

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE  
ST. TAMMANY PARISH GOVERNMENT AND  
ST. TAMMANY PARISH DRAINAGE DISTRICT NO. 4  
(Shylock Canal Cleaning)**

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. 4**, a political subdivision of the State of Louisiana, whose mailing address is 2000 Old Spanish Trail, Suite 207, Slidell, Louisiana 70458, represented by and through Wayne Espot, its President, duly authorized (hereinafter referred to as "DD#4").

**WHEREAS**, the drainage feature commonly known as the "Shylock Canal" is located within the area comprising the jurisdiction of DD#4; and

**WHEREAS**, the parties desire that Parish provide cleaning and maintenance services to the Shylock Canal; and

**WHEREAS**, cleaning and maintenance of the Shylock Canal will improve the removal of storm water, which benefits citizens of St. Tammany Parish.

**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 improvement of drainage 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 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#4**

2.1 DD#4 shall allow Parish access to the Shylock Canal for Parish's efforts to clean and maintain the Shylock Canal.

2.2 Parish shall not be liable for (i) the existing conditions of the Shylock Canal and/or (ii) any alleged damage to Shylock Canal or adjacent properties caused by the work to be performed by Parish pursuant to this Agreement.

**3. OBLIGATIONS OF ST. TAMMANY PARISH**

3.1 Parish shall have the right, but not the obligation, to enter the property comprising the Shylock Canal, on DD#4's behalf, for purposes of inspecting, cleaning and maintaining the Shylock Canal.

3.2 As a courtesy, Parish shall notify DD#4 of Parish's intent to perform any work contemplated by this Agreement in advance of such work.

3.3 Parish shall not be liable for (i) the existing conditions of the Shylock Canal and/or (ii) any alleged damage to Shylock Canal or adjacent properties caused by any work performed by Parish pursuant to this Agreement.

**4. TERMINATION AND BINDING NATURE**

4.1 The term of this Agreement shall begin on the date of execution by all parties hereto and end one (1) calendar year thereafter (the "Term"). This Agreement will continuously and automatically renew for another twelve (12) calendar months at the expiration of the then-current Term, unless either party delivers notice of termination to the other party at least thirty (30) days in advance of expiration of the then-current Term.

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 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.

**4.5** 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.

**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 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.

**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 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.

5.9 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.

5.10 DD#4 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 cleaning and/or maintenance of the Shylock Canal, whether such claims are made by way of indemnity, contribution, subrogation or otherwise.

5.11 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 the DD#4:

St. Tammany Parish Drainage District No. 4  
2000 Old Spanish Trail, Suite 207  
Slidell, Louisiana 70458

If to Parish:

President Patricia P. Brister  
St. Tammany Parish Government  
P.O. Box 628  
Covington, LA 70434

(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 May 17, 2018 in the presence of the undersigned witnesses.

**WITNESSES:**

Anne Palomich  
Amy Melobade

**ST. TAMMANY PARISH GOVERNMENT**

**BY:**

Patricia P. Brister  
**Patricia P. Brister**  
**Parish President**

**THUS DONE AND SIGNED** effective as of 5/9/, 2018 in the presence of the undersigned witnesses.

**WITNESSES:**

Dee Willy  
Diana Buros

**ST. TAMMANY PARISH  
DRAINAGE DISTRICT NO. 4**

**BY:**

Wayne Espat  
**Wayne Espat**  
**President**