

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE ST. TAMMANY  
PARISH GOVERNMENT AND THE ST. TAMMANY PARISH  
DRAINAGE DISTRICT NO. 5  
(Cross Culvert Repairs and Improvements)**

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 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, 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 PARISH DRAINAGE DISTRICT NO. 5**, a political subdivision of the State of Louisiana, whose address is 313 W. Honors Point Court, Slidell, Louisiana 70458, herein represented by Sid Hebert, Chairman, duly authorized (hereinafter referred to as “DD#5”).

**WHEREAS**, Drainage District No. 5 owns and operates drainage systems within or in the approximate vicinity of Masters Point Subdivision, located in unincorporated St. Tammany Parish, Louisiana; and

**WHEREAS**, a cross culvert has collapsed and/or became crushed and is now in need of maintenance, repair and/or replacement; and

**WHEREAS**, the cross culvert provides benefits to the drainage system of the District, allowing for the conveyance of water from a pond into another pond which drains into the Schneider Canal and is then pumped into Lake Pontchartrain; and

**WHEREAS**, due to the benefits served by the cross culvert, the Parish seeks to contribute certain funding towards the maintenance, repair and/or replacement of the cross culvert, and/or related improvements, under the terms and conditions as set forth herein; and

**WHEREAS**, Parish and Drainage District No. 5 desire to enter into a Cooperative Endeavor Agreement for the aforementioned cross culvert maintenance, repair and/or replacement, and/or related improvements, with reimbursement to Parish through installment payments.

**WHEREAS**, funding of the District will lower the risk of flooding, manage disbursement and retention of flood water and benefit the citizens of St. Tammany Parish.

**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 financial support relating to the repair of drainage infrastructure benefitting a drainage district, which provides drainage system operations, maintenance and services to the citizens of 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 may pursue; (b) the expenditure, taken as a whole, is not gratuitous; and (c) Parish has a reasonable expectation of receiving at least equivalent value in exchange for the expenditure.

2. **OBLIGATIONS OF DD#5**

2.1 DD#5, or its duly-authorized agents or assigns, has procured and/or will procure certain obligations toward drainage maintenance, repair and/or replacement operations, including the repair and/or replacement of a crushed cross culvert, and/or related improvements, within or in the approximate vicinity of Masters Point Subdivision, located in unincorporated St. Tammany Parish (hereinafter referred to as "Masters Point Subdivision"). At this time, said obligations are estimated to be in the amount of one-hundred sixty three thousand, two hundred ninety three and no/100 (\$163,293.00) Dollars, more or less, to be procured in the fiscal year ending December 31, 2017, as more fully detailed on the proposed estimate prepared by the Parish Department of Engineering, attached hereto as Exhibit "A."

2.2 DD#5 shall be responsible for the bidding and procurement of an appropriate contractor for the maintenance, repair and/or replacement operations set forth above in **Section 2.1** of this Agreement, with assistance from Parish as reasonably requested by DD#5 pursuant to **Section 3.1** of this Agreement in furtherance of the same. Prior to release of proceeds under **Section 3.2** of this Agreement, DD#5 shall transmit to Parish with its request(s) for funding any and all bids accepted concerning said operations, and all related invoices and documentation thereto. All requests must be submitted timely, supported by adequate documentation in the form required by Parish's Department of Finance (including, but not limited to, relevant bids, invoices and/or quotes; an identification of all contractors who will be undertaking said maintenance, repair and/or replacement operations; the amount of funding requested by DD#5; any other supporting documents required by the Parish which support the funding request) and approved by Parish before payment will be made.

