

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN
ST. TAMMANY PARISH GOVERNMENT AND THE
RIGOLETS ESTATES OWNERS ASSOCIATION, INC.
(Infrastructure Repairs and Improvements)**

This Cooperative Endeavor Agreement (the "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, 3-01 and 3-09, and St. Tammany Parish Council Resolution C.S. No. C-5013, 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 (the "Parish"); and

RIGOLETS ESTATES OWNERS ASSOCIATION, INC., a Louisiana non-profit corporation whose mailing address is P.O. Box 59, Arabi, Louisiana 70032, herein represented by its duly authorized President, Paul H. Siebenkittel, pursuant to a Resolution of the Board of Directors, a copy of which is attached hereto and made a part hereof (the "Rigolets").

WHEREAS, through an Act of Dedication and Donation dated January 11, 2017 and recorded January 19, 2017 (the "Act of Donation"), and in accordance with St. Tammany Parish Ordinance Council Series No. 16-3591, Rigolets dedicated and donated to Parish certain infrastructure previously owned by Rigolets located within Rigolets Estates Subdivision, Phase I (the "Dedicated Property"); and

WHEREAS, the Dedicated Property is more specifically described in the Act of Donation as the rights of way for Marlin Drive, Bluegill Drive, Moray Drive, Herring Drive and Chinook Drive, along with all associated roadside drainage infrastructure in, under or within said rights of way, excluding waterways, associated outfall drainage and signage located within Rigolets Estates Subdivision, Phase I; and

WHEREAS, subsequent to the aforementioned Act of Donation, an inspection of the Dedicated Property by the Parish Department of Public Works revealed certain deficiencies as to two (2) bridges located on Marlin Drive and Moray Drive, as well as a street panel and associated drainage infrastructure including a cross culvert and existing catch basin on or adjacent to Herring Drive, which deficiencies are in need of repair and/or replacement (the "Deficient Infrastructure"); and

WHEREAS, in consideration of the shared benefit to Parish and Rigolets as concerning the subject improvements, Parish and Rigolets wish to cooperate with each other in the repair and/or replacement of the Deficient Infrastructure to the current standards of the Parish of St. Tammany applicable for such repairs; and

WHEREAS, pursuant to Section 125-212 (Acceptance of Streets in to the Parish Road Maintenance System) of the St. Tammany Parish Land Development Code, no streets located in a subdivision development shall be accepted into the Parish Road Maintenance System unless they conform to the minimum state department of transportation and development standards and rules adopted in accordance with R.S. 48:35 and 48:35.1, and/or in accordance with Parish standards; and

WHEREAS, in furtherance of the foregoing efforts, Rigolets desires to provide all necessary funding, labor, equipment and materials, and further shall be responsible for all demolition, construction, procurement, land survey and acquisition services that may become necessary as related to repair and/or replacement of the Deficient Infrastructure; and

WHEREAS, Rigolets shall warrant at its own cost the repair and replacement of the Deficient Infrastructure for a period of two (2) years from the date of completion of the subject improvements to Parish standards; and

WHEREAS, upon the fulfillment of all obligations of Rigolets pursuant to this Agreement, the completion of the foregoing repairs and improvements to the Deficient Infrastructure to Parish's approval, and upon the expiration of the two (2) year warranty period without issue, the Deficient Infrastructure shall be included in the St. Tammany Parish Selective Maintenance System upon the adoption of a separate ordinance by the St. Tammany Parish Council.

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 the safety and improvement of public infrastructure in St. Tammany Parish. The parties have determined that (a) the usages granted pursuant to this Agreement are for a public purpose that comports with a governmental purpose that Parish may pursue; (b) the usages granted, taken as a whole, are not gratuitous; and (c) Parish has a reasonable expectation of receiving at least equivalent value in exchange for the usages granted.

2. **OBLIGATIONS OF RIGOLETS**

2.1 Rigolets, and/or its duly-authorized agents or assigns, shall repair and/or replace the Deficient Infrastructure, as set forth herein (the "Project").

