

1 Introduced July 22, 2008, by Councilman
2 Canada, seconded by Councilman Hursey,
3 (by request of Administration)

4 **RESOLUTION R08-44**

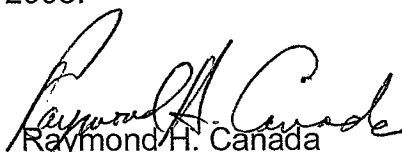
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6 A resolution authorizing the Mayor to execute a Cooperative Endeavor
7 Agreement with St. Tammany Parish relative to CDBG funds and the Summit Fremaux
8 project.

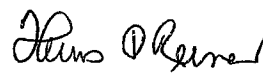
9 WHEREAS, Louisiana Constitution Article VII, Section 14 provides for
10 cooperative endeavor agreements between public entities for a public purpose; and
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12 WHEREAS, the City of Slidell desires to enter into such an agreement with
13 St. Tammany Parish relative to the use of CDBG funds for the construction of certain
14 sewer, drainage and water infrastructure.
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17 NOW THEREFORE BE IT RESOLVED by the Slidell City Council that the
18 Mayor is hereby authorized to execute a Cooperative Endeavor Agreement in the form
19 attached hereto and made a part hereof.
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22 **ADOPTED** this 22nd day of July, 2008.

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26 Raymond H. Canada
27 President of the Council
28 Councilman, District E

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30 Thomas P. Reeves
31 Council Administrator
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COOPERATIVE ENDEAVOR AGREEMENT

BY AND BETWEEN THE PARISH OF ST. TAMMANY AND THE CITY OF SLIDELL

STATE OF LOUISIANA
PARISH OF ST. TAMMANY

BE IT KNOWN, that on this _____ day of _____, 2008, the following parties: **ST. TAMMANY PARISH GOVERNMENT**, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 628, Covington, Louisiana, 70434, herein appearing by and through Kevin C. Davis, Parish President, duly authorized by law (hereinafter referred to as "Parish" and "District" respectively); and **THE CITY OF SLIDELL**, (hereinafter sometimes referred to as "City"), whose mailing address is 2055 Second Street, Slidell, Louisiana, 70458 represented by and through Benjamin O. Morris, its Mayor, duly elected and authorized, as per law, who jointly enter into this Agreement with the intent and desire to better serve the citizens and communities of the Parish and the City to the fullest extent of the law.

WHEREAS, St. Tammany Parish Government is a Grantee under a certain Community Development Block Grant ("CDBG") identified as the Long Term Community Recovery Program which funds are distributed by the Office of Community Development/Disaster Recovery Unit. A copy of the Grant Application is attached as Exhibit "A" and referred to herein as if copied in extensor. In connection with that grant the Parish and the City have agreed that a certain amount of grant funds will be allocated to the City as a sub-grantee to be used by the City for infrastructure improvements; and

WHEREAS, pursuant to Louisiana Constitution Article 7, Section 14(C) the Parish and City may enter into a cooperative endeavor agreement. It is the intent of the parties to enter into this Agreement to govern the relationship of the parties as it relates to the grant described above and the allocation of grant funds to the City by the Parish to be used for water, sewer or drainage projects and other similar projects (hereafter referred to as "Project"); and

WHEREAS, it is the desire of St. Tammany Parish Government to enter into this Cooperative Endeavor Agreement with the City of Slidell regarding the proposed use of a portion of the CDBG funds; and

WHEREAS, St. Tammany Parish Government will approve the use of a portion of the CDBG funds according to the terms contained in this Agreement and in connection with the infrastructure required for the development known as "Summit Fremaux" in the City of Slidell;

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained in this Agreement, the Parties agree and bind their respective Offices as follows:

ARTICLE I. OBLIGATIONS OF THE PARTIES

1. The City shall cause to be submitted all applications or documentation required by any governmental entity for compliance with all applicable laws in connection with the award and use of CDBG funds for the Summit Fremaux Project.
2. The amount of grant funds to be obtained is Two Million and 00/100 Dollars (\$2,000,000.00). The City will act as a sub-grantee for purposes of the expenditure of those funds. Upon sufficient information submitted to the Parish documenting that the CDBG funds will be used by the City in accordance with the grant and application guidelines the Parish will approve the use of the CDBG funds for costs of construction of certain sewer and water infrastructure improvements necessary for the development for the "Summit Fremaux" development in Slidell.
3. The parties covenant and agree to proceed with due diligence to undertake and complete their obligations hereunder.
4. Only those costs, expenses or invoices that are directly related to the construction of the Project are allowed to be paid with grant funds.

