

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE
ST. TAMMANY PARISH GOVERNMENT AND THE ST. TAMMANY LEVEE,
DRAINAGE, AND CONSERVATION DISTRICT
(Startup Assistance)**

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 LEVEE, DRAINAGE, AND CONSERVATION DISTRICT, a political subdivision of the State of Louisiana, whose mailing address is 21490 Koop Drive, Mandeville, Louisiana 70471 represented by and through Rykert O. Toledano, Jr., its Chairman, duly authorized as per Board Resolution (hereinafter referred to as "District").

WHEREAS, the District was created by Act No. 303 of the 2014 session of the Louisiana Legislature to establish, construct, operate, or maintain flood control works related to a hurricane protection, tidewater flooding, saltwater intrusion, and conservation to protect the citizens of St. Tammany Parish within the boundaries of the coastal zone pursuant to R.S. 49:214.24; and

WHEREAS, Parish desires to provide support to District to ensure that certain operations related to the statutory duties of District are carried out; and

WHEREAS, District has proposed an initial budget to Parish, a copy of which is attached hereto as Exhibit "A" (the "Budget"); and

WHEREAS, Parish desires to contribute funding and provide office space to District in furtherance of District's obligations.

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 - GENERAL**. The parties to this Agreement acknowledge and agree that the public purpose for this Agreement is to assist in the establishment of a comprehensive levee, drainage and conservation system as well as a coastal restoration and flood protection system within the boundaries of the coastal zone pursuant to R.S.

49:214.24. The parties have determined that (a) the expenditure of public funds and usage granted pursuant to this Agreement is for a public purpose that comports with a governmental purpose that Parish may pursue; (b) the expenditure and use, taken as a whole, is not gratuitous; and (c) Parish has a reasonable expectation of receiving at least equivalent value in exchange for expenditure and use.

2. **PUBLIC PURPOSE – DEDICATED FUNDS.** A portion of the funds to be provided by Parish may be received from Parish’s ad valorem “Drainage Tax”, whose Proces Verbal states:

Shall the Parish of St. Tammany, State of Louisiana (the “Parish”), continue to levy a special tax of two and seventeen hundredths (2.17) mills on all property subject to taxation in the Parish (an estimated \$3,193,136 reasonably expected at this time to be collected from the levy of the Tax for an entire year), for a period of ten (10) years, commencing with the year 2011 and ending with year 2020, for the purpose of improving, maintaining, constructing, bulkheading and bridging drainage ways, drainage ditches, drainage channels, and drainage canals within the Parish?

The parties to this Agreement acknowledge and agree that the purpose for this Agreement and the work to be performed by District as directed by Act 303 comports with the Drainage Tax proposition including operating funds outlined in the attached budget.

3. **OBLIGATIONS OF DISTRICT**

3.1 **CPRA Funding.** It is acknowledged that the District shall continue to pursue grant funds of fifty thousand and no/100 (\$50,000.00) dollars from the Coastal Protection and Restoration Authority, State of Louisiana (hereinafter, “CPRA”) for start-up funding.

3.2 **Office Space.** District shall utilize the Office Space (as defined below) in furtherance of its’ functions as stated in Act 303 regarding hurricane protection, tidal flooding, riverine flooding, saltwater intrusion, and/or conservation, including cooperation with other entities in furtherance of same.

3.2.1 Except for the matters that are the responsibility of Parish, District shall use reasonable efforts to keep the Office Space in proper sanitary condition, not commit waste or permit waste and maintain the Office Space in a clean, good quality, well cared for manner at all times throughout the Term (as defined below), reasonable wear and tear excepted.

3.2.2 Any alterations to the Office Space shall be done only with the prior written consent of Parish.

3.2.3 District and Parish agree that the lease value of the Office Space, being provided to the District will be offset by the value of the services provided by the District. District accepts the Office Space in its present condition.

3.3 District will provide documentation of all monies spent pursuant to its Budget and request reimbursement from Parish, in the form required by Parish's Department of Finance. All requests for reimbursement must be submitted timely, supported by adequate documentation (i.e.: invoices, cancelled checks and/or other supporting documents required by Parish) and approved by Parish before reimbursement will be made. Reimbursement will be made only from approved documentation, in Parish's reasonable discretion and upon approval payment will issue within thirty (30) days.

3.4 Subject to the agreement of both parties, District shall carry in full force and effect at all times during the term 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 St. Tammany Parish Government, its elected and appointed officials, 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, as well as from claims under the Louisiana Workers' Compensation Act arising out of the performance of the duties and obligations as required by Act 303.

