

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE  
ST. TAMMANY PARISH GOVERNMENT AND CHILDREN'S MUSEUM  
OF ST. TAMMANY, INC.  
(Kids Town Building - C)**

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, 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

**CHILDREN'S MUSEUM OF ST. TAMMANY, INC.**, a non-profit corporation of the State of Louisiana, whose mailing address is P.O. Box 5351, Covington, Louisiana 70434, represented by and through Lisa Z. Barnett, President, duly authorized (hereinafter referred to as "CMST"); and

**TAMMANY TRACE FOUNDATION**, a non-profit corporation of the State of Louisiana whose mailing address is 321 Veterans Memorial Boulevard, Suite 201, Metairie, Louisiana 70005, represented by and through Bruce Wainer, its President, duly authorized (hereinafter referred to as "Foundation"); and

**WHEREAS**, in order to promote the science, technology, learning and art education of the young citizens of St. Tammany Parish, CMST and Parish have partnered to design and develop the Children's Museum of St. Tammany (hereinafter referred to as the "Children's Museum"); and

**WHEREAS**, the Children's Museum will create a learning environment and serve the needs and interests of children, families and schools by providing exhibits and programs that stimulate curiosity, creativity, imagination and further nurture a desire for life-long learning; and

**WHEREAS**, in furtherance of its obligation to protect the health, safety and welfare of the citizens of St. Tammany Parish, the Parish desires to create an educational and recreational program to meet needs of an ever-growing population of children and families in this area; and

**WHEREAS**, the Parish is the owner of certain immovable property located at or near the Tammany Trace Trailhead and Pavilion at Koop Drive, which includes the Kids Konnection playground, Kids Town, and related amenities (individually, a "Park" and collectively, the "Parks"); and

**WHEREAS**, Parish and the Foundation are parties to a Cooperative Endeavor Agreement dated effective July 18, 2014, wherein, among other matters, Foundation was granted the ability to construct improvements in the Parks (the "Foundation CEA"); and

**WHEREAS**, as part of Kids Town, CMST desires to occupy a building in Kids Town for the promotion of CMST's mission, and Parish desires to enter into this Agreement in order for CMST to use and occupy a building in Kids Town to promote its mission and in furtherance of its purpose, until such time as CMST can construct and occupy the Children's Museum; and

**WHEREAS**, Parish and CMST agree that the fundamental and primary purpose that both parties are entering into this Agreement is the assurance that CMST can continue to raise funds and seek grants for the design, development and construction of the Children's Museum.

**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 education, entertainment, and empowerment of the young citizens of St. Tammany Parish. The parties have determined that (a) the usage granted pursuant to this Agreement is for a public purpose that comports with a governmental purpose that Parish may pursue; (b) the use, taken as a whole, is not gratuitous; and (c) Parish has a reasonable expectation of receiving at least equivalent value in exchange for such use and occupancy by CMST.
2. **PARKS AND PREMISES.** The Parks are generally located at the intersection of Koop Drive with the Tammany Trace in Mandeville. The "Premises" consists of approximately three thousand six hundred thirty-five (3,635) square feet of interior space commonly referred to as Kids Town Building "C" as depicted on Exhibit "A" attached hereto and incorporated herein.
3. **OBLIGATIONS OF CMST.**
  - 3.1 CMST shall pay Parish the sum of Thirty-five Thousand and 00/100s (\$35,000.00) Dollars annually in equal monthly installments of Two Thousand Nine Hundred Sixteen and 66/100s (\$2,916.66) Dollars each, commencing upon the Commencement Date, by the 5<sup>th</sup> business day of each month during the Term (as defined in Section 7.1), for the exclusive use and occupancy of the Premises, non-exclusive use and access to the Parks, the performance of Parish's obligations set forth in Section 5 herein and Foundation's obligations as set forth in Section 6 herein, during the Term.
  - 3.2 Following build-out of the Premises as provided in Section 5.1 of this Agreement, CMST, at its expense, shall install its cabinetry, furniture and appliances in the Premises.
  - 3.3 CMST shall be responsible for payment of all usage charges for utilities (i.e., water, sewer, telephone, data, and electricity) servicing the Premises.
  - 3.4 CMST shall use the Premises:
    - 3.4.1 for operations and events supporting the Children's Museum;
    - 3.4.2 for certain events, programs, fundraising, field trips, and/or birthday parties;
    - 3.4.3 to promote the science, technology, learning and art education of the young citizens of St. Tammany Parish; and
    - 3.4.4 for such other purposes in furtherance of and consistent with CMST's mission.
  - 3.5 On a non-exclusive basis, CMST may utilize the Parks for any lawful purpose at no additional charge. CMST shall comply with all Parish rules, regulations and/or requirements applicable to the use of the Parks. As more fully set forth on Exhibit "B", CMST shall include certain assumption of liability language on tickets issued by CMST to attendees at CMST-reserved events at the entirety of the Parks and, for those events that CMST reserves the entirety of the Parks but does not issue tickets, CMST will post similar notices on its social media websites and at the event at the Parks.

