

ST. TAMMANY PARISH COUNCIL

RESOLUTION

RESOLUTION COUNCIL SERIES NO: C-3543

COUNCIL SPONSOR: GOULD/BRISTER

PROVIDED BY: GRANTS

RESOLUTION TO APPROVE AND AUTHORIZE ST. TAMMANY PARISH THROUGH THE OFFICE OF THE PARISH PRESIDENT TO SIGN AND/OR EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE PARISH OF ST. TAMMANY AND THE NORTHSORE HARBOR CENTER DISTRICT (NHCD) FOR THE CONSTRUCTION OF A DIGITAL VIDEO PYLON SIGN BY THE NORTHSORE HARBOR CENTER DISTRICT.

WHEREAS, as a result of the April 2010 Deepwater Horizon oil spill, the Parish and its residents experienced damages, loss revenues and increased costs, particularly to the fishing and tourism industries; and

WHEREAS, the NHCD is an integral element in the Parish’s tourism and convention industry. Further, the NHCD is in need of and would benefit from signage visible from Interstate I-10; and

WHEREAS, the State of Louisiana has secured thirty million and no/100 (\$ 30,000,000.00) dollars from British Petroleum for tourism recovery efforts from the impact of the Oil Spill; and

WHEREAS, the Parish has been allocated a portion of the Grant Funds. Pursuant to the Parish’s agreement with the State of Louisiana Lieutenant Governor’s Office, a portion of the Parish’s allocation of Grant Funds may be expended on the design of, land acquisition for, and construction of a digital video pylon sign by the NHCD.

THE PARISH OF ST. TAMMANY HEREBY RESOLVES that the Parish President is hereby authorized to sign and/or execute a Cooperative Endeavor Agreement between St. Tammany Parish and the Northshore Harbor Center District regarding the objectives stated above.

THIS RESOLUTION HAVING BEEN SUBMITTED TO A VOTE, THE VOTE THEREON WAS AS FOLLOWS:

MOVED FOR ADOPTION BY: _____ SECONDED BY: _____

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

THIS RESOLUTION WAS DECLARED ADOPTED ON THE 1 DAY OF NOVEMBER , 2012, AT A REGULAR MEETING OF THE PARISH COUNCIL, A QUORUM OF THE MEMBERS BEING PRESENT AND VOTING.

MARTIN W. GOULD, JR., COUNCIL CHAIRMAN

ATTEST:

THERESA L. FORD, COUNCIL CLERK

COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN
THE PARISH OF ST. TAMMANY AND
THE NORTSHORE HARBOR CENTER DISTRICT
(BP Tourism Funds)

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:

THE 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 Patricia P. Brister, Parish President, duly authorized by law (hereinafter referred to as "Parish"); and

THE NORTSHORE HARBOR CENTER DISTRICT, a political subdivision of the State of Louisiana, whose mailing address is 100 Harbor Center Boulevard, Slidell, LA 70461, herein represented by Kathy Lowrey, its duly authorized General Manager, (hereinafter referred to as "NHCD"); and

WHEREAS, as a result of the April 2010 Deepwater Horizon oil spill ("Oil Spill"), the Parish and its residents experienced damages, loss revenues and increased costs, particularly to the fishing and tourism industries; and

WHEREAS, the NHCD is an integral element in the Parish's tourism and convention industry. Further, the NHCD is in need of and would benefit from signage visible from Interstate I-10; and

WHEREAS, the State of Louisiana has secured thirty million and no/100 (\$30,000,000.00) dollars from British Petroleum ("BP") for tourism recovery efforts from the impact of the Oil Spill (hereafter referred to as "Grant Funds"); and

WHEREAS, the Parish has been allocated a portion of the Grant Funds. Pursuant to the Parish's agreement with the State of Louisiana Lieutenant Governor's Office, a portion of the Parish's allocation of Grant Funds may be expended on the design of, land acquisition for, and construction of a digital video pylon sign by the NHCD (the "Project").

