

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN
ST. TAMMANY PARISH RECREATION DISTRICT NO. 7 AND
ST. TAMMANY COUNCIL ON THE AGING, INC.
(Hickory Community Center Office Space)**

This Cooperative Endeavor Agreement (“**Agreement**”) is made and entered into on the day, month and year 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 RECREATION DISTRICT NO. 7, a political subdivision of the State of Louisiana, whose mailing address is 67835 Hwy 41, Pearl River, Louisiana 70452, herein appearing by and through Janice Dorris, its Chair, duly authorized (hereinafter referred to as “**District**”); and

ST. TAMMANY COUNCIL ON THE AGING, INC. d/b/a/ COAST, a Louisiana corporation qualified to do and doing business, whose mailing address is P.O. Box 171, Covington, LA 70434-0171, herein appearing by and through Julie Agre, its Executive Director (hereinafter referred to as “**COAST**”); and

WHEREAS, the District owns the building located at 67835 Highway 41, Pearl River, Louisiana 70452, commonly known as the “**Community Center**”; and

WHEREAS, COAST desires to procure exclusive use of certain office space and non-exclusive use of certain common space within the Community Center for providing services to the senior citizens of St. Tammany Parish; and

WHEREAS, the District is willing to allow COAST the exclusive use of certain office space and non-exclusive use of certain common space within the Community Center.

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. OBLIGATIONS OF DISTRICT

1.1 In exchange for the rental payment and other services provided below, District agrees to allow COAST to utilize the following space within the Community Center (collectively, the “**Premises**”) for COAST’s purpose of providing services to the senior citizens of St. Tammany Parish:

1.1.1 on an exclusive basis, an office within the Community Center measuring approximately ten feet by nine feet (10’ x 9’); and

1.1.2 on a non-exclusive basis:

1.1.2.1 general access to the kitchen and restroom facilities;

1.1.2.2 general access to the janitorial closet for placement and use of a file cabinet;
and

1.1.2.3 no more than four (4) Saturdays per calendar year and subject to District's event rentals, access to kitchen for staff/training meetings.

1.2 District agrees to provide HVAC and electric utilities to the Premises at no additional cost to COAST.

1.3 District agrees to provide capital maintenance to the Premises.

1.4 District shall provide one (1) set of keys allowing COAST access to the Premises and common areas of the Community Center. Any additional keys desired by COAST shall be obtained at COAST's expense.

2. OBLIGATIONS OF COAST

2.1 During the Term (as defined below) of this Agreement, COAST shall pay the monthly sum of three hundred eighty and no/100 (\$380.00) dollars, which sum is payable on or before the 10th day of each calendar month. The first payment shall be payable on the first full calendar month following the effective date of this Agreement.

2.2 During the Term of this Agreement, COAST shall provide (a) bi-weekly cleaning and janitorial services for the Community Center (but excluding the parking areas), and (b) daily cleaning services for the kitchen situated inside the Community Center.

2.3 COAST shall only access the Premises through the front entrance to the Community Center.

2.4 COAST's weekend usage of the Community Center shall be subservient to District's event rentals.

2.5 COAST agrees to use the Premises for advancement of services to Parish's senior citizens, including any and all services related thereto.

2.6 COAST agrees to immediately report by telephone any building issues involving the Community Center to District.

2.7 COAST shall not exceed simultaneous use of fourteen (14) vehicle parking spots and fourteen (14) transit vehicle parking spots on Community Center property.

- 2.8** COAST agrees and obligates itself to maintain appropriate levels and types of insurance necessary to protect it, its agents and employees, its subcontractors, the District, and all other interested third parties, from any and all claims for damage or injury in connection with the services performed or provided throughout the Term (as defined below) of this Agreement, as well as for any subsequent extensions. The insurance coverages shall include as applicable, but are not limited to: Commercial General Liability, Commercial Auto Liability and Workers' Compensation/Employers Liability. COAST agrees to have District named as an additional insured on the liability insurance policies, and the policies shall be endorsed to provide a waiver of subrogation in favor of District. COAST shall present evidence of said insurance to the District on or before the commencement of this Agreement.
- 2.9** In its use of the Premises, COAST shall comply with all applicable governmental laws, rules, regulations, licensing and requirements.
- 2.10** COAST shall not alter or construct any improvements not provided for herein without the express written permission of District.
- 2.11** COAST acknowledges and agrees that District shall neither pay nor provide any telephone and/or internet service, including any equipment and maintenance thereof. Should such utilities be desired, then COAST must procure same at its sole cost and expense.
- 2.12** COAST hereby accepts the Premises in its existing condition and assumes responsibility for the condition of the Premises during the term of this Agreement, except as otherwise set forth in this Agreement. COAST agrees to use reasonable efforts to keep the interior of the Premises in a clean, good quality, and well cared for manner at all times throughout the Term, ordinary decay, wear and tear excepted. At the expiration or earlier termination of this Agreement, COAST shall return the Premises to District, in like order and condition as received, ordinary decay, wear and tear excepted. District shall not be liable for any damage or loss in consequence of defects inside the Premises, unless it shall have failed to repair defects for which it is responsible pursuant to this Agreement within a reasonable time following written notice of COAST. COAST shall be responsible for any damage or loss to the District with regard to the structure of the Premises (interior or exterior) that results from the unreasonable use, abuse or excessive wear and tear by COAST.
- 2.13** COAST shall not be permitted to place any signs on the Community Center or Premises without District's prior written approval, which approval shall not be unreasonably withheld. Upon termination of this Agreement, COAST shall remove any sign, advertisement or notice painted on or affixed to the Community Center or Premises and restore the place it occupied to the condition in which it existed as of the date of the Agreement. Upon failure of COAST to do so, District may do so at COAST's expense.

3. TERM, RENT AND BINDING NATURE

- 3.1** The term (hereinafter, the “Term”) of this Agreement shall be effective October 1, 2018 and end on September 30, 2019. No Term renewal or extension shall be provided without the express written consent of District, in District’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** 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.
- 3.5** The continuation of this Agreement is contingent upon the appropriation of funds by District to fulfill the requirements of the Agreement. If the District fails to appropriate sufficient monies to provide for the continuation of this Agreement, 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.

4. CONTRACTUAL VALIDITY AND MISCELLEANOUS PROVISIONS

- 4.1** 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.
- 4.2** 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.
- 4.3** 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.
- 4.4** 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.

- 4.5 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.
- 4.6 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.
- 4.7 Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.
- 4.8 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.
- 4.9 COAST agrees to indemnify and hold harmless the District 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 COAST's use of the Community Center, whether such claims are made by way of indemnity, contribution, subrogation or otherwise. Notwithstanding the foregoing, COAST shall not be responsible for the actions or inactions of third parties during such third parties' use of the Community Center due to the non-exclusive nature of this Agreement.

5. **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.

6. **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.

7. 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 COAST:

St. Tammany Council on Aging, Inc.
c/o Julie Age, Exec. Director
P.O. Box 171
Covington, LA 70434-0171

If to District:

St. Tammany Recreation District No. 7
Attn: Teresa O'Byrne
67835 Highway 41
Pearl River, LA 70452

[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 on the 13th day of October, 2018.

ST. TAMMANY RECREATION DISTRICT NO. 7

BY: Janice Obery
Print Name: Janice Obery
Its: Chairman

THUS DONE AND SIGNED on the 3rd day of October, 2018.

ST. TAMMANY COUNCIL ON AGING, INC.

BY: Julie Agan
Julie Agan
Its: Exec. Director