

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE  
ST. TAMMANY PARISH GOVERNMENT AND THE CITY OF MADISONVILLE  
(Morgan Street Project)**

This Cooperative Endeavor Agreement (the "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 and further by St. Tammany Parish Home Rule Charter sections 1-04, 1-06, 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

**SALES TAX DISTRICT NO. 3**, a political subdivision of the State of Louisiana, created by St. Tammany Parish Government by the authority of La. R.S. 47:338.54, formerly La. R. S. 33:2721.6, herein appearing by and through Patricia P. Brister, Parish President, duly authorized by law (hereinafter referred to as "STD#3"); and

**THE TOWN OF MADISONVILLE**, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 122, Madisonville, Louisiana 70447, herein by and through Peter L. Gitz, Mayor of the Town of Madisonville, duly authorized by law (hereinafter referred to as "Madisonville").

**WHEREAS**, the Parish, STD#3, and Madisonville are authorized, pursuant to the provisions of La. R.S. 33:172, La. R.S. 33:224, La. R.S. 33:1321 – 1337, La. R.S. 47:338.54 (G), and La. R.S. 47:338.1(D) to and did enter into an intergovernmental agreement for the purpose of managing growth and development within St. Tammany Parish and its municipalities in a reasonable and orderly fashion, and for the purpose of managing available resources; and

**WHEREAS**, the Parish, STD#3, and Madisonville have previously entered into a Growth Management and Revenue Sharing Agreement Supplementing and Amending the 1990 Sales Tax Enhancement Plan dated effective March 31, 2003, as further amended by the First Amendment to Growth Management and Revenue Sharing Agreement Supplementing and Amending the 1990 Sales Tax Enhancement Plan dated effective April 11, 2012 (collectively, the "Contract"), and which expired March 31, 2013; and

**WHEREAS**, on May 13, 2008, it was discovered that the business, Nunmaker Yachts, had been incorrectly reporting its sales such that TWO HUNDRED FOURTEEN THOUSAND, FIVE HUNDRED SIXTY-NINE DOLLARS AND 87/100 CENTS (\$214,569.87) was incorrectly sent to Madisonville in contravention of the terms of the March 31, 2003 Growth Management and Revenue Sharing Agreement Supplementing and Amending the 1990 Sales Tax Enhancement Plan; and

**WHEREAS**, on September 29, 2014, it was discovered that the business, Tammany Supply, had been incorrectly reporting its delivery and on-site sales such that ELEVEN THOUSAND, FIVE HUNDRED FORTY-EIGHT DOLLARS AND 17/100 CENTS (\$11,548.17) was incorrectly sent to Madisonville in contravention of the terms of the March 31, 2003 Growth Management and Revenue Sharing Agreement Supplementing and Amending the 1990 Sales Tax Enhancement Plan; and

**WHEREAS**, the *proces verbal* of the STD#3 proposition states that STD#3 proceeds are to be used

**For the purpose of constructing, acquiring, extending, improving, maintaining and/or operating (i) roads, streets and bridges and (ii) drains and drainage facilities, including acquiring all necessary land, equipment and furnishings for any of said public works, improvements and facilities, and further including allocation of funds under intergovernmental agreements with municipalities relating to annexations, revenue sharing areas and growth management areas, to be used by said municipalities for any one or more of the aforesaid purposes that have a benefit to residents of the District,**

**WHEREAS**, Article VII, Section 14(C) of the Louisiana Constitution provides that for a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual; and

**WHEREAS**, although Morgan Street, Madisonville, is located within Madisonville's municipal boundary, Madisonville has stated, and the Parish believes, that Morgan Street's maintenance and improvement would benefit the residents of the area comprising STD#3 in that it will improve the connection between two major highways within the Parish and will improve traffic flow on Highways 22, 1077, and 21, and branch roads belonging to the Parish; and

**WHEREAS**, on or about March 6, 2014, Madisonville hired, per public bid law, Barriere Construction Co., LLC to perform maintenance and rehabilitate Morgan Street, a road in the municipal limits of Madisonville that joins Highways 1077 and 22 (hereinafter, the "Project"); and

**WHEREAS**, it is important to manage the resources available by working cooperatively to plan, design, provide, and develop the public infrastructure needed to meet the needs of the overall parish community; and

**WHEREAS**, Parish and Madisonville desire to enter into this Agreement to address the rights and responsibilities of each party.

**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 design and construction of a public road in St. Tammany Parish. The parties have determined that (a) the expenditure of public funds pursuant to this Agreement is for a public purpose that comports with a governmental purpose that Parish and City may pursue; (b) the expenditure, taken as a whole, is not gratuitous; and (c) Parish and City have a reasonable expectation of receiving at least equivalent value in exchange for the expenditure.

