

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE
ST. TAMMANY PARISH GOVERNMENT AND THE CITY OF COVINGTON
(Mile Branch Canal)**

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 by law (hereinafter referred to as “Parish”); and

THE CITY OF COVINGTON, whose mailing address is Post Office Box 778, Covington, Louisiana 70433, represented herein by and through Michael B. Cooper, its Mayor, duly authorized as per law (hereinafter referred to as “City”).

WHEREAS, a canal commonly known as the “Mile Branch” traverses through portions of both the corporate limits of City and unincorporated areas of St. Tammany Parish; and

WHEREAS, generally, public infrastructure is maintained pursuant to applicable law and/or the instrument creating the servitude within which the public infrastructure is located, and

WHEREAS, City and Parish have agreed to cooperate with surveying, geotechnical testing, engineering and construction to address any needed repairs including bank stabilization, clearing and de-snagging of certain areas along the Mile Branch being located between Hwy 190/N. Collins Boulevard and the Tchefuncte River (the “Project”); and

WHEREAS, Parish and City have agreed to share the expenses of the Project, all as more fully provided by this Agreement.

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 ensuring that the Mile Branch retains the ability to disperse rainwater, which in turn improves the health, safety and welfare of citizens of 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 ST. TAMMANY PARISH

- 2.1 Parish shall procure surveying, geotechnical testing, engineering and construction services, the scope of which is to be developed by Parish and approved by City in each party's reasonable discretion.
- 2.2 Parish shall administer the contract(s) with its contractor(s) for all matters pertaining to the Project, including any punch list items and acceptance of the works comprising the Project.
- 2.3 Parish shall provide City documentation for Project payouts, identifying the total cost and percent completion of the surveying and/or geotechnical engineering through completion of the Project. The Parish shall identify the City's share, which shall be used as an invoice for payment to the Parish for services rendered.
- 2.4 Parish shall not be liable for any alleged damage to the Mile Branch or adjacent properties caused by the work to be performed pursuant to this Agreement.

3. OBLIGATIONS OF CITY

- 3.1 City shall reimburse Parish the lesser of (i) fifty percent (50%) of Parish's costs for the Project or (ii) two hundred and fifty thousand and no/100 dollars (\$250,000.00).
- 3.2 City's reimbursements to Parish shall be made in such proportionate fifty percent (50%) installments as submitted by Parish pursuant to Section 2 above up to the maximum amount provided herein. Such payments shall be issued to Parish as soon as reasonably possible following receipt of Parish's request for reimbursement with supporting documentation submitted to City's Department of Public Works.
- 3.3 City shall not be liable for (i) the existing condition of the Mile Branch and/or (ii) any alleged damage to the Mile Branch or adjacent properties caused by the work to be performed pursuant to this Agreement.

4. OWNERSHIP

- 4.1 By entering into this Agreement and by performing its obligations herein, Parish and City are not asserting, claiming and/or acknowledging ownership or maintenance of the Mile Branch, or any of the associated laterals. Rather, Parish and City are recipients of a St. Tammany Parish-wide road and drainage tax, whose authorizations for expenditure include maintenance of drainage within St. Tammany Parish. Parish and City have merely elected to expend such funds for the Project.

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5. TERMINATION AND BINDING NATURE

- 5.1 The term of this Agreement shall begin on the date of full execution and end on December 31, 2018 (the "Term"). However, any funds encumbered on any portion of a project in progress shall be rolled over into the following fiscal year and this Agreement shall remain in full force and effect until completion of that portion of the projects and full expenditure of the associated funds.
- 5.2 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.
- 5.3 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.
- 5.4 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 sixty (60) days prior to the date of termination.
- 5.5 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 the Parish and/or City fail 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 and/or City's Mayor 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.

6. CONTRACTUAL VALIDITY AND MISCELLANEOUS PROVISIONS

- 6.1 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.
- 6.2 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.
- 6.3 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.

- 6.4 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.
- 6.5 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.
- 6.6 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.
- 6.7 Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.
- 6.8 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.
- 6.9 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.
- 6.10 While in the performance of services or carrying out obligations herein, the Parish and City shall be acting in the capacity of an independent contractor and not as an employee of the other party. The Parish or City shall not be obliged to any person, firm or corporation for any obligations of the other party arising from the performance of its services under this Agreement. Parish or City shall not be authorized to represent the other party with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless done so in writing by said party.
- 6.11 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.

7. 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.

8. 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.

9. 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 City:

Mayor Michael B. Cooper
The City of Covington
P.O. Box 778
Covington, LA 70433

If to Parish:

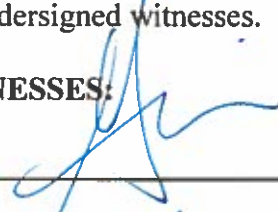
President Patricia P. Brister
St. Tammany Parish Government
P.O. Box 628
Covington, LA 70433


(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 June 20, 2018 in the presence of the undersigned witnesses.

WITNESSES:





ST. TAMMANY PARISH GOVERNMENT

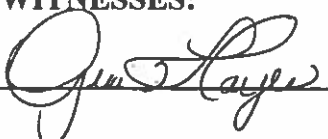
BY:




Patricia P. Brister
Parish President

THUS DONE AND SIGNED effective as of June 22, 2018 in the presence of the undersigned witnesses.

WITNESSES:





THE CITY OF COVINGTON

BY:



Michael B. Cooper
Mayor