

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE  
ST. TAMMANY PARISH GOVERNMENT AND  
ST. TAMMANY PARISH DRAINAGE DISTRICT NO. 5  
(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 (hereinafter referred to as "Parish"); and

**ST. TAMMANY PARISH DRAINAGE DISTRICT NO. 5**, a political subdivision of the State of Louisiana, whose address is 313 W. Honors Point Court, Slidell, Louisiana 70458, herein represented by Sid Hebert, President, duly authorized (hereinafter referred to as "DD#5").

**WHEREAS**, DD#5 owns and operates a pumping station located at the intersection of Highway 11/Pontchartrain Drive and Oak Harbor Boulevard in Slidell (the "Pump Station"); and

**WHEREAS**, one of two diesel-powered pumps is currently inoperable and in need of extensive repairs and/or refurbishment; and

**WHEREAS**, the Parish has agreed to fund the costs of the repair and/or refurbishment work to the inoperable diesel-powered pump, not to exceed thirty five thousand and no/100 (\$35,000.00) dollars; and

**WHEREAS**, ensuring adequate pumping capacity at the Pump Station will reduce the potential of flooding and property damage.

**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#5**

2.1 DD#5 shall have sole responsibility for all repair and/or refurbishment activities. The Parish shall have no responsibility or liability in connection with any repair activities.

2.2 DD#5 shall follow all laws, ordinances, rules and regulations including, but not limited to, the public bid laws as it pertains to the repair of the Pump Station.

2.3 Following the completion of repairs and/or refurbishments, DD#5 shall operate and maintain the Pump Station in good working condition.

2.4 DD#5 will provide documentation of all monies spent for this repair/refurbishment and request payment from Parish in the form required by Parish's Department of Finance. All requests must be submitted timely, supported by adequate documentation (i.e.: invoices, other supporting documents required by the Parish which support the disbursement request, and an acknowledgment that the repair/refurbishment has been completed and approved) and approved by Parish before payment will be made.

2.5 Following payment by DD#5 to its contractor(s), DD#5 shall provide Parish's Department of Finance with copies of all cancelled checks pertaining to the Pump Station repair and/or refurbishment.

**3. OBLIGATIONS OF PARISH**

3.1 The maximum amount to be funded by Parish under this Agreement is thirty five thousand and no/100 (\$35,000.00) dollars. Costs eligible for funding under this Agreement are limited to those necessary for the repair and/or refurbishment of one (1) diesel-powered pump at the Pump Station. Parish shall provide funds via electronic transfer or check payable to DD#5. Payment(s) shall only be made from approved documentation, in Parish's reasonable discretion.

**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 Pump Station. Rather, Parish has merely elected to expend funds for repair and/or refurbishment of a diesel-powered pump at the Pump Station for benefit of the public at large.

**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 completion of the work to repair and improve the Pump Station and satisfaction of all other obligations contained 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 22<sup>nd</sup> 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#5:

Sid Hebert, President  
St. Tammany Parish Drainage District No. 5  
313 W. Honors Point Court  
Slidell, LA 70458

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 October 29th, 2014 in the presence of the undersigned witnesses.

WITNESSES:

*Ann Presovic*  
*[Signature]*

ST. TAMMANY PARISH GOVERNMENT

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

THUS DONE AND SIGNED effective as of 10-22-14, 2014 in the presence of the undersigned witnesses.

WITNESSES:

*Frank P. Vandell T*  
*RJ Blanchard*

ST. TAMMANY PARISH DRAINAGE DISTRICT  
NO. 5

BY: *Sid Hebert*  
Sid Hebert  
President