIL SPONSOR: GOULD/BRISTER

PROVIDED BY: PRESIDENT/LEGAL

INTRODUCED BY: MR. STEFANCIK

SECONDED BY: MR. SMITH

ON THE 12 DAY OF JULY , 2012

ORDINANCE TO AUTHORIZE THE PARISH OF ST. TAMMANY, THROUGH THE OFFICE OF THE PARISH PRESIDENT, TO TRANSFER A PORTION OF THE SLIDELL LEVEE A/K/A SCHNEIDER CANAL LEVEE AND IMPROVEMENTS TO THE CITY OF SLIDELL.

WHEREAS, the St. Tammany Parish Government desires to transfer certain immovable property and improvements (hereinafter referred to as "Property"); and

WHEREAS, pursuant to Cooperative Endeavor Agreement dated June 17, 2010, between the Parish of St. Tammany and the City of Slidell, upon completion of the Slidell Levee Project, the Parish of St. Tammany would transfer the Property, rights-of-way, and/or servitudes and improvements to the City of Slidell, and the City of Slidell would be responsible for future maintenance of the Property, rights-of-way, and/or servitudes and improvements; and

WHEREAS, there is a need and a public purpose for the transfer of certain immovable Property, rights-of-way and/or servitudes and improvements to the City of Slidell so that the Slidell Levee and its access points can be maintained by the City of Slidell; and

WHEREAS, the Parish of St. Tammany hereby desires to transfer the Property, rights-of-way and/or servitudes and improvements and authorizes the Office of the Parish President to do whatever is necessary to transfer said Property, servitudes and/or rights-of-way.

THE PARISH OF ST. TAMMANY HEREBY ORDAINS: to authorize the Parish of St. Tammany, to transfer all that certain parcel of ground and improvements described in Exhibit "A" attached hereto.

BE IT FURTHER ORDAINED that pursuant to all applicable provisions of law, the Office of the Parish President is directed and authorized to do whatever is necessary to transfer the Property, rights-of-way and/or servitudes and improvements.

BE IT FURTHER ORDAINED that the Office of the Parish President is authorized and instructed to proceed with the transfer of the Property, rights-of-way and/or servitudes and improvements in a timely and orderly matter.

BE IT FURTHER ORDAINED that the Office of the Parish President is authorized to exercise its discretion in transferring the Property, rights-of-way and/or servitudes and improvements, together with all agreements and all transactions necessary to carry out the intent of this Ordinance.

BE IT FURTHER ORDAINED that any and all actions previously taken by the Office of the Parish President in furtherance of the actions contemplated herein 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 other provisions 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 fifteen (15) days after adoption.

MOVED FOR 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 ON THE 2 DAY OF AUGUST , 2012 ; AND BECOMES ORDINANCE COUNCIL SERIES NO _____.

MARTIN W. GOULD, JR., COUNCIL CHAIRMAN

ATTEST:

THERESA L. FORD, COUNCIL CLERK

PATRICIA P. BRISTER, PARISH PRESIDENT

Published Introduction: JUNE 28 , 2012

Published Adoption: _____, 2012

Delivered to Parish President: _____, 2012 at _____

Returned to Council Clerk: _____, 2012 at _____

COOPERATIVE ENDEAVOR AGREEMENT

(SLIDELL LEVEE)

This Cooperative Endeavor Agreement ("Agreement") is made and entered into on the day, month and year 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 by and among the following parties:

PARISH OF ST. TAMMANY, a political subdivision of the State of Louisiana and the governing authority of St. Tammany Parish, whose mailing address is P.O. Box 628, Covington, LA, 70434, herein appearing by and through Kevin Davis, its Parish President, duly authorized by the St. Tammany Parish Home Rule Charter (hereinafter referred to as "Parish"); and

THE CITY OF SLIDELL, a political subdivision of the State of Louisiana and whose address is 2055 Second Street, Slidell, LA 70458, herein represented by its duly authorized Mayor, Ben O. Morris (hereinafter referred to as "Slidell");

The above captioned parties hereinafter may be collectively referred to as "Parties" and individually as "Party".

