

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE  
ST. TAMMANY PARISH GOVERNMENT AND THE CITY OF SLIDELL  
(Beth Dr and Nellie Dr Sidewalks)**

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

**THE CITY OF SLIDELL**, a municipality of the State of Louisiana, whose mailing address is 2055 Second Street, Slidell, Louisiana 70458, represented by and through G. G. Cromer, Mayor, duly elected and authorized, as per law (hereinafter referred to as “City”).

**WHEREAS**, the City of Slidell annexed lots 2, 3, 4, 5, 6, 7, 12, 13, 14, 15, 16, the remainder of lot 1 and parcel no. UR 5-6, Square 9, Pine Forest Subdivision located in Section 11, Township 9 South, Range 14 East St. Tammany Parish, Louisiana; and

**WHEREAS**, Racetrac Petroleum Inc. purchased these lots and parcel; and

**WHEREAS**, the City of Slidell, upon request from Racetrac Petroleum Inc, re-subdivided these lots and parcels into Lot 1-A, Square 9, Pine Forest Subdivision located in Section 11, Township 9 South, Range 14 East St. Tammany Parish, Louisiana; and

**WHEREAS**, the City of Slidell did not annex the portions of the public right-of-way of Beth Dr or Nellie Dr that abut Lot 1-A; and

**WHEREAS**, Racetrac Petroleum Inc constructed a new service station and convenience store on Lot 1-A; and

**WHEREAS**, Whereas the City of Slidell requires all new commercial developments to construct and dedicate to the City of Slidell sidewalks in the public right-of-way where none are present, and, after acceptance of the sidewalks, the City of Slidell then assumes responsibility for maintaining the sidewalks; and

**WHEREAS**, Racetrac did construct sidewalks in the public right-of-way along the properties frontage for both Beth Dr and Nellie Dr and these sidewalks were inspected and approved by City of Slidell as part of the City’s final inspection and issuance of a Certificate of Occupancy; and

**WHEREAS**, Parish has not objected to the annexation of the subject property.

**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 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 AND CITY.**

2.1 St Tammany Parish consents to the construction of sidewalks in the public rights-of-way of Beth Dr. and Nellie Dr. by Racetrac Petroleum Inc. provided that City of Slidell will maintain said sidewalks in perpetuity.

2.2 The City of Slidell accepts responsibility to maintain in perpetuity the sidewalks constructed by Racetrac Petroleum Inc. in St Tammany Parish's Beth Dr. and Nellie Dr. rights-of-way.

3. **TERMINATION AND BINDING NATURE**

3.1 The term of this Agreement shall remain in effect in perpetuity.

3.2 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. **CONTRACTUAL VALIDITY AND MISCELLANEOUS 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 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.

- 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 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.
- 4.10 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.
- 4.11 Each party shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, the Louisiana Code of Government Ethics (LSA R.S. 42:1101, et seq.) and the quasi-public agency audit and reporting requirements by the Louisiana Legislative Auditor (LSA R.S. 24:513A.(1)(b)(iv)) in carrying out the provisions of this Agreement.
- 4.12 City of Slidell 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 the maintenance and use of the sidewalks made the subject of this Agreement, 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 City:

Mayor G. G. Cromer  
The City of Slidell  
2055 Second Street  
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 December 19, 2018 in the presence of the undersigned witnesses.

WITNESSES:

Amy M Laborde  
Amy M Laborde  
Laurene Ojeda  
Laurene Ojeda

ST. TAMMANY PARISH GOVERNMENT

BY:

Patricia P. Brister  
Patricia P. Brister  
Parish President

THUS DONE AND SIGNED effective as of 10<sup>th</sup> DEC., 2018 in the presence of the undersigned witnesses.

WITNESSES:

[Signature]  
[Signature]

THE CITY OF SLIDELL

BY:

[Signature]  
G. G. Cromer  
Mayor

EXHIBIT "A"  
SITE PLAN OF RACETRAC PETROLEUM INC SERVICE STATION AT 1717 SHORTCUT  
HWY, LOT 1-A, SQUARE 9, PINE FOREST SUBDIVISION

