

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN
ST. TAMMANY PARISH GOVERNMENT AND
THE CITY OF MANDEVILLE
(Mandeville Bypass Road)**

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, 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 Patricia P. Brister, Parish President, duly authorized (hereinafter referred to as "Parish"); and

THE CITY OF MANDEVILLE, a political subdivision of the State of Louisiana, whose mailing address is 3101 East Causeway Approach, Mandeville, Louisiana 70448, represented by and through Donald J. Villere, Mayor, duly authorized (hereinafter referred to as "City").

WHEREAS, Parish will acquire the necessary right of way, mitigation and engineering for the undertaking of construction for the "Mandeville Bypass Road", which begins at Highway 1088 and extends south along the east side of Pelican Park to Highway 190 in Mandeville (hereinafter, the "Project"); and

WHEREAS, the addition of the Mandeville Bypass Road will improve traffic flows at and along Florida Street/Hwy 190 through the City of Mandeville; and

WHEREAS, the City desires to contribute certain funds towards the design, engineering and construction of the Mandeville Bypass Road for the traffic benefits being provided to the City; and

WHEREAS, City and Parish are parties to a Sales Tax Enhancement Plan dated September 20, 1990, as amended (collectively, the "Growth Management Agreement"), which provides for City and Parish entering into joint projects to construct roads and provide funding therefore through application of the two (2%) percent sales tax dedicated to road constructions/improvements; and

WHEREAS, the Mandeville Bypass Road will traverse Mandeville's Growth Management Area, Annexation Area One and Annexation Area Two, as such terms are defined in the Growth Management Agreement; and

WHEREAS, Parish and City desire to enter into this Agreement to address the rights and responsibilities of each party.

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 design and construction of a public road in St. Tammany Parish. The parties have determined that (a) the expenditure of public funds pursuant to this Agreement is for a public purpose that comports with a governmental purpose that Parish and City may pursue; (b) the expenditure, taken as a whole, is not gratuitous; and (c) Parish and City have a reasonable expectation of receiving at least equivalent value in exchange for the expenditure.

2. OBLIGATIONS OF CITY

2.1 City's Contribution. City shall contribute to Parish a maximum of two million and no/100 (\$2,000,000.00) dollars for the design, engineering and/or construction of the Project (the "City's Contribution").

2.2 Disbursement of City's Contribution.

2.2.1 The Parish shall provide the summary page of the design, engineering and/or construction payouts, identifying the total cost and percent completion of design, engineering and/or construction costs to the completion of the Project. The Parish shall identify the City's share, which shall be used as an invoice for payment to the Parish for services rendered.

2.2.2 The City shall pay twenty (20%) percent of the design, engineering and/or construction cost(s), up to the maximum of two million and no/100 (\$2,000,000.00) dollars, in such installments as submitted by Parish pursuant to Section 2.2.1. Such payment(s) shall be issued to Parish as soon as reasonably possible following receipt of Parish's request for reimbursement.

3. OBLIGATIONS OF ST. TAMMANY PARISH

3.1 The Project shall be managed by Parish, in Parish's discretion, as the party ultimately responsible for completion of the Project.

3.2 Notwithstanding the funding provided by City herein, Parish shall have the obligation to raise, secure, collect and/or obtain the funds necessary to complete the Project.

3.3 Parish shall not attempt to reduce and/or remove the funding for the Project as shown its 2014 and 2015 capital budgets.

3.4 Parish shall, on its own and also upon request by City, provide updates on status of Project from time to time.

- 3.5 Parish shall procure contractors, as deemed necessary and/or desirable by Parish, for the design, engineering and/or construction of the Project in the manner required by Louisiana law and Parish's procedures.
- 3.6 Parish shall administer the contract(s) with contractor(s) for all matters pertaining to the Project, from initial conception of the Project through acceptance of the Project and opening of the Mandeville Bypass Road to public use.
- 3.7 Parish shall, in good faith, endeavor to complete the Project. Should the Project not reach completion in any event and for any reason, Parish shall return any portion of the City's Contribution received by Parish but not disbursed to Parish's contractors. Further, Parish shall provide City with copies of all designs, engineering studies, construction plans and other documents funded, in whole or part, with City's Contribution. Thereafter, City may, at its sole election, continue the Project at its expense through completion.

4. TERMINATION AND BINDING NATURE

- 4.1 The term of this Agreement shall commence at full execution and extend for the performance period of the Project (a) through acceptance of the Mandeville Bypass Road and close-out or (b) three (3) years following the date of full execution of this Agreement, whichever occurs earlier (the "Term").
- 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 The continuation of this Agreement is contingent upon the appropriation of funds by Parish and/or City to fulfill the requirements of the Agreement and/or Project. If the Parish and/or City fail to appropriate sufficient monies to provide for the continuation of this Agreement and/or Project, or if such appropriation is reduced by the veto 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 and/or Project, 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 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.

- 5.3 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.
- 5.4 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.
- 5.5 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.
- 5.6 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.

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. DEFENSE AND INDEMNITY

Parish agrees to defend, indemnify and hold harmless the City and its officers, directors, employees, agents, contractors, vendors and all others, of and from and against any and all liability including, but not limited to, claims, demands, losses, suits, damages, judgments, costs and expenses whether, indirect or consequential and including, but not limited to, all fees, expenses and charges of attorneys and other professionals, as well as court costs and expenses, for any actions or inactions arising out of, in connection with, or that may arise as a result of the Parish's obligations pursuant to this Agreement, whether such claims are made by way of indemnity, contribution, subrogation or otherwise.

9. 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 Donald J. Villere
The City of Mandeville
3101 East Causeway Approach
Mandeville, LA 70448

If to Parish:

President Patricia P. Brister
St. Tammany Parish Government
P.O. Box 628
Covington, LA 70433

(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 4-21-2015 2015 in the presence of the undersigned witnesses

WITNESSES

Amy Laborde
Amy Laborde
Walter M. Smith

ST. TAMMANY PARISH GOVERNMENT

BY: Patricia P. Brister
Patricia P. Brister
Parish President

THUS DONE AND SIGNED effective as of April 13, 2015 in the presence of the undersigned witnesses

WITNESSES

Marlaine Peacey
MARLAINE PEACEY
Douglas Schmidt
DOUGLAS SCHMIDT

THE CITY OF MANDEVILLE

BY: Donald J. Villere
Donald J. Villere
Mayor