2.2 It is agreed and acknowledged that Rigolets shall commence and complete the Project in accordance with the correspondence and proposal attached hereto and made a part hereof as Exhibit "A," and/or other pertinent plans and specifications as approved by Parish.

- 2.3 Rigolets, and/or its duly authorized agents and assigns, shall provide all labor and equipment necessary to perform its obligations and operations for the Project.
- 2.4 Rigolets shall be responsible for the bidding (if necessary) and procurement of appropriate vendors and contractors for the Project as set forth above in **Section 2.1** of this Agreement.
- 2.5 Rigolets shall be responsible for the oversight and completion of the Project as set forth in **Section 2.1** of this Agreement. Parish shall have no responsibility or liability in connection with the Project. Upon completion of the repair and/or replacement operations made the subject of this Agreement, Rigolets shall promptly submit to Parish an acknowledgment that the Project has been completed and approved by Rigolets.
- 2.6 If and as necessary, Rigolets shall execute all documents necessary to acquire legal access and/or title to any property necessary for the Project in Rigolet's name, including, but not limited to, determination(s) of just compensation, temporary construction servitudes, permanent servitudes, cash sales and/or donations.
- 2.7 Rigolets agrees to defend, indemnify, save and hold harmless the Parish and its officers, its elected and appointed officials, 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 Rigolets' performance herein, whether such claims are made by way of indemnity, contribution, subrogation or otherwise. Rigolets agrees to investigate, handle, respond to, provide defense for such claims, demands, or suits as described in this section, at its sole expense, and agrees to bear all other costs and expenses related thereto, even if any such claims, demands or suits are groundless, false or fraudulent.
- 2.8 Rigolets shall be responsible for funding all costs for the Project as set forth above in **Section 2.1** of this Agreement. No compensation will be owed by Parish to Rigolets, and/or its duly authorized agents or assigns, for any work or obligations undertaken pursuant to this Agreement.
- 2.9 At its own cost, Rigolets shall warrant all construction operations and repairs referenced in **Section 2.1** of this Agreement for two (2) years from the date of completion of the Project to Parish standards and approval. In doing so, Rigolets shall warrant that the Project was effected in accordance with the plans and specifications approved by Parish and is free from any structural defects. Rigolets agrees and acknowledges that it shall, at its own cost and expense, remove, repair and/or replace any defective and/or non-conforming work, materials or equipment found to exist

within the aforementioned two (2) year warranty period in a manner acceptable to Parish, and in accordance with Louisiana law and Project plans and specifications. No cash bond or other type of bond will be required in conjunction with the aforementioned warranty.

2.10 Rigolets shall be responsible for the payment and satisfaction of any and all outstanding liens, privileges, charges or related assessments arising out of work or obligations undertaken by Rigolets pursuant to this agreement.

2.11 Rigolets at all times shall keep the Project area reasonably free from waste, debris and other excess materials caused by or arising out of work or obligations undertaken by Rigolets pursuant to this Agreement. Upon final completion of the Project, Rigolets shall remove all waste, debris, tools, equipment and excess materials from the Project area, shall properly dispose of all such items, and shall leave the Project area in a reasonably neat and orderly condition. Should Rigolets fail to perform its obligations under this Section, Parish shall give Rigolets written notice detailing Rigolet's failure(s) to comply with said Section. Thereafter, if Rigolets fails to cure all noted deficiencies within thirty (30) days of the provision of such notice by Parish, Parish may take such action(s) at Rigolet's sole expense.

2.12 Rigolets, through its contractor or otherwise, shall secure and present proof of such insurances on the form or forms acceptable to St. Tammany Parish Government, Office of Risk Management, prior to the issuance of any applicable Work Order and commencement of the Project by or on behalf of Rigolets, and as more specifically set forth in Exhibit "B," attached hereto and made a part hereof. However, should any work performed by or on behalf of Rigolets include exposures that are not covered by those insurance coverages set forth in Exhibit "B," said parties are not relieved of their obligations to maintain appropriate levels and types of insurance necessary to protect themselves, their agents and employees, their subcontractors, St. Tammany Parish Government, and all other interested third parties, from any and all claims for damage or injury made in connection with any work or obligations undertaken pursuant to this Agreement.

