

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE
PARISH OF ST. TAMMANY AND THE CITY OF COVINGTON
(Staging Area at W 26th Ave. and N Madison St.)**

This Cooperative Endeavor Agreement ("Agreement") is made and entered into on the dates 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, who's 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 CITY OF COVINGTON, a political subdivision of the State of Louisiana, whose mailing address is 317 N. Jefferson Ave., Covington, Louisiana 70433, represented by and through Mike Cooper, Mayor, duly elected and authorized, as per law (hereinafter referred to as "City").

WHEREAS, the Parish owns a lot located on northwest corner of West 26th Avenue and North Madison Street in Covington, Louisiana and which is depicted on the Exhibit "A" attached hereto (hereafter referred to as the "Parish Lot"); and

WHEREAS, the City desires to procure temporary use of the Parish Lot as a staging yard for materials and equipment related to the repair and/or resurfacing of multiple streets in downtown Covington; and

WHEREAS, the Parish is willing to allow the City the use of the Parish Lot, and use of the Parish Lot by the City will improve the health, safety and welfare of citizens in St. Tammany Parish by furthering City's downtown street improvements.

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 CITY

- 1.1 City agrees to use the Vacant Lot only as a temporary staging area, all as more fully described herein
- 1.2 City agrees to immediately report by telephone any incidents involving the Vacant Lot to Parish's Facilities Department, whose phone number is (985) 898-2792.

- 1.3 City acknowledges and agrees that Parish shall neither pay nor provide any security, lighting, utilities, equipment and/or maintenance at the Parish Lot. Should such services be desired, City may procure same at its sole cost and expense.
- 1.4 City agrees and obligates itself to maintain appropriate levels and types of insurance necessary to protect it, its agents and employees, its subcontractors, the Parish, and all other interested third parties, from any and all claims for damage or injury in connection with the services performed or provided throughout the Term of this Agreement, as well as for any subsequent extensions. The insurance coverages shall include as applicable, but are not limited to: Commercial General Liability, Commercial Auto Liability and Workers' Compensation/Employers Liability. City agrees to have St. Tammany Parish named as an additional insured on the liability insurance policies, and the policies shall be endorsed to provide a waiver of subrogation in favor of St. Tammany Parish. City shall present evidence of said insurance to the Parish on or before the commencement of this Agreement.
- 1.5 In its use of the Parish Lot, City shall comply with all applicable governmental laws, rules, regulations, licensing and requirements.
- 1.6 City shall not alter or construct any improvements not provided for herein without the express written permission of Parish.
- 1.7 After expiration or earlier termination of the Term (defined below), City shall restore the Parish Lot to the condition existing as of the commencement of this Agreement.

2. **OBLIGATIONS OF ST. TAMMANY PARISH**

- 2.1 Parish agrees to allow the City to utilize the Parish Lot as a temporary staging area for the purpose of providing a storage area for construction materials and equipment.

3. **TERMINATION AND BINDING NATURE**

- 3.1 The term of this Agreement shall begin on April 1, 2014 and end on September 30, 2015 (the "Term"), without any rent being charged to City. No Term renewal or extension shall be provided without the express written consent of Parish, in Parish's sole discretion.
- 3.2 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and approved of and executed by all parties prior to the alteration, variation, modification, or waiver of any provision of this Agreement.

- 3.3 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.
- 3.4 Should any Party seek to terminate this Agreement for any reason prior to the expiration of the Term, the Party seeking to terminate shall provide written notice of its intent to terminate thirty (30) days prior to the date of termination.
- 3.5 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 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of 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.

4. **CONTRACTUAL VALIDITY AND MISCELLEANOUS PROVISIONS**

- 4.1 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.
- 4.2 If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, that portion shall be severable and the remainder of this Agreement shall remain in full force and effect.
- 4.3 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.
- 4.4 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.
- 4.5 The Parties acknowledge and agree 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.

- 4.6 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.
- 4.7 Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.
- 4.8 Each Party certifies that it will adhere to and follow any and all ordinances, laws and licensing requirements applicable to each Party's obligations as stated herein.
- 4.9 City agrees to indemnify and hold harmless the Parish and its officers, directors, employees, agents, contractors, vendors and all others, of and from and against any and all liability including, but not limited to, 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, for any actions or inactions arising out of, in connection with, or that may arise as a result of the use of the Parish Lot, whether such claims are made by way of indemnity, contribution, subrogation or otherwise.

5. **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.

6. **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.

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 the City:

Mayor Mike Cooper
The City of Covington
317 N. Jefferson Ave.
Covington, LA 70433

If to Parish:



President Patricia P. Brister
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.

THIS DONE AND SIGNED effective as of ^{March} February ~~23~~ ²³, 2015 in the presence of the undersigned witnesses.

WITNESSES:

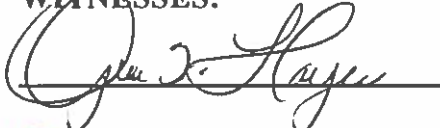




ST. TAMMANY PARISH

BY: 
Patricia P. Brister
Parish President

THIS DONE AND SIGNED effective as of February 23, 2015 in the presence of the undersigned witnesses.

WITNESSES:

THE CITY OF COVINGTON

BY: 
Mike Cooper
Mayor

EXHIBIT "A" - PARISH LOT

