

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE
ST. TAMMANY PARISH GOVERNMENT AND
THE ST. TAMMANY PARISH GRAVITY DRAINAGE DISTRICT NO. 5
(Audit Cost Reimbursement)**

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

ST. TAMMANY PARISH GRAVITY DRAINAGE DISTRICT NO. 5, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 628, Covington, Louisiana 70434, represented by and through Martin W. Gould, Jr., its Vice Chairman and Treasurer, duly authorized (hereinafter referred to as "GDD#5").

WHEREAS, GDD#5 has incurred expenditures for audit costs for the fiscal year 2013; and

WHEREAS, GDD#5 lacks a funding source for operations and/or overhead expenses; and

WHEREAS, Parish desires to assist GDD#5 with these audit costs.

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 financial support benefitting a drainage district, which provides drainage system operations, maintenance and services to the citizens of 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 may pursue; (b) the expenditure, taken as a whole, is not gratuitous; and (c) Parish has a reasonable expectation of receiving at least equivalent value in exchange for the expenditure.

2. **OBLIGATIONS OF GDD#5**

2.1 GDD#5 has procured obligations costing four thousand (\$4,000.00) dollars to conduct an audit of its financial statements for fiscal year ending December 31, 2013. Said costs are more fully described on the invoice attached hereto as Exhibit "A" (the "Audit Costs").

2.2 Attached hereto as Exhibit "B" is GDD#5's cancelled check evidencing its payment of the Audit Costs.

2.3 GDD#5 shall comply with all applicable governmental laws, rules, regulations, licensing and requirements.

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

3.1 Payment. Parish will fund the Audit Costs in the maximum amount of four thousand (\$4,000.00) dollars for the Term. Costs eligible for payment under this Agreement are limited to the Audit Costs. Any unused funds remaining at expiration of the Term shall be retained and/or reallocated by Parish and shall not be disbursed to GDD#5. Eligible payments are those directly attributable to the Audit Costs.

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 end following issuance of payment by Parish for the Audit Costs (the "Term").

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.
- 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 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.
- 5.9 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 GDD#5:

St. Tammany Parish Gravity Drainage District No. 5
P.O. Box 628
Covington, LA 70433

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 March 26, 2015 in the presence of the undersigned witnesses.


WITNESSES:





ST. TAMMANY PARISH GOVERNMENT


BY:




Patricia P. Brisler
Parish President

THUS DONE AND SIGNED effective as of June 1, 2015 in the presence of the undersigned witnesses.

WITNESSES:

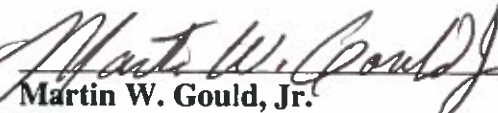




Martin Hiles

ST. TAMMANY PARISH GRAVITY
DRAINAGE DISTRICT NO. 5

BY:



Martin W. Gould, Jr.
Vice Chairman and Treasurer

EXHIBIT "A"
AUDIT COSTS



BRENT A. SILVA, CPA, APAC

Brent A. Silva, CPA
A Professional Accounting
Corporation

June 16, 2014

Mr. Majure Savell, Secretary/Treasurer
St. Tammany Parish Gravity Drainage District No. 5
PO Box 628
Covington, Louisiana 70434

To invoice for professional services rendered through the above date in connection with the following:

Audit of the financial statements as of December 31, 2013 and for the fiscal year then ended

\$ 4,000.00

www.bsilva-cpa.com • 1427 W. Causeway Approach, Suite B • Mandeville, Louisiana 70471
Office 985-624-6788

EXHIBIT "B"
PAYMENT EVIDENCE



Check Image

Account Public Funds Interest On
C...5874
Check Number 235
Posted Date 07/18/2014
Check Amount \$4000.00

ST TAMMANY PARISH 0394
GRAVITY BRANAGE DISTRICT B
513 BOWENWOOD DRIVE
COVINGTON, LA 70002

Date July 18, 2014 235

Pay to the Order of Robert S. L... \$ 4,000.00

Four thousand and no/100

Capital One

2013 AUDIT

⑆065000070⑆008 0⑆ 45874⑆ 001⑆

[Signature]

⑆065000070⑆008 0⑆ 45874⑆ 001⑆

NO OTHER PAYEE INFORMATION ON THIS CHECK

[https://banking1.capitalone.com/olb-web/accountDetails/printCheckImages?sortorder=\\$sortorder&sortkey=\\$sortkey...](https://banking1.capitalone.com/olb-web/accountDetails/printCheckImages?sortorder=$sortorder&sortkey=$sortkey...)