COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN
ST. TAMMANY PARISH GOVERNMENT, THE CITY OF SLIDELL
AND ST. TAMMANY PARISH SCHOOL BOARD
(Water Line Installation)

This Cooperative Endeavor Agreement ("Agreement") is made and entered into on the
date of execution of the last authorized signatory, pursuant to the 1974 Louisiana Constitution
Article VII Section 14(C) wherein government 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, whose mailing address is P.O. Box 628, Covington, LA 70434,
herein appearing by and through Patricia P. Brister, its Parish President, duly
authorized (hereinafter referred to as "Parish"); and

THE CITY OF SLIDELL, a municipality of the State of Louisiana, whose
mailing address is 2055 Second Street, Slidell, LA 70458, represented by and
through Freddy Drennan, Mayor, duly elected and authorized (hereinafter referred
to as "City"); and

ST. TAMMANY PARISH SCHOOL BOARD, a political subdivision of the
State of Louisiana, whose mailing address is P.O. Box 940, Covington, LA
70434, herein appearing by and through W.L. "Trey" Folse, III, its
Superintendent, duly authorized (hereinafter referred to as "School Board");

Parish, Slidell and/or School Board may hereinafter be collectively referred to as
"Parties" or individually as a "Party."

WITNESSETH

WHEREAS, School Board is the owner of certain property on which Little Oak Middle School
and Boyet Junior High School are located, specifically identified as 59241 Rebel Drive, Slidell
LA 70461 and 59295 Rebel Drive, Slidell, LA 70461, respectively, as well as all improvements
thereon (hereinafter the "Property"); and

WHEREAS, in accordance with the plans prepared by Kyle Associates, LLC, dated May 22,
2015 and labeled as Project No. 1485, the School Board seeks to tie the Property into Slidell's
community water and/or sewerage utility services through the installation and construction of
certain infrastructure (a copy of said plans is attached hereto and made a part hereof as Exhibit
"A," and hereinafter referred to as the "Plans"); and
WHEREAS, the proposed Plans specifically include, but are not limited to, the installation and construction of an eight (8") inch water line, and related appurtenances and improvements, within certain Parish right(s)-of-way, specifically Coral Street, N. Pearl Drive and Rebel Drive, and the tying in of the same to Slidell’s existing utilities located south of the Property; and

WHEREAS, the locations of the proposed eight (8") inch water line, and related appurtenances and improvements, and the subject Parish right(s)-of-way, are more specifically depicted on the Plans; and

WHEREAS, School Board and/or its duly authorized agents and assigns plan to install and construct the aforementioned water line, and related appurtenances and improvements, as detailed in the Plans and in this Agreement; and

WHEREAS, upon the completion of the construction and installation of the foregoing, Slidell and/or its duly authorized agents and assigns plan to maintain and operate the aforementioned water line, and related appurtenances and improvements, as detailed in the Plans and in this Agreement; and

WHEREAS, in furtherance of said purposes, Slidell, School Board and/or their duly authorized agents and assigns now seek authorization to enter the subject Parish right(s)-of-way, specifically Coral Street, N. Pearl Drive and Rebel Drive; and

WHEREAS, Parish wishes to accommodate Slidell and School Board and to grant Slidell, School Board and/or their duly authorized agents and assigns a right of entry to the subject Parish right(s)-of-way, for the installation, construction, maintenance and operation of a water line, and related appurtenances and improvements, in accordance with all terms and conditions contained herein; and

WHEREAS, the Parties agree and recognize the mutual benefits that will inure to them through this Agreement and further desire to enter into this Agreement for the purpose of setting out each Party’s duties and obligations in furtherance of the foregoing; and

NOW THEREFORE, in consideration of the mutual covenants as hereinafter set forth, the Parties agree as follows:

1. **PUBLIC PURPOSE.** The parties to this Agreement acknowledge and agree that the public purpose for this Agreement is for the providing of necessary utility services to Little Oak Middle School and Boyet Junior High School, both of which are St. Tammany Parish School Board facilities. The parties have determined that (a) the usage allowed 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 usage granted.
2. **OBLIGATIONS OF PARISH**