2.3 DD#5 shall be responsible for the oversight and completion of all maintenance, repair and/or replacement operations set forth in **Section 2.1** of this Agreement, with assistance from Parish as reasonably requested by DD#5 pursuant to **Section 3.1** of this Agreement in furtherance of the same. Parish shall have no responsibility or liability in connection with the foregoing operations. Upon completion of the maintenance, repair and/or

- replacement operations made the subject of this Agreement, DD#5 shall promptly submit to Parish an acknowledgment that such operations have been completed and approved by DD#5.
- 2.4 Upon completion of the maintenance, repair and/or replacement operations set forth in **Section 2.1** of this Agreement, DD#5 shall operate and/or maintain the cross culvert, and all related improvements, in good working condition.
- 2.5 DD#5 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 either party's performance herein, whether such claims are made by way of indemnity, contribution, subrogation or otherwise.
- 2.6 DD#5 shall reimburse Parish in full for all funds advanced by Parish pursuant to **Section 3.2** of this Agreement according to the following repayment schedule:
- 2.6.1 DD#5 shall remit to Parish one-fifth (1/5) of the total funding provided by Parish pursuant to **Section 3.2** of this Agreement on or before December 31, 2017;
- 2.6.2 DD#5 shall remit to Parish one-fifth (1/5) of the total funding provided by Parish pursuant to **Section 3.2** of this Agreement on or before December 31, 2018;
- 2.6.3 DD#5 shall remit to Parish one-fifth (1/5) of the total funding provided by Parish pursuant to **Section 3.2** of this Agreement on or before December 31, 2019;
- 2.6.4 DD#5 shall remit to Parish one-fifth (1/5) of the total funding provided by Parish pursuant to **Section 3.2** of this Agreement on or before December 31, 2020;
- 2.6.5 DD#5 shall remit to Parish one-fifth (1/5) of the total funding provided by Parish pursuant to **Section 3.2** of this Agreement on or before December 31, 2021;
- 2.7 DD#5 shall comply with all applicable governmental laws, rules, regulations, licensing and requirements.
- 2.8 **Auditing.** It is hereby agreed that the legislative auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or St. Tammany Parish auditors shall have the option of auditing all accounts of DD#5 that are related to this Agreement.
- 2.8.1 LSA R.S. 24:513(A)(1)(b)(iv) defines a quasi-public agency or body as “[a]ny not-for-profit that receives or expends any local or state assistance in any fiscal year. Assistance shall include grants, loans, transfers of property, awards, and direct appropriations of state or local funds . . .”

- 2.8.2 In accordance with LSA R.S. 24:513(H)(2)(a), DD#5 “shall designate an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.”
- 2.8.3 Pursuant to LSA R.S. 24:513(J)(1)(c), *et seq.*, the financial statements of DD#5 shall be audited as follows:

<b>Amount received in revenues and other sources in any one fiscal year</b>	<b>Audit requirements</b>
<b>\$75,000 or less</b>	<b>Not required to have an audit but must file a certification with the legislative auditor indicating it received \$75,000 or less in funds for the fiscal year.</b>
<b>More than \$75,000 but less than \$200,000</b>	<b>Shall obtain an annual compilation of its financial statements, with or without footnotes, in accordance with the Louisiana Governmental Audit Guide. At its discretion, the legislative auditor may require an audit of the books and accounts.</b>
<b>\$200,000 or more but less than \$500,000</b>	<b>Shall obtain an annual review of its financial statements to be accompanied by an attestation report in accordance with the Louisiana Governmental Audit Guide. At its discretion, the legislative auditor may require an audit of books and accounts.</b>
<b>\$500,000 or more</b>	<b>Shall obtain an annual audit.</b>

Non-Federal entities that expend seven-hundred and fifty-thousand (\$750,000) Dollars or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 USC 7504-7507 and 2 CFR Part 200, Subpart F). Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from federal audit requirements for that year, but records must be available for review or appropriate officials of the Federal agency, State and General Accounting Office.

- 2.8.4 DD#5 is notified that no funds appropriated under Act 16 of the 2015 Regular Session of the Louisiana Legislature shall be transferred to a public or quasi-public agency or entity which is not a budget unit of the State of Louisiana unless the entity executes an agreement or contract and submits to the State for approval a

Comprehensive Budget showing all anticipated uses of the appropriation, an estimate of the duration of the project, and a plan showing specific goals and objectives for the use of such funds, including measures of performance. The State shall submit the Budget and any other required information to the legislative auditor for approval at [ebudgets@lla.la.gov](mailto:ebudgets@lla.la.gov).

