

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE  
ST. TAMMANY PARISH GOVERNMENT AND THE CITY OF SLIDELL  
(Darwin Ditch 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 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

**THE CITY OF SLIDELL**, a municipality of the State of Louisiana, whose mailing address is 2055 Second Street, Slidell, Louisiana 70458, represented by and through Freddy Drennan, Mayor, duly elected and authorized, as per law (hereinafter referred to as “City”).

**WHEREAS**, the drainage feature known as “Darwin Ditch” is located inside the corporate limits of the City and adjacent to unincorporated area of St. Tammany Parish, as depicted on the Topographic Survey of Darwin Ditch by Ralph P. Fontcuberta, Jr., BFM Corporation, LLC dated February 15, 2017 and attached hereto as Exhibit “A”; and

**WHEREAS**, the Darwin Ditch is in need of sub-surface construction to facilitate the conveyance of storm water and reduce the maintenance requirements of the Darwin Ditch (the “Project”); and

**WHEREAS**, improvements to Darwin Ditch will improve the removal of storm water from both unincorporated and incorporated areas, which benefits citizens of St. Tammany Parish and the City of Slidell; and

**WHEREAS**, Parish and City desire to enter into this Agreement to coordinate construction and save costs by utilizing a single contractor for the Project.

**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 improvement of drainage 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 CITY.**

- 2.1 City shall procure an approved Jurisdictional Determination for wetlands from the U.S. Army Corps of Engineers.
- 2.2 City shall review and approve the design/plans for the Project as provided by Parish. City's procurement of a contractor for construction of the Project shall serve as City's agreement with Parish's design/plans.
- 2.3 City shall procure a contractor for the "Project", in the manner required by Louisiana law.
- 2.4 City shall administer the contract with contractor for all matters pertaining to the Project, including identification of punch list items and acceptance of the work comprising the Project.
- 2.5 City shall provide Parish documentation for Project payouts, identifying the total cost and percent completion of the Project construction through completion of the Project. The City shall identify the Parish's share, which shall be used as an invoice for payment to the City for services rendered.
- 2.6 Following completion and acceptance of the Project, City shall undertake all future maintenance, inspection and operation of the Darwin Ditch.

**3. OBLIGATIONS OF PARISH.**

- 3.1 Parish shall provide the design for the Project, including plans for bid and construction.
- 3.2 Parish shall provide construction inspection services during construction of the Project.
- 3.3 Parish shall reimburse City the lesser of (i) fifty percent (50%) of City's costs for construction of the Project or (ii) one hundred and fifty thousand and no/100 dollars (\$150,000.00). Parish's reimbursements to City shall be made in such proportionate fifty percent (50%) installments as submitted by City pursuant to Section 2 above up to the maximum amount provided herein. Such payments shall be issued to City as soon as reasonably possible following receipt of City's request for reimbursement with supporting documentation submitted to Parish's Department of Public Works.
- 3.4 Parish shall not be liable for (i) the existing conditions of the Darwin Ditch and/or (ii) any alleged damage to Darwin Ditch or adjacent properties caused by the work to be performed by Parish pursuant to this Agreement.

**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 end following completion of the Project and payment by Parish of its one-half (1/2) share of the cost of the Project (the "Term"). No Term renewal or extension shall be provided without the express written consent of Parish, in Parish's sole discretion.
- 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 The continuation of this Agreement is contingent upon the appropriation of funds by Parish and/or City to fulfill the requirements of the Agreement. If either Parish or City fail to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by the veto 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 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.

- 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 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.
- 5.6 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.
- 5.7 Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.
- 5.8 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.
- 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 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. **INDEMNITY**

Each party agrees to indemnify and hold harmless the other party 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 this Agreement, whether such claims are made by way of indemnity, contribution, subrogation or otherwise.

7. **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.

**8. 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.

**9. 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 City:

Mayor Freddy Drennan  
The City of Slidell  
2055 Second Street  
Slidell, LA 70458

If to Parish:



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

(Signature page follows.)