2.1 **Grant of Non-Exclusive Servitude.** Parish shall and hereby grants, conveys, transfers and delivers unto Slidell, School Board and/or their duly authorized agents and assigns the non-exclusive and limited authority to enter Parish right(s)-of-way on Coral Street, N. Pearl Drive and Rebel Drive for the installation, construction, maintenance and operation of an eight (8") inch water line, and related appurtenances and improvements, in and under said right(s)-of-way, as more fully depicted on the Plans attached as Exhibit "A" (also hereinafter referred to as the "Infrastructure"). Said Infrastructure shall be used for the purpose of tying the Property into existing Slidell utility services. Parish shall deliver the premises and/or right of entry to Slidell and School Board, which shall accept the same, in "AS IS, WHERE IS" condition, without any warranty whatsoever. This Agreement shall not be construed to create any rights beyond the terms, conditions and periods set forth in this Agreement, except as provided herein.

2.2 The rights of entry herein granted by Parish to School Board and Slidell are for a perpetual term, and which term shall begin on the date of execution of this Agreement by all Parties hereto. However, said rights conveyed shall not be exclusive, and Parish reserves the right to grant the use of said right(s)-of-way to any person, at any time and for any lawful purpose not in conflict with the terms herein set forth. It is further stipulated and agreed that Parish, its successors and assigns shall have the right to use said right(s)-of-way, provided such use does not reasonably interfere with the rights herein granted under this Agreement.

2.3 Parish shall comply with all terms and conditions set forth in the Plans and this Agreement, as well as applicable governmental laws, rules, regulations, licensing and requirements.

3. **OBLIGATIONS OF SCHOOL BOARD**

3.1 **Plans and Specifications**

3.1.1 **Preliminary Plan.** Prior to the commencement of any work or obligations pursuant to this Agreement, School Board shall submit, or cause to be submitted, for Parish’s approval, plans and specifications for the installation and construction of the Infrastructure and the tie-in of the same to Slidell’s existing utility services. Said plans will be submitted at no charge to Parish.

3.1.2 **As-Built Plan.** Upon substantial completion of the Infrastructure, School Board will submit to Parish “as-built” plans and specifications of the installation and construction of the subject Infrastructure and the tie-in of the same to Slidell’s existing utility services. In addition, School Board will also submit said “as-built” plans to Parish in electronic Auto-Cad and PDF formats. Said plans will be submitted at no charge to Parish.
3.2 School Board and/or its duly authorized agents and assigns are hereby authorized to enter the Parish right(s)-of-way on Coral Street, N. Pearl Drive and Rebel Drive for the installation and construction of an eight (8") inch water line, and related appurtenances and improvements thereto, and the tying in of the same to Slidell’s existing ten (10") inch water line on N. Pearl Drive, and as further detailed in the Plans. The Infrastructure contemplated by this Agreement shall be installed in substantial compliance with the Plans, the terms and conditions of this Agreement, and further in conformity with all applicable industry standards, laws and regulations, whether federal, state and/or municipal, and matters of record.

3.3 It is expressly agreed and acknowledged that this Agreement does not transfer any ownership rights to School Board, except as expressly stated herein, and grants no rights whatsoever, or corresponding obligations thereto, to begin actual work under this Agreement. School Board shall file any and all applications for permits and/or notices for the purpose of satisfying any federal, state or local government application permitting or notice requirements which might serve as a condition precedent to the installation and construction of the subject Infrastructure. It is further agreed and acknowledged that the granting and approval of this Agreement does not relieve School Board of its duty to obtain all necessary permits, licenses, authority and the payment of fees required by any other city, parish, state or federal rules, laws or regulations, prior to the commencement of any work pursuant to this Agreement.

