

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN  
ST. TAMMANY PARISH GOVERNMENT AND  
ST. TAMMANY COUNCIL ON THE AGING, INC.  
(Building C Office Space)**

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, 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

**ST. TAMMANY COUNCIL ON THE AGING, INC. d/b/a/ COAST**, a Louisiana corporation qualified to do and doing business, whose mailing address is P.O. Box 171, Covington, LA 70434-0171, herein appearing by and through Julie Agan, its Executive Director (hereinafter referred to as “**COAST**”); and

**WHEREAS**, the Parish owns a building located at 21410 Koop Drive, Mandeville, Louisiana 70471, which is part of Parish’s Koop Drive Administrative Complex and individually known as “**Building C**”; and

**WHEREAS**, COAST desires to procure exclusive use of certain office space and non-exclusive use of certain parking areas for parking and storage of transit vehicle(s) used for providing services to the citizens of St. Tammany Parish; and

**WHEREAS**, the Parish is willing to allow COAST the exclusive use of certain office space and non-exclusive use of certain areas for parking and storage of transit vehicle(s).

**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 provision of office space for use by COAST in its mission to provide services to seniors and in general for providing transportation services to the citizens of St. Tammany Parish. 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 PARISH**

**2.1** In exchange for the rental payment provided below, Parish shall allow COAST:

**2.1.1** on an exclusive basis, general office use of the suite on the first floor of Building C, containing approximately 2,394 square feet as shown on Exhibit "A" attached hereto (the "Premises").

**2.1.2** on a non-exclusive basis:

**2.1.2.1** general use and access to the parking lot fronting Building C for parking by COAST's employees, invitees and visitors; and

**2.1.2.2** subject to the relocation provision provided below in Section 3.4, general use and access to the gated parking area behind Building C (the "Rear Parking Lot") for parking and storage for transit vans and buses.

**2.2** Parish agrees to provide HVAC, water/sewer and electric utilities to the Premises at no additional cost to COAST.

**2.3** Parish agrees to provide capital maintenance to the Premises.

**3. OBLIGATIONS OF COAST**

**3.1** During the Term (as defined below) of this Agreement, COAST shall pay the monthly sum of two thousand five hundred and no/100 dollars (\$2,500.00) per month, which sum is payable on or before the tenth (10<sup>th</sup>) day of each calendar month. For a Term that includes any partial calendar month, rent shall be prorated daily based on the amount of monthly rent payable, which sum is payable on or before five (5) days from commencement of the Term.

**3.2** COAST agrees to use the Premises for general office use in advancement of its services to Parish's senior citizens and general transit services, including any and all services related thereto.

**3.3** COAST agrees to immediately report by telephone and work order for any building issues involving the Premises to Parish.

**3.4** All vehicles parked in the Rear Parking Lot shall be in areas approved by Parish, in Parish's sole discretion. COAST acknowledges that the Rear Parking Lot is actively used by various Parish departments, and Parish's own ongoing usage of the Rear Parking Lot shall not be disturbed. Parish's Facilities Management Department has authority to

identify the space(s) that shall be used by COAST in the Rear Parking Lot. During certain events, COAST's vehicles shall be relocated to different area(s) within the Rear Parking Lot as directed by Parish's Facilities Management Department.

- 3.5** COAST 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 (as defined below) 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. COAST agrees to have 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 Parish. COAST shall present evidence of said insurance to the Parish on or before the commencement of this Agreement.
- 3.6** In its use of the Premises, COAST shall comply with all applicable governmental laws, rules, regulations, licensing and requirements.
- 3.7** COAST shall not alter or construct any improvements not provided for herein without the express written permission of Parish.
- 3.8** COAST acknowledges and agrees that Parish shall neither pay nor provide any janitorial, telephone and/or internet service, including any equipment and maintenance thereof. Should such be desired, then COAST must procure same at its sole cost and expense.
- 3.9** COAST hereby accepts the Premises in its existing condition and assumes responsibility for the condition of the Premises during the Term of this Agreement, except as otherwise set forth in this Agreement. COAST agrees to use reasonable efforts to keep the Premises in a clean, good quality, and well cared for manner at all times throughout the Term. At the expiration or earlier termination of this Agreement, COAST shall return the Premises to Parish, in like order and condition as received. Parish shall not be liable for any damage or loss in consequence of defects on the Premises. COAST shall be responsible for any damage or loss to the Parish with regard to the Premises that results from the unreasonable use, abuse or excessive wear and tear by COAST.
- 3.10** COAST shall not be permitted to place any signs on the Premises without Parish's prior written approval, which approval shall not be unreasonably withheld. Upon termination of this Agreement, COAST shall remove any sign, advertisement or notice painted on or affixed to the Premises and restore the place it occupied to the condition in which it existed as of the date of the Agreement. Upon failure of COAST to do so, Parish may do so at COAST's expense.

**3. TERM AND BINDING NATURE**

- 3.1 The term (hereinafter, the “Term”) of this Agreement shall commence on November 15, 2018 and end November 30, 2020. No Term renewal or extension shall be provided without the express written consent of Parish, in Parish’s sole discretion.
- 3.1 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.
- 3.2 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.
- 3.3 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.
- 3.4 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, 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 MISCELLANEOUS 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 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.
- 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 COAST 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 COAST's use of the Premises, 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 COAST:

St. Tammany Council on Aging, Inc.  
c/o Julie Agan, Executive Director  
P.O. Box 171  
Covington, LA 70434-0171

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.

THUS DONE AND SIGNED on the 7<sup>th</sup> day of November, 2018.

WITNESSES:

*[Signature]*  
*Mary Buhall*

ST. TAMMANY PARISH GOVERNMENT

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

THUS DONE AND SIGNED on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

WITNESSES:

*Debra L. Chasin*  
*Angi Heck*

ST. TAMMANY COUNCIL ON AGING,  
INC.

BY: *Julie Agan*  
Julie Agan  
Executive Director

**EXHIBIT "A"**  
**PREMISES**

**(See attached page.)**



# Building "C" First Floor