- 3.6** CMST shall assume all responsibility for scheduling birthday parties and other CMST-booked events at the Premises and Parks and shall be entitled to, and shall directly receive, all fees and/or payments for entry and/or rental of the Premises and Parks.
- 3.7** Notwithstanding anything in this Agreement to the contrary, the (i) Kids Konnection portion of the Parks, and (ii) the fire engine to be installed within the Kids Town portion of the Parks shall remain free and open to the public during normal operating days and hours established by Parish.
- 3.8** CMST shall use diligent, commercially reasonable efforts to keep the Premises in a clean, good quality, well cared for manner at all times, reasonable wear and tear excepted. CMST shall enter into an annual service contract for maintenance of the HVAC system, which shall include monthly replacement of filters. CMST shall use diligent, commercially reasonable efforts to restore all or any portion of the Parks used for a CMST-reserved event to the Parks' condition preceding such event.
- 3.9** CMST shall carry in full force and effect at all times during the Term (as defined below) of this Agreement insurance coverages in sufficient limits and levels necessary to protect it, its agents, directors, officers, employees, volunteers, its contractors and/or subcontractors, as well as the Parish, its elected and appointed officials, directors, officers, agents, servants, attorneys, employees, volunteers, together with their agents, representatives, assigns, insurers and reinsurers from any and all third party claims for bodily injury, death or property damage arising from acts or omissions occurring within the Premises, and the Parks during CMST-reserved events, and claims under the workers' compensation acts.
- 3.9.1** The insurance coverages shall be underwritten by insurance companies with an A.M. Best rating of no less than A-, Category VII and shall be authorized to do business in the State of Louisiana, and should include, but may not be limited to: Commercial General Liability, Workers' Compensation/Employers Liability, and an Excess or Umbrella Policy that follows form for all liability coverages. Parish reserves the right to review and approve all insurance coverages.
- 3.9.2** CMST shall have Parish and Foundation 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 Parish. The insurances affected by this Agreement shall be written on a primary and non-contributory basis. All insurance policies shall provide that insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the Parish, in writing. CMST shall present evidence of said insurance coverages to the Parish and Foundation on or before the commencement of this Agreement, and thereafter annually on or before each policy expiration.
- 3.10** CMST shall comply with all applicable governmental laws, rules, regulations, licensing and requirements.
- 3.11** CMST shall not alter or construct any improvements not provided for herein without the express written permission of Parish and Foundation, in Parish's and Foundation's discretion.
- 3.12** CMST shall not penetrate the roof or through any exterior wall without the express prior approval of Parish and Foundation, in each party's discretion.

**3.13** CMST shall not do or suffer anything to be done whereby the Premises or any part thereof is encumbered by any mechanics or materialman's statutory lien arising as a result of the acts of CMST. If any mechanic's or materialman's lien is filed against the Premises, or any part thereof, purporting to be for or on account of any labor or materials or service furnished to CMST, CMST shall promptly procure the release of same, whether by payment and satisfaction or by being bonded over or released through some other similar procedure. Notwithstanding the above, CMST shall have the right to contest any such mechanics or materialman's lien or other lien claim filed against the Premises or any part thereof, if CMST notifies Parish in writing of its intention to do so, diligently prosecutes any such contest, and at all times effectively stays or prevents any judicial sale of the Premises under execution or otherwise. Notwithstanding any other provision or terms set forth herein, CMST shall not have the right to bind Parish with respect to any work done or material(s) supplied in respect of the Premises by, for or under the authority of CMST or anyone claiming by, through or under CMST.

**4. EVENTS OF DEFAULT; REMEDIES.**

**4.1** The failure of any party hereto to perform or observe any of its obligations under this Agreement shall constitute a default under this Agreement only if such failure shall continue for a period of thirty (30) days after written notice from one party to the other specifying the default; provided, however, that if the nature of the default is such that it cannot be cured within said thirty (30) day period, no default shall be deemed to exist if such party commences the curing of the default promptly within such thirty (30) day period and thereafter diligently prosecutes the same to completion, not to exceed an aggregate of one hundred twenty (120) days, unless extended by the parties in writing. The notice shall give in reasonable detail the nature and extent of the failure and shall identify the Agreement provision(s) containing the obligation(s). Upon the occurrence of any event of default, the non-defaulting party shall have the option to pursue any one or more of the following remedies without any further notice or demand whatsoever:

**4.1.1** Terminate this Agreement by giving notice thereof, in which event CMST shall immediately surrender the Premises to Parish and if CMST fails so to do, Parish may, without prejudice to any other remedy which it may have for possession, enter upon and take possession of the Premises and expel or remove CMST and any other person who may be occupying the Premises, or any part thereof, without being liable for prosecution or any claim of damages therefor.

**4.1.2** Enter upon the Premises without having any civil or criminal liability therefor and, whether or not such entry is necessary, do whatever CMST is obligated to do under the terms of this Agreement; the defaulting party agrees to reimburse the other on demand for any reasonable expenses which the non-defaulting may incur in effecting compliance with the obligations under this Agreement; each party hereto further agrees that the other shall not be liable for any damages resulting from such action, except to the extent caused by the gross negligence or willful misconduct of a party.

**4.1.3** Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided, so long as there is no duplication of any recovery or remedy, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any damages accruing to a party hereto by reason of the violation of any of the terms, provisions, and covenants herein contained. No waiver by a party hereto of any violation or breach of any of the terms, provisions, and covenants herein contained

shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained.