3.4 In performing any work pursuant to this Agreement, School Board shall ensure as follows:

3.4.1 Such work causes minimum interference with the proper use of the Parish right(s)-of-way, and with the rights and reasonable convenience of property owners who own property that adjoins said right(s)-of-way;

3.4.2 Such work shall not unnecessarily or unreasonably obstruct said Parish right(s)-of-way; and

3.4.3 Such work shall not unreasonably endanger or interfere with the safety of persons or property in the area.

3.5 School Board shall perform any work or obligations contemplated by this Agreement in a manner resulting in the least amount of damage to the subject Parish right(s)-of-way. School Board will be required to use bore or directional drilling wherever possible as related to any installation or construction projects which lie beneath the paved or improved portion of any right(s)-of-way to which this Agreement applies, unless otherwise expressly approved by Parish in writing.
3.6 School Board agrees to indemnify and hold harmless Parish and its officers, directors, employees, agents, contractors, vendors and all others, of, 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 either party's performance herein, whether such claims are made by way of indemnity, contribution, subrogation or otherwise.

3.7 School Board shall comply with all terms and conditions set forth in the Plans and this Agreement, as well as applicable governmental laws, rules, regulations, licensing and requirements.

3.8 No compensation will be owed by Parish to School Board, and/or its duly authorized agents or assigns, for any work or obligations undertaken pursuant to this Agreement.

4. OBLIGATIONS OF SLIDELL

4.1 Operation and Maintenance. At all times during this Agreement and subsequent to the expiration of this Agreement, Slidell shall operate and maintain, as necessary, any and all Infrastructure installed pursuant to this Agreement, whether located in, over or upon the subject Parish right(s)-of-way. Said Infrastructure shall at all times be kept and maintained in a safe and suitable condition, and in good order and repair.

4.2 It is expressly agreed and acknowledged that this Agreement does not transfer any ownership rights to Slidell, except as expressly stated herein, and grants no rights whatsoever, or corresponding obligations thereto, to begin actual work under this Agreement. Slidell shall file any and all applications for permits and/or notices for the purpose of satisfying any federal, state or local government application permitting or notice requirements which might serve as a condition precedent to the maintenance or operation of the subject Infrastructure. It is further agreed and acknowledged that the granting and approval of this Agreement does not relieve Slidell of its duty to obtain all necessary permits, licenses, authority and the payment of fees required by any other city, parish, state or federal rules, laws or regulations, prior to the commencement of any work pursuant to this Agreement.

4.3 In performing any work pursuant to this Agreement, Slidell shall ensure as follows:

4.3.1 Such work causes minimum interference with the proper use of the Parish right(s)-of-way, and with the rights and reasonable convenience of property owners who own property that adjoins said right(s)-of-way;
4.3.2 Such work shall not unnecessarily or unreasonably obstruct said Parish right(s)-of-way; and

4.3.3 Such work shall not unreasonably endanger or interfere with the safety of persons or property in the area.

4.4 Slidell shall perform any work or obligations contemplated by this Agreement in a manner resulting in the least amount of damage to the subject Parish right(s)-of-way. Slidell will be required to use bore or directional drilling wherever possible as related to any maintenance or operation projects which lie beneath the paved or improved portion of any right(s)-of-way to which this Agreement applies, unless otherwise expressly approved by Parish in writing.

4.5 Slidell agrees to indemnify and hold harmless 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 either party's performance herein, whether such claims are made by way of indemnity, contribution, subrogation or otherwise.

4.6 Slidell shall comply with all terms and conditions set forth in the Plans and this Agreement, as well as applicable governmental laws, rules, regulations, licensing and requirements.

4.7 No compensation will be owed by Parish to Slidell, or its duly authorized agents or assigns, for any work or obligations undertaken pursuant to this Agreement.

5. **TERMINATION AND BINDING NATURE**

5.1 The term of this Agreement shall begin on the date of execution of the last authorized signatory hereto, and shall end on the date of completion of the installation of the subject Infrastructure, or one (1) calendar year hereafter, whichever occurs first (the “Term”). No Term renewal or extension shall be provided without the express written consent of Parish, in Parish's sole discretion. Notwithstanding the foregoing, Parish shall and hereby grants to Slidell and/or School Board a non-exclusive, perpetual right of use for the maintenance and operation of the Infrastructure, whether located in, over or upon the subject Parish right(s)-of-way, as detailed above in Section 2.1.

