

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE PARISH OF ST. CHARLES
AND
THE LOUISIANA LAND TRUST**

THIS COOPERATIVE ENDEAVOR AGREEMENT ("Agreement") is made and entered into by and between the Parish of St. Charles ("Parish"), herein represented by Parish President V. J. St. Pierre, Jr. and The Louisiana Land Trust ("LLT"), herein represented by Michael B. Taylor, its Executive Director, hereunto duly authorized, to be effective as of the day of 17 AUGUST, 2008 ("Effective Date").

RECITALS

WHEREAS, the Parish is a political subdivision of the State of Louisiana; and

WHEREAS, the Louisiana Land Trust is a non-profit organization formed to manage the properties that have been purchased by the State of Louisiana under the Road Home Program as part of the on-going recovery effort from the damage caused by Hurricanes Katrina and Rita in 2005;

WHEREAS, Hurricanes Katrina and Rita struck the State of Louisiana causing severe damage to the Parish of St. Charles, and the State of Louisiana;

WHEREAS, pursuant to the authority contained in Article 7, Section 14 (C) of the Louisiana Constitution of 1974, and statutory authority supplemental thereto, the State of Louisiana and its political subdivisions, including the Parish, may enter into cooperative endeavors with each other, or with any public or private corporation or individual. The Parish may enter into cooperative endeavors with any public or private association, corporation or individual for activities in support of public purposes.

WHEREAS, the LLT has been designated to hold in trust, manage, maintain and ultimately transfer those properties to the Parishes on behalf of the Road Home Program and the State of Louisiana;

WHEREAS, the Parish and the LLT wish to enter into a Corporative Endeavor Agreement regarding the maintenance, demolition, regulation, taxation and related issues regarding property managed and owned by the LLT;

WHEREAS, the Parish recognizes the benefit of having the LLT manage and maintain the subject properties, and that the LLT is holding these properties in trust for the benefit of the State of Louisiana;

WHEREAS, the Parish recognizes that Article VII, Section 21 of the Louisiana State Constitution of 1974 exempts from taxation public lands and other property used for public

purposes. This general exemption includes all property owned by the State and its political subdivisions;

WHEREAS, the Parish recognizes that Article VII, Section 21 of the Louisiana Constitution also exempts from taxation property owned by a non-profit corporation or association operated exclusively for religious, dedicated places of burial, charitable health, welfare, fraternal or educational purposes;

WHEREAS, the Parish recognizes that it is in the best interest of the health, general welfare, safety and security of its citizens for the LLT to manage and maintain the properties purchased by the State of Louisiana through the Road Home Program, and held in trust by the LLT;

WHEREAS, pursuant to the policies of the Road Home Program, costs incurred by the LLT during its ownership of the properties may be incorporated into the transfer price of the property, when the subject properties are transferred to the Parish.

NOW, therefore, in consideration of the premises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

Section 1. Services to be Performed by LLT. LLT shall perform each of the services as set forth in this Article (collectively, the "Services"):

A. **PROPERTY TAXES**

- i. The Parish agrees that in accordance with the provisions of the Louisiana Constitution, all property purchased by the State of Louisiana under the Road Home Program and managed by the LLT will be exempt from all ad valorem taxes, as such property has been transferred to the LLT and such property is now owned and managed by the LLT for a public purpose. The property is being held by the LLT for the general health and welfare of the citizens of the Parish, and the State of Louisiana;
- ii. The LLT on a monthly basis will provide the Parish with an updated list of all Road Home properties owned by the LLT. A copy of this list will be provided to the Parish, the tax collector for the Parish, the Assessor for the Parish, and the code enforcement agencies of the Parish.