2.13 Rigolets shall comply with all applicable governmental laws, rules, regulations, licensing and requirements.

3. **OBLIGATIONS OF PARISH**

3.1 Upon the completion of the Project as set forth in Section 2.1 of this Agreement to Parish's approval, the fulfillment of all obligations of Rigolets pursuant to this Agreement, and the expiration of the two (2) year warranty period without issue, the Deficient Infrastructure shall be included in the St. Tammany Parish Selective Maintenance System upon adoption of a separate ordinance by the St. Tammany Parish Council. Thereafter, Parish shall operate and/or maintain the Deficient

Infrastructure in good working condition and in accordance with all pertinent local, state and federal laws and standards.

3.2 Parish shall comply with all applicable governmental laws, rules, regulations, licensing and requirements.

3.3 **ACKNOWLEDGMENT OF THE PARTIES** By entering into this Agreement and by performing its obligations herein, the Parties agree and acknowledge as follows:

3.3.1 Parish is not asserting, claiming and/or acknowledging ownership of or responsibility for any obligations of Rigolets set forth in this Agreement. Rather, as set forth in this Agreement, Parish has merely elected to assist with related obligations for the necessary repair and/or replacement of the Deficient Infrastructure, for the benefit of Rigolets and the public at large.

3.3.2 This Agreement is intended only to address obligations of the Parties concerning the repair, replacement, maintenance and/or related obligations for the Deficient Infrastructure. It is further agreed and acknowledged that any obligations concerning infrastructure other than the Deficient Infrastructure shall be made the subject of separate discussion(s), covenant(s) and agreement(s) between the Parties hereto, if and as necessary.

3.4 **Entry.** St. Tammany Parish hereby authorizes Rigolets, and/or its duly authorized agents and assigns, to provide labor, equipment and to perform all necessary obligations and operations for the repair of the Deficient Infrastructure within the corporate limits of and/or within right(s) of way of St. Tammany Parish for advancement of the Project.

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 shall end upon the date of the fulfillment of all obligations of the parties pursuant to this Agreement as evidenced by the adoption of the St. Tammany Parish Council of an ordinance including the Deficient Infrastructure in the St. Tammany Parish Selective Maintenance System (the "Term"). No Term renewal or extension shall be provided without the express written consent of the parties hereto.

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.

4.4 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 MISCELLANEOUS 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 determined by a Court having jurisdiction that 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 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 without regard to conflict of laws principles.
- 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 agree, in the event of default, dispute, and/or litigation, that each Party shall be responsible for their respective attorney fees, expert costs, court costs, and any other related expenses.
- 5.6 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.
- 5.7 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.

5.8 Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.

5.9 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.

5.10 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.

5.11 It is agreed and acknowledged that Rigolets and/or their duly-authorized agent(s) or contractor(s), are fully authorized and have received all necessary third-party consent(s) to undertake any and all repair and/or replacement operations made the subject of this Agreement. In the alternative, Rigolets and/or their duly-authorized agent(s) or contractor(s), agree and acknowledge that they will enter into any necessary agreements with and obtain any necessary right(s) of way, consent(s) and authorization(s) from any individual(s) or entities prior to the commencement of the Project.

5.12 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 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.

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 the Rigolets:

Paul H. Siebenkittel, President
Rigolets Estates Owners Association, Inc.
P.O. Box 59
Arabi, Louisiana 70032

If to Parish:

President Patricia P. Brister
St. Tammany Parish Government
P.O. Box 628
Covington, Louisiana 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 in St. Tammany Parish, State of Louisiana, as of the dates set forth, below after diligent reading of the whole, in various counterparts.

(Signature page follows.)

THUS DONE AND SIGNED on this 31st day of October, 2018
in the presence of the undersigned witnesses.

WITNESSES:
[Signature]
Anne Petrovic
[Signature]
Laurene Ojeda
[Signature]
Laurene Ojeda

ST. TAMMANY PARISH GOVERNMENT
BY: [Signature]
Patricia P. Brister
Parish President

THUS DONE AND SIGNED on this 23rd day of October, 2018 in the presence of the undersigned witnesses.