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 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 thirty (30) days prior to the date of termination.

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 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.

6.3 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.

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

6.5 Each party shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, the Louisiana Code of Government Ethics (LSA R.S. 42:1101, et seq.) and the quasi-public agency audit and reporting requirements by the Louisiana Legislative Auditor (LSA R.S. 24:513A(1)(b)(iv), et seq.) in carrying out the provisions of this Agreement.

6.6 **Severability.** In the event that any one or more provisions of this Agreement is for any reason held to be 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 determined by a Court or body 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.

6.7 **Force Majeure.** No Party shall be liable for any failure to perform or delay in performance due to any contingency beyond its reasonable control, including without limitation, act of God, act or omission of any civil or military authority,
fire, tempest, flood, earthquake, volcanic activity, epidemic, quarantine restriction, labor dispute (e.g. lockout, work stoppage or slow down or strike), embargo, war, political strife, riot, delay in transportation, compliance with any regulation or directive of any national, state or local government, or any department or agency thereof, or any other cause which despite the exercise of reasonable diligence the effected party is unable to overcome. The effected Party's performance hereunder shall be excused to the extent delayed or prevented by such contingency, and the time for performance shall be extended for a period equal to the time lost by reason thereof.

6.8 Upon receipt of reasonable notice, not to be less than ninety (90) days, and except where emergency conditions require shorter notice, School Board and/or Slidell shall, at their own expense, protect, support, temporarily disconnect, relocate in the subject Parish right(s)-of-way, or remove from said right(s)-of-way, any property of School Board and/or Slidell when lawfully required by Parish by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, and installation of sewers, drains, gas or water pipes, electrical or telecommunications lines when such installation or construction is being done directly by or for Parish. Should either party refuse or fail to remove its equipment or property as provided for herein within ninety (90) days after written notification, Parish shall have the right to do such work or cause it to be done, and the reasonable cost thereof shall be chargeable to said party.

6.9 **Environmental and Regulatory Compliance.** If and as required under this Agreement, School Board and Slidell shall comply with all applicable codes, regulations and rules and all appropriate federal, state and local agencies relative to sewage collection, sewage treatment, water production, water treatment and water distribution. School Board and Slidell further agree to coordinate with any and all local, state and/or Federal authorities to obtain any environmental clearances necessitated by and through the performance of this Agreement.

6.10 If during the course of the installation, construction, operation or maintenance of the subject Infrastructure there occurs a disturbance of Parish right(s)-of-way, School Board and/or Slidell shall, at its own expense, replace and restore such right(s)-of-way to a condition substantially similar to the condition of said right(s)-of-way existing immediately prior to such disturbance, to the satisfaction of Parish.

6.11 School Board and Slidell shall complete any work under this Agreement, as well as the restoration of Parish right(s)-of-way as required herein, within the dates specified by any permits authorizing such work, or as otherwise agreed by the Parties. Any such work shall be undertaken according to the standards of and with materials specified or approved by the Parish Engineering Department.
School Board and Slidell shall be responsible for the payment and satisfaction of any and all outstanding liens, privileges, charges or related assessments arising out of work or obligations undertaken by each respective party pursuant to this Agreement.

School Board and Slidell shall secure and present proof of such insurances on the form or forms acceptable to St. Tammany Parish Government, Office of Risk Management, prior to the issuance of any applicable Work Order by the Engineering Division of the Parish Planning and Development Department, and as more specifically set forth in Exhibit “B.” However, should any work performed by or on behalf of School Board and/or Slidell include exposures that are not covered by those insurance coverages set forth in Exhibit “B,” said parties are not relieved of their obligations to maintain appropriate levels and types of insurance necessary to protect themselves, their agents and employees, their subcontractors, St. Tammany Parish Government, and all other interested third parties, from any and all claims for damage or injury made in connection with any work or obligations undertaken pursuant to this Agreement.

Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

This Agreement shall inure to the benefit of the successors and assigns of the Parties.

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.

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.

