

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN**  
**THE PARISH OF ST. TAMMANY AND**  
**HUNTWYCK VILLAGE HOMEOWNERS ASSOCIATION, INC.**  
**(HGMP/SRL Parcel Use/Maintenance)**

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, 3-01 and 3-09, by and among the following parties:

**THE PARISH OF ST. TAMMANY**, 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 by law (hereinafter referred to as “Parish”); and

**HUNTWYCK VILLAGE HOMEOWNERS ASSOCIATION, INC.**, a non-profit corporation of the State of Louisiana, whose mailing address is P.O. Box 5065, Slidell, Louisiana 70469, herein appearing by and through Gay Huff, its Vice President, duly authorized (hereinafter referred to as “Association”); and

**WHEREAS**, pursuant to grant funds received by Parish via the Hazard Mitigation Grant Program and/or Severe Repetitive Loss Program, Parish was required to purchase certain immovable property from approved applicants; and

**WHEREAS**, Parish has acquired certain property in Huntwyck Village Subdivision Phase 7, namely Lot 578 (517 Drury Lane) (hereinafter, the “Property”); and

**WHEREAS**, Association desires to use the Property for open space and recreational purposes for members of the Association; and

**WHEREAS**, in exchange for such use, Association agrees to maintain the Property, all as more fully described herein.

**NOW, THEREFORE**, in consideration of the mutual benefits and covenants contained in this Agreement, the parties agree and bind their respective offices as follows:

- I. **PUBLIC PURPOSE**. The parties to this Agreement acknowledge and agree that the public purpose for this Agreement is use, enjoyment and maintenance of hazard mitigation and/or severe repetitive loss property in 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 THE ASSOCIATION**

- a) Association shall maintain the Property in a safe and reasonable condition at all times and in compliance with all federal, state and local laws, rules and regulations, including Parish's "Code Enforcement ordinances" codified in Chapter 14 of Parish's Code of Ordinances, as same may be amended, restated and/or recodified from time to time.
- b) The Property shall only be used for purposes compatible with open space, recreation, wetlands and/or proper floodplain management consistent with 44 CFR 206.434, as same may be amended, restated and/or recodified from time to time.
- c) No structures shall be erected on the Property without written authorization of the Parish, and any structures erected shall comply with all applicable federal, state and local laws, rules and regulations. Further, such structures must be compatible with uses for open space, recreational, wetlands and/or proper floodplain management.
- d) Association shall not use the Property for any commercial uses.
- e) Parish shall retain all mining, mineral, gas, oil, surface and land rights.
- f) Parish retains the right to enter and inspect the Property at any time to ensure compliance with federal, state and local laws, rules and regulations.
- g) Federal law requires the Parish to regularly inspect the Property and to report to appropriate state and federal authorities that the Property is being used in compliance with all applicable laws, rules and regulations, and Association agrees to take any and all reasonable measures to cooperate with Parish with respect thereto.
- h) Association shall carry in full force and effect at all times during the term of this Agreement insurance coverages in sufficient limits and levels necessary to protect it, its agents, directors, officers, employees, volunteers, its contractors and/or subcontractors, as well as St. Tammany Parish Government, its elected and appointed officials, directors, officers, agents, servants, attorneys, employees, volunteers, together with their agents, representatives, assigns, insurers and reinsurers, and all other interested third parties, from any and all claims for bodily injury, death or property damage.
  - i. The insurance coverages shall be underwritten by insurance companies with an A.M. Best rating of no less than A-, Category VII and shall be authorized to do business in the State of Louisiana, and should include, but may not be limited to: Commercial General Liability, and an Excess or

Umbrella Policy that follows form for all liability coverages. St. Tammany Parish Government reserves the right to review and approve all insurance coverages.

- ii. Association shall have St. Tammany Parish Government 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 St. Tammany Parish Government. The insurances affected by this Agreement shall be written on a primary and non-contributory basis. All insurance policies shall provide that insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the Parish, in writing. Association shall present evidence of said insurance coverages to the Parish on or before the commencement of this Agreement, and thereafter annually on or before each policy expiration.

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

- a) Parish shall inspect the Property and report to appropriate state and federal authorities that the Property is being used in compliance with all applicable laws, rules and regulations.

### **4. TERMINATION AND BINDING NATURE**

- a) This Agreement shall become effective on the date of full execution by both parties and shall terminate one (1) year thereafter. Thereafter, this Agreement shall automatically renew for an additional one (1) year period, unless either party provides notice ninety (90) days in advance to the other party of its intent to terminate this Agreement as of the end of the then-current term. Either party's failure to send notice to the other party ninety (90) days in advance of the then-current expiration of the Agreement shall renew the Agreement pursuant to the foregoing. Notwithstanding the foregoing, either party may terminate this Agreement at any time by providing ninety (90) days prior written notice.
- b) The continuation of this Agreement is contingent upon the appropriation of funds by Parish to fulfill its 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 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.
- c) 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. CONTRACTUAL VALIDITY AND MISCELLANEOUS PROVISIONS**

- a) 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.
- b) If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, that portion shall be severable and the remainder shall remain in full force and effect.
- c) 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.
- d) Any delay or 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.
- e) The parties agree and acknowledge 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.
- f) 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.
- g) Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.
- h) That each party certifies that it will adhere to and follow any and all ordinances and laws applicable to each party's obligations as stated herein.

**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. **DEFENSE AND INDEMNITY.** The Association agrees to indemnify, hold harmless and defend Parish, and its respective officers, agents, servants, attorneys and employees from and against any and all 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 actions or inactions arising out of, in connection with or resulting from the Association's use and/or maintenance of the Property that may be due to and caused in whole or in part by any act, error, or commission or omission of any act by negligence or otherwise.
9. **FORCE MAJEURE.** If either party hereto shall be delayed or hindered in, or prevented from, the performance of any act required under this Agreement by reason of strikes, walk outs, labor troubles, inability to procure materials, failure of power, weather, riots, insurrection, terrorism, war or other reason of a like nature not the fault of the party delayed in performing work or doing as required under the terms of the Agreement, then performance of such act or obligation shall be excused for the period of the delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.
10. **INTERPRETATION.** 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.
11. **SEVERABILITY.** 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. 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.

12. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
13. **ASSIGNMENT.** The Association shall not assign this Agreement to any third party, and the Property may not be sublet to any third party.
14. **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 Association:

Huntwyck Village Homeowners Association  
Gay Huff, Vice President  
P.O. Box 5065  
Slidell, LA 70469-5065

If to the Parish:

St. Tammany Parish Government  
Patricia P. Brister, Parish President  
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 3<sup>rd</sup> day of June, 2015 in the presence of the undersigned witnesses.

WITNESSES:

[Signature]

[Signature]

ST. TAMMANY PARISH

BY: [Signature]  
PATRICIA P. BRISTER  
PARISH PRESIDENT

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 26<sup>th</sup> day of May, 2015 in the presence of the undersigned witnesses.

WITNESSES:

[Signature]

[Signature]

HUNTWYCK VILLAGE HOMEOWNERS  
ASSOCIATION, INC.

BY: [Signature]  
GAY HUFF  
VICE PRESIDENT