WITNESSES:
[Signature]
Thaddeus M. Reynolds
[Signature]
Kandace M. Reynolds
[Signature]
PAUL J. Mayhew

RIGOLETS ESTATES OWNERS ASSOCIATION,
INC.
BY: [Signature]
Paul H. Siebenkittel
President

EXHIBIT "A"
CORRESPONDENCE AND PROPOSAL

Shelby LaSalle

From: Donna S. O'Dell
Sent: Wednesday, June 13, 2018 1:30 PM
To: Shelby LaSalle; Jason P. Cambre
Cc: Jack Treuting; Paul J. Mayronne; Fred Sigur; Terry J. Hand; Mike Sevante
Subject: RE: Rigolets private to public

Categories: Item taken care of

Received email below.

Donna D'Dell, P.E.
Parish Engineer
Public Works Department
St. Tammany Parish Government
21454 Koop Drive, Mandeville, LA 70471
p: 985-898-2552 e: dsodell@stp.gov
www.stp.gov

"Disclaimer: Any e-mail may be construed as a public document and may be subject to a public records request. The contents of this e-mail reflect the opinion of the writer and are not necessarily the opinion or policy of St. Tammany Parish Government. "

-----Original Message-----

From: Shelby LaSalle <shelby@shelbylasalle.com>
Sent: Tuesday, June 12, 2018 3:39 PM
To: Donna S. O'Dell <dsodell@stp.gov>; Jason P. Cambre <jpcambre@stp.gov>
Cc: Jack Treuting <treutinginc@gmail.com>; Paul J. Mayronne <pjm@jonesfussell.com>; Fred Sigur <fsigur@bellsouth.net>; Terry J. Hand <tjhand@stp.gov>; Mike Sevante <mikes@stp.gov>
Subject: RE: Rigolets private to public
Importance: High

The attached email is my memo of our meeting on May 29, 2018.

Follow up to our meeting I have attached a copy of my Clients Contractor's proposal to perform the work discussed, for your files.

Please confirm that you have received this email so that we can move forward with the corporative endeavor agreement as authorized last week by the Parish Council.

"Transcribed but not edited"

-----Original Message-----

From: Shelby LaSalle [<mailto:shelby@shelbylasalle.com>]
Sent: Tuesday, May 29, 2018 11:21 AM
To: Frederick J. Sigur Jr.
Cc: Jack Treuting; Paul J. Mayronne
Subject: Rigolets private to public

Today I met with Parish Engineers Donna O Dell and Jason Cambre.
We all agreed on method of filling the void under the bridge approach slabs .

Drill 4 to 6 holes in slabs to pump a low strength slurry Portland cement mix. Board up sides to retain cement mix.

By copy of this email am asking Treuting to revise his original proposal to include bridge slab void repairs.

Sent from my iPhone

TREUTING, INC
Contractors
Post Office Box 1432
Covington, LA 70434
treutinginc@gmail.com

June 12, 2018

Mr. Shelby P. LaSalle, Jr.

PROPOSAL

Re: Rigolets Estates
St. Tammany Parish, LA

Street Panel: Herring Drive

For the required labor, equipment and material to removed failed panel and split slab repave (1/2 street at a time), using:

- Barricades;
- 7" thick, 4000 psi PCCP, 3 day high early concrete, curing compound;
- re-sealing the basins;
- SL-2 joint sealing street; and,
- Epoxy bonding #4 rebars into adjacent panels.

PROPOSAL PRICE..... \$9,883.00

NOTE: if lateral pipe shows to be defective, it will be replaced with SDR 26 pvc ϕADD + 1,239.00

Bridge approach aprons:

As directed, core drill eight (8) each, 8" ϕ Dia, 10" deep access holes to flow flowable fill to fill voids under apron slabs. Four (4) aprons, Marlin and Moray, eight (8) cores = 32 cores
For each apron allow 10 cyds of flowable fill. If more is required to fill voids, \$250.00/cydl above 10 cyds.

