

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE  
ST. TAMMANY PARISH GOVERNMENT AND ST. TAMMANY  
PARISH GRAVITY DRAINAGE DISTRICT NO. 5  
(Design Costs - Emerald Forest Blvd. Extension)**

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 GRAVITY DRAINAGE DISTRICT NO. 5**, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 628, Covington, Louisiana 70434, represented by and through Martin W. Gould, Jr., its Vice Chairman and Treasurer, duly authorized (hereinafter referred to as “GDD#5”).

**WHEREAS**, GDD#5 is in need of certain funds to design drainage and road improvements within the jurisdiction of GDD#5 and unincorporated areas of St. Tammany Parish; and

**WHEREAS**, Parish has funding, and Parish desires to provide funding for the design of said drainage and road improvements and, ultimately, construction of said road and drainage improvements; and

**WHEREAS**, drainage improvements will lower the risk of flooding, manage disbursement and retention of flood water and benefit the citizens of St. Tammany Parish, and road improvements will improve the flow of traffic in the jurisdiction of GDD#5 and unincorporated areas of St. Tammany Parish; and

**WHEREAS**, Parish desires to design and construct a two-lane extension to the existing Emerald Forest Boulevard to 11<sup>th</sup> Street in Covington, Louisiana (the “Emerald Forest Extension”) and an expansion to the existing “Crestwood Pond” which will be adjacent to the Emerald Forest Extension; and

**WHEREAS**, it would be most efficient for Parish and GDD#5 to share resources to ensure that the design and construction of the Crestwood Pond expansion and the Emerald Forest Extension is conducted most efficiently.

**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 for funding of future public drainage and road improvements. 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 GDD#5**

2.1 GDD#5 has or will advance funds towards the design of the Emerald Forest Extension and the Crestwood Pond expansion. Following completion of the design for the Emerald Forest Extension and Crestwood Pond expansion, GDD#5 shall provide Parish's Department of Engineering with copies of said design plans.

2.2 GDD#5 shall follow all laws, ordinances, rules and regulations including, but not limited to, the public bid laws.

2.3 GDD#5 will provide documentation of all monies spent for the design of the Emerald Forest Extension and Crestwood Pond expansion and request reimbursement from Parish, in the form required by Parish's Department of Finance. All requests for reimbursement must be submitted timely, supported by adequate documentation (i.e.: invoices and/or other supporting documents required by Parish which support the disbursement request, and an acknowledgement that the design has been completed and approved) and approved by Parish before reimbursement will be made. Reimbursement will be made only from approved documentation, in Parish's reasonable discretion.

3. **OBLIGATIONS OF ST. TAMMANY PARISH**

3.1 **Reimbursement.** Parish will fund this project in the maximum amount of sixty thousand and no/100 (\$60,000.00) dollars for the Term. Costs eligible for reimbursement under this Agreement are limited to the design of the Emerald Forest Extension and Crestwood Pond expansion. Any unused funds remaining at expiration of the Term shall be retained and/or reallocated by Parish and shall not be disbursed to GDD#5.

3.2 Following receipt of the Emerald Forest Extension and Crestwood Pond expansion plans from GDD#5 and approval of same, Parish may proceed with the advertising for bids for the construction of the Emerald Forest Extension and Crestwood Pond expansion.

3.3 Following completion of the Emerald Forest Extension, Parish shall operate and maintain same in good working condition.

**4. OWNERSHIP**

**4.1** By entering into this Agreement and by performing its obligations herein, GDD#5 is not asserting, claiming and/or acknowledging ownership or maintenance of the Emerald Forest Extension. Rather, GDD#5 has merely elected to coordinate plan designs for benefit of the public at large.

**5. TERMINATION AND BINDING NATURE**

**5.1** The term of this Agreement shall commence at full execution and end at completion of the Crestwood Pond expansion and the Emerald Forest Extension (the "Term"). No Term renewal or extension shall be provided without the express written consent of Parish, in Parish's sole discretion.

**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** 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.

**5.4** 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.

**5.5** 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.

**6. CONTRACTUAL VALIDITY AND MISCELLANEOUS PROVISIONS**

**6.1** 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.

- 6.2** 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.
- 6.3** 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.
- 6.4** 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.
- 6.5** 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.
- 6.6** 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.
- 6.7** Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.
- 6.8** 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.
- 6.9** GDD#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 the GDD#5's obligations pursuant to this Agreement, whether such claims are made by way of indemnity, contribution, subrogation or otherwise.
- 6.10** While in the performance of services or carrying out obligations herein, the GDD#5 shall be acting in the capacity of an independent contractor and not as an employee of the Parish. The Parish shall not be obliged to any person, firm or corporation for any obligations of the GDD#5 arising from the performance of its services under this Agreement. GDD#5 shall not be authorized to represent the Parish with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless done so in writing by the Parish.

6.11 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.

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 the GDD#5:

St. Tammany Parish Gravity Drainage District No. 5  
P.O. Box 628  
Covington, LA 70433

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 mandenillo 2015 in the presence of the undersigned witnesses.

WITNESSES:

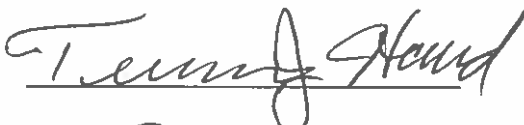
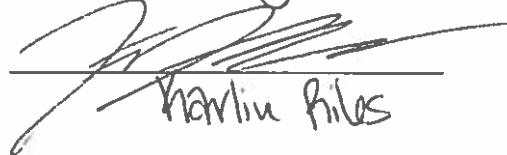
  


ST. TAMMANY PARISH GOVERNMENT


BY:   
Patricia P. Brister  
Parish President

THUS DONE AND SIGNED effective as of June 1, 2015 in the presence of the undersigned witnesses.

WITNESSES:

  
  
Martin Piles

ST. TAMMANY PARISH GRAVITY  
DRAINAGE DISTRICT NO. 5

BY:   
Martin W. Gould, Jr.  
Vice Chairman and Treasurer