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

- 3.1 Parish, or its duly-authorized agents or assigns, shall provide operational expertise and assistance to DD#5 as relating to the procurement of an appropriate contractor(s) to perform and complete the drainage maintenance, repair and/or replacement operations detailed in **Section 2.1** of this Agreement, in accordance with all applicable plans for said operations. Such assistance provided by Parish may relate to, but not be limited to, issues arising under public bid laws, planning and engineering of the foregoing operations, and/or related matters.
- 3.2 **Funding.** The maximum amount to be funded by Parish under this Agreement is One Hundred Six Thousand Four Hundred Eighty and No/100 (\$106,480.00) Dollars. Costs eligible for funding under this Agreement are limited solely to those necessary for the maintenance, repair and/or replacement of one (1) cross culvert within or in the approximate vicinity of Masters Point Subdivision, and related improvements, as detailed above in **Section 2.1** of this Agreement. Upon receipt of sufficient documentation as set forth in **Section 2.2** of this Agreement, Parish shall fund the subject operations in a sum equal to, and as substantiated by, all pertinent bids and invoices received by Parish from DD#5, which sum shall not exceed One Hundred Six Thousand Four Hundred Eighty and No/100 (\$106,480.00) Dollars. Such payment(s) shall be made *via* electronic transfer or check payable to DD#5, and within \_\_\_ days of receipt of the foregoing documentation. Payment(s) shall only be made from approved documentation, in Parish's reasonable discretion.
- 3.3 Parish shall comply with all applicable governmental laws, rules, regulations, licensing and requirements.
- 3.4 By entering into this Agreement and by performing its obligations herein, Parish is not asserting, claiming and/or acknowledging ownership of or responsibility for any obligations of DD#5 set forth in this Agreement. Rather, as set forth in this Agreement, Parish has merely elected to advance funds for and/or assist with related obligations for the necessary maintenance, repair and/or replacement of a cross culvert, and related improvements, located within or in the approximate vicinity of Masters Point Subdivision, for the benefit of DD#5 and the public at large.

**4. TERMINATION AND BINDING NATURE**

- 4.1 The term of this Agreement shall begin on the date of full execution by both parties hereto and shall end upon the date of full reimbursement by DD#5 of all monies advanced by Parish pursuant to Section 3.2 of this Agreement (the "Term").
- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 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.

**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 If determined by a Court having jurisdiction that 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.
- 5.3 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 without regard to conflict of laws principles.

- 5.4 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.
- 5.5 The Parties agree, in the event of default, dispute, and/or litigation, that each Party shall be responsible for their respective attorney fees, expert costs, court costs, and any other related expenses.
- 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.
- 5.10 Each party shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, the Louisiana Code of Government Ethics (LSA R.S. 42:1101, *et seq.*) and the quasi-public agency audit and reporting requirements by the Louisiana Legislative Auditor (LSA R.S. 24:513A(1)(b)(iv)), in carrying out the provisions of this Agreement.
- 5.11 It is agreed and acknowledged that Parish, DD#5 and/or their duly-authorized agent(s) or contractor(s), are fully authorized and have received all necessary third-party consent(s) to undertake any and all maintenance, repair and/or replacement operations made the subject of this Agreement. In the alternative, Parish, DD#5, and/or their duly-authorized agent(s) or contractor(s), agree and acknowledge that they will enter into any necessary agreements with and obtain any necessary right(s) of way, consent(s) and authorization(s) from any individual(s) or entities prior to the commencement of the foregoing operations.
- 5.12 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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 the DD#5:

Sid Hebert, Chairman  
St. Tammany Parish Drainage District No. 5  
313 W. Honors Point Court  
Slidell, LA 70458

If to Parish:

President Patricia P. Brister  
St. Tammany Parish Government  
P.O. Box 628  
Covington, LA 70433

**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.

(Signature page follows.)



THUS DONE AND SIGNED on this 13<sup>th</sup> day of January, 201~~6~~<sup>7</sup> in the presence of the undersigned witnesses.

WITNESSES:

Ann K. Brown

Lauren Ojeda

ST. TAMMANY PARISH GOVERNMENT

BY: Patricia P. Brister

Patricia P. Brister  
Parish President

THUS DONE AND SIGNED on this 12<sup>th</sup> day of December, 2016 in the presence of the undersigned witnesses.

