

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE
ST. TAMMANY PARISH GOVERNMENT AND
ST. TAMMANY PARISH DRAINAGE DISTRICT NO. 2
(Lakefront Pump Station 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 by law (hereinafter referred to as "Parish"); and

ST. TAMMANY PARISH DRAINAGE DISTRICT NO. 2, a political subdivision of the State of Louisiana, whose mailing address is 1301 East End Boulevard, Lakeshore, Louisiana 70461 represented by and through Robert L. Torres, Jr., its President, duly authorized (hereinafter referred to as "DD#2").

WHEREAS, DD#2 owns and operates a pumping station located at GPS coordinates 30.21167/-89.78976 and commonly known as the "Lakefront Pump Station"; and

WHEREAS, the Lakefront Pump Station was damaged between August 26, 2012 and September 10, 2012 by torrential rains, high winds and severe flooding caused by Hurricane Isaac; and

WHEREAS, the Lakefront Pump Station is in need of repairs and improvements; and

WHEREAS, DD#2 is the applicant on PW# 872 Disaster 4080 which was obligated by GOHSEP/FEMA to perform repairs and mitigation, and

WHEREAS, DD#2 lacks adequate funding to meet its match obligation pursuant to the GOHSEP/FEMA grant funding obligation, while Parish has funding from its drainage tax; and

WHEREAS, DD#2 desires that Parish assist in carrying out the repair and improvement work to the Lakefront Pump Station.

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 the repair of drainage infrastructure to reduce the risk of flooding. 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 DD#2**

2.1 DD#2 shall allow the Parish access to its property, as necessary, comprising the Lakefront Pump Station for Parish's assistance to DD#2 in the repair and improvement of the Lakefront Pump Station.

2.2 DD#2 shall authorize the Parish to submit, via LAPA, to GOHSEP/FEMA for purposes of reimbursement of any amounts paid by the Parish to DD#2 and/or its contractor for work at the Lakefront Pump Station.

2.3 Following the completion of repairs and improvements, DD#2 shall operate and maintain the Lakefront Pump Station in good working condition.

2.4 DD#2 shall obtain and maintain such types and extent of insurance as are reasonably available, adequate and necessary to protect against future loss to the Lakefront Pump Station from similar hazards. Flood insurance must, at minimum, equal the eligible disaster assistance (44 CFR 206.252). Non-flood insurance must, at a minimum, equal the eligible damage incurred to the Lakefront Pump Station as a result of the major disaster (44 CFR 206.253). In the instances when DD#2 is unable to fully meet the obtain and maintain requirements, DD#2 may request, by submitting an Insurance Commissioner's Certification ("ICC") application, that the State Insurance Commissioner review the reasonableness of the insurance required. The State Insurance Commissioner may then issue an ICC certifying a lesser amount that is reasonably available, thereby lessening the insurance coverage required by DD#2.

2.5 Any GOHSEP/FEMA funding received by DD#2 shall be remitted to Parish until Parish is reimbursed for its expenditures towards DD#2's match obligation pursuant to the GOHSEP/FEMA grant funding match obligation. Notwithstanding any provisions to the contrary, DD#2 is not obligated under this Agreement to pay funds to the Parish from any source other than funds received through GOHSEP/FEMA funding.

3. **OBLIGATIONS OF PARISH**

3.1 Parish shall assist DD#2 in obtaining and/or preparing the design drawings and specifications for the repair, refurbishment, improvement, demolition and/or

replacement to/of the Lakefront Pump Station (collectively, the "Plans"), as same may be mutually agreed upon between Parish and DD#2 and as approved and funded by GOHSEP/FEMA.

3.2 Parish's funding obligation herein shall be limited to the match required by GOHSEP/FEMA's grant award, which shall thereafter be reimbursed to Parish by DD#2 as provided by this Agreement.

3.3 Parish shall assist DD#2 in procuring the services of an appropriate contractor or contractors to perform the repair, refurbishment, improvement, demolition and/or replacement to/of the Lakefront Pump Station in accordance with the Plans.

3.4 Parish shall be reimbursed for all funds paid for the repair, refurbishment, improvement, demolition and/or replacement contemplated by this Agreement from GOHSEP/FEMA grant funds. DD#2 shall request reimbursement from GOSHEP/FEMA, and/or authorize the Parish to request reimbursement, for any and all amounts paid by DD#2 and/or the Parish for the repair, refurbishment, improvement, demolition and/or replacement contemplated by this Agreement.

3.5 Notwithstanding anything to the contrary, Parish shall not be liable for (1) the existing condition of the Lakefront Pump Station and/or (2) any alleged damage to the adjacent Foreshore Levee.

4. OWNERSHIP

4.1 By entering into this Agreement and by performing its obligations herein, Parish is not asserting, claiming and/or acknowledging ownership or maintenance of the Lakefront Pump Station. Rather, Parish is the recipient of a parish-wide drainage tax, whose authorizations for expenditure include maintenance of pump stations within St. Tammany Parish. Parish has merely elected to expend such funds for repair and improvement of the Lakefront Pump Station, and Parish is performing same with permission from DD#2, as provided by this Agreement.

5. TERMINATION AND BINDING NATURE

5.1 The term of this Agreement shall begin on full execution of this Agreement by both parties and end upon the later to occur of (a) completion of the work to repair, refurbish, improve, demolish and/or replace the Lakefront Pump Station and (b) full reimbursement to Parish of the match required by GOHSEP/FEMA's grant award, as provided in this Agreement (the "Term").

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 MISCELLEANOUS 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 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 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.

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.

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 DD#2:

Robert L. Torres, Jr., President

St. Tammany Parish Drainage District No. 2
1301 East End Boulevard
Lakeshore, LA 70461

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 16, 2016 in the presence of the undersigned witnesses.

WITNESSES:

Amy M. LaBorde
Amy M. LaBorde
Laurene Ojeda
Laurene Ojeda

ST. TAMMANY PARISH GOVERNMENT

BY:

Patricia P. Brister
Patricia P. Brister
Parish President

THUS DONE AND SIGNED effective as of June 9, 2016 in the presence of the undersigned witnesses.

WITNESSES:

Patricia E. Leary
Patricia E. Leary
Wayne A. Collier
Wayne A. Collier

ST. TAMMANY PARISH DRAINAGE DISTRICT
NO. 2

BY:

Robert L. Torres, Jr.
Robert L. Torres, Jr.
Chairman