**5. OBLIGATIONS OF PARISH.**

- 5.1** The Parish, or on Parish's behalf by the Foundation, shall complete all aspects of construction of the Premises, to include all roof, floor slab, interior and exterior building structure, exterior and demising walls, doors, windows, sheetrock, trim, paint, plumbing (water and sewer services), HVAC, lighting and plumbing fixtures, electrical services and exterior landscaping in order for the Premises to pass all applicable inspections and be ready for occupancy by CMST. Notwithstanding the foregoing, Parish and/or Foundation shall not be responsible for any tie-in fee, application fee, activation fee, deposit and/or monthly rates due for any utility service.
- 5.2** Parish shall provide and make available all desired utility connections and meters (i.e., water, sewer, telephone, data, electricity, garbage collection) for the Premises.
- 5.3** Parish shall allow CMST, and its contractors, to enter the Premises for installation of cabinetry, furniture and appliances to the Premises, with such permanent additions being approved in advance by Parish, in Parish's discretion not to be unreasonably withheld.
- 5.4** Parish shall use diligent, commercially reasonable efforts to keep the exterior façade of the Premises, its surrounding grounds, and all Parks in a clean, good quality, well cared for manner at all times, reasonable wear and tear excepted. The Parish does not have any obligation to perform any routine maintenance on the interior of the Premises, improvement work, renovation or other work to the interior of the Premises following completion of the construction obligations contained in Section 5.1 of this Agreement. Parish, and/or the Foundation, shall transfer to CMST, prior to occupancy of the Premises by CMST, any and all warranties covering structural, mechanical or electrical systems relating to, or affecting, the Premises. Notwithstanding the foregoing, Parish shall maintain in good order and repair (i) the plumbing lines, mechanical or electrical systems (excluding HVAC system maintenance) serving the Premises except where a repair to same is needed as a result of CMST's, its employees' or invitees' negligence or misuse in which case CMST shall be responsible to make such repairs; and (ii) the roof and structural components of the Premises except where a repair to same is needed as a result of CMST's, its employees' or invitees' negligence or misuse in which case CMST shall be responsible to make such repairs.
- 5.5** Parish shall carry in full force and effect at all times during the Term (as defined below) of this Agreement insurance coverages in sufficient limits and levels necessary to protect it, its agents, directors, officers, employees, volunteers, its contractors and/or subcontractors, as well as CMST and its board members, appointed directors, officers, agents, servants, attorneys, employees, volunteers, together with their agents, representatives, assigns, insurers and reinsurers, and all other interested third parties, from any and all claims for property damage to the Premises.
- 5.5.1** The insurance coverages shall be underwritten by insurance companies with an A.M. Best rating of no less than A-, Category VII and shall be authorized to do business in the State of Louisiana, and should include, but may not be limited to: Comprehensive Property and Flood.

6. **INSURANCE BY FOUNDATION.** Foundation shall carry in full force and effect during construction of the Premises (commencing from the time a building permit is obtained and ending upon the time a certificate of occupancy is obtained) commercial general liability and builder's risk insurance coverage in sufficient limits and levels necessary to protect it, its agents, directors, officers, employees, volunteers, its contractors and/or subcontractors, the Parish, CMST and each of their respective elected officials, board members, appointed directors, officers, agents, servants, attorneys, employees, volunteers, together with their agents, representatives, assigns, insurers and reinsurers, and all other interested third parties, from any and all claims for bodily injury, death or property damage arising from events, instances or acts occurring outside of the Premises and within the Parks. The insurance coverage shall be underwritten by insurance companies with an A.M. Best rating of no less than A-, Category VII and shall be authorized to do business in the State of Louisiana. Foundation shall have the Parish and CMST named as an additional insured on the liability insurance policy and it shall be endorsed to provide a waiver of subrogation in favor of the Parish and CMST. The insurances affected by this Agreement shall be written on a primary and non-contributory basis. Foundation shall present evidence of insurance coverages to Parish and CMST upon request

7. **TERMINATION AND BINDING NATURE.**

7.1 Except as specifically set forth herein to the contrary, the terms of this Agreement shall be binding upon the parties on full execution by all parties hereto (the "Effective Date"). Notwithstanding the foregoing, the term of this Agreement, and commencement of CMST's obligations hereunder, shall commence upon the date CMST takes occupancy of the Premises (the "Commencement Date") for an initial term of one (1) year thereafter (the "Term"). This Agreement will continuously and automatically renew for additional one (1) year periods at the expiration of the the initial Term and any then-current Term, unless and until either party delivers notice of termination to the other party at least ninety (90) days in advance of expiration of the then-current Term. The parties acknowledge and agree to memorialize the Commencement Date in a separate written letter agreement, and attach it to this Agreement as Schedule 7.1 within three (3) days of CMST occupying the Premises.

7.2 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.

7.3 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.

7.4 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 advance written notice of its intent to terminate one hundred twenty (120) days prior to the date of termination.

7.5 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.

**8. OWNERSHIP OF IMPROVEMENTS; SURRENDER OF PREMISES.**

**8.1** During the Term, CMST shall have the sole and exclusive ownership of and right to depreciate CMST's costs and expense of construction of any improvements upon the Premises including any alterations, repairs or replacements of any improvements thereon.