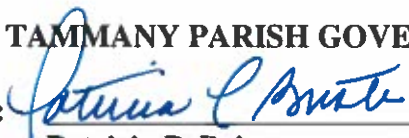
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in multiple originals by the hereunder signed officers, each in the presence of the undersigned two (2) competent witnesses in St. Tammany Parish, State of Louisiana, as of the dates set forth, below after diligent reading of the whole, in various counterparts.

THUS DONE AND SIGNED effective as of February 7<sup>th</sup>, 2018 in the presence of the undersigned witnesses.

WITNESSES:



  


ST. TAMMANY PARISH GOVERNMENT


BY:   
Patricia P. Brister  
Parish President

THUS DONE AND SIGNED effective as of \_\_\_\_\_, 2018 in the presence of the undersigned witnesses.

WITNESSES:

THE CITY OF SLIDELL

BY:   
Freddy Drennan  
Mayor

**Exhibit "A"**

**(See attached pages.)**

**GENERAL NOTES**

1. All work shall be in accordance with the specifications for the project.

2. The contractor shall be responsible for obtaining all necessary permits.

3. The contractor shall be responsible for maintaining access to all existing utilities.

4. The contractor shall be responsible for protecting all existing structures and utilities.

5. The contractor shall be responsible for maintaining the site in a safe and sanitary condition.

6. The contractor shall be responsible for providing all necessary safety equipment and personnel.

7. The contractor shall be responsible for providing all necessary materials and labor.

8. The contractor shall be responsible for providing all necessary equipment and machinery.

9. The contractor shall be responsible for providing all necessary transportation.

10. The contractor shall be responsible for providing all necessary communication.

11. The contractor shall be responsible for providing all necessary documentation.

12. The contractor shall be responsible for providing all necessary records.

13. The contractor shall be responsible for providing all necessary reports.

14. The contractor shall be responsible for providing all necessary drawings.

15. The contractor shall be responsible for providing all necessary plans.

16. The contractor shall be responsible for providing all necessary specifications.

17. The contractor shall be responsible for providing all necessary standards.

18. The contractor shall be responsible for providing all necessary codes.

19. The contractor shall be responsible for providing all necessary regulations.

20. The contractor shall be responsible for providing all necessary laws.

**UTILITY INFORMATION**

The contractor shall be responsible for identifying all existing utilities and for protecting them during the construction process. The contractor shall be responsible for providing all necessary information regarding the location and depth of all utilities.

**URBITY QUALITY LINK**

The contractor shall be responsible for providing all necessary information regarding the location and depth of all utilities. The contractor shall be responsible for providing all necessary information regarding the location and depth of all utilities.

**SEPARATORS**

The contractor shall be responsible for providing all necessary information regarding the location and depth of all utilities. The contractor shall be responsible for providing all necessary information regarding the location and depth of all utilities.

**TEMPORARY RECONSTRUCTION (TR)**

The contractor shall be responsible for providing all necessary information regarding the location and depth of all utilities. The contractor shall be responsible for providing all necessary information regarding the location and depth of all utilities.

**SPECIAL FLOOD HAZARD AREA**

The contractor shall be responsible for providing all necessary information regarding the location and depth of all utilities. The contractor shall be responsible for providing all necessary information regarding the location and depth of all utilities.