ARTICLE II. OWNERSHIP OF PROPERTIES

During construction and after its completion, the City acknowledges and agrees that it is the owner of all improvements and that all improvements shall thereafter be maintained by the City.

ARTICLE III. GENERAL LIABILITY

1. The City agrees to be responsible for the payment of all insurance costs associated with any construction contemplated under this agreement.
2. The City shall maintain a general liability policy naming St. Tammany Parish Government as an additional insured, and shall maintain any policy of insurance which may become necessary during the term of this Agreement including, but not limited to, Building, Building Contents, Builders Risk, Professional Liability, and General Liability. The City shall provide the Parish documentation that the general liability policies naming St. Tammany Parish Government as an additional insured have been purchased before the commencement of any work on the Project described herein. In the event the City fails to

provide said documentation to the Parish, the Parish may opt to purchase any necessary insurance. In the event the Parish has to purchase insurance of any kind on behalf of the City, the Parish shall provide written documentation to the City of the amount it spent on said insurance and same shall be reimbursed to the Parish by the City.

3. The City shall indemnify and hold harmless the Parish against any and all claims, demands, suits, costs, liabilities, liens or judgments for sums of money, and fines or penalties asserted by any party, firm or organization for loss of life, injury or damages to persons or property, growing out of, resulting from, or by reason of any negligent acts, errors, and/or omissions, by City, its agents, servants or employees, while engaged and/or in connection with the obligations of the City contemplated under this Agreement. This provision shall remain in effect indefinitely even after the Parish has disbursed funds totaling Two Million and 00/100 Dollars (\$2,000,000).

ARTICLE IV. TERM OF AGREEMENT

This Agreement shall become effective upon the signing of this Agreement by all parties and shall terminate upon the expenditure of grant funds in the amount of Two Million and 00/100 Dollars (\$2,000,000.00).

ARTICLE V. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana and the laws and ordinances of the Parish and the City.

ARTICLE VI. NOTICES

Any notice or payment required or permitted hereunder shall be in writing and sent by certified mail, overnight express, or personally delivered, addressed to the party to receive the notice as set out below. Each party shall be responsible to notify the other of any change in address or official:

Parish of St. Tammany
c/o Kevin C. Davis, Parish President
P.O. Box 628
Covington, Louisiana 70434

City of Slidell
c/o Benjamin O. Morris, Mayor
P.O. Box 828
Slidell, Louisiana 70459

ARTICLE VII. REMEDIES FOR DEFAULT

Any claim or controversy arising out of this Agreement shall be resolved as per law. Venue and jurisdiction shall be the 22nd Judicial District Court for the Parish of St. Tammany.

ARTICLE VIII. OWNERSHIP

All records, reports, documents and other material delivered or transmitted to the Parish by the City shall remain the property of the Parish and be deemed as "public" for the purposes of disclosure and release.

ARTICLE IX. ASSIGNMENT AND AMENDMENT

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 respective parties.

ARTICLE X. AUDITORS CLAUSE

It is hereby also specifically agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the right to audit all accounts of the City for a period of three (3) years after the effective date of termination of the Agreement. The City shall submit their annual audit to the Parish no later than December 31, 2008 and no later than December 31st in each of the following years.

ARTICLE XI. DISCRIMINATION CLAUSE

The Parties agree to abide by the requirements of the following as applicable: Title VI and VII of Civil Rights Act 1964, as amended by the Equal Opportunity Act 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1972, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. The Parties agree not to discriminate in their respective employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

ARTICLE XII. SEVERABILITY

If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, that portion shall be severable and the remainder shall remain in full force and effect. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to the other person or circumstances shall not be affected thereby, and shall be enforced to the greatest extent permitted by law.

ARTICLE XIII. NO THIRD PARTY BENEFICIARIES

This agreement is intended only for the benefit of the parties hereto and neither this Agreement, nor any of the rights, interests or obligations hereunder, is intended for the benefit of any other person or third party provided that Parish acknowledges that City is entering into a Development Agreement with the developer of the "Summit Fremaux" Project in reliance upon the Parish's agreement hereunder.

ARTICLE XIV. APPEARANCES

The representatives herein and below warrant that he has the requisite authority and permission to enter, sign and bind his Office.

IN WITNESS WHEREOF, the Parish has executed this Agreement as of this _____ day of _____, 2008.

WITNESSES:

Kevin C. Davis, Parish President

IN WITNESS WHEREOF, the City has executed this Agreement as of this _____ day of _____, 2008.