

**AMENDMENT NO. 1
TO
COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN
ST. CHARLES PARISH
AND
SUNSET DRAINAGE DISTRICT**

BE IT KNOWN, that on this _____ day of _____, 2015, by and between

ST. CHARLES PARISH, represented herein by V.J. St. Pierre, Jr., Parish President, 15045 River Road, Post Office Box 302, Hahnville, LA 70057, duly authorized by Ordinance No. _____ adopted on the _____ day of _____, 2015

AND

SUNSET DRAINAGE DISTRICT, represented herein by _____ its President, 15045 River Road, Post Office Box 302, Hahnville, LA 70057, duly authorized by Resolution No. _____ adopted by the Sunset Drainage District Board of Commissions on the _____ day of _____, 2015

HEREBY AGREE THAT:

The Cooperative Endeavor Agreement by and between St. Charles Parish and Sunset Drainage District, Ordinance No 14-10-10, adopted on October 6, 2014 is hereby amended; the 6th Whereas, Article I – Purpose and Intent - paragraph two, Article X – Termination for Cause - C., and Article XI – Termination without Cause and to replace with the following amended wording:

AS WRITTEN:

WHEREAS, the PARISH assumed the governing authority of the DISTRICT and it is in the public's best interest that the assets be transferred and the authority to act on behalf of the DISTRICT be provided to the PARISH; and,

AS AMENDED:

WHEREAS, the PARISH assumed the governing authority of the DISTRICT and it is in the public's best interest that **certain** assets be transferred **to the Parish** and the authority to act on behalf of the DISTRICT be provided to the PARISH; and,

AND

AS WRITTEN:

ARTICLE I – PURPOSE AND INTENT

All DISTRICT monetary assets, property, rights-of-way, servitudes, buildings, structures, equipment, personnel are hereby transferred to the PARISH in exchange for the services and funding provided by PARISH in the furtherance of purpose and intent of this agreement.

AS AMENDED:

ARTICLE I – PURPOSE AND INTENT

All DISTRICT monetary assets, **movable equipment, and** personnel are hereby transferred to the PARISH in exchange for the services and funding provided by PARISH in the furtherance of purpose and intent of this agreement. **All real property, buildings, structures, rights-of-way and servitudes shall remain in the name of the DISTRICT.**

AND

AS WRITTEN:

ARTICLE X – TERMINATION FOR CAUSE

C. Should the DISTRICT cause this Agreement to be terminated, then the DISTRICT SHALL reimburse the PARISH for any capital outlay or capital expenses (less depreciation) associated with the implementation or in the executing of this Agreement and expenses associated with the termination of this agreement; after reimbursement has been received by PARISH the DISTRICT will assume control and ownership of any equipment purchased and any improvements made in furtherance of the purpose of this agreement;

AS AMENDED:

ARTICLE X – TERMINATION FOR CAUSE

C. **Should this Agreement be terminated**, the DISTRICT will assume control and ownership of any equipment purchased **for use in the District**, any improvements made in furtherance of the purpose of this agreement, **and any remaining original movable equipment.**

AND

AS WRITTEN:

ARTICLE XI – TERMINATION WITHOUT CAUSE

Any party may terminate this Agreement without cause or for any reason by giving the other party ninety (90) days written notice in which such notice shall state the date of the party's termination of or withdrawal from this Agreement. The date of termination or withdrawal from this Agreement in the notice shall not be shorter than the ninety (90) days from the date of the notice. The terminating party SHALL reimburse the other party for any capital outlay or capital expenses (less depreciation) associated with the implementation or in the executing of this Agreement and expenses associated with the termination of this agreement; after reimbursement has been received by opposite party the terminating party will assume control and ownership of any equipment purchased and any improvements made in furtherance of the purpose of this agreement;

AS AMENDED:

ARTICLE XI – TERMINATION WITHOUT CAUSE

Any party may terminate this Agreement without cause or for any reason by giving the other party ninety (90) days written notice in which such notice shall state the date of the party's termination of or withdrawal from this Agreement. The date of termination or withdrawal from this Agreement in the notice shall not be shorter than the ninety (90) days from the date of the notice. The terminating party SHALL reimburse the other party for any **legal and interoffice** expenses associated with executing this Agreement and **legal and interoffice** expenses associated with the termination of this agreement; after reimbursement has been received by opposite party the terminating party will assume control and ownership of any equipment purchased and any improvements made in furtherance of the purpose of this agreement.

All other provisions of said Cooperative Endeavor Agreement shall remain as first written.

ST. CHARLES PARISH

WITNESS:

BY: _____

SUNSET DRAINAGE DISTRICT

WITNESS:

BY: _____