3.4.1 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, Business Automobile 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.

3.4.2 District shall have St. Tammany Parish Government 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 St. Tammany Parish Government. 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. District shall present evidence of said insurance coverages to the Parish on or before the commencement of this Agreement, and thereafter annually on or before each policy expiration.

3.5 District shall comply with all applicable governmental laws, rules, regulations, licensing and requirements.

4. OBLIGATIONS OF PARISH

4.1 Reimbursement. Parish will fund this agreement in the maximum amount of one hundred thousand and no/100 (\$100,000.00) dollars for the Term (the "Parish Funds"). Any unused Parish Funds remaining at expiration of the Term shall be retained and/or reallocated by Parish and shall not be disbursed to District. Term shall be defined as a one year period beginning with the execution of this agreement as stipulated in Section 5.1 of this agreement.

4.2 Reimbursement Limitations. Costs eligible for reimbursement under this Agreement are limited to items included in the Budget. District's invoices shall have supporting documentation attached evidencing costs, proofs of payment and shall be submitted to Parish's Department of Finance and approved by Parish before reimbursement will be made. Reimbursement will be made only from approved documentation, in Parish's reasonable discretion.

4.2.1 District will provide documentation of all monies spent for the professional services (including but not limited to consulting, legal, accounting and Administrative service) and request payment from Parish in the form required by Parish's Department of Finance. All request must be submitted timely, supported by adequate documentation (i.e.: invoices, other supporting documents required by the Parish which support the disbursement request, and an acknowledgment that the services have been completed and approved) and approved by Parish before payment will be made.

4.2.2 Following payment by the District to its professional service provider(s), District shall provide Parish's Department of Finance with copies of all cancelled checks pertaining to the payment of the invoice.

4.3 Office Space. Parish shall allow District use of Suite C located on the sixth (6th) floor of Parish's Towers Building located at 520 Old Spanish Trail, Slidell, Louisiana, 70458, containing approximately four hundred eighty nine and 7/10ths (489.7) square feet (the "Office Space").

4.3.1 Parish shall pay for electrical, water and sewer utilities servicing the Office Space during the Term.

4.3.2 Parish shall provide janitorial services and janitorial supplies during the Term.

4.3.3 Parish shall provide administrative, legal and staffing support to the extent required to begin performing the District duties.

5. TERMINATION AND BINDING NATURE

- 5.1 The term of this Agreement shall begin on the date of full execution by both parties hereto and end on one (1) calendar year thereafter (the "Term"). No Term renewal or extension shall be provided without the express written consent of Parish, in Parish's sole discretion.
- 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 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.
- 5.4 Should any party elect with or without cause to terminate this Agreement for any reason prior to the expiration of the Term, the party electing to terminate shall provide written notice of its intent to terminate thirty (30) days prior to the date of termination.
- 5.5 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.

6. CONTRACTUAL VALIDITY AND MISCELLANEOUS PROVISIONS

- 6.1 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.
- 6.2 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.
- 6.3 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.

- 6.4 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.
- 6.5 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.
- 6.6 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.
- 6.7 Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.
- 6.8 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. Said obligations may include, but not be limited to, procurement/public bid requirements, open meetings laws, public record requests and audit requirements.
- 6.9 District agrees to indemnify and hold harmless the Parish 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 District's obligations under this Agreement, whether such claims are made by way of indemnity, contribution, subrogation or otherwise. Under no circumstances shall the District be responsible for indemnity, contribution, subrogation, strict liability or any negligence for which the Parish is legally responsible.
- 6.10 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.

7. 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.

8. 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.

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 District:

Rykert O. Toledano, Jr. Chairman
St. Tammany Levee, Drainage, and Conservation District
21490 Koop Drive
Mandeville, LA 70471

If to Parish:

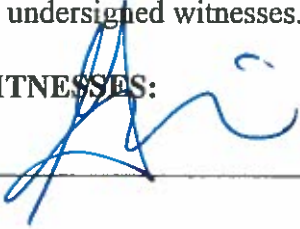
President Patricia P. Brister
St. Tammany Parish Government
P.O. Box 628
Covington, LA 70433

(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 11-5-2015, 2015 in the presence of the undersigned witnesses.

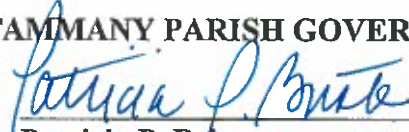
WITNESSES:





ST. TAMMANY PARISH GOVERNMENT

BY:



Patricia P. Brister
Parish President

THUS DONE AND SIGNED effective as of November 5, 2015 in the presence of the undersigned witnesses.


