

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE
ST. TAMMANY PARISH GOVERNMENT AND THE LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
(Trash and Litter Pickup)**

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, by and among the following parties:

ST. TAMMANY PARISH GOVERNMENT, a political subdivision of the State of Louisiana, 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

STATE OF LOUISIANA, through the Department of Transportation and Development, hereinafter referred to as (“DOTD”), represented herein by its Secretary or his duly authorized designee;

WHEREAS, DOTD owns, controls and maintains certain roadways, highways and/or rights of way located in St. Tammany Parish, Louisiana (hereinafter referred to as “State Roadways”), and is responsible for the collection of litter on and other obligations concerning the same; and

WHEREAS, LSA-R.S. 48:193 authorizes municipalities to request that some or all obligations concerning the repair and/or maintenance of said state roadways located within their respective municipalities be performed by the municipality; and

WHEREAS, under its “Keep St. Tammany Beautiful” initiative, Parish, in partnership with the St. Tammany Parish Sheriff’s Office (“STPSO”) and/or other partners, desires to perform trash and litter collection activities on both parish and state roadways located within its jurisdiction, and therefore wishes to enter into an Agreement with DOTD regarding trash and litter collection on any and all state roadways located within St. Tammany Parish, Louisiana; and

WHEREAS, DOTD is amenable to permitting Parish to engage in trash and litter collection activities in or on state roadways located within St. Tammany Parish, Louisiana, as set forth in 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 for the maintenance of public roadways, highways and/or rights of way, which is necessary for the health, safety and welfare of Parish's citizens traversing the same. The parties have determined that (a) the expenditure of public funds and usage granted pursuant to this Agreement is for a public purpose that comports with a governmental purpose that Parish may pursue; (b) the expenditure and use, 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 and use.

2. **OBLIGATIONS OF DOTD**

2.1 DOTD agrees to allow Parish access onto DOTD's state roadways located (only) in St. Tammany Parish, Louisiana for purposes of trash and litter pickup by Parish and/or authorized partners, agents, employees and personnel. For purposes of this Agreement, a "State Roadway" shall include all rights of way and roadway shoulders associated with said state roadway(s).

2.2 By entering into this Agreement and by performing its obligations herein, Parish is not asserting, claiming and/or acknowledging ownership of any state roadway located in St. Tammany Parish, Louisiana. Parish shall not be liable for (i) the existing condition of any such state roadway.

2.3 DOTD shall indemnify and save harmless Parish, its officers, agents, employees, contractors and assigns against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of any sums of money to any party accruing against Parish, its officers, agents, employees, contractors, and assigns, growing out of, resulting from, or by reason of any act or omission of DOTD, its officers, agents, employees, contractors, or assigns while engaged in, upon, about, or in connection with the discharge or performance of the terms of this Agreement.

2.4 DOTD shall incur no cost in connection with the Parish's trash and litter pickup operations conducted pursuant to this Agreement.

2.5 If, during the term of this Agreement, DOTD alters or makes repairs to state roadways covered by this Agreement, DOTD will initiate contact with Parish to revise trash and litter pick-up practices for the applicable state roadway.

3. OBLIGATIONS OF ST. TAMMANY PARISH

- 3.1** Parish may engage in trash and litter pick up activities on or within state roadways located within St. Tammany Parish, Louisiana. In doing so, Parish shall conduct its operations in a manner such that the safety and convenience of the public shall be regarded as a priority.
- 3.2** The frequency and manner of trash and litter pick up on or within state roadways made subject of this Agreement shall be determined by Parish, and its authorized partners, agents, employees and personnel, subject to the terms and obligations set forth in this Agreement.
- 3.3** All trash and litter pick operations performed by Parish pursuant to this Agreement will be coordinated with the office of DOTD's District 62 Area Engineer. Prior to conducting trash and litter pick up operations on state roadways as contemplated by this Agreement, the Parish shall obtain approval *via* electronic mail or other writing from the DOTD Area Engineer for DOTD District 62 identifying the start date(s) and specific area(s) in which Parish desires to conduct its applicable operations; and the Parish shall complete any such operations within seven (7) days of said start date, weather permitting, on receipt of said approval.
- 3.4** The Parish shall retain all records of its trash and litter pickup operations performed on state roadways pursuant to this Agreement, and shall provide DOTD's District 62 Area Engineer with copies of the same upon request.
- 3.5** Parish shall indemnify and save harmless Parish, its officers, agents, employees, contractors and assigns against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of any sums of money to any party accruing against Parish, its officers, agents, employees, contractors, and assigns, growing out of, resulting from, or by reason of any act or omission of DOTD, its officers, agents, employees, contractors, or assigns while engaged in, upon, about, or in connection with the discharge or performance of the terms of this Agreement.
- 3.6** If and as applicable, Parish shall be responsible for payments to any employees and contractors who perform work pursuant to this Agreement and shall be responsible for payroll taxes and benefits due each employee who is assigned to work pursuant to this Agreement.

4. TERMINATION AND BINDING NATURE

4.1 This Agreement shall become effective upon execution by the parties. It shall remain in effect (a) until terminated by either DOTD or Parish by giving thirty (30) days written notice thereof or (b) by written mutual agreement of termination by the parties.

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. This Agreement may be amended only by mutual written consent of the Parties.

4.3 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 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 19nd Judicial District Court for the Parish of East Baton Rouge, 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 Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.
- 5.7 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.
- 5.8 This Agreement shall be binding upon the successors and assigns of the respective parties hereto.
- 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 in 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 DOTD:

Allison A. Schilling
DOTD District Administrator
685 N. Morrison Blvd.
Hammond, LA 70401

If to Parish:

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

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, after diligent reading of the whole, in various counterparts.

(Signature page follows.)

THUS DONE AND SIGNED at Mandeville, Louisiana, this 13th day of July, 2016.

WITNESSES:

Gene Paslowid

Leslie Long

ST. TAMMANY PARISH GOVERNMENT

BY: Patricia P. Brister
Parish President

BY: _____
(Signed Name)

BY: Patricia P. Brister
(Printed Name)

(Taxpayer Identification Number)

Address _____

() _____

() _____

THIS DONE AND SIGNED at Baton Rouge, Louisiana, this 24th day of August, 2016.

WITNESSES:

STATE OF LOUISIANA

DEPARTMENT OF TRANSPORTATION

AND DEVELOPMENT

Lana Dent

BY:

R. W. Allen
for SECRETARY

Carmel Grant

RECOMMENDED FOR APPROVAL

BY:

Allen Acubly
DIVISIONHEAD