

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE
ST. TAMMANY PARISH GOVERNMENT AND
NORTHSHORE COMMUNITY FOUNDATION, INC.
(Vision & Branding Project)**

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, 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

NORTHSHORE COMMUNITY FOUNDATION, INC., a non-profit corporation of the State of Louisiana, whose mailing address is 610 Hollycrest Blvd, Covington, Louisiana 70433, represented by and through Susan Bonnett, its President and CEO, duly authorized (hereinafter referred to as “NCF”).

WHEREAS, the mission of NCF is to unite human and financial resources to enhance the quality of life for residents of the north shore; and

WHEREAS, NCF is developing a vision and plan for the north shore which will include, among other things, a clearly articulated vision statement and branding for the north shore (the “Vision & Branding Project”); and

WHEREAS, NCF desires to retain a consultant to develop the Vision & Branding Project plan and to coordinate Vision & Branding Project program deliverables; and

WHEREAS, Parish desires to provide funding resources to support the hiring of a consultant by NCF for the Vision & Branding Project; and

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 opportunity for economic development arising from the Vision & Branding Project and the public benefits to be derived therefrom. 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 NCF

2.1 NCF shall hire one or more consultants to develop the Vision & Branding Project, and, more specifically, (ii) to perform the following activities:

2.1.1 NCF shall confer with Parish on the scope of work as well as the consultant procured for development of the Vision & Branding Project. Notwithstanding the foregoing, NCF, in its reasonable discretion, shall have final determination of the scope of work and consultant procured.

2.1.2 The Vision & Branding Project shall include, but not be limited to, a widely recognized and repeatable vision as well as a strategic plan to implement the vision with benchmark steps and defined roles.

2.1.3 NCF shall include a representative of Parish in Vision & Branding Project meetings with the selected consultant.

2.1.4 NCF shall provide Parish with copies of correspondence, retention agreements, scope of work and other pertinent information regarding the Vision & Branding Project.

2.1.5 NCF shall provide Parish with access to and full usage of the Vision & Branding Project, including all reports prepared and research conducted in connection therewith. NCF hereby grants Parish the right to utilize the Vision & Branding Project for its own purposes in promoting, developing and/or improving St. Tammany Parish.

2.2 On a monthly basis, NCF will provide documentation of all monies spent for the Vision & Branding Project consultant and request reimbursement from Parish, in the form required by Parish's Department of Finance. All requests for reimbursement must be submitted timely to the Office of the Parish President, 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 NCF 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 as well as from claims under the workers' compensation acts.

2.3.1 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, Professional Liability, Medical Malpractice Liability, Business Automobile Liability, Workers' Compensation/Employers 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.

2.3.2 NCF 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. NCF 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.

2.4 NCF shall comply with all applicable governmental laws, rules, regulations, licensing and requirements, including those that may be applicable to a quasi-public agency due to the receipt of public funds per this Agreement.

3. OBLIGATIONS OF ST. TAMMANY PARISH

3.1 Reimbursement. Parish will fund this project in the maximum amount of twenty five thousand and no/100 (\$25,000.00) dollars for the Term. Any unused funds remaining at expiration of the Term shall be retained and/or reallocated by Parish and shall not be disbursed to NCF.

3.2 Reimbursement. Costs eligible for reimbursement under this Agreement are limited to the cost of a consultant's services for development of the Vision & Branding Project. Additional compensation (bonuses, incentives, etc.) cannot be paid from this funding. Monthly invoices shall have supporting documentation attached evidencing costs, proofs of payment and, along with supporting measure/deliverable reports, shall be submitted and approved by Parish before reimbursement will be made. Reimbursement will be made only from approved documentation, in Parish's reasonable discretion.

4. TERMINATION AND BINDING NATURE

- 4.1 The term of this Agreement shall begin effective June 1, 2015 and end on May 30, 2016 (the "Term"). No Term renewal or extension shall be provided without the express written consent of Parish, in Parish'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 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 MISCELLEANOUS 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 NCF 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 this Agreement, whether such claims are made by way of indemnity, contribution, subrogation or otherwise.

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 NCF:

Susan Bonnett, President and CEO
Northshore Community Foundation, Inc.
610 Hollycrest Blvd
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 August 11, 2015 in the presence of the undersigned witnesses.

WITNESSES:

Anne P. Blouin
Laurene Oyeda

ST. TAMMANY PARISH GOVERNMENT

BY:

Patricia P. Brister
Patricia P. Brister
Parish President

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

WITNESSES:

Patricia C. Blouin
[Signature]

**NORTHSHORE COMMUNITY
FOUNDATION, INC.**

BY:

Susan Bonnett
Susan Bonnett
President and CEO