

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN
ST. TAMMANY PARISH GOVERNMENT AND
ST. TAMMANY PARISH RECREATION DISTRICT NO. 14
(Coquille Area Drainage 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

ST. TAMMANY PARISH RECREATION DISTRICT NO. 14, a political subdivision of the State of Louisiana operating the Coquille recreation facility, whose mailing address is 13505 Highway 1085, Covington, Louisiana 70433, herein appearing by and through Richard Bentley-Smith, Executive Director, duly authorized (hereinafter referred to as "Recreation District No. 14"); and

WHEREAS, Recreation District No. 14 owns and operates the "Coquille Sports Complex", located at 13505 Highway 1085, Covington, Louisiana 70433 ; and

WHEREAS, Parish desires to improve an existing lateral ditch situated on the Coquille Sports Complex along the eastern boundary of the property, with Highway 1085 to the South and Tallow Creek to the north (the "Project"); and

WHEREAS, Parish's improvement of the existing lateral ditch at Coquille Sports Complex will improve drainage for the area surrounding the Coquille Sports Complex.

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 construction of public drainage improvements. The parties have determined that (a) the expenditure of public funds and use granted pursuant to this Agreement is for a public purpose that comports with a governmental purpose that Parish and Recreation District No. 14 may pursue; (b) the expenditure and use, taken as a whole, is not gratuitous; and (c) Parish and Recreation District No. 14 have a reasonable expectation of receiving at least equivalent value in exchange for the expenditure and use.

2. **OBLIGATIONS OF RECREATION DISTRICT NO. 14**

- 2.1 Recreation District No. 14 shall allow Parish, or Parish's contractors, to construct and improve the existing drainage ditch comprising the Project.
- 2.2 Following completion of the Project improvements, Recreation District No. 14 shall provide day-to-day, routine, non-capital maintenance services to the Project are (i.e.: grass cutting, litter pickup).
- 2.3 Following completion of the Project improvements, Recreation District No. 14 shall allow Parish to include the Project area in Parish's drainage maintenance system, which shall allow Parish to access the Project area for future drainage maintenance and improvements.

3. **OBLIGATIONS OF PARISH**

- 3.1 Parish may procure a contractor for the drainage improvement work comprising the Project, in the manner required by Louisiana law. Parish shall administer the contract with any contractor procured for all matters pertaining to the Project, including any punch list items and acceptance of the work comprising the Project.
- 3.2 Throughout the construction and upon completion of the Project, Parish agrees to hold harmless and indemnify Recreation District No. 14 for any damage arising out of or related to the Project, including the construction and capital maintenance of the Project.
- 3.3 Parish will ensure that all dirt removed from the Project area is deposited at to a designated site on Recreation District No. 14's property as identified by Recreation District No. 14.
- 3.4 Work access shall be restricted to the areas between the Coquille Sports Complex fields and the eastern property line, and no heavy equipment shall travel upon any of Coquille Sports Complex fields.
- 3.5 Parish shall ensure that an erosion deterrent is installed along the border of any construction and the Coquille Sports Complex fields.
- 3.6 Following the completion and acceptance by Parish of the Project work, Parish shall add the improved ditch into Parish's drainage maintenance system.

4. **BINDING NATURE**

- 4.1 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.
- 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 Should any party seek to terminate this Agreement for any reason, the party seeking to terminate shall provide written notice of its intent to terminate thirty (30) days prior to the date of termination. Notwithstanding the foregoing, should the Project work be complete and the subject ditch and detention pond accepted into Parish's drainage maintenance system, Parish shall, by law, retain the right to maintain, operate and repair said drainage indefinitely.

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 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.
- 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 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.

5.10 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. **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 Recreation District No. 14:

Recreation District No. 14
Attn: Richard Bentley-Smith
13505 Highway 1085
Covington, Louisiana 70433

With a copy to:
David S. Pittman
106 Post Oak
Madisonville, Louisiana 70447

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 effective as of MARCH 12, 2018 in the presence of the undersigned witnesses.

WITNESSES:

O Harper

Administrative Assistant

RECREATION DISTRICT NO. 14

BY: R. Bentley-Smith

Richard Bentley-Smith
Executive Director

THUS DONE AND SIGNED effective as of 3-15-2018, 2018 in the presence of the undersigned witnesses.

WITNESSES:

Jane P...

Paul G...

ST. TAMMANY PARISH GOVERNMENT

BY: Patricia P. Brister

Patricia P. Brister
Parish President