**8.2** On the last day of the Term or upon the earlier termination of this Agreement, CMST shall (subject to the other provisions of this Agreement) peaceably surrender the Premises, clean and in good order and condition, ordinary wear and tear excepted. CMST may remove from the Premises all movable furniture, trade fixtures, equipment, machinery or unique, identifying marks or such other items of personal property which have been furnished and installed by CMST at CMST's expense. Any of CMST's property not so removed shall be deemed abandoned. Any damage caused by the removal of property by CMST shall be repaired by and at CMST's expenses; provided, however, the foregoing shall not be construed to require CMST to repair screw or nail holes in the Premises or to repaint or redecorate same.

**9. CASUALTY.**

**9.1** Within ninety (90) calendar days after the date of a fire or other casualty damaging or destroying substantially all of the Premises ("Casualty Event"), other than due to the fault of CMST, the Parish shall provide CMST with written notice of the Parish's commitment to repair, rebuild or restore the Premises or its commitment or desire not to repair, rebuild or restore the Premises. If CMST does not receive the foregoing notice from the Parish within ninety (90) calendar days after the date of the Casualty Event, CMST may, at its option and in its discretion, terminate this Agreement. If the damage is such that repairs can be completed within one hundred eighty (180) days (calculated from mobilization to completion of repairs) and the Parish notifies CMST in writing within the foregoing time period, that it elects to make such repairs, the Parish shall, thereafter, commence and diligently pursue to completion the procurement of, notice to proceed and construction management of an approved scope of work in a good and workmanlike manner using commercially reasonable methods and means in compliance with Louisiana law.

**9.2** In the event of partial loss by a Casualty Event, CMST shall in good faith reasonably determine if the remaining undamaged portion of the Premises is sufficient to conduct CMST's day-to-day operations and will provide the Parish with written notice of this determination within sixty (60) calendar days after the date of the Casualty Event. If CMST in good faith determines that it can continue to conduct its day-to-day business operations in the undamaged portion of the Premises and repairs can be completed by the Parish, or its designee, within one hundred eighty (180) days (calculated from mobilization to completion of repairs), then CMST shall, thereafter, commence and diligently pursue to completion the approved scope of work in a good and workmanlike manner using commercially reasonable methods and means in compliance with the Legal Requirements.

**9.3** If all or a material portion of the Premises are so damaged by the Casualty Event as to be rendered untenable and necessary repairs cannot be made within one hundred eighty (180) days (calculated from mobilization to completion of repairs), then the Parish shall notify CMST of the same and CMST may, at its option, terminate this Agreement.

**10. INDEMNITY.**

**10.1 CMST.** To the fullest extent permitted by law, and subject to 10.2 below, CMST will indemnify, defend, and hold harmless the Parish and Foundation and each of its officials, agents, employees, insurers, self-insurance funds, and assigns (the "Parish/Foundation Indemnified Parties") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Parish/Foundation Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the CMST, its agents, subcontractors, or employees while engaged in CMST's operations at the Premises or the Parks during CMST-reserved events and for any and all claims and/or liens for labor, services, or materials furnished to CMST in connection with the Premises or the Parks during CMST-reserved events.

**10.2 Parish/Foundation.** To the fullest extent permitted by law, Parish and Foundation will indemnify, defend, and hold harmless CMST and each of its board members, agents, employees, insurers and assigns (the "CMST Indemnified Parties") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the CMST Indemnified Parties: for loss of life or injury or damage to persons or property occurring at or on the Parks, except during CMST-reserved events at the Parks; the fire engine installed within the Kids Town portion of the Parks, except during CMST-reserved events including the fire engine; and/or arising from or relating to any act or omission by the Parish and/or Foundation, its agents, subcontractors, or employees at or on the Parks or the fire engine installed within the Kids Town portion of the Parks.

**10.3 Limitation.** Each party's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the parties to be indemnified, provided that none of the indemnifying parties, nor any of their officials, board members, agents, subcontractors, or employees, contributed to such gross negligence or willful misconduct.

**11. CONTRACTUAL VALIDITY AND MISCELLANEOUS PROVISIONS.**

**11.1** 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.

**11.2** 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.

**11.3** 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 22<sup>nd</sup> 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.

**11.4** 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.

**11.5** 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.



- 11.6 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.
- 11.7 Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.
- 11.8 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.
- 11.9 Each party (the "Indemnifying Party") agrees to indemnify and hold harmless the other and its officers, directors, employees, agents, and contractors (the "Indemnified Party"), 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, imposed on an Indemnified Party on account of or arising out of any action taken by an Indemnifying Party as a result of the Indemnifying Party's performance of its obligations under this Agreement.
- 11.10 While in the performance of services or carrying out obligations herein, CMST shall be acting in the capacity of an independent contractor and not as an employee of the Parish. No party shall be obliged to any person, firm or corporation for any obligations of the other party arising from the performance of its services under this Agreement. Neither party shall be authorized to represent the other party with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless done so in writing by the other party.
- 11.11 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.
- 11.12 In the event of default, each party shall be responsible for its own attorney fees and costs.
12. **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.
13. **NO PERSONAL LIABILITY OF SIGNATORY REPRESENTATIVE BELOW.** 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.
14. **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 CMST:

Lisa Z. Barnett  
Children's Museum of St. Tammany, Inc.  
P.O. Box 5351  
Covington, LA 70434

If to Foundation:

Bruce Wainer, President  
Tammany Trace Foundation  
321 Veterans Memorial Blvd  
Suite 201  
Metairie, LA 70005

with required copy to:

Brian D. Grubb  
Coats Rose  
365 Canal Street, Suite 800  
New Orleans, Louisiana 70130

If to Parish:

President Patricia P. Brister  
St. Tammany Parish Government  
P.O. Box 628  
Covington, LA 70434



15. **CALENDARING AND RESERVATION OF THE PARKS BY PARISH AND FOUNDATION.** CMST shall make available its calendar of events for the Parks to the Parish, its Department of Facilities Management, and the Foundation. Parish and/or Foundation may, subject to availability and upon proper advance written notice to CMST, reserve usage of the Parks for Parish and/or Foundation-reserved events without any sums being due to CMST.
16. **COOPERATION.** The parties hereto shall execute and deliver such further documents and do such further acts and things as shall be necessary to effectuate the purposes of this Agreement.