B. **MAINTENANCE OF PROPERTIES**

- i. The LLT agrees to maintain and manage all properties received by the LLT through the Road Home Program, and to inspect all properties managed by LLT on a bi-weekly basis;

- ii. Until such time as the property is sold, the LLT agrees to the best of its ability to ensure that any and all property is secured, complies with all municipal ordinances, municipal laws, local health codes and sanitary codes. The LLT also agrees to inspect those properties on a bi-weekly basis, and to hire the appropriate staff to ensure the properties comply with municipal ordinances, municipal laws and local health and sanitary codes;
- iii. Should property owned and managed by the LLT be found to be in violation of any municipal code, law, or sanitary health regulation, the Parish agrees to notify the LLT in writing via email to an individual(s) designated to receive same. The LLT agrees upon notification that it will work with the Parish to resolve any and all municipal violations;
- iv. Since the property managed by the LLT is owned by the LLT on behalf of the Road Home Program, with the ultimate goal of transferring the property to the Parish, the Parish agrees to exempt the LLT from any and all fines, levees, and penalties that maybe assessed for the violation of any municipal laws, municipal ordinances, health or sanitary regulations; and
- v. In consideration of the exemption, the LLT agrees that after notification, it will correct any and all deficiencies within thirty days and will notify the Parish in writing via email to an individual(s) designated to receive same. that such deficiencies have been corrected.

C. TRANSFER OF ROAD HOME PROPERTIES

- i. Both the LLT and the Parish have agreed that a separate agreement will be executed between the parties detailing how all Road Home properties will be ultimately transferred for final disposition to the Parish.

D. DEMOLITION

- i. Under this Cooperative Endeavor Agreement, the LLT is authorized to demolish properties owned by the LLT. However, the LLT agrees to adhere to all municipal laws and ordinances, with regard to the demolition of residential property. The Parish and LLT recognize that there are certain structures that may pose an imminent danger and will need to be demolished immediately. The Parish and the LLT agree that the parties to this Agreement will mutually decide the most expedient method to demolish such property, and whether or not such property will be demolished by the LLT or the Parish. The Parish and the LLT agree that neither party will unreasonably withhold consent because both parties; recognize the danger in not immediately demolishing structures identified as posing imminent danger to the community.

- ii Under this Cooperative Endeavor Agreement, the LLT is authorized to demolish rehabilitate and fill pools on properties owned by the LLT. Pools are to be considered part of the structure and the LLT agrees to demolish and rehabilitate any pool in accordance with FEMA guidelines and in compliance with the Parish Demolition Plan. The LLT also agrees to adhere to all municipal laws and ordinances, with regard to the demolition of pools. The Parish and LLT recognize that there are certain structures that may pose an imminent danger and will need to be demolished immediately. The Parish and the LLT agree that the parties to this Agreement will mutually decide the most expedient method to demolish such property, and whether or not such property will be demolished by the LLT or the Parish. The Parish and the LLT agree that neither party will unreasonably withhold consent because both parties; recognize the danger in not immediately demolishing structures identified as posing imminent danger to the community.

E. **LIASION**

- i. The Parish shall identify one employee for the Parish who will be responsible for coordinating all activities and/or services with the LLT, and will serve as a liaison between the LLT and the Parish to resolve any and all issues and/or concerns. This liaison will advise the LLT on all issues and concerns involving the Parish before any action is taken, and will assist the LLT in obtaining all necessary approvals.

Section 2. Standard of Care. LLT hereby represents and warrants that it has the requisite skills and expertise necessary to perform the Services. Accordingly, LLT shall be obligated to perform such services with the same degree of care, skill and diligence as would be ordinarily exercised by a competent practitioner of the same profession in which LLT is engaged in providing similar services in major United States metropolitan areas under the same or similar circumstances.

Section 3. Services to be Performed by the Parish. The Parish shall perform each of the following services as set forth in this Article:

- A. Provide administration of the Agreement through the Office of Recovery & Development Administration; and
- B. Provide access to Parish personnel and Parish public records deemed necessary for the performance of the Services by LLT.

