

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE
ST. TAMMANY PARISH GOVERNMENT AND THE CITY OF SLIDELL
(Brownswitch Roundabout)**

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

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

WHEREAS, the Brownswitch Roundabout was a State of Louisiana, Department of Transportation and Development project to replace the signalized intersection of Brownswitch Road, a St. Tammany Parish maintained right-of-way, and Robert Blvd, a State of Louisiana maintained right-of-way, with a roundabout to reduce congestion and improve safety.

WHEREAS, the plan called for the green space in the center of the roundabout to be landscaped and lighted as a follow up project once initial construction was complete.

WHEREAS, lighting, an irrigation system and landscaping maintenance are necessary to ensure the long term survivability and appearance of the landscaping.

WHEREAS, the closest public water line is owned by the City.

WHEREAS, subsequent to the initial construction and in accordance with the Sales Tax Enhancement Plan By and Between the Parish, Sales Tax District No. 3, and the City, the City of Slidell annexed the intersection of Brownswitch Rd and Robert Blvd in Ordinance 1974 dated June 10, 1986.

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 maintenance of the lighting and landscaping of the

Brownswitch and Robert Rd. roundabout in the City of Slidell, as more fully set out in Exhibit A, attached hereto and made a part hereof (the "Project"). 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 CITY.

- 2.1 City shall, once installed, pay the lighting bill and maintain same consistent with the terms of its agreement with Central Louisiana Electric Company, Inc. (CLECO).
- 2.2 Upon expiration of all maintenance periods set for in Parish's contract to install landscaping at the Project location, City shall maintain and replace/refresh as needed the landscaping at the Project location.
- 2.3 City shall allow the irrigation line to connect to the City's water line and shall provide the tap needed to make the connection at the Project location.
- 2.4 City shall purchase and provide to the Parish the City's standard water valve locking box for installation.
- 2.5 City shall, once installed, maintain the irrigation system, tap, and water valve locking box.
- 2.6 City shall provide water service for irrigation at the Project location at no cost to Parish.

3. OBLIGATIONS OF PARISH.

- 3.1 Parish shall administer the contract with its contractor for installation of the landscaping at the Project location.
- 3.2 Parish shall administer the contract with its contractor for installing an irrigation system in the roundabout at the Project location, boring and installing a water line to connect said irrigation system to the City water line, and installing the City-provided water valve locking box.
- 3.3 Parish shall acquire the required permits from Louisiana Department of Development and Transportation for boring under the state highway and maintaining landscaping in a state right-of-way at the Project location.

4. TERMINATION AND BINDING NATURE

- 4.1 The term of this Agreement shall begin on the date of full execution by both parties hereto. Thereafter, this Agreement shall continue until terminated by written notice of either party delivered at least ninety (90) days in advance to the other party of the intended termination.
- 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 The continuation of this Agreement is contingent upon the appropriation of funds by Parish and/or City to fulfill the requirements of the Agreement. If either Parish or City fail 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 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 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 City:

Mayor Freddy Drennan
City of Slidell
2055 Second Street
Slidell, LA 70458

If to Parish:

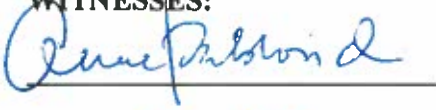

President Patricia P. Brister
St. Tammany Parish Government
P.O. Box 628
Covington, LA 70433

(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 11, 2016 in the presence of the undersigned witnesses.

WITNESSES:






ST. TAMMANY PARISH GOVERNMENT

BY: 
Patricia P. Brister
Parish President

THUS DONE AND SIGNED effective as of December 15, 2016 in the presence of the undersigned witnesses.

WITNESSES:

CITY OF SLIDELL


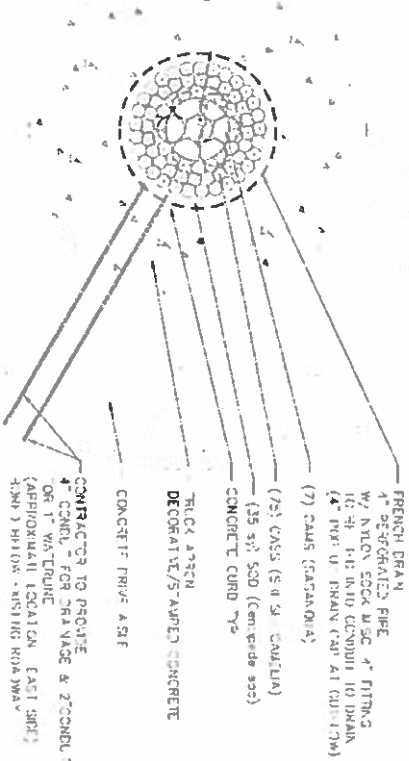
BY: 
Freddy Drennan
Mayor

EXHIBIT "A" – Project Roundabout

(see attached page)

BROWNSWITCH & ROZIRI ROAD
ROUND ABOUT LANDSCAPE PLAN



- 4" PERFORATED PIPE
- 1.5" GRAVEL BED
- 4" FRENCH DRAIN
- 75mm GRASS (SAXIFRAGA)
- CONCRETE CURB
- TRUCK 2 TON DECORATIVE/5 ARMED CONCRETE
- CONCRETE DRIVE A/SIF
- CONTRACTOR TO PROVIDE 4" CONDUIT FOR 2nd & 2nd CONDUIT FOR 1st & 2nd CONDUIT FOR APPROXIMATE ESCALATION CASE AND APPROXIMATE ESCALATION ROADWAYS

SECTION C - TAB 3
NOT TO SCALE



THESE PLANS ARE THE PROPERTY OF THE CONSULTANT AND ARE NOT TO BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE CONSULTANT. THE CONSULTANT ACCEPTS NO LIABILITY FOR ANY DAMAGE OR LOSS OF ANY KIND ARISING FROM THE USE OF THESE PLANS.



TREE PLANING



SHRUB PLANING

<p>Brownsitch Rd Round About Landscaping</p>	
<p>DATE: 10/10/10</p> <p>BY: [Signature]</p> <p>SCALE: 1:50</p>	<p>PROJECT NO: [Number]</p> <p>CLIENT: [Name]</p> <p>LOCATION: [Address]</p>