

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE ST. TAMMANY
PARISH GOVERNMENT AND THE ST. TAMMANY PARISH SUB-DRAINAGE
DISTRICT NO. 2 OF GRAVITY DRAINAGE DISTRICT NO. 5
(Meadowbrook Drain Improvements)**

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 SUB-DRAINAGE DISTRICT NO. 2 OF GRAVITY DRAINAGE DISTRICT NO. 5, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 628, Covington, Louisiana 70434, represented by and through Steven R. Cohen, its Secretary, duly authorized (hereinafter referred to as “SDD#2”).

WHEREAS, SDD#2 owns and operates a drainage ditch known as the “Meadowbrook Drain”, which includes a certain culvert and outfall point; and

WHEREAS, SDD#2’s engineer has determined that the necessary improvements and repairs, primarily consist of resetting the elevation of a culvert and installing a control gate at the outfall point;

WHEREAS, SDD#2 desires that Parish assist SDD#2 in carrying out the repairs and improvements.

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 to improve drainage infrastructure for the benefit of the 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 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 SDD#2**

- 2.1 SDD#2 shall allow the Parish access to its property, as necessary, comprising the Meadowbrook Drain for Parish's assistance to SDD#2 in the repair and improvement of the Meadowbrook Drain.
- 2.2 Parish shall not be liable for (a) the existing conditions of the Meadowbrook Drain and/or (b) any alleged damage to the Meadowbrook Drain or adjacent properties caused by any work performed by Parish pursuant to this Agreement.
- 2.3 SDD#2 shall procure all designs and/or specifications needed for the repair and improvement of the Meadowbrook Drain in a manner compliant with Louisiana law.
- 2.4 SDD#2 shall procure all materials necessary for the repair and improvement of the Meadowbrook Drain in a manner compliant with Louisiana law.
- 2.5 Following the completion of repairs and improvements contemplated by this Agreement, SDD#2 shall operate and maintain the Meadowbrook Drain in good working condition.

3. OBLIGATIONS OF ST. TAMMANY PARISH

- 3.1 Parish shall assist SDD#2 in obtaining and/or preparing the design drawings and specifications for the repair and improvement of the Meadowbrook Drain.
- 3.2 Parish may enter the property comprising the Meadowbrook Drain to undertake the improvements to reset the elevation of a culvert and install the control gate in accordance with the design and/or specifications provided.

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 on the first to occur of (a) completion of the repair and improvements work to the Meadowbrook Drain or (b) July 31, 2019 (the "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.