

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN
ST. TAMMANY PARISH GOVERNMENT AND
ST. TAMMANY COUNCIL ON THE AGING, INC.
(Hickory Barn Parking)**

This Cooperative Endeavor Agreement (“**Agreement**”) is made and entered into on the day, month and year 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 COUNCIL ON THE AGING, INC. d/b/a/ COAST, a Louisiana corporation qualified to do and doing business, whose mailing address is P.O. Box 171, Covington, LA 70434-0171, herein appearing by and through Julie Agre, its Executive Director (hereinafter referred to as “**COAST**”); and

WHEREAS, the Parish owns a facility located at 67835 Highway 41, Pearl River, Louisiana 70452, commonly known as the “**Hickory Barn**”; and

WHEREAS, COAST desires to procure use of vacant land for parking and storage of transit vehicle(s) used for providing services to the senior citizens of St. Tammany Parish; and

WHEREAS, the Parish is willing to allow COAST the use of certain vacant land for parking and storage of transit vehicle(s).

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 parking and storage of transit vehicle(s) used for providing transportation services to the citizens of St. Tammany Parish. The parties have determined that (a) the usage granted pursuant to this Agreement is for a public purpose that comports with a governmental purpose that Parish may pursue; (b) the use, taken as a whole, is not gratuitous; and (c) Parish has a reasonable expectation of receiving at least equivalent value in exchange for the use.

2. OBLIGATIONS OF PARISH

2.1 Parish shall allow COAST access to the parcel of ground generally depicted on Exhibit "A" attached hereto (the "Premises") for parking and storage of one or more multi-passenger transit vehicles. Said Premises may be further delineated by actual fencing constructed by COAST in a location agreed to by Parish as per Section 3.2.

3. OBLIGATIONS OF COAST

3.1 COAST agrees to use the Premises for parking and storage of one or more multi-passenger transit vehicles and for no other purpose.

3.2 At its expense, COAST may procure construction of a fence on the boundary of the Premises. Provided, however, that prior to commencement of construction of the fence, COAST shall have the boundary of the fence staked. Parish shall reserve the right to approve the location of the fence where staked prior to construction and in Parish's sole discretion. COAST acknowledges that Parish's sole discretion as to fence location is necessary due to upcoming additional improvements to the Hickory Barn property south of the Premises and Parish's need to ensure reservation of adequate space for Parish's improvements.

3.3 COAST agrees to immediately report by telephone any issues involving the Premises to Parish.

3.4 COAST agrees and obligates itself to maintain appropriate levels and types of insurance necessary to protect it, its agents and employees, its subcontractors, the Parish, and all other interested third parties, from any and all claims for damage or injury in connection with the services performed or provided throughout the Term (as defined below) of this Agreement, as well as for any subsequent extensions. The insurance coverages shall include as applicable, but are not limited to: Commercial General Liability, Commercial Auto Liability and Workers' Compensation/Employers Liability. COAST agrees to have Parish 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 Parish. COAST shall present evidence of said insurance to the Parish on or before the commencement of this Agreement.

3.5 In its use of the Premises, COAST shall comply with all applicable governmental laws, rules, regulations, licensing and requirements.

3.6 COAST shall not alter or construct any improvements not provided for herein without the express written permission of Parish.

3.7 COAST acknowledges and agrees that Parish shall neither pay nor provide utilities and/or lighting to the Premises, including any equipment and maintenance thereof.

Should such lighting and/or utilities be desired, then COAST must procure same at its sole cost and expense.

3.8 COAST hereby accepts the Premises in its existing condition and assumes responsibility for the condition of the Premises during the term of this Agreement, except as otherwise set forth in this Agreement. COAST agrees to use reasonable efforts to keep the grounds of the Premises in a clean, good quality, and well cared for manner at all times throughout the Term. At the expiration or earlier termination of this Agreement, COAST shall return the Premises to Parish, in like order and condition as received. Parish shall not be liable for any damage or loss in consequence of defects on the Premises. COAST shall be responsible for any damage or loss to the Parish with regard to the Premises that results from the unreasonable use, abuse or excessive wear and tear by COAST. However, COAST and Parish agree that the loss of vegetation and rutting of ground due to parking and travel of the transit vehicles on the Premises shall not constitute an unreasonable use, abuse or excessive wear and tear.

3.9 Upon termination of this Agreement, COAST shall remove any fencing constructed on or affixed to the Premises and restore the Premises to the condition in which it existed as of the date of the Agreement. Upon failure of COAST to do so, Parish may do so at COAST's expense.

3. TERM, RENT AND BINDING NATURE

3.1 The term (hereinafter, the "Term") of this Agreement shall be effective upon full execution of this Agreement and end September 30, 2019. No Term renewal or extension shall be provided without the express written consent of Parish, in Parish's sole discretion.

3.1 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.

3.2 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.

3.3 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.

3.4 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, 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.

4. CONTRACTUAL VALIDITY AND MISCELLEANOUS PROVISIONS

- 4.1 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.
- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.
- 4.8 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.
- 4.9 COAST 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 COAST's use of the Premises, whether such claims are made by way of indemnity, contribution, subrogation or otherwise.

5. 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.

6. 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.

7. 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 COAST:

St. Tammany Council on Aging, Inc.
c/o Julie Agan, Ex. Dir.
P.O. Box 171
Covington, LA 70434-0171

If to Parish:

President Patricia P. Brister
St. Tammany Parish Government
P.O. Box 628
Covington, LA 70434


[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 October 24, 2018.

ST. TAMMANY PARISH GOVERNMENT

BY:

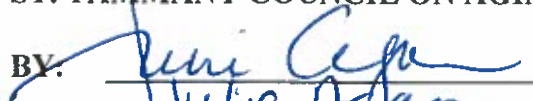


Patricia P. Brister
Parish President

THUS DONE AND SIGNED on the 3rd day of October, 2018.

ST. TAMMANY COUNCIL ON AGING, INC.

BY:



Julie Adlan
Its: exec director

EXHIBIT "A"
PREMISES

