

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE
ST. TAMMANY PARISH GOVERNMENT AND THE TOWN OF PEARL RIVER
(Hwy 41 Spur Bridge at Gum Creek)**

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

TOWN OF PEARL RIVER, a municipality of the State of Louisiana, whose mailing address is P.O. Box 1270, Pearl River, LA 70452, herein represented by and through David McQueen, its Mayor, duly authorized by law (hereinafter referred to as “Pearl River”).

WHEREAS, the Highway 41 Spur Bridge at Gum Creek (the “Bridge”) has been closed and is in need of replacement; and

WHEREAS, the State of Louisiana, Department of Transportation and Development (the “DOTD”), will undertake the construction to replace the Bridge; and

WHEREAS, as a condition of the replacement, DOTD requires that the local government authorities provide land survey and land acquisition services necessary for the Bridge replacement; and

WHEREAS, Parish desires to procure and/or perform the land survey and land acquisition services necessary for the Bridge replacement on behalf of Pearl River and within the corporate limits of Pearl River, in order to expedite the replacement of the Bridge; and

WHEREAS, Pearl River desires to acquire, in its name, any property needed to facilitate the Bridge replacement and to reimburse Parish for its land survey and land acquisition services.

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 for the safety and improvement of public streets 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 and City may pursue; (b) the expenditure, taken as a whole, is not gratuitous; and (c) Parish and City have a reasonable expectation of receiving at least equivalent value in exchange for the expenditure.

2. OBLIGATIONS OF PARISH.

- 2.1 Parish will procure one or more contractor(s) for surveying, land acquisitions and/or land acquisition services necessary to acquire the right-of-way for DOTD's bridge replacement project H.011921 (the "Project"), in the manner required by Louisiana law.
- 2.2 Parish shall administer its contract(s) with surveying, land acquisitions and/or land acquisition services contractor(s) for all matters pertaining to the surveying, land acquisition and/or land acquisition services necessary for Project, including any punch list items and acceptance of the work comprising the Project.
- 2.3 Subject to reimbursement by Pearl River, the Parish shall advance the costs of the surveying, land acquisitions and/or land acquisition services; however, in no event shall Parish's financial contribution exceed fifty five thousand and no/100 (\$55,000.00) dollars.
- 2.4 Parish shall request payment from Pearl River for the surveying, land acquisitions and/or land acquisition services for the Project, not to exceed the maximum amount provided in this Agreement.

3. OBLIGATIONS OF PEARL RIVER.

- 3.1 Entry. Pearl River hereby authorizes Parish to perform the Project's surveying, land acquisitions and/or land acquisition services on Pearl River's behalf and within the corporate limits of the Town of Pearl River for advancement of the Project.
- 3.2 Acquisitions. Pearl River shall execute all documents necessary to acquire title to the property to be used for the Project in Pearl River's name, including, but not limited to, determination(s) of just compensation, temporary construction servitudes, permanent servitudes, cash sales and/or donations.
- 3.3 Reimbursement. Pearl River will fund this Project in the maximum amount of fifty five thousand and no/100 (\$55,000.00) dollars for the Term, which is for reimbursement to Parish of Parish's costs of surveying, land acquisitions and/or land acquisition services necessary for the Project. Payment shall be made by Pearl River to Parish within fifteen (15) days following receipt of Parish's reimbursement request, along with its supporting documentation.

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 following full reimbursement by Pearl River to Parish for the surveying, land acquisitions and/or land acquisition services necessary for the Project (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 The continuation of this Agreement is contingent upon the appropriation of funds by Parish to fulfill the requirements of the Agreement. If Parish fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by the veto 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 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 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.
- 5.9 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 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 Pearl River:

David McQueen
Town of Pearl River
39470 Willis Alley
Pearl River, LA 70452

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 25th, 2017 in the presence of the undersigned witnesses.

WITNESSES:

Anne Pastovich
Anne Pastovich
Trilby Lenfant
Trilby Lenfant

ST. TAMMANY PARISH GOVERNMENT

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

THUS DONE AND SIGNED effective as of August 18, 2017 in the presence of the undersigned witnesses.

WITNESSES:

Carla Beulli

THE TOWN OF PEARL RIVER

BY: David McQueen
David McQueen
Mayor