(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 this 5<sup>th</sup> day of November 2016 in the presence of the undersigned witnesses.

WITNESSES:



  
Printed: Anne Piskovich  
  
Printed: Amy M. Labrude

ST. TAMMANY PARISH GOVERNMENT

BY:   
Patricia P. Brister  
Parish President

THUS DONE AND SIGNED effective as of this 5<sup>th</sup> day of November 2016 in the presence of the undersigned witnesses.

WITNESSES:



  
Printed: Anne Piskovich  
  
Printed: Amy M. Labrude

CHILDREN'S MUSEUM OF ST. TAMMANY, INC.

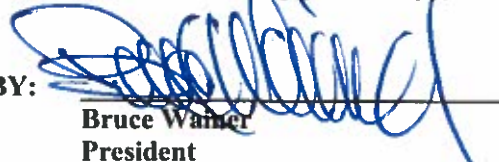
BY:   
Lisa Z. Barnett  
President

THUS DONE AND SIGNED effective as of this 5<sup>th</sup> day of November 2016 in the presence of the undersigned witnesses.

WITNESSES:

  
Printed: Anne Piskovich  
  
Printed: Amy M. Labrude

TAMMANY TRACE FOUNDATION

BY:   
Bruce Warner  
President

**EXHIBIT "A"**

(insert Building C plans)

KOOP DRIVE (SIDE)

ASPHALT WALKING PATH

TAMMANY TRACE BIKE TRAIL

**REVISIONS:**

1. ADDITIONAL NOTES TO THE GENERAL NOTES
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10. ADDITIONAL NOTES TO THE GENERAL NOTES

**GENERAL NOTES:**

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMMANY PARISH, LOUISIANA, SPECIFICATIONS FOR CONSTRUCTION.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMMANY PARISH, LOUISIANA, SPECIFICATIONS FOR CONSTRUCTION.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMMANY PARISH, LOUISIANA, SPECIFICATIONS FOR CONSTRUCTION.
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6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMMANY PARISH, LOUISIANA, SPECIFICATIONS FOR CONSTRUCTION.
7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMMANY PARISH, LOUISIANA, SPECIFICATIONS FOR CONSTRUCTION.
8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMMANY PARISH, LOUISIANA, SPECIFICATIONS FOR CONSTRUCTION.
9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMMANY PARISH, LOUISIANA, SPECIFICATIONS FOR CONSTRUCTION.
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**VERGES ROME**  
 535 N. Caroline Avenue, Suite 105  
 New Orleans, Louisiana 70119  
 Tel: 504.581.7734 Fax: 504.581.7743  
 www.VergesRome.com  
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**TAMMANY TRACE KIDS' TOWN  
 NEW CONSTRUCTION**