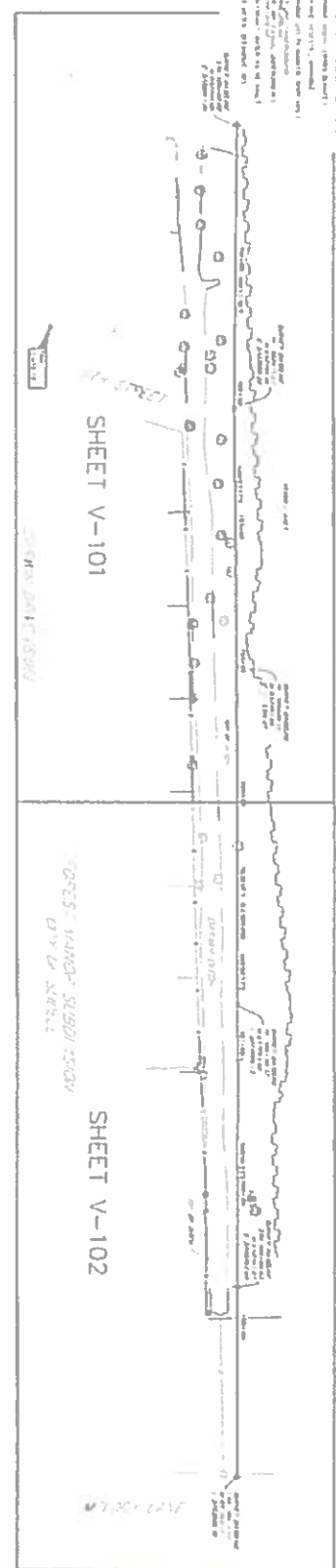


**GRID NORTH**



DATE	11/11/11
BY	J. M. [Signature]
CHECKED BY	[Signature]
APPROVED BY	[Signature]
TITLE	UTILITY INFORMATION
PROJECT	ST. TAMMANT PARISH
DRAWING NO.	1001

- 1. All work shall be in accordance with the specifications for the project.
- 2. The contractor shall be responsible for obtaining all necessary permits.
- 3. The contractor shall be responsible for maintaining access to all existing utilities.
- 4. The contractor shall be responsible for protecting all existing structures and utilities.
- 5. The contractor shall be responsible for maintaining the site in a safe and sanitary condition.
- 6. The contractor shall be responsible for providing all necessary safety equipment and personnel.
- 7. The contractor shall be responsible for providing all necessary materials and labor.
- 8. The contractor shall be responsible for providing all necessary equipment and machinery.
- 9. The contractor shall be responsible for providing all necessary transportation.
- 10. The contractor shall be responsible for providing all necessary communication.
- 11. The contractor shall be responsible for providing all necessary documentation.
- 12. The contractor shall be responsible for providing all necessary records.
- 13. The contractor shall be responsible for providing all necessary reports.
- 14. The contractor shall be responsible for providing all necessary drawings.
- 15. The contractor shall be responsible for providing all necessary plans.
- 16. The contractor shall be responsible for providing all necessary specifications.
- 17. The contractor shall be responsible for providing all necessary standards.
- 18. The contractor shall be responsible for providing all necessary codes.
- 19. The contractor shall be responsible for providing all necessary regulations.
- 20. The contractor shall be responsible for providing all necessary laws.



