

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN
THE ST. TAMMANY PARISH GOVERNMENT AND
STARC OF LOUISIANA, INC.**

(Rural Transit Funding)

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

STARC OF LOUISIANA, INC. (f/k/a/ St. Tammany Association for Retarded Citizens, Inc.), a non-profit corporation of the State of Louisiana, whose mailing address is 1541 St. Ann Place, Slidell, Louisiana 70460, herein appearing by and through Dianne Baham, its Executive Director, duly authorized (hereinafter referred to as “STARC”).

WHEREAS, by a separate Cooperative Endeavor Agreement between Parish and St. Tammany Council on the Aging, Inc. (“COAST”) (the “Operations CEA”), COAST has agreed to operate Parish’s rural public transportation services (formerly known as “goSTAT”); and

WHEREAS, by a separate Agreement between Reliant Transportation, LLC and Parish (the “Reliant Agreement”), Reliant Transportation, LLC has agreed to operate Parish’s urban transportation services; and

WHEREAS, Parish is in need of funding partners for the local match requirements; and

WHEREAS, by separate agreements, Parish is pursuing funding from the City of Covington, City of Mandeville, City of Slidell, Town of Abita Springs and Town of Pearl River; and

WHEREAS, STARC desires to contribute funding towards the operation of Parish’s public transportation services based on the ridership of their clients.

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 funding of public transportation services in 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 ST. TAMMANY PARISH**

2.1 **Management.** Parish shall manage operation of rural and urban public transportation services in Parish's discretion, as the party ultimately responsible for its success.

2.2 **Funding.** Parish shall administer the funds contributed by the parties hereto for use towards Parish's rural and urban public transportation services, in Parish's discretion.

3. **OBLIGATIONS OF STARC**

3.1 **Local Match Contribution.** STARC shall pay to Parish up to the total amount shown on Exhibit "A" attached hereto as their contribution during the Term (as defined below) towards the local match required for public transportation funding. STARC shall pay their respective contributions towards the local match within fifteen (15) days following receipt of an invoice from Parish requesting payment or partial payment.

4. **TERMINATION AND BINDING NATURE**

4.1 The term of this Agreement shall begin on July 1, 2015 and end on June 30, 2016 (the "Term"). Thereafter, this Agreement shall automatically renew for an additional one (1) year period at expiration of the then-current term-, with, STARC only being obligated to pay the local match requirement, and not the local vehicle match requirement, during said renewal term. No additional Term renewal, extension or vehicle match requirement shall be provided without the express written consent of the parties, in each party's sole discretion.

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 sixty (60) days prior to the date of termination.

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 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.
- 5.9 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 Parish:
President Patricia P. Brister
St. Tammany Parish Government
P.O. Box 628
Covington, La 70433

If to STARC:
Dianne Baham, Executive Director
1541 St. Ann Place
Slidell, La 70460

(Signature pages follow.)

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 December 10, 2015 in the presence of the undersigned witnesses.

WITNESSES:

Anne Pardonid
Laurence Ojeda

ST. TAMMANY PARISH GOVERNMENT

BY:

Patricia P. Brister
Patricia P. Brister
Parish President

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THUS DONE AND SIGNED effective as of 11/30/, 2015 in the presence of the undersigned witnesses.

WITNESSES:

Diane Assembly
Raha Seal

STARCO OF LOUISIANA, INC.

BY:

Dianne Baham
Dianne Baham
Executive Director

EXHIBIT "A"
ST. TAMMANY TRANSIT TWELVE (12) MONTH MATCH REQUIREMENTS

	<u>Total Required Local Match</u>	<u>Total Required Local Match – Vehicles</u>	<u>Total Combined Match Required</u>
Abita Springs	\$1,000	\$700	\$1,700
Covington	\$7,000	\$6,000	\$13,000
Mandeville	\$5,000	\$3,000	\$8,000
Parish	\$70,000	\$30,400	\$100,400
Pearl River	\$500	\$400	\$900
Slidell	\$30,000	\$21,500	\$51,500
STARC	<u>\$100,000</u>	<u>\$30,000</u>	<u>\$130,000</u>
TOTALS	<u>\$213,500</u>	<u>\$92,000</u>	<u>\$305,500</u>