2149 KOOP DRIVE  
 TAMMANY PARISH, LOUISIANA

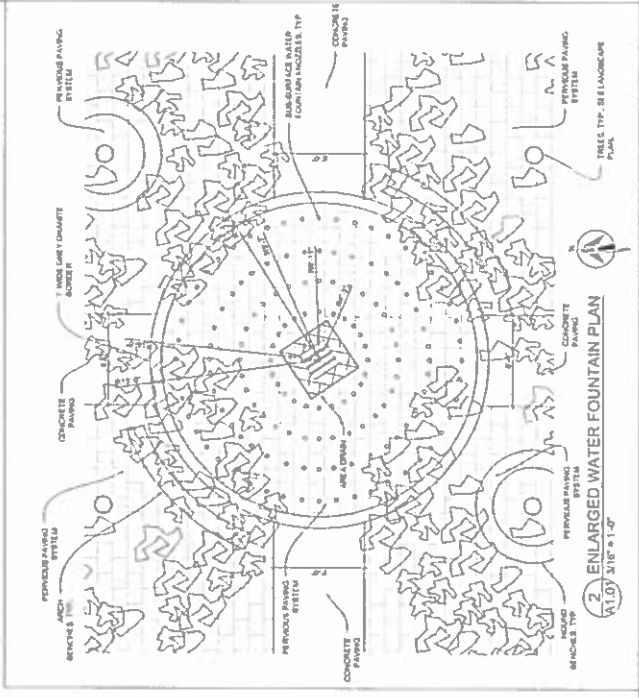
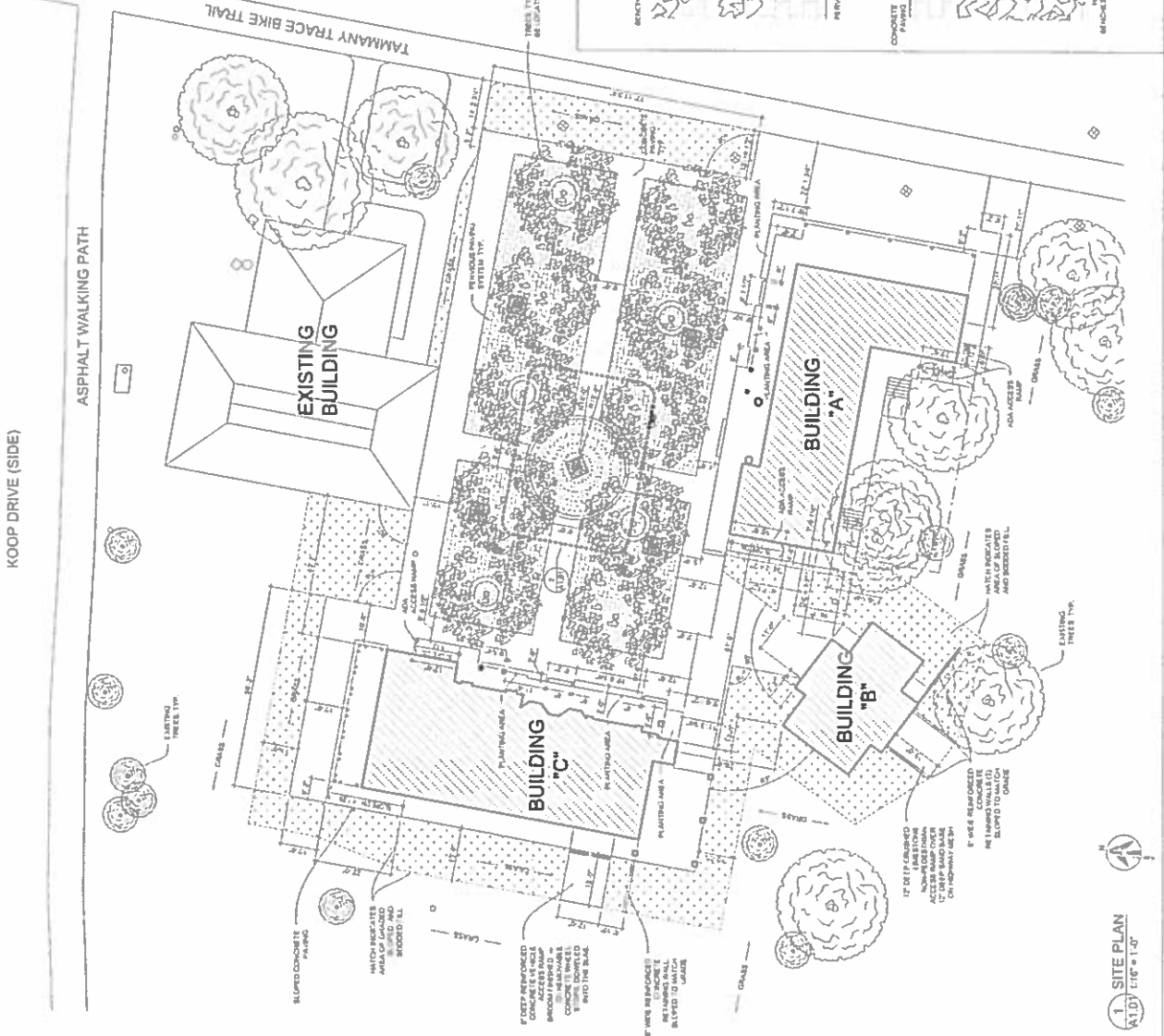
DATE ISSUED:	07/20/2010
DESIGNED BY:	VERGES ROME
DRAWN BY:	VERGES ROME
CHECKED BY:	VERGES ROME
SCALE:	AS SHOWN
PROJECT:	TAMMANY TRACE KIDS' TOWN

**CONSTRUCTION DOCUMENTS**

**13021**

**SITE PLAN**

**A1.01**



**TAMMANY TRACE KIDS' TOWN  
 NEW CONSTRUCTION**

21499 KOOP DRIVE

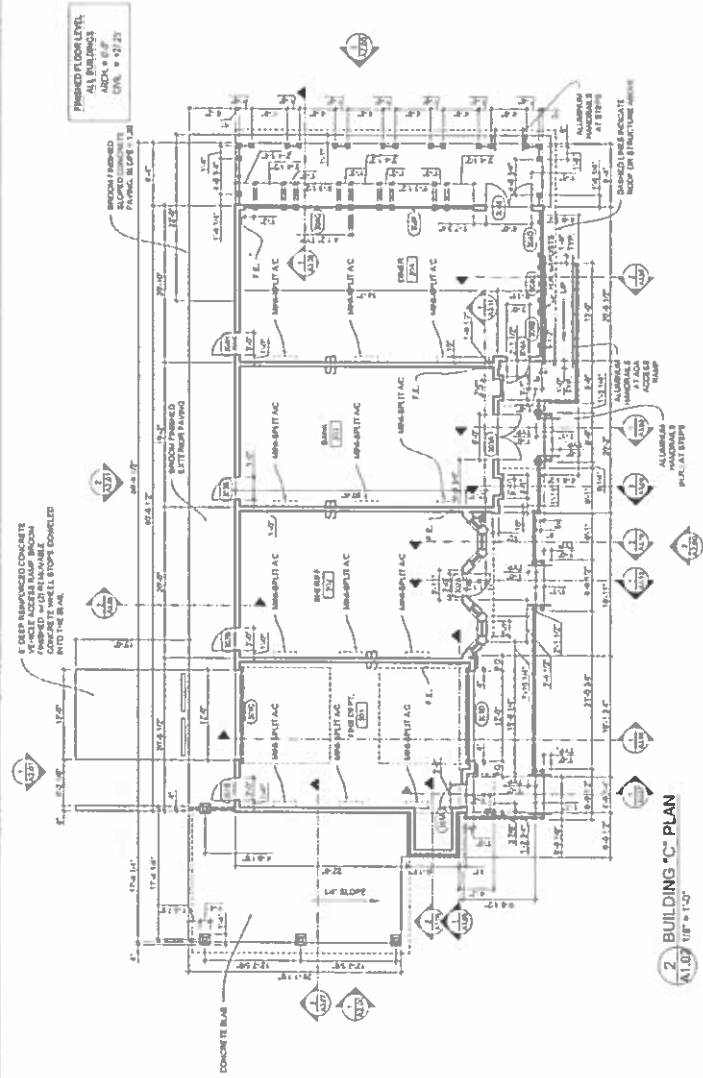
DATE ISSUED: 07/15/2011  
 REVISIONS:  
 REVISION:  
 REVISION:  
 DRAWN BY:  
 CHECKED BY:  
 PROJECT:

**CONSTRUCTION  
 DOCUMENTS**

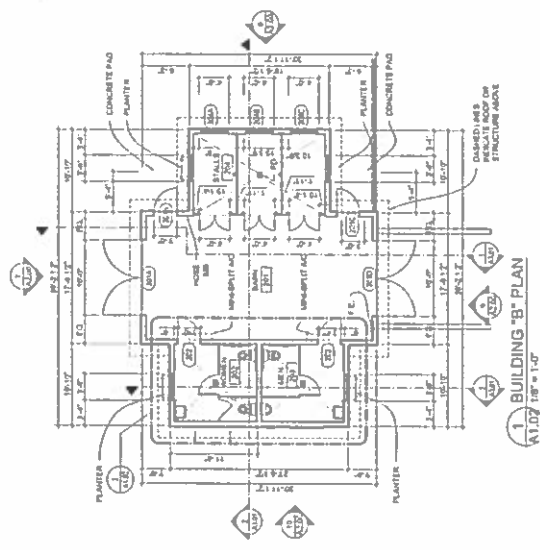
**13021**

**FLOOR PLANS**

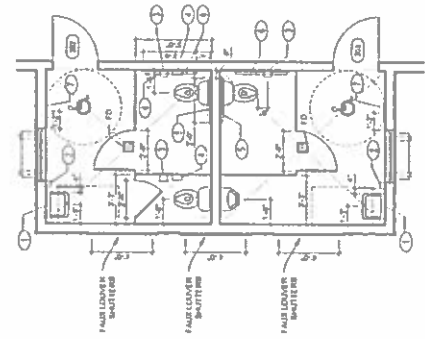
**A1.02**



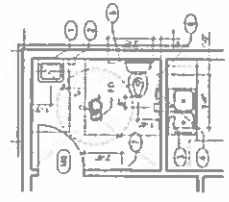
**2. BUILDING 'C' PLAN**  
 1/8" = 1'-0"



**1. BUILDING 'B' PLAN**  
 1/8" = 1'-0"



**3. ENLARGED RESTROOM PLAN**  
 1/4" = 1'-0"



**4. ENLARGED RESTROOM PLAN**  
 1/4" = 1'-0"

- 07/15/11 (07/11)
1. UNPAVED CONCRETE, COLOR TO BE SELECTED BY ARCHITECT
  2. ALL INTERIOR WALLS SHALL BE 5/8" THICK CONCRETE BLOCK WITH INTERIOR FINISH AND TRAILING
  3. ALL INTERIOR WALLS SHALL BE 5/8" THICK CONCRETE BLOCK WITH INTERIOR FINISH AND TRAILING
  4. ALL INTERIOR WALLS SHALL BE 5/8" THICK CONCRETE BLOCK WITH INTERIOR FINISH AND TRAILING
  5. ALL INTERIOR WALLS SHALL BE 5/8" THICK CONCRETE BLOCK WITH INTERIOR FINISH AND TRAILING
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  11. ALL INTERIOR WALLS SHALL BE 5/8" THICK CONCRETE BLOCK WITH INTERIOR FINISH AND TRAILING
  12. ALL INTERIOR WALLS SHALL BE 5/8" THICK CONCRETE BLOCK WITH INTERIOR FINISH AND TRAILING
  13. ALL INTERIOR WALLS SHALL BE 5/8" THICK CONCRETE BLOCK WITH INTERIOR FINISH AND TRAILING
  14. ALL INTERIOR WALLS SHALL BE 5/8" THICK CONCRETE BLOCK WITH INTERIOR FINISH AND TRAILING
  15. ALL INTERIOR WALLS SHALL BE 5/8" THICK CONCRETE BLOCK WITH INTERIOR FINISH AND TRAILING
  16. ALL INTERIOR WALLS SHALL BE 5/8" THICK CONCRETE BLOCK WITH INTERIOR FINISH AND TRAILING
  17. ALL INTERIOR WALLS SHALL BE 5/8" THICK CONCRETE BLOCK WITH INTERIOR FINISH AND TRAILING
  18. ALL INTERIOR WALLS SHALL BE 5/8" THICK CONCRETE BLOCK WITH INTERIOR FINISH AND TRAILING
  19. ALL INTERIOR WALLS SHALL BE 5/8" THICK CONCRETE BLOCK WITH INTERIOR FINISH AND TRAILING
  20. ALL INTERIOR WALLS SHALL BE 5/8" THICK CONCRETE BLOCK WITH INTERIOR FINISH AND TRAILING