**GRAPHIC SCALE**

**A TOPOGRAPHIC SURVEY OF**  
**DARVOIS DITCH**  
**PARISH OF ST. TAMMANT**  
**LOUISIANA**

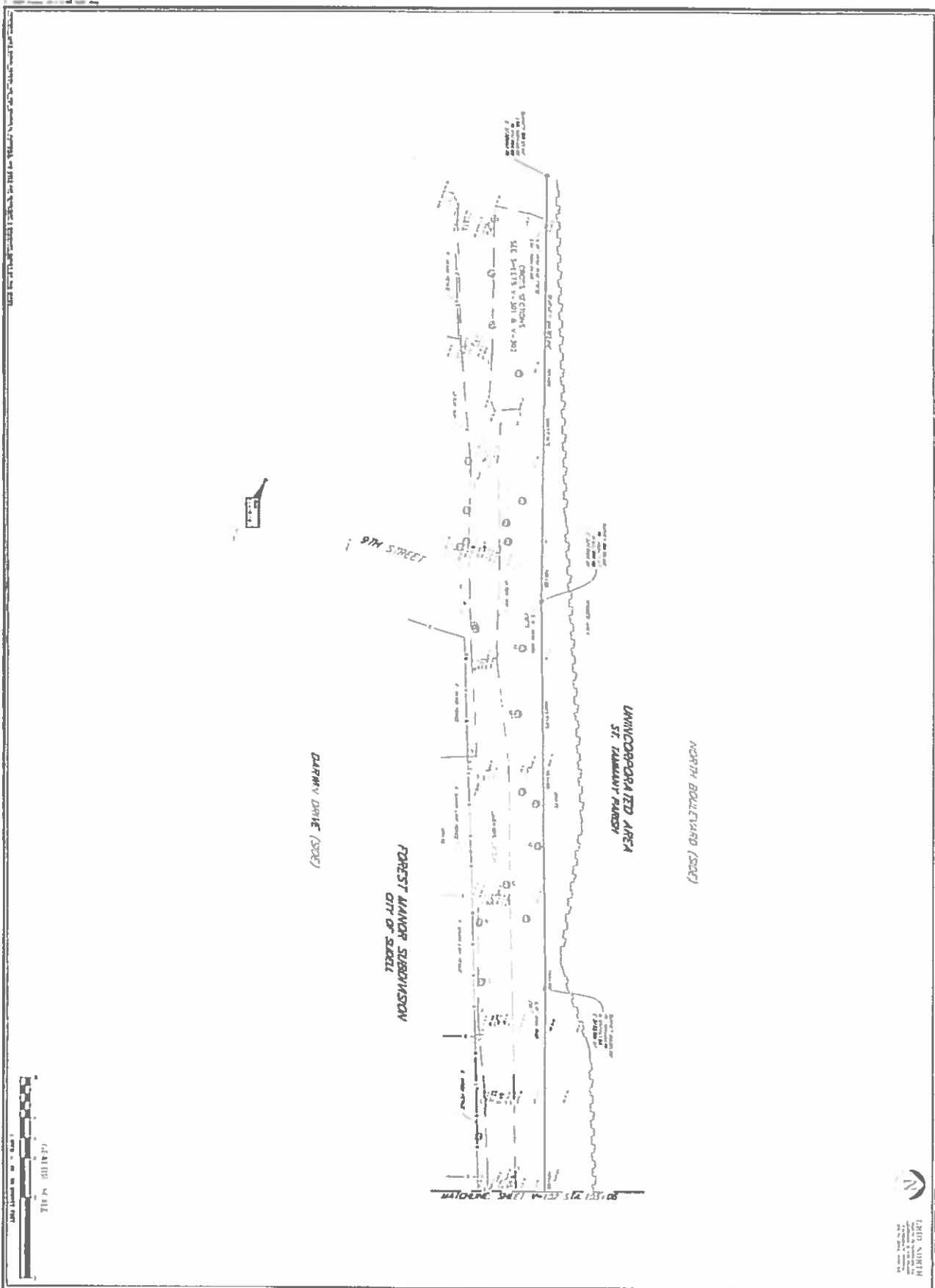


**RFM**



**V-1001**



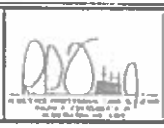


<p>10-101</p> <p>DATE: 11-11-09</p> <p>PROJECT: 10-101</p> <p>SCALE: 1" = 40'</p> <p>BY: [Signature]</p>	<p>11-11-09</p> <p>10-101</p> <p>10-101</p>
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<p>DATE: 11-11-09</p> <p>PROJECT: 10-101</p> <p>SCALE: 1" = 40'</p> <p>BY: [Signature]</p>	<p>11-11-09</p> <p>10-101</p> <p>10-101</p>
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A TOPOGRAPHIC SURVEY OF  
 DARWIN DITCH  
 PARISH OF ST. TAMMANY  
 LOUISIANA

ST. TAMMANY PARISH



MARKING DATA 101 VIA 105+06

DARRIN DRIVE (SDE)

NORTH BOLLIVARD (SDE)

