

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE
ST. TAMMANY PARISH GOVERNMENT AND THE CITY OF SLIDELL
(W-14 Canal & W-15 Lateral/Reine Canal Maintenance)**

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 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 by law (hereinafter referred to as “Parish”); and

THE CITY OF SLIDELL, a political subdivision 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, a canal commonly known as the “W-14 Canal” traverses through portions of both the corporate limits of City and unincorporated areas of St. Tammany Parish; and

WHEREAS, a canal commonly known as the “W-15 Lateral Canal” and/or “Reine Canal”, (hereinafter referred to as “W-15 Lateral/Reine”) traverses through portions of both the corporate limits of City and unincorporated areas of St. Tammany Parish; and

WHEREAS, Parish and City recognize the need to clear debris and obstructions along the W-14 and W-15 Lateral/Reine, all as more fully provided by 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 the avoidance/prevention of flooding, by ensuring that the W-14 Canal and W-15 Lateral/Reine retains the ability to disperse rainwater, which in turn improves the health, safety and welfare of citizens of St. Tammany Parish.
2. **OBLIGATIONS OF CITY**

Parish shall have access into the corporate limits of City for the cleaning and reshaping, and removal of debris and/or other obstructions in the W-14 and W-15 Lateral/Reine (as defined below). Parish may utilize such access in fulfillment of this Agreement without any notice or advance notice to City.

City will perform the acts as set forth below, and as shown on the attached map marked as Exhibit A, at the following locations:

Perform mowing operations from I-12 to the Highway 11 retention pond;

Clean and reshape the W-14 Canal from Robert Road retention pond to Fremeaux Avenue. City will perform mowing operations of same where access permits;

Load, haul and dispose of any spoils resulting from the cleaning and reshaping by the Parish of the W-14 Canal from Daney Street to Bill Garrett Road; additionally, City will perform mowing operations along same;

Clean and reshape the W-15 Lateral/Reine from the W-14 Canal to I-10. City will perform mowing operations along same where access permits;

The frequency and manner of cleaning, reshaping, mowing, debris and/or obstruction removal at the above locations shall be determined by mutual agreement between the City and Parish.

City shall remove and dispose of the debris and/or obstructions cleared from the above locations, unless otherwise agreed to by the parties.

3. **OBLIGATIONS OF ST. TAMMANY PARISH**

Parish will perform the acts as set forth below at the following locations:

Clean and reshape the W-14 Canal from I-12 to Robert Road retention pond;

Clean and reshape the W-14 Canal from Fremeaux Avenue to Daney Street. Parish will perform mowing operations along same;

Clean and reshape the W-14 Canal from Daney Street to Bill Garrett Road;

Clean and reshape the W-15 Lateral/Reine from I-10 eastward;

Clean and reshape the Lakewood Canal from Old Fremeaux at McKinney Road to the W-14 Canal on Bill Garrett Road. Parish will perform mowing operations along same;

City will provide dump trucks with drivers as needed.

The frequency and manner of cleaning, reshaping, mowing, debris and/or obstruction removal at the above locations shall be determined by mutual agreement between the City and Parish.

Parish shall remove and dispose of the debris and/or obstructions cleared from the above locations, unless otherwise agreed to by the parties.

4. **TERMINATION AND BINDING NATURE**

The term of this Agreement shall begin on the date of full execution and end on December 31, 2019 (the "Term"). Thereafter, this Agreement shall automatically renew for additional one (1) year periods, unless either party provides notice sixty (60) days in advance to the other party of its intent to terminate this Agreement as of the end of the then-current Term. Either party's failure to send notice to the other party sixty (60) days in advance of the then-current expiration of the Agreement shall renew the Agreement pursuant to the foregoing.

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.

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.

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 sixty (60) days prior to the date of termination.

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 the 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 for the Parish and/or Mayor for the City 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**

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.

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.

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.

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.

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.

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

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.

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 City:

Mayor Greg Cromer
The City of Slidell
2055 Second Street
Slidell, LA 70458

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 in St. Tammany Parish, State of Louisiana, as of the dates set forth, below after diligent reading of the whole, in various counterparts.

THIS DONE AND SIGNED effective as of 1-24-2019, ~~2018~~ in the presence of the undersigned witnesses.


WITNESSES:





ST. TAMMANY PARISH GOVERNMENT

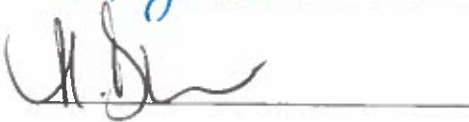
BY:


Patricia P. Brister
Parish President

THIS DONE AND SIGNED effective as of November 16, 2018 in the presence of the undersigned witnesses.

WITNESSES:





THE CITY OF SLIDELL

BY:


Greg Cromer
Mayor