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. OBLIGATIONS OF THE PARTIES

A. NHCD

- 1.1** NHCD agrees to abide by the terms of the Lieutenant Governor's Tourism Recovery Program at all times with respect to this Project and the use of the Grant Funds. A copy of the terms of the Lieutenant Governor's Tourism Recovery Program to be funded by BP is attached as Exhibit "A".
- 1.2** NHCD will provide all procurement, payment and financial documentation pertaining to this Project to the Parish upon request.
- 1.3** NHCD will provide documentation of all monies spent for this Project and request reimbursement from the Parish, in the form required by the Parish's Department of Finance, to be paid from the Grant Funds received from the Office of the Lieutenant Governor's Tourism Recovery Program. All requests for reimbursement must be submitted timely, supported by adequate documentation (i.e. invoices, cancelled checks and other documents required by the Parish), and approved before reimbursement will be made.
- 1.4** The maximum amount to be reimbursed under this Agreement is four hundred thousand and no/100 (\$400,000.00) dollars. Costs eligible for reimbursement under this Agreement are limited to those costs necessary for the design of, permitting of, land acquisition for, public bidding of, and construction of a sign, including related legal, architectural, engineering and other professional fees, as set forth in the estimate, attached as Exhibit "B".
- 1.5** NHCD is responsible for providing all insurance coverage for the Project in coverage categories and amounts as they deem sufficient.
- 1.6** NHCD will obtain any and all permits and approvals needed to design and construct the sign and to acquire the land where the sign will be located. Further, NHCD will follow all laws, ordinances, rules and regulations, including but, not limited to the public bid laws regarding the use of the Grant Funds and design and construction of the Project

B. PARISH

- 1.7** Upon properly documented and approved requests, the Parish will promptly reimburse the NHCD for costs incurred on the Project, as set forth in paragraphs 1.3 and 1.4 above, out of the Grant Funds received from the Office of the

Lieutenant Governor's Tourism Recovery Program pursuant to its agreement with the Parish.

- 1.8** The Parish shall reimburse all activities incurred on the Project by NHCD as described in the approved grant application and budget document, a copy of which is attached as Exhibit "B". The Parish and NHCD agree that the Project as set forth in the approved grant application will not be amended without agreement by both parties and submission to the Lt. Governor for his approval, in accordance with the terms of the grant. Nothing contained in Article 2 below shall limit the operation of this paragraph 1.8.

2. TERMINATION AND BINDING NATURE

- 2.1** This Agreement shall terminate on the earlier of (i) June 30, 2013; (ii) upon termination of the State's Memorandum of Understanding with BP regarding the Grant Funds; or (iii) upon termination of the Parish's agreement with the Lt. Governor's Office.
- 2.2** 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, and such reduction provides 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.
- 2.3** 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. CONTRACTUAL VALIDITY AND 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.
- 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 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 Any failure to take any action pursuant to this Agreement or to exercise any right granted herein does not serve as a waiver of any other obligation contained herein.
- 3.5 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 to claim for damages suffered hereunder.
- 3.6 No party herein shall assign any interest in this Agreement (whether by assignment or novation). This Agreement may be amended only by a mutual written agreement duly executed by both Parties.
- 3.7 Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.
- 3.8 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.

4. **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.

5. **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.

6. **DEFENSE AND INDEMNITY**

NHCD agrees to indemnify and hold harmless the Parish and its officers, directors, employees and agents, of and from any and all claims, suits, demands or judgments that may be made or asserted by anyone which are caused by the fault of the NHCD, whether such claims are made by way of indemnity, contribution, subrogation or otherwise.

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 Northshore Harbor Center District:
Northshore Harbor Center
Kathy Lowrey, General Manager
100 Harbor Center Boulevard
Slidell, LA 70461

If to the Parish:
President Patricia P. Brister (or her successor in office)
St. Tammany Parish Government
P.O. Box 628
Covington, LA 70434

(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 on the 3rd day of October, 2012 in the presence of the undersigned witnesses.

WITNESSES:

Gregory Lafont
[Signature]

ST. TAMMANY PARISH

BY: *Patricia P. Brister*
PATRICIA P. BRISTER
PARISH PRESIDENT

THUS DONE AND SIGNED on the 17th day of September, 2012 in the presence of the undersigned witnesses.

WITNESSES:

Tricia Cole
Sarah Meyers

NORTHSHORE HARBOR CENTER
DISTRICT

BY: *Kathy Lowrey*
KATHY LOWREY
GENERAL MANAGER