Section 4. Representations and Warranties of LLT. LLT represents and warrants that:

- A. LLT has not employed or retained any entity or person, other than a bona fide employee working solely for LLT, to solicit or secure this Agreement nor has LLT paid or agreed to pay any entity or person, other than a bona fide employee, any gift, commission,

percentage, brokerage or any other such fee for the purpose of assisting LLT in securing this Agreement;

- B. LLT, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement and, as such, this Agreement is legally binding upon and enforceable against LLT in accordance with its terms;
- C. LLT is not under any obligation to any other party that would be inconsistent with or in conflict with this Agreement or that would prevent, limit or impair in any way its performance of any obligations hereunder;
- D. LLT has the requisite expertise, qualifications, staff, materials and equipment in place and available to enable it to fully perform the Services and LLT, along with its employees, as required, and all sub-LLTs, if any and as required, possess all necessary permits, licenses, consents, registrations and/or certifications required under federal, state and/or local law to perform the Services;
- E. As of the Effective Date of this Agreement, LLT has no knowledge of any undisclosed fact that could materially adversely affect its condition (financial or otherwise), business operations or its ability to fulfill its obligations under this Agreement;
- F. LLT is not in breach of any federal, state or local statute or regulation applicable to LLT or its operations;
- G. LLT's work shall be accurate and free from any material errors. LLT's duties as set forth in this Agreement shall at no time be in any way diminished by reason of any approval by the Parish nor shall LLT be released from liability by reason of such approval by the Parish—it being understood that the Parish, at all times, is ultimately relying upon LLT's skill and knowledge in performing the Services;
- H. LLT is bonded, if required by law, and fully and adequately insured to for the injury of its employees and any others incurring loss or injury as a result of the actions of LLT or its employees or subLLTs in the performance of its obligations under this Agreement; and
- I. LLT has read and fully understands the terms, covenants and conditions set forth in this Agreement and is executing the same willingly and voluntarily of its own volition.

Section 5. Reliance on Representations, Warranties and Covenants. All representations, warranties, covenants and agreements made in this Agreement are intended to material and shall be conclusively deemed to have been relied upon by the receiving party.

**ARTICLE II
TERM**

Section 1. Initial Term. This Agreement shall commence on the Effective Date and shall continue for a period of twelve months, ending on _____, 2009. It is understood and acknowledged by LLT that the Services described above are expected to be completed within this time period.

Section 2. Renewal. At the option of the Parish, and upon approval by the St. Charles Parish Council, this Agreement may be renewed on an annual basis for no longer than five one-year periods, provided that (A) additional funding, if required, is allocated by Parish and incorporated herein by a duly authorized amendment to this Agreement and (B) the renewal of this Agreement will facilitate the continuity of the services described herein.

**ARTICLE III
RETENTION, ACCESS AND OWNERSHIP OF RECORDS**

Section 1. Retention. LLT agrees to keep all such business records related to, or arising out of, this Agreement as would be kept by a reasonably prudent practitioner of LLT's profession for a period of six (6) years after the termination of this Agreement. All accounting records shall be maintained in accordance with generally accepted principles and practices.

Section 2. Right to Audit; Access. At any time during normal business hours, upon receipt of reasonable notice and as often as the Parish may deem necessary, LLT shall make all data, records, reports and all other materials relating to this Agreement available to the Parish for examination and copying. In addition, LLT shall permit the Parish to audit, and shall cooperate fully in any such audit of, all invoices, materials, payrolls, work papers, personnel records and other data necessary to enable the Parish to verify the accuracy of LLT's invoices for payment for the performance of the Services.

**TITLE IV
INDEMNIFICATION**

Section 1. Duty to Indemnify the Parish Against Loss. To the fullest extent permitted by law, LLT shall protect, defend, indemnify and hold harmless the Parish, its agents, elected officials and employees (collectively, the "Indemnified Parties") from and against all claims, actions, liabilities, losses (including, without limitation, economic losses) and costs, arising out of or related to (a) any actual or alleged act or omission in the performance of the Services by LLT or any subLLT or (b) any act outside the scope of the Services by LLT or any subLLT. By way of illustration—not limitation, LLT's obligation to indemnify Parish shall extend to the following, provided that such claims arise out of or relate to the performance of the Services by LLT: (i) personal injury claims, (ii) property damage or loss claims, (iii) fines or sanctions resulting from violations of any law, statute, ordinance, rule, regulation or intellectual property rights by LLT and (iv) liens, claims or actions made by LLT, any subLLT or any employees thereof under

workers compensation acts, disability benefits acts, other employee benefit acts or any statutory bar.

