

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE
ST. TAMMANY PARISH GOVERNMENT AND THE CITY OF SLIDELL
(Airport Road/Northshore Boulevard 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 Greg Cromer, Mayor, duly elected and authorized, as per law (hereinafter referred to as “City”).

WHEREAS, the road known as Airport Road/Northshore Boulevard (the “Road”) consists of one continuous road partially inside of and outside of the corporate limits of the City; and

WHEREAS, 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; and

WHEREAS, the total cost of repaving the Road, with contingencies, is estimated at one million and one hundred thousand dollars (\$1,100,000.00) (hereinafter, the “Project Cost”); and

WHEREAS, the Road is approximately thirty-four percent (34%) within City limits and sixty-six percent (66%) within unincorporated 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 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 AND CITY.

- 2.1** Parish shall procure a contractor for the repaving/resurfacing of the Road (the "Project") in the manner required by Louisiana law. Parish reserves the right to reject any and all bid(s) procured in relation to the Project.
- 2.2** Parish shall administer the contract with its contractor for all matters pertaining to the Project, including any punch list items and acceptance of the work comprising the Project.
- 2.3** Payment. City will fund this Project for that portion of the Road within City's corporate limits. City's costs for the Project are estimated in Exhibit "A" attached hereto, based on actual quantity and unit pricing of the lowest qualified bidder. Payment shall be made by City to Parish within fifteen (15) days following receipt of Parish's notice to City of its acceptance of the lowest qualified bid.
- 2.3.1** Any funds remaining for the Project following completion of the Project and full payment to Parish's contractor shall be refunded to Parish and/or City (a) in accordance with the quantity and unit pricing of Exhibit "A" or (b) if not determinable from Exhibit "A", in proportion of the percentage of the Project lying within City's corporate limits to the entirety of the Project as established in the recitals above.

3. TERMINATION AND BINDING NATURE

- 3.1** The term of this Agreement shall begin on the date of full execution by both parties hereto and end following completion and acceptance of the Project (the "Term"). No Term renewal or extension shall be provided without the express written consent of each party, in each party's sole discretion.
- 3.2** 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.
- 3.3** 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.
- 3.4** 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 of the Parish President and/or Mayor by