WITNESSES:

Frank P. Vandell

Ray

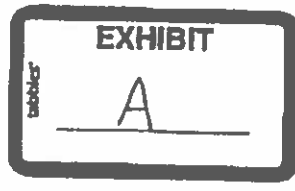
ST. TAMMANY PARISH DRAINAGE DISTRICT  
NO. 5

BY: Sid Hebert

Sid Hebert  
Chairman

**EXHIBIT "A"**  
**COST ESTIMATE FOR REPAIRS**

(See Attached Page)



Item	Description	Qty	Unit	Unit Cost	Extended Cost
<b>General Items</b>					
202-02-06100	Removal of Concrete Walks and Drives	26	SQYD	\$ 10.00	\$ 260.00
202-02-32100	Removal of Pipe (Cross Drain) (Collapsed 59" X 91" CMPA)	90	LF	\$ 11.00	\$ 990.00
203-07-00200	Borrow (Vehicular Measurement)	606	CUYD	\$ 15.00	\$ 9,090.00
204-02-00100	Temporary Hay or Straw Bales	12	LNFT	\$ 30.00	\$ 360.00
204-06-00100	Temporary Silt Fencing	200	LNFT	\$ 2.00	\$ 400.00
706-02-00200	Concrete Drive (6" Thick)	26	SQYD	\$ 65.00	\$ 1,690.00
713-01-00100	Temporary Signs and Barricades	1	LUMP	\$ 3,500.00	\$ 3,500.00
727-01-00100	Mobilization	1	LUMP	\$ 11,700.00	\$ 11,700.00
735-01-00100	Mailboxes	1	EACH	\$ 25.00	\$ 25.00
735-02-00100	Mailbox Supports (Single)	1	EACH	\$ 100.00	\$ 100.00
740-01-00100	Construction Layout	1	LUMP	\$ 1,160.00	\$ 1,160.00
	<b>Total</b>			\$	\$ 29,275.00 Base Bid
<b>Alternate #1 Items</b>					
714-01-00100	Slab Sodding (Bermuda Grass)	200	SQYD	\$ 6.00	\$ 1,200.00
726-01-00100	Bedding Material	30	CUYD	\$ 55.00	\$ 1,650.00
NS-701-00100	Culvert Rehabilitation by Slip Lining (59" X 91" CMPA)	240	LNFT	\$ 400.00	\$ 96,000.00
	<b>Total</b>			\$	\$ 128,125.00 Base + 1
	<b>Total</b>			\$	\$ 147,344.00 (w/contingency)
<b>Alternate #2 Items</b>					
202-02-06100	Removal of Concrete Walks and Drives	43	SQYD	\$ 10.00	\$ 430.00
202-02-32100	Removal of Pipe (Cross Drain) (59" X 91" CMPA)	77	LF	\$ 10.00	\$ 770.00
202-02-38500	Removal of Surfacing and Stabilized Base	210.9	SQYD	\$ 10.00	\$ 2,109.00
302-02-03120	Class II Base Course (8" Thick)	219	SQYD	\$ 35.00	\$ 7,665.00
402-01-00100	Traffic Maintenance Aggregate	47.4	CUYD	\$ 55.00	\$ 2,607.00
601-01-00100	Portland Cement Concrete Pavement (8" Thick)	210.9	SQYD	\$ 70.00	\$ 14,763.00
701-01-01100	Cross Drain Pipe (54" RCP)	240	LNFT	\$ 250.00	\$ 60,000.00
706-02-00200	Concrete Drive (6" Thick)	43	SQYD	\$ 65.00	\$ 2,795.00
707-01-00100	Concrete Curb	86	LNFT	\$ 55.00	\$ 4,730.00
710-01-00100	Flowable Fill	65	CUYD	\$ 150.00	\$ 9,750.00
714-01-00100	Slab Sodding (Bermuda Grass)	450	SQYD	\$ 6.00	\$ 2,700.00
726-01-00100	Bedding Material	80	CUYD	\$ 55.00	\$ 4,400.00
	<b>Total</b>			\$	\$ 141,994.00 Base + 2
	<b>Total</b>			\$	\$ 163,293.00 (w/contingency)