

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN
ST. TAMMANY PARISH GOVERNMENT AND
ST. TAMMANY PARISH RECREATION DISTRICT NO. 14
(Bootlegger Right Turn Lane Construction)**

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 Michael B. Cooper, Parish President, duly authorized (hereinafter referred to as "**Parish**"); and

ST. TAMMANY PARISH RECREATION DISTRICT NO. 14, a political subdivision of the State of Louisiana operating the Coquille recreation facility, whose mailing address is 13505 Highway 1085, Covington, Louisiana 70433, herein appearing by and through Richard Bentley-Smith, Executive Director, duly authorized (hereinafter referred to as "**Recreation District No. 14**"); and

WHEREAS, Recreation District No. 14 owns and operates the "**Coquille Sports Complex**", located at 13505 Highway 1085, Covington, Louisiana 70433 ; and

WHEREAS, Parish is currently constructing the Bootlegger Road Mill and Overlay Project (the "**Project**"); and

WHEREAS, Recreation District No. 14 desires that Parish, as part of its Project, include construction of a right turn lane along the westbound lane of Bootlegger Road onto Joe Koepp Boulevard in accordance with the plans of James E. Powell, Jr., P.E., Kyle Associates, LLC dated January 2, 2020, Job No. 19057, a copy of which is attached hereto as Exhibit "A" (the "**Right Turn Lane**"); and

WHEREAS, the estimate total cost of construction of the Right Turn Lane, when added to the Project, is Forty Four Thousand Nine Hundred Ninety Eight and 90/100 Dollars (\$44,998.90) in accordance with the itemization attached hereto as Exhibit "B" (the "**Estimated Cost**").

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 construction of traffic improvements. The parties have determined that (a) the expenditure of public funds and use granted pursuant to this Agreement is for a public purpose that comports with a governmental purpose that Parish and Recreation District No. 14 may pursue; (b) the expenditure, taken as a whole, is not gratuitous; and (c) Parish and Recreation District No. 14 have a reasonable expectation of receiving at least equivalent value in exchange for the expenditure.

2. **OBLIGATIONS OF RECREATION DISTRICT NO. 14**

- 2.1 **Payment.** Recreation District No. 14 will initially fund the Right Turn Lane construction for the Estimated Cost. Recreation District No. 14 shall make payment to Parish immediately upon its execution of this Agreement.

- 2.2 Regardless of the Estimated Cost paid, Recreation District No. 14 shall bear all actual costs for the construction of the Right Turn Lane should the actual cost exceed the Estimated Cost. In such case, Recreation District No. 14 shall reimburse the Parish for the additional, actual cost of construction of the Right Turn Lane in excess of the Estimated Cost. Such reimbursement payment shall be made to Parish within fifteen (15) days following request for reimbursement by Parish with supporting documentation.

3. **OBLIGATIONS OF PARISH**

- 3.1 Parish has procured a contractor for the road improvement work comprising the Project, in the manner required by Louisiana law. Parish shall administer the contract with any contractor procured for all matters pertaining to the Project, including any punch list items and acceptance of the work comprising the Project. Parish shall undertake any steps necessary with its contractor for inclusion of the Right Turn Lane construction into the Project.

- 3.2 In the event that the actual cost for construction of the Right Turn Lane is less than the Estimated Cost, Parish shall reimburse Recreation District No. 14 for any excess of the estimated versus actual cost within fifteen (15) days of Parish's final acceptance of the Project.

4. **TERM**

- 4.1 The term of this Agreement shall begin on full execution by all parties hereto and end upon Parish's final approval of the Project, including satisfaction of any punch list items.

- 4.2 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.

4.3 Should any party seek to terminate this Agreement for any reason, the party seeking to terminate shall provide written notice of its intent to terminate thirty (30) days prior to the date of termination. Notwithstanding the foregoing, should the Project work be complete and the subject Right Turn Lane accepted into Parish's Road Maintenance System, Parish shall, by law, retain the right to maintain, operate and repair said Right Turn Lane indefinitely.

5. **CONTRACTUAL VALIDITY AND MISCELLANEOUS PROVISIONS**

5.1 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.

5.2 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. 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 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.

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 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.

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

5.8 Each party has assisted in the preparation of this Agreement and has had the opportunity to make changes to the language used in this Agreement. As such, in interpreting the meaning of any language contained in this Agreement, the rule of construction that

ambiguous language shall be construed against the party drafting the document shall not apply.

5.9 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.

5.10 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 Recreation District No. 14:

Recreation District No. 14
Attn: Richard Bentley-Smith
13505 Highway 1085
Covington, Louisiana 70433

If to Parish:

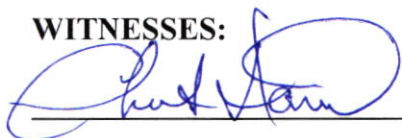
President Michael B. Cooper
St. Tammany Parish Government
P.O. Box 628
Covington, LA 70434

(Signature page follows.)

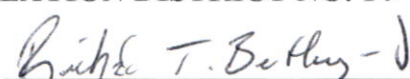
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in multiple originals by the hereunder signed officers, each in the presence of the undersigned two (2) competent witnesses in St. Tammany Parish, State of Louisiana, as of the dates set forth, below after diligent reading of the whole, in various counterparts.

THUS DONE AND SIGNED effective as of 1/14/, 2020 in the presence of the undersigned witnesses.

WITNESSES:

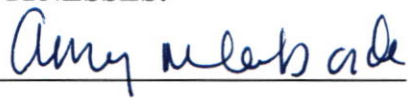

Shirley M. S.

RECREATION DISTRICT NO. 14

BY: 
Richard Bentley-Smith
Executive Director

THUS DONE AND SIGNED effective as of 1/21/, 2020 in the presence of the undersigned witnesses.

WITNESSES:


Melissa H. Broussard

ST. TAMMANY PARISH GOVERNMENT

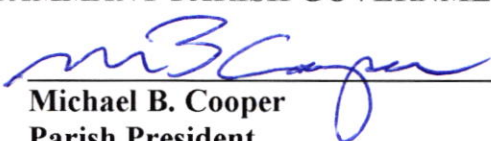
BY: 
Michael B. Cooper
Parish President

EXHIBIT "A" – RIGHT TURN LANE PLANS

[insert plan page]

EXHIBIT "B" ESTIMATED COST RIGHT TURN LANE

Item #	Description	Quantity	Unit	Unit Price	Total Due
203-05-00100	EXCAVATION AND EMBANKMENT	1	LUMP	\$8,000.00	\$8,000.00
302-01-00100	CLASS II BASE COURSE (STONE)	150	CUYD	\$65.00	\$9,750.00
305-01-04000	SUBGRADE LAYER (12")	451	SQYD	\$6.50	\$2,931.50
502-01-00100	ASPHALT CONCRETE	151.7	TON	\$112.00	\$16,990.40
702-03-00300	CATCH BASIN (CB-04)	3	EACH	\$1,075.00	\$3,225.00
711-04-00100	GEOTEXTILE FABRIC	451	SQYD	\$2.00	\$902.00
S-001	CATCH BASIN Adjustment	4	EACH	\$800.00	\$3,200.00
					\$44,998.90