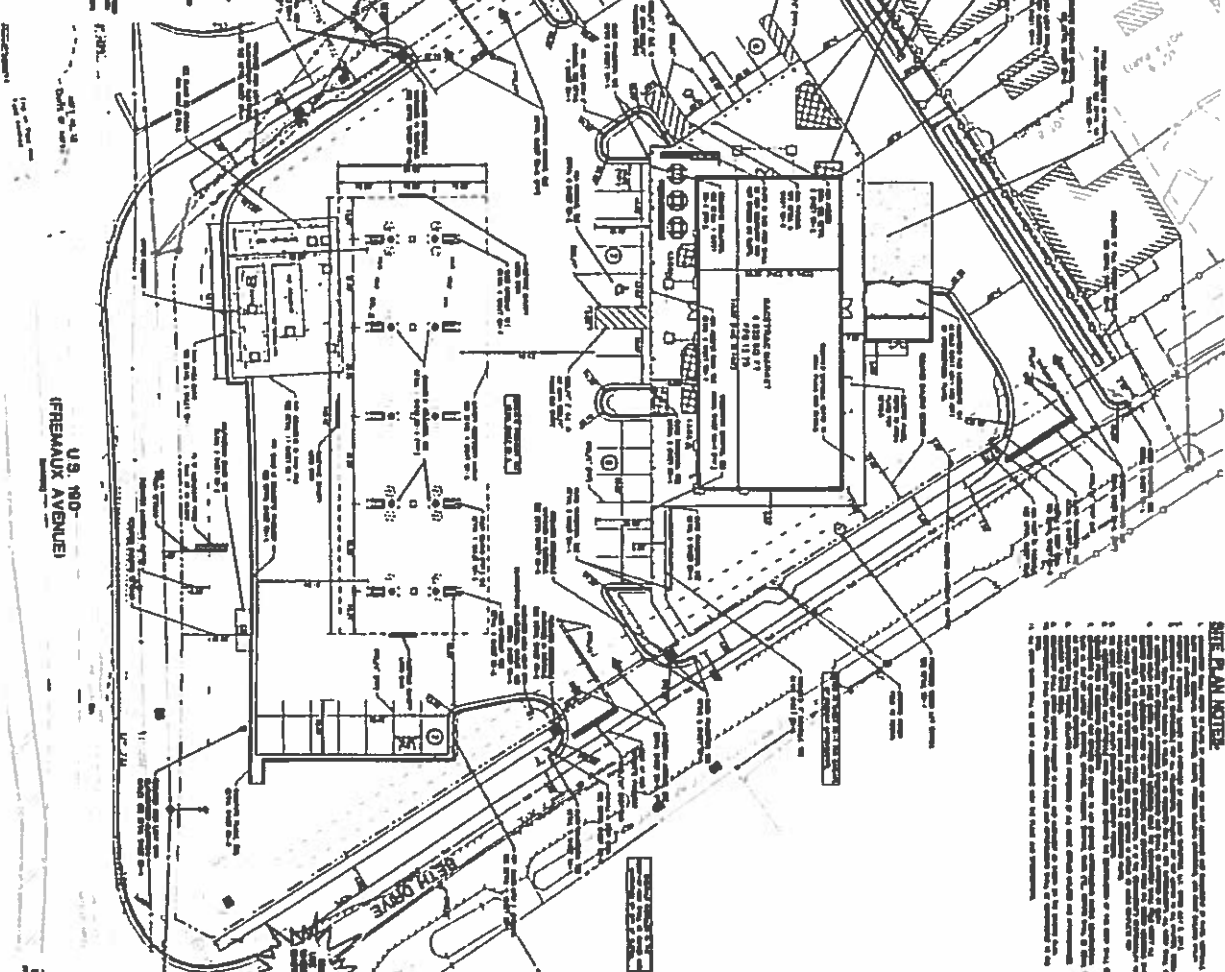
(See attached page.)

**SITE DATA**

EXISTING TRACT	117 ACRES
STANDARD PAVED SPACES	20
STANDARD UNPAVED SPACES	20
TOTAL SPACES	40
RECALCULATED SPACES	70

**PAVING AND SIGNAGE NOTES:**

1. SEE PLAN FOR PAVING AND SIGNAGE NOTES.
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10. SEE PLAN FOR PAVING AND SIGNAGE NOTES.



**SITE PLAN NOTES:**

1. SEE PLAN FOR PAVING AND SIGNAGE NOTES.
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10. SEE PLAN FOR PAVING AND SIGNAGE NOTES.

**SITE PLAN**

U.S. NO. 1  
FREMONT AVENUE



**C-11**

DATE	11/15/11
DRAWN BY	J. D. [unreadable]
CHECKED BY	[unreadable]
APPROVED BY	[unreadable]
SCALE	AS SHOWN

**RaceTrac**  
FREMONT AVE. & NELLIE DR.  
SUDELL, LOUISIANA  
RACETRAC PETROLEUM, INC.  
3224 CLUMBERLAND BLVD - SUITE 100  
ATLANTA, GEORGIA 30338 1770 431-7800

**11/15/11**

**DDG** SUPPLIERS DESIGN GROUP, PC  
www.ddgpc.com

REVISION | 1/1

NO.	DATE	DESCRIPTION