WITNESSES:


Sherril Montgomery

Susan LeBlanc

ST. TAMMANY LEVEE, DRAINAGE, AND CONSERVATION DISTRICT

BY:



Ryker O. Toledano, Jr.
Chairman

Exhibit "A"
Budget
(See Attached)

Many Levee Board / Annual Operating Budget - 2016

Line Item / Cost Account	Cost Sub-Account	Jul-15	Aug	Sept	Oct	Nov	Dec	Jan-16	Feb	Mar	Apr	May
		Budgeted	Budgeted	Budgeted	Budgeted	Budgeted	Budgeted	Budgeted	Budgeted	Budgeted	Budgeted	Budgeted
Digging - Seminars, etc.		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel Expense		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fuel		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair & Maint		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance - Liability		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance - ROL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance Comp		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consulting - Misc Support		\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Legal		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounting		\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300
Administrative Services		\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Participation - Per Mtg		\$ 675	\$ 675	\$ 675	\$ 675	\$ 675	\$ 675	\$ 675	\$ 675	\$ 675	\$ 675	\$ 675
Utilities		\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
Purchase		\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reproduction		\$ 2,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Postage		\$ 125	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25
Communications		\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300
Development		\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hosting / Maint		\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300
Insurance		\$ 16,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,500	\$ -	\$ -	\$ -	\$ -
Misc		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Equipment		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Member Vehicle		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Salaries		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Labor Burden		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lease Expense		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utilities		\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
Janitorial		\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
Travel - Continuing Educ		\$ -	\$ -	\$ 2,250	\$ -	\$ -	\$ 2,250	\$ -	\$ -	\$ -	\$ -	\$ -
Books and Publications		\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Fulfillment / Professional		\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -
Monthly Totals		\$ 25,500	\$ 6,400	\$ 59,400	\$ 4,900	\$ 4,900	\$ 59,400	\$ 21,400	\$ 4,900	\$ 59,400	\$ 4,900	\$ 4,900

St Tammany Levee Board / Annual Operating Budget 2015

Line Item Number	Budget Line Item / Cost Account	Cost Sub-Account	Line Item Forecast Assumptions / Explanations
1	Travel & Lodging - Seminars, etc.		Estimated for (4), 2-day seminars, with (2) people each => (16) *(\$100-hotel+\$50-meals+200 miles rmd trip @ \$.55 per mile=\$110)=\$7360, PLUS (1) addl out of town trip with (2) (\$1,110 for airfare and car)-\$1710>>>>shown quarterly / Assumption is that seminars are free /showing only two qtrs
2	Board Vehicle Expense	Fuel	
3		Repair & Maint	
4		Insurance - Liability	Assumed no Board vehicles for this budget period
5		Insurance - ROL	
6		Insurance Comp	
7	Professional Fees	Consulting/Misc Support	40 hrs @.175=\$7,000
8		Legal	TBD
9		Accounting	Estimated at \$1,000 per year
10		Administrative - Contracted	No exec director / \$300 per Meeting for admin support at mtg (+) interim to meetings
11	Board Participation - Per Mtg	"Per Diem"	(9) Commissioners @ \$75/mtg = \$675/mtg
12	Office Supplies		\$100 per month for miscellaneous
13	Office FF&E - Purchase		One-time expense
14	Printing / Reproduction		Initial \$1,000 for business cards and stationery / Reproduction of project material, etc= \$1,000/mo.
15	Banking Fees		Checks, then nominal amount
16	Telecommunications	Internet Access / Phone #	Monthly costs
17	Web Site	Development	One time charge
18		Hosting / Maint	Monthly costs
19	Board Insurance	Errors & Omissions / Liability	Annual Premium - E&O (\$5,000); Liability coverage is to include: Board Commissioner liability as a Board member (\$1,500); Genl Liability (\$10,000) = \$16,500
20	Insurance - Misc	Office Equipment	TBD
21		Brd Mem Vehicle	TBD
22	Admin Staff	Salaries	TBD
23		Labor Burden	TBD
24	Office Space	Lease Expense	TBD
25		Utilities	Monthly costs
26		Janitorial	Monthly costs
27	Board Member - Continuing Educ		Understood to mean coursework required by State or other governing body in order to maintain commissioner status - estimated at (9) * 250 /yr
28	Subscriptions and Publications		Monthly costs / includes membership fees in consortiums, regional organizations, etc.
29	Goal One Fulfillment / Professional Services		Anticipated spend for complimenting technical assistance to the Board in order to achieve its stated Goal 1 of a complete assesemnt of the threats across our Coastal Zone