2. **OBLIGATIONS OF MADISONVILLE**

2.1 Madisonville shall use part of the STD#3 misallocation in the amount of ONE HUNDRED EIGHTY-SEVEN THOUSAND, NINE HUNDRED DOLLARS AND 35/100 CENTS (\$187,900.35) for the construction, design, engineering, and resident inspection of the Project (the "City's Contribution").

2.2 Should the Project not reach completion in any event and for any reason, Madisonville will owe ONE HUNDRED PERCENT (100%) of the monetary amount of the STD#3 misallocation, or TWO HUNDRED TWENTY-SIX THOUSAND, ONE HUNDRED AND EIGHTEEN DOLLARS AND 04/100 CENTS (\$226,118.04), to the Parish within one (1) year of the date that it is reasonably determinable that the Morgan Street project will not be completed.

2.3 Madisonville will pay the balance of the misallocation of STD#3 proceeds in the amount of THIRTY-EIGHT THOUSAND, TWO HUNDRED AND SEVENTEEN DOLLARS AND 69/100 CENTS (\$38,217.69) to the Parish within six (6) months of the date of execution of this Agreement.

2.4 Madisonville shall forward copies of underlying invoices and all additional documentation pertaining to the design, engineering and/or construction of the Project. The City and Parish acknowledge that the cost of the Project will exceed the monetary amount of the STD#3 misallocation.

2.5 The Project shall be managed by Madisonville, who is the party ultimately responsible for completion of the Project.

2.6 Madisonville shall procure contractors, as deemed necessary and/or desirable by Parish, for the design, engineering and/or construction of the Project in the manner required by Louisiana law and Parish's procedures.

2.7 Madisonville shall administer the contract(s) with contractor(s) for all matters pertaining to the Project, from initial conception of the Project through acceptance of the Project and opening of Morgan Street to public use.

2.8 Madisonville shall provide the Parish with copies of all designs, engineering studies, construction plans and other documents funded, in whole or part, with the monetary amount of misallocation of STD#3 funds. Thereafter, Madisonville may, at its sole election, continue the Project at its expense through completion.

### **3. OBLIGATIONS OF THE PARISH**

3.1 The Parish agrees that it will not pursue a recovery action for the complete amount due to the Parish, TWO HUNDRED TWENTY-SIX THOUSAND, ONE HUNDRED AND EIGHTEEN DOLLARS AND 04/100 CENTS (\$226,118.04), or a portion thereof, from Madisonville if Madisonville completes the Morgan Street Project and the balance of the misallocation of STD#3 proceeds, THIRTY-EIGHT THOUSAND, TWO HUNDRED AND SEVENTEEN DOLLARS AND 69/100 CENTS (\$38,217.69), is received **within six (6) months** of the date of execution of this contract.

### **4. TERMINATION AND BINDING NATURE**

4.1 The term of this Agreement shall commence at full execution and extend for the performance period of the Project (a) through acceptance of the Morgan Street project and close-out or (b) three (3) years following the date of full execution of this Agreement, whichever occurs earlier (the "Term").

4.2 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.

4.3 If the Morgan Street project is not completed, Madisonville agrees to return ONE HUNDRED PERCENT (100%) of the monetary amount of the STD#3 misallocation, or TWO HUNDRED TWENTY-SIX THOUSAND, ONE HUNDRED AND EIGHTEEN DOLLARS AND 04/100 CENTS (\$226,118.04), to the Parish within one (1) year of the date that it is reasonably determinable that the Morgan Street project will not be completed.

### **5. CONTRACTUAL VALIDITY AND MISCELLANEOUS PROVISIONS**

5.1 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.

5.2 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.

- 5.3 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.
- 5.4 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 22<sup>nd</sup> 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.
- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.
- 5.9 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.

## 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. 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 Madisonville:

Mayor Peter L. Gitz  
Town of Madisonville  
P.O. Box 160  
Madisonville, Louisiana 70447

If to Parish:

President Patricia P. Brister (or her lawful successor)  
St. Tammany Parish Government  
P.O. Box 628  
Covington, LA 70433

If to STD#3:

St. Tammany Parish Government  
Patricia P. Brister, Parish President (or her lawful successor)  
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 effective as of June 3<sup>rd</sup>, 2014 in the presence of the undersigned witnesses.

WITNESSES:

Ann [Signature]  
[Signature]

ST. TAMMANY PARISH GOVERNMENT

BY: Patricia P. Brister  
Patricia P. Brister  
Parish President

THUS DONE AND SIGNED effective as of June 3<sup>rd</sup>, 2014 in the presence of the undersigned witnesses.

WITNESSES:

Ann [Signature]  
[Signature]

SALES TAX DISTRICT NO. 3

BY: Patricia P. Brister  
Patricia P. Brister  
Parish President

THUS DONE AND SIGNED effective as of May 27, 2014 in the presence of the undersigned witnesses.

WITNESSES:

Margie [Signature]  
Loyce [Signature]

THE TOWN OF MADISONVILLE

BY: Peter L. Gitz  
Peter L. Gitz  
Mayor