

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN  
ST. TAMMANY PARISH GOVERNMENT AND  
ST. TAMMANY PARISH RECREATION DISTRICT NO. 14  
(Bootlegger Right Turn Lane Construction)**

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 Michael B. Cooper, Parish President, duly authorized (hereinafter referred to as “**Parish**”); and

**ST. TAMMANY PARISH RECREATION DISTRICT NO. 14**, a political subdivision of the State of Louisiana operating the Coquille recreation facility, whose mailing address is 13505 Highway 1085, Covington, Louisiana 70433, herein appearing by and through Richard Bentley-Smith, Executive Director, duly authorized (hereinafter referred to as “**Recreation District No. 14**”); and

**WHEREAS**, Recreation District No. 14 owns and operates the “**Coquille Sports Complex**”, located at 13505 Highway 1085, Covington, Louisiana 70433 ; and

**WHEREAS**, Parish is currently constructing the Bootlegger Road Mill and Overlay Project (the “**Project**”); and

**WHEREAS**, Recreation District No. 14 desires that Parish, as part of its Project, include construction of a right turn lane along the westbound lane of Bootlegger Road onto Joe Koepf Boulevard in accordance with the plans of James E. Powell, Jr., P.E., Kyle Associates, LLC dated January 2, 2020, Job No. 19057, a copy of which is attached hereto as Exhibit “A” (the “**Right Turn Lane**”); and

**WHEREAS**, the estimate total cost of construction of the Right Turn Lane, when added to the Project, is Forty Four Thousand Nine Hundred Ninety Eight and 90/100 Dollars (\$44,998.90) in accordance with the itemization attached hereto as Exhibit “B” (the “**Estimated Cost**”).

**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 construction of traffic improvements. The parties have determined that (a) the expenditure of public funds and use granted pursuant to this Agreement is for a public purpose that comports with a governmental purpose that Parish and Recreation District No. 14 may pursue; (b) the expenditure, taken as a whole, is not gratuitous; and (c) Parish and Recreation District No. 14 have a reasonable expectation of receiving at least equivalent value in exchange for the expenditure.

2. **OBLIGATIONS OF RECREATION DISTRICT NO. 14**

2.1 **Payment.** Recreation District No. 14 will initially fund the Right Turn Lane construction for the Estimated Cost. Recreation District No. 14 shall make payment to Parish immediately upon its execution of this Agreement.

2.2 Regardless of the Estimated Cost paid, Recreation District No. 14 shall bear all actual costs for the construction of the Right Turn Lane should the actual cost exceed the Estimated Cost. In such case, Recreation District No. 14 shall reimburse the Parish for the additional, actual cost of construction of the Right Turn Lane in excess of the Estimated Cost. Such reimbursement payment shall be made to Parish within fifteen (15) days following request for reimbursement by Parish with supporting documentation.

3. **OBLIGATIONS OF PARISH**

3.1 Parish has procured a contractor for the road improvement work comprising the Project, in the manner required by Louisiana law. Parish shall administer the contract with any contractor procured for all matters pertaining to the Project, including any punch list items and acceptance of the work comprising the Project. Parish shall undertake any steps necessary with its contractor for inclusion of the Right Turn Lane construction into the Project.

3.2 In the event that the actual cost for construction of the Right Turn Lane is less than the Estimated Cost, Parish shall reimburse Recreation District No. 14 for any excess of the estimated versus actual cost within fifteen (15) days of Parish's final acceptance of the Project.

4. **TERM**

4.1 The term of this Agreement shall begin on full execution by all parties hereto and end upon Parish's final approval of the Project, including satisfaction of any punch list items.

4.2 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.