UNINCORPORATED AREA  
ST. TAMMANY PARISH

FOREST HANOR SUBDIVISION  
CITY OF SLIDELL

MELROY LANE



A TOPOGRAPHIC SURVEY OF  
DARRIN DRIVE  
PARISH OF ST. TAMMANY  
LOUISIANA

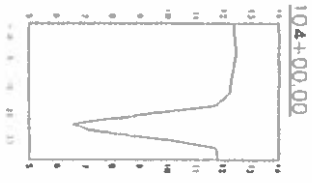
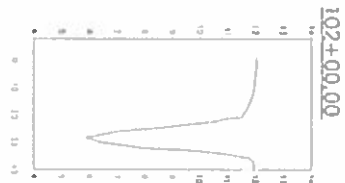
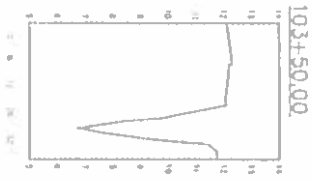
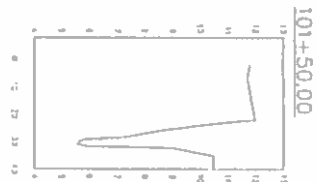
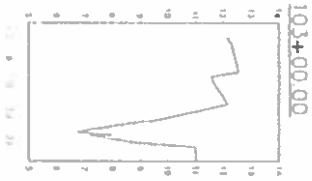
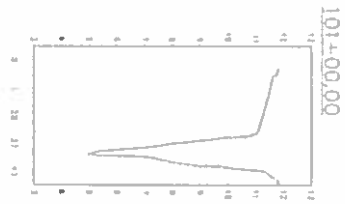
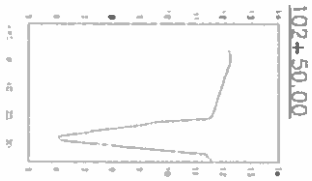
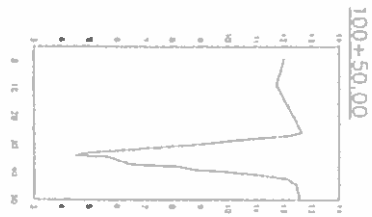


*Handwritten signature*



PROJECT NO.	V-102
DATE	11/11/11
SCALE	1" = 20'
BY	[Signature]
CHECKED BY	[Signature]
APPROVED BY	[Signature]

ST. TAMMANY PARISH



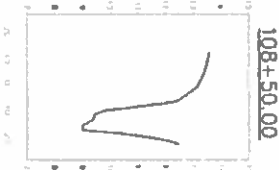
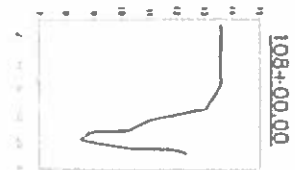
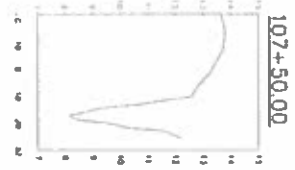
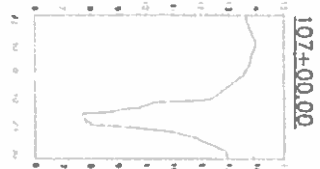
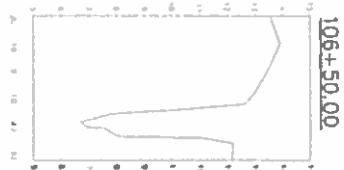
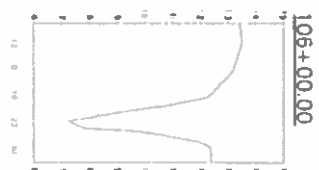
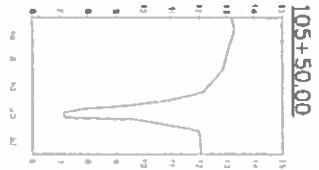
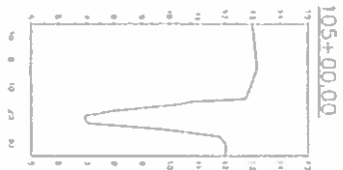
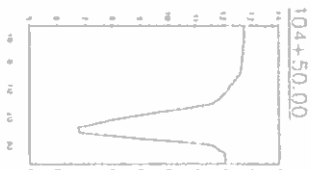
V-301

DATE	11/11/11
BY	J. B. BROWN
CHECKED BY	J. B. BROWN
SCALE	AS SHOWN ON PLAN
PROJECT	ST. TAMMANY PARISH
SHEET	1 OF 1

A TOPOGRAPHIC SURVEY OF  
 BARREN CATCH  
 PARISH OF ST. TAMMANY  
 LOUISIANA

ST. TAMMANY PARISH





V-302

Project No.	V-302
Client	B&M CORPORATION LLC
Date	10/1/2010
Scale	1" = 10'
Sheet No.	10 of 10
Station	104+50.00 to 108+50.00

A TOPOGRAPHIC SURVEY OF  
 BAYWIN DITCH  
 PARISH OF ST. TAMMANY  
 LOUISIANA

ST. TAMMANY PARISH

