

COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN
THE PARISH OF ST. TAMMANY AND
BEAU CHENE HOMEOWNERS ASSOCIATION, INC.
(HMGP/SRL Parcel Use/Maintenance)

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 and further by St. Tammany Parish Home Rule Charter sections 1-04, 3-01 and 3-09 by and among the following parties:

ST. TAMMANY PARISH GOVERNMENT, 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, Louisiana 70434, herein appearing by and through Patricia P. Brister, Parish President, duly authorized (hereinafter referred to as "Parish"); and

BEAU CHENE HOMEOWNERS ASSOCIATION, INC., a non-profit corporation of the State of Louisiana, whose mailing address is 105 Beau Chene Blvd, Suite 102, Mandeville, Louisiana 70471, herein appearing by and through Doug Tate, its President, duly authorized (hereinafter referred to as "Association"); and

WHEREAS, pursuant to grant funds received by Parish via the Hazard Mitigation Grant Program and/or Severe Repetitive Loss Program (collectively, the "Grant"), Parish was required to purchase certain immovable property from approved applicants; and

WHEREAS, Parish has acquired certain property in Beau Chene Subdivision, namely LOT 474 OF SECTION 3, PHASE 1 (105 LONGWOOD DRIVE) and LOT 23 OF SECTION 1 (102 ASPHODEL PLACE) (hereinafter, collectively, the "Property"); and

WHEREAS, Parish, pursuant to Grant guidelines, may not transfer ownership of the Property; and

WHEREAS, Association desires to cut the grass and otherwise provide limited upkeep and maintenance of the Property so that it does not become unsightly (the "Work"); and

WHEREAS, the Parish, in order to be relieved of the time and expense of performing the Work itself or having to compensate someone for performing the Work, is willing to grant the Association access to the Property in order for the Association to perform the Work, all as more fully described herein.

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. PUBLIC PURPOSE.

The parties to this Agreement acknowledge and agree that the public purpose for this Agreement is the maintenance of hazard mitigation properties, as set forth herein. The parties have determined that (a) the usage granted pursuant to this Agreement is for a public purpose that comports with a governmental purpose that Parish may pursue; (b) the use, taken as a whole, is not gratuitous; and (c) Parish has a reasonable expectation of receiving at least equivalent value in exchange for the use.

2. OBLIGATIONS OF THE ASSOCIATION

- a) Association shall perform the Work in a safe and reasonable manner.
- b) The Property shall only be used for purposes compatible with open space, recreation, wetlands and/or proper floodplain management consistent with 44 CFR 206.434, as same may be amended, restated and/or recodified from time to time.
- c) The Association shall only access the Property for the purpose of performing the Work.
- d) No structures shall be erected on the Property without written authorization of the Parish, and any structures erected shall comply with all applicable federal, state and local laws, rules and regulations. Further, such structures must be compatible with uses for open space, recreational, wetlands and/or proper floodplain management.
- e) Association shall not use the Property for any commercial uses.
- f) Parish shall retain all mining, mineral, gas, oil, surface and land rights.
- g) Parish retains the right to enter and inspect the Property at any time to ensure compliance with federal, state and local laws, rules and regulations.
- h) Federal law requires the Parish to regularly inspect the Property and to report to appropriate state and federal authorities that the Property is being used in compliance with all applicable laws, rules and regulations, and Association agrees not to take any action which might limit the Parish's ability to so inspect the Property.

3. OBLIGATIONS OF THE PARISH

- a) Parish shall not obstruct the Association's access to the Property for purpose of performing the Work.
- b) Parish shall inspect the Property and report to appropriate state and federal authorities that the Property is being used in compliance with all applicable laws, rules and regulations.

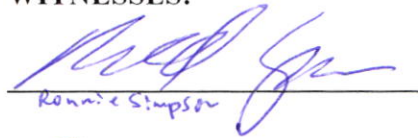
Mandeville, LA 70471

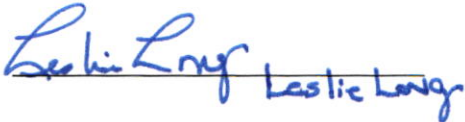
Covington, LA 70434

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.

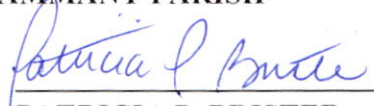
THUS DONE AND SIGNED on the 6th day of February, 2018 in the presence of the undersigned witnesses.

WITNESSES:


Ronnie Simpson


Leslie Long

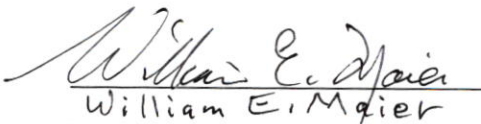
ST. TAMMANY PARISH

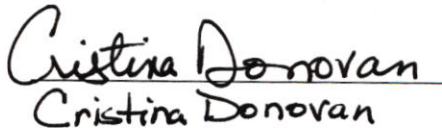
BY: 
PATRICIA P. BRISTER
PARISH PRESIDENT

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 25th day of January, 2018 in the presence of the undersigned witnesses.

WITNESSES:


William E. Maier


Cristina Donovan

BEAU CHENE HOMEOWNERS ASSOCIATION, INC.

BY: 
DOUG TATE
PRESIDENT

4. TERMINATION AND BINDING NATURE

- a) This Agreement shall become effective on the date of full execution by both parties and shall terminate one (1) year thereafter. Thereafter, this Agreement shall automatically renew for additional one (1) year period(s), unless either party provides notice thirty (30) days in advance to the other party of its intent to terminate this Agreement. Notwithstanding anything contained herein to the contrary, either party may terminate this Agreement at any time by providing thirty (30) days prior written notice.
- b) The continuation of this Agreement is contingent upon the appropriation of funds by Parish to fulfill its 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 to prevent the total appropriation for the year from such reduction is to provide 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.
- c) 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.

5. CONTRACTUAL VALIDITY AND MISCELLANEOUS PROVISIONS

- a) 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.
- b) 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.
- c) 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.
- d) Any delay or 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.

- e) 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.
 - f) 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.
 - g) Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.
 - h) 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.
6. **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.
7. **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.
8. **DEFENSE AND INDEMNITY.** The Association agrees to indemnify, hold harmless and defend Parish, and its 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, arising out of or resulting from the Association's performance of the Work on Property.
9. **FORCE MAJEURE.** If either party hereto shall be delayed or hindered in, or prevented from, the performance of any act required under this Agreement by reason of strikes, walk outs, labor troubles, inability to procure materials, failure of power, weather, riots, insurrection, terrorism, war or other reason of a like nature not the fault of the party delayed in performing work or doing as required under the terms of the Agreement, then performance of such act or obligation shall be excused for the period of the delay and the

period for performance of any such act shall be extended for a period equivalent to the period of such delay.

- 10. INTERPRETATION.** Each party has assisted in the preparation of this Agreement and has had the opportunity to make changes to the language used in this Agreement. As such, in interpreting the meaning of any language contained in this Agreement, the rule of construction that ambiguous language shall be construed against the party drafting the document shall not apply.
- 11. SEVERABILITY.** 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. If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, that portion shall be severable and the remainder of this Agreement shall remain in full force and effect.
- 12. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- 13. ASSIGNMENT.** The Association shall not assign this Agreement to any third party, and the Property may not be sublet to any third party.
- 14. 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 Association:
Beau Chene Homeowner's Association, Inc.
Doug Tate, President
105 Beau Chene Blvd, Suite 102

If to the Parish:
St. Tammany Parish Government
Patricia P. Brister, Parish President
P.O. Box 628