WITNESSETH

WHEREAS, In order to protect the health, safety and welfare of the citizens of the Parish of St. Tammany, the Parish has designed plans and specifications for the raising of a berm currently located on that parcel of land owned by the Parish and identified as 23.4 acres west of US Hwy 11; (referred to herein as the "Property"). To that end, the Parish set out to construct the improvements; and

WHEREAS, the improvements to be constructed are the excavation of dirt and placement of appropriate fill material to raise the current berm to a height of twelve (12) feet (referred to herein as "Project"). It is intended that the berm as constructed will offer storm surge protection for the surrounding areas; and

WHEREAS, the Parish obligates itself to fund and procure design plans and specifications for the construction of the Project and intends on obtaining funding for the actual construction of the Project; and

WHEREAS, the City agrees to contribute funds in the amount of Six Hundred Thousand and no/Dollars (\$600,000.00) to be paid to the Parish for the actual construction of the Project; and

WHEREAS, upon completion of the construction of the Project the city agrees to accept the transfer of the 5.4 acres of property containing the actual berm and agrees to maintain the structure in perpetuity; and

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NOW THEREFORE, in consideration of the premises and the mutual covenants contained within this Agreement, the Parties hereby and henceforth agree to bind themselves as follows:

1. OBLIGATIONS OF THE PARISH

- 1.1 The Parish has paid for and acquired the immovable property for the Project; and
- 1.2 The Parish agrees to fund and procure the services of the appropriate engineer to prepare the design drawings and specifications for the construction of the Project; and
- 1.3 The Parish agrees to obtain funding and contract with the appropriate entity in order to construct the Project; and
- 1.4 The Parish agrees to place all funds received by the City in a dedicated account, provide the City with periodic reports on the status of the Project, documentation verifying amounts paid for work, copies of invoices and copies of cancelled checks.

2. OBLIGATIONS OF THE CITY

- 2.1 The City agrees to provide commensurate resources and materials which may be needed and are reasonable in order to see that the Project is designed and constructed; and
- 2.2 The City agrees to contribute funds in the amount of Six Hundred Thousand and no/ Dollars (\$600,000.00) payable upon the signing of this Agreement and to the Parish for the construction of the Project; and
- 2.3 Upon completion of construction of the Project the City agrees to accept the transfer of the 5.4 acres containing the berm structure and agrees to maintain the structure in perpetuity. Said transfer shall be subject to a servitude in favor of the Parish so that the Parish can use the property for expansion of the St. Tammany Trace or other improvements.

3. MISCELLANEOUS PROVISIONS

- 3.1 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. Furthermore, all Parties shall agree to negotiate in good faith, refrain from

EXHIBIT "A"

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challenging the validity or legality of this Agreement, and join in the defense of any legal challenge to this Agreement.

- 3.2 If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, that portion shall be severable and the remainder of the agreement shall remain in full force and effect.
- 3.3 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.
- 3.4 The effective date of this Agreement shall be the date on which the last party hereto signs this Agreement.
- 3.5 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.
- 3.6 The Parties agree and acknowledge 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.
- 3.7 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.
- 3.8 Each representative herein warrants that he has the requisite authority and permission to enter, sign and bind his office. The City of Slidell enacted Ordinance No. 3567 wherein the funds to be paid towards the construction of the Project were properly appropriated and that the City Council will provide the necessary ordinance authorizing the Mayor to accept the transfer of the 5.4 acres.
- 3.9 That each Party certifies that it will adhere to and follow any and all ordinances and laws applicable to each Party's obligations as stated herein.
- 3.10 The City shall hold harmless, defend and indemnify the Parish from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Parish's performance or non-performance of services as provided for under this Agreement.
- 3.11 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.

- 3.12 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.
- 3.13 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 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 City:

Mayor Ben Morris
The City of Slidell
2055 Second Street
Slidell, LA 70458

If to the Parish:

President Kevin Davis
St. Tammany Parish Government
P.O. Box 628
Covington, LA 70434

- 3.14 This Agreement shall continue in full force and effect until the Parties obligations are fulfilled in their entirety from the effective date hereof and shall remain binding on the Parties and their respective successors and assigns
- 3.15 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.

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

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EXHIBIT "A"
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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.

**SIGNATURE PAGE FOR COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
ST. TAMMANY PARISH AND CITY OF SLIDELL**

THUS DONE AND SIGNED on the 17th day of June, 2010 in the presence of the undersigned witnesses.

WITNESSES:

Thelma M. Ballard
John B. Spivey

ST. TAMMANY PARISH

BY: [Signature]
KEVIN DAVIS, President

WITNESSES:

Mary H. Key
Nancy Anne Carullo

CITY OF SLIDELL

BY: [Signature]
Ben O. Morris, Mayor

Ordinance Administrative Comment

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