

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

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 Freddy Drennan, Mayor, duly elected and authorized, as per law (hereinafter referred to as “City”).

WHEREAS, the road known as Brownswitch Road consists of one continuous road partially inside of and outside of the corporate limits of the City; and

WHEREAS, Brownswitch Road(the “Road”) is in need of repaving; and

WHEREAS, Parish and City desire to enter into this Agreement to coordinate construction and save costs by utilizing a single contractor to repave the Road.

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.**
 - 2.1 Parish has procured a contractor for the repaving/resurfacing of the Road (the “Project”), in the manner required by Louisiana law.

- 2.2 Parish shall administer the contract with contractor for all matters pertaining to the Project, including any punch list items and acceptance of the work comprising the Project.
- 2.3 Upon completion and acceptance of the Project, Parish shall request payment from City for share of the cost of the Project based on the amount of the Road within City limits, not to exceed the maximum amount provided in Section 3.1 below. City's share of the cost of the Project is more fully described in Exhibit "A" attached hereto.

3. **OBLIGATIONS OF CITY.**

- 3.1 **Reimbursement.** City will fund this Project in the maximum amount of thirty thousand four hundred twenty seven and no/100 (\$30,427.00) dollars for the Term, which is representative of City's proportionate cost of the Project for that portion of the Road within City limits. Costs eligible for reimbursement under this Agreement are limited to the Project. Payment shall be made by City to Parish within fifteen (15) days following receipt of Parish's reimbursement request, along with its supporting documentation.

4. **TERMINATION AND BINDING NATURE**

- 4.1 The term of this Agreement shall begin on the date of full execution by both parties hereto and end following completion of the Project and payment by City of its share of the cost of the Project (the "Term"). No Term renewal or extension shall be provided without the express written consent of Parish, in Parish's sole discretion.
- 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 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.
- 4.4 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 MISCELLEANOUS 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
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 April 26, 2017 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 4-20, 2017 in the presence of the undersigned witnesses.

WITNESSES:





THE CITY OF SLIDELL

BY:


Freddy Drennan
Mayor

EXHIBIT "A"
CITY'S COST SHARE BREAKDOWN

(See attached page.)

Brownswitch Rd Mill and Overlay
 City of Slidell Portion

<u>Reference No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
502-01-00100	Asphaltic Concrete Wearing Course (2" Thick)	TON	374	\$60.00	\$22,440.00
502-01-00200	Asphaltic Concrete, Drives, Turnouts, and Miscellaneous (2" Thick)	TON	13	\$110.00	\$1,430.00
509-01-00100	Cold Planing Asphaltic Pavement (2" thick)	SQYD	3400	\$1.40	\$4,760.00
731-02-00100	ReflectORIZED Raised Pavement Markers	EACH	45	\$7.00	\$315.00
732-02-02000	Plastic Pavement Striping (Solid Line)(4" Width)(Thermoplastic 90 mil)	MILE	0.63	\$1,400.00	\$882.00
732-04-01080	Plastic Pavement Legends and Symbols (Arrow - Left Turn)	EACH	2	\$300.00	\$600.00
					\$30,427.00

Based on 900' of roadway at 34' wide