

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE ST. TAMMANY
PARISH GOVERNMENT AND THE ST. TAMMANY PARISH GRAVITY
DRAINAGE DISTRICT NO. 5
(Reimbursement of Operating Expenses For Drainage Obligations)**

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 Robert Bergeron, its Chairman, duly authorized (hereinafter referred to as “GDD#5”).

WHEREAS, GDD#5 is in need of certain funds for reimbursement of expenses arising from its obligations to maintain and improve drainage within its jurisdiction; and

WHEREAS, Parish desires to provide funding towards GDD#5’s operating expenses incurred pursuant to its obligations for maintenance and improvement of drainage; and

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 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 GDD#5**

- 2.1 GDD#5 has incurred or will incur certain obligations toward its overhead expenses, audit expenses, and/or drainage maintenance and improvement operations in excess of fifteen thousand (\$15,000.00) dollars for the fiscal years 2016 – 2018, both inclusive (the “Operating Expenses”).
- 2.2 GDD#5 will provide documentation of all monies spent for the Operating Expenses 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, cancelled checks and/or other supporting documents required by Parish) and approved by Parish before reimbursement will be made. Reimbursement will be made only from approved documentation, in Parish’s reasonable discretion.
- 2.3 GDD#5 shall comply with all applicable governmental laws, rules, regulations, licensing and requirements.
- 2.4 **Auditing.** It is hereby agreed that the legislative auditor of the State of Louisiana and/or the Office of the Governor, State of Administration auditors and/or St. Tammany Parish auditors shall have the option of auditing all accounts of GDD#5 that are related to this Agreement.
- 2.4.1 LSA R.S. 25:513(A)(1)(b)(iv) defined a quasi-public agency or body as “Any 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.”
- 2.4.2 In accordance with LSA R.S. 25:513(H)(2)(a), GDD#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.”
- 2.4.3 Pursuant to LSA R.S. 24:513(J)(1)(c), the financial statements of GDD#5 shall be audited as follows:

Amount received in revenues and other sources in any one fiscal year	Audit requirements
\$75,000 or less	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.
More than \$75,000 but less than \$200,000	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.
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2.4.4 Non-Federal entities that expend \$750,000 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.

3. OBLIGATIONS OF ST. TAMMANY PARISH

3.1 Reimbursement. Parish shall reimburse GDD#5 for the aforementioned Operating Expenses incurred with respect to GDD#5's obligations to maintain and improve drainage within its jurisdiction, for the fiscal years 2016-2018, both inclusive, in an amount not to exceed **FIFTEEN THOUSAND AND NO/100 (\$15,000.00) DOLLARS**. Costs eligible for reimbursement under this Agreement are limited to those Operating Expenses as described above.

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 on December 31, 2018 (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 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 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 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.

5.11 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.

5.12 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 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 June 11th, 2018 in the presence of the undersigned witnesses.

WITNESSES:

Thelma M. Myl
Leslie Long

ST. TAMMANY PARISH GOVERNMENT

BY: Patricia P. Brister
Patricia P. Brister
Parish President

THUS DONE AND SIGNED effective as of June 7, 2018 in the presence of the undersigned witnesses.

WITNESSES:

Sandra Borne
SANDRA BORNE
[Signature]

ST. TAMMANY PARISH GRAVITY DRAINAGE DISTRICT NO. 5

BY: [Signature]
Robert Bergeron
Chairman