Section 2. Limit on Duty to Indemnify. Notwithstanding anything to the contrary herein, LLT shall not be required to indemnify the Indemnified Parties for any loss that results from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that LLT or any subLLT did not contribute to such gross negligence or willful misconduct. The duty to indemnify ceases upon transfer of property to the Parish or transfer of property to a private entity or citizen.

ARTICLE V GOVERNING LAW, JURISDICTION AND VENUE

Section 1. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Parish of St. Charles and the State of Louisiana, excepting its conflict of laws provisions.

Section 2. Exclusive Jurisdiction and Venue. For all claims arising out of or related to this Agreement, LLT hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (A) pleas of jurisdiction based upon LLT's residence and (B) right of removal to federal court based upon diversity of citizenship.

ARTICLE VI TERMINATION

Section 1. Termination for Cause. The Parish and LLT shall each have the right to terminate this Agreement for cause, effective immediately upon the giving of written notice to the other party of its intent to terminate and the reasons therefor. If the termination for cause is subsequently challenged in a court of law and if the challenging party prevails, the termination for cause shall be deemed to be a termination for convenience and shall be effective thirty (30) days from the date that the original written notice of termination for cause was given to the challenging party and no further notice shall be required.

Section 2. Termination for Convenience. The Parish and LLT shall each have the right to terminate this Agreement without cause by giving the other party written notice of its intent to terminate at least thirty (30) days prior to the date of termination. In the event the Parish elects to terminate for convenience, the Parish shall be obligated to pay LLT only for those Services performed up to and through the date of termination.

ARTICLE VII NOTICE

Section 1. Any notice, demand, communication or request required or permitted hereunder shall be in writing and may be delivered in person, by certified mail, return receipt requested or by email as follows:

If to the Parish: Timothy J. Vial
Chief Administrative Officer
St. Charles Parish
P.O. Box 302
15045 River Road
Hahnville, LA 70057
e-mail:tvial@stcharlesgov.net

If to LLT: Michael B. Taylor
Louisiana Land Trust
116 South Folk Dr. Bldg. D
Baton Rouge, LA 70816

Section 2. Notices shall be effective when received by each of the above-referenced individuals at the addresses specified above. Each party shall be responsible for notifying the other in writing that references this Agreement of any changes in the respective addresses set forth above.

Section 3. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Parish and LLT.

ARTICLE VIII GENERAL PROVISIONS

Section 1. No Assignment Without Consent. This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other party.

Section 2. Conflict of Interest. LLT agrees to decline any offer of work, whether as an independent LLT or employee, if such work would (a) affect LLT's independent professional judgment with respect to its performance of the Services or (b) in any way interfere with LLT's ability to discharge any of its obligations under this Agreement. The initial determination of whether any offer of work would present such a conflict of interest shall rest with LLT. However, LLT shall be obligated to notify the Parish and provide full disclosure as to any possible adverse effects of such work as it relates to LLT's independent professional judgment or the discharge of any of its obligations under this Agreement. Final decision as to whether any such work proposes a prohibited conflict of interest shall rest with the Parish Attorney for the Parish of Jefferson.

Section 3. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

Section 5. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties, and the parties expressly disclaim any intent to benefit anyone not a party hereto.

Section 6. Remedies Cumulative. No remedy set forth in this Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

Section 7. Complete Agreement. LLT specifically acknowledges that in entering into and accepting this Agreement, LLT relies solely upon the representations and agreements contained in this Agreement and no others. This Agreement supersedes and replaces any and all prior agreements, negotiations and discussions between the parties hereto with regard to the terms, obligations and conditions herein.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the
14 day of August, 2008.

Bertrava Jacob Tucker

PARISH OF ST. CHARLES

V. J. St. Pierre, Jr.
BY: V. J. ST. PIERRE, JR.

DATE: 8/5/08

Carol Carolina

LOUISIANA LAND TRUST

Michael B. Taylor
BY: MICHAEL B. TAYLOR

EXECUTIVE DIRECTOR
DATE: _____