RELATIONSHIP OF THE PARTIES
Nothing in this Agreement shall be construed as creating a partnership, joint venture, corporation or association between the parties hereto. Nothing in this Agreement shall further be construed to transfer any regulatory power or authority of the Parish to any party hereto.

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

If to School Board: Superintendent W.L. "Trey" Folsom, III  
St. Tammany Parish School Board  
P.O. Box 940  
Covington, LA 70434

If to Slidell: Mayor Freddy Drennan  
City of Slidell  
2055 Second Street  
Slidell, LA 70458

**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.

(Signature pages to follow.)
WITNESSES:

Anne Paldovitch
Name: Anne Paldovitch

Laurene Ojeda
Name: Laurene Ojeda

ST. TAMMANY PARISH GOVERNMENT

BY: Patricia P. Brister
Parish President
Date: 1-28-16

NOTARY PUBLIC
Print Name: Todd C. Taranto
Notary I.D./Bar No. (As Applicable): 82313
My Commission Expires: at death
WITNESSES:

Christy Coaldey
Name: Christy Coaldey

Amit Liberto
Name: Amit Liberto

ST. TAMMANY PARISH SCHOOL BOARD

BY: W. L. "Trey" Folse, III
Superintendent
Date: July 26, 2016

NOTARY PUBLIC

Print Name: 

Notary I.D./Bar No. (As Applicable): 

My Commission Expires: 

DAVID S. PITTMAN
Notary Public
State of Louisiana
Statewide Jurisdiction
Notary ID # 53631
My Commission is for life
EXHIBIT “A”
PLANS FOR WATER AND
SEWER INFRASTRUCTURE

(See attached pages.)
EXHIBIT “B”
INSURANCE COVERAGES AND REQUIREMENTS

1) Minimum Limits of Coverage are as follows:
   a. Commercial General Liability: $1,000,000 each occurrence/per project
      aggregate limit – including, but not limited to, coverage for Products &
      Completed Operations, Contractual, Personal Injury, Advertising Injury, etc.;
      endorsement for pollution occurrence when applicable;
   b. Business Auto Liability: $1,000,000 combined single limit – including
      coverage for “any autos,” or owned, non-owned and hired autos; and
   c. Workers Compensation/Employers Liability: $500,000/$500,000/$500,000 –
      coverage for owners, officers, and/or partners shall be included in the policy
      and a statement of such shall be made by the producer on the face of the
      certificate provided.

2) The “Comment” section on the Certificate of Insurance shall make reference of the
   project(s) and location(s), as follows: Project or Resolution Number (###-###),
   Physical Location, including name of Street, Subdivision, Ward No., and District
   No..

3) Any certificate shall make reference as to a Hold Harmless being in favor of St.
   Tammany Parish Government.

4) St. Tammany Parish Government shall be named as an additional insured by policy
   endorsement on the General Liability and Auto Liability.

5) All policies shall provide an endorsement for a Waiver of Subrogation in favor of St.
   Tammany Parish Government.

6) Issuing insurer(s) shall provide thirty (30) days written notice to St. Tammany Parish
   Government in case of policy cancellation or substantial policy change; said notice
   shall be sent to: St. Tammany Parish Government, Office of Risk Management,
   P.O. Box 628, Covington, LA 70434.

7) All insurance policies shall be kept in full force and effect during the entire
   construction period and shall continue in effect until such time as School Board,
   Slidell and/or their duly authorized agents and assigns have fulfilled any and all
   obligations pursuant to the Agreement; renewal certificates for any expiring policies
   shall be furnished to St. Tammany Parish Government, without prompting.

8) Insurance companies must be authorized to do business in the State of Louisiana
   and have a Best rating of at least “A-Class/Category VII”.

9) It shall be the responsibility of School Board, Slidell and/or their duly authorized
   agents and assigns to require that these insurance requirements are met by all
   contractors and sub-contractors performing work in any right(s)-of-way on behalf of
   said parties and/or other third parties. School Board, Slidell and/or their duly
   authorized agents and assigns shall further ensure the Parish is named as an
   additional insured on all insurance policies provided by any contractor or sub-
   contractor throughout the duration of the project.