TOILET ROOM ACCESSORY SCHEDULE	
REF. NO.	ITEM DESCRIPTION
1	MIRROR WITH STAINLESS STEEL FRAME (11" x 30")
2	SURFACE MOUNTED SOAP DISPENSER
3	TOILET PAPER DOUBLE ROLL DISPENSER
4	30" ADA GRAB BAR
5	RECESSED PAPER TOWEL DISPENSER w/ TRASH BIN
6	HOT USED
7	HOT USED

NOTE: CONTRACTOR TO INSTALL WOOD BLOCKING AT ALL LOCATIONS OF TOILET ACCESSORIES

ITEMOUNTING HEIGHT

42" TO BOTTOM OF REFLECTING SURFACE

42" TO DISPENSER NOZZLE

18" AFF. TO CENTERLINE

18" AFF. TO CENTERLINE

36" AFF. TO CENTERLINE

36" AFF. TO CENTERLINE

48" MAX. TO TOWEL OPENING

**TAMMANY TRACE KIDS' TOWN  
NEW CONSTRUCTION**

MANDEVILLE, LOUISIANA

21493 KOOP DRIVE

DATE ISSUED:	07/24/2014
DESIGNED BY:	VERGES ROME
REVISED BY:	
CHECKED BY:	WHA 08/01/14
PROJECT:	BR

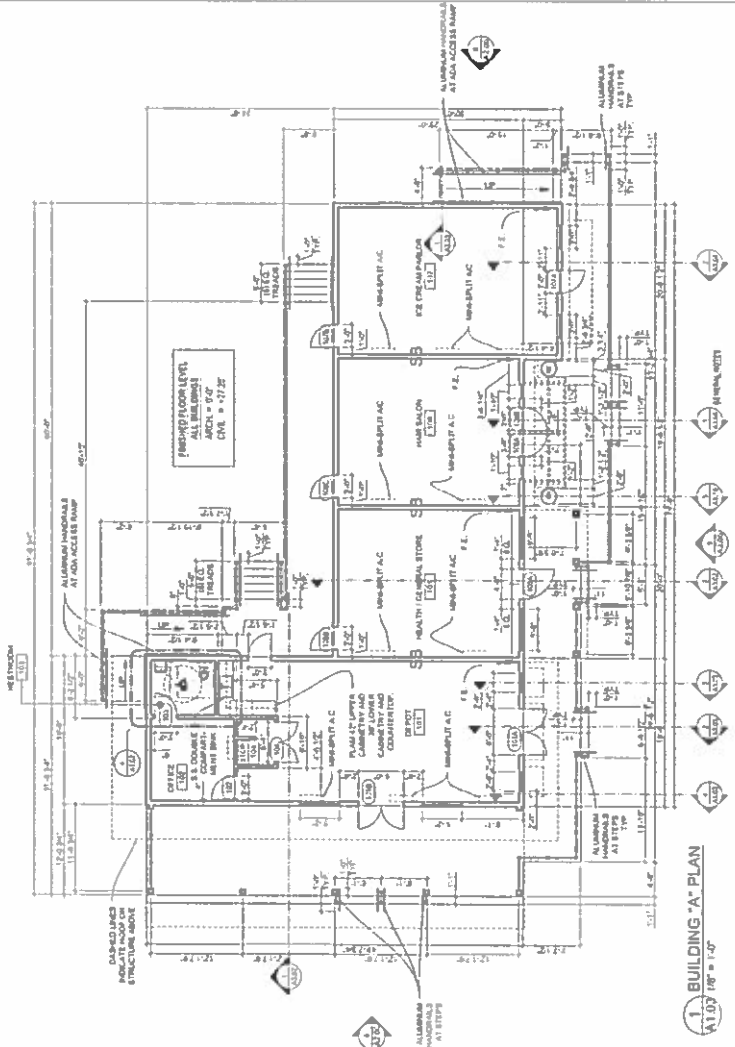
**CONSTRUCTION DOCUMENTS**

**13021**

**FLOOR PLANS**

**A1.03**

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.
3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.
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**EXHIBIT "B"**

CMST shall include the following language on tickets issued by CMST to attendees at CMST-reserved events at the entirety of the Parks:

*"Ticket holder voluntarily assumes all risks incidental to events for which this ticket is issued and waives all claims against CMST and St. Tammany Parish Government which arise therefrom. Admission is subject to compliance with all applicable laws and rules. Failure to comply with applicable laws or rules may result in refusal of admission or expulsion."*

For those events that CMST reserves the entirety of the Parks but does not issue tickets, CMST will post notices on its social media and at the event, that state:

*"You voluntarily assume all risks incidental to the event for which you are attending and waive all claims against CMST and St. Tammany Parish Government which arise therefrom. Admission is subject to compliance with all applicable laws and rules. Failure to comply with applicable laws or rules may result in refusal of admission or expulsion."*