32 cores, 40 cyd flowable fill.....\$18,380.00

EXHIBIT "B"
INSURANCE COVERAGES AND REQUIREMENTS

- 1) Minimum Limits of Coverage are as follows:
 - a. Commercial General Liability: \$1,000,000 each occurrence/per project aggregate limit – including, but not limited to, coverage for Products & Completed Operations, Contractual, Personal Injury, Advertising Injury, etc.; endorsement for pollution occurrence when applicable;
 - b. Business Auto Liability: \$1,000,000 combined single limit – including coverage for “any autos,” or owned, non-owned and hired autos; and
 - c. Workers Compensation/Employers Liability: \$500,000/\$500,000/\$500,000 – coverage for owners, officers, and/or partners shall be included in the policy, and a statement of such shall be made by producer on the face of certificate provided.
- 2) The “Comment” section on the Certificate of Insurance shall make reference of the project(s) and location(s), as follows: Project or Resolution Number (##-###), Physical Location, including name of Street(s), Subdivision, Ward No., and District No.
- 3) Any certificate shall make reference to a Hold Harmless in favor of St. Tammany Parish Government.
- 4) Additional Insured Designation(s) for the Project:
 - a. Rigolets shall be added as an additional named insured on the Commercial General Liability Policy of its chosen vendor(s) and contractor(s) for the Project, with St. Tammany Parish Government to be named as an additional insured by policy endorsement on the foregoing policies.
 - b. Rigolets and St. Tammany Parish Government shall be named as an additional insured(s) on the Business Auto Liability Policy of its chosen vendor(s) and contractor(s) for the Project by policy endorsement.
- 5) All policies shall provide an endorsement for a Waiver of Subrogation in favor of St. Tammany Parish Government.
- 6) Issuing insurer(s) shall provide thirty (30) days written notice to St. Tammany Parish Government in case of policy cancellation or substantial policy change; said notice shall be sent to: **St. Tammany Parish Government, Office of Risk Management, P.O. Box 628, Covington, LA 70434.**
- 7) All insurance policies shall be kept in full force and effect during the entire construction period and shall continue in effect until such time as Rigolets and/or their duly authorized agents and assigns have fulfilled any and all obligations pursuant to the Agreement; renewal certificates for any expiring policies shall be furnished to St. Tammany Parish Government, without prompting.
- 8) Insurance companies must be authorized to do business in the State of Louisiana and have a Best rating of at least “A- Class/Category VII”.
- 9) It shall be the responsibility of Rigolets and/or their duly authorized agents and assigns to require that these insurance requirements are met by all contractors and sub-contractors performing work in any right(s)-of-way on behalf of said parties and/or other third parties. Rigolets and/or their duly authorized agents and assigns shall further ensure the Parish is named as an additional insured on all insurance policies provided

by any contractor or sub-contractor throughout the duration of the project.

**EXTRACT OF A MEETING OF
THE BOARD OF DIRECTORS OF
RIGOLETS ESTATES OWNERS ASSOCIATION, INC.**

BE IT RESOLVED, that the President of Rigolets Estates Owners Association, Inc. (hereinafter the "Corporation"), be and he is hereby authorized on behalf of the Corporation to execute that certain Cooperative Endeavor Agreement by and between the Corporation and the St. Tammany Parish Government providing for the repair of certain infrastructure within Rigolets Estates Subdivision and containing such other terms and conditions as set forth therein.

BE IT FURTHER RESOLVED, that the President of the Corporation, shall be authorized to take any and all action and execute any and all documents in furtherance of the foregoing.

CERTIFICATE

I, Carol Carrone, do certify that I am the duly elected Secretary of the Rigolets Estates Owners Association, Inc. and that the foregoing resolution was unanimously adopted by the Board of Directors of this Corporation at a meeting held by them on February 8, 2018, at which meeting all of the members of the Board of Directors were present in person or by proxy and waived notice of the meeting, and each voted unanimously in favor thereof. The resolution has not been modified or rescinded, and is still in force and effect.

Slidell, Louisiana, this 22nd day of October, 2018.



Carol Carrone, Secretary

ATTEST:



Paul H. Siebenkittel, President