

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN
ST. TAMMANY PARISH RECREATION DISTRICT #12 AND
THE VILLAGE OF FOLSOM**

This Cooperative Endeavor Agreement (“Agreement”) is made and entered into on the day, month and year set forth herein below, pursuant to Article VII, Section 14(C) of the Constitution of the State of Louisiana which provides that political subdivisions may engage in cooperative endeavors for a public purpose, by and among the following parties:

VILLAGE OF FOLSOM, a political subdivision of the State of Louisiana, whose mailing address is 82378 June Street Folsom, La., herein appearing by and through Lance Willie, its Mayor, duly authorized (hereinafter referred to as “The Village”); and

ST. TAMMANY PARISH RECREATION DISTRICT #12, a political subdivision of the State of Louisiana, whose mailing address is 13296 Highway 40 Folsom, La. 70437, herein appearing by and through Jennifer Goings, its Director, duly authorized by the St. Tammany Parish Recreation District Board (hereinafter referred to as “RD12”); and

The above captioned parties hereinafter may be collectively referred to as “Parties” and individually as “Party”, who jointly enter into this Agreement with the intent and desire to better serve all the citizens, the communities of this Parish and adjacent areas and the general public at large to fullest extent of the law:

WHEREAS, RD12 is in need of fresh water to for the Splash Park; and

WHEREAS, The Village provides water to the residents and business’ in the Folsom area; and

WHEREAS, The Village is willing to provide fresh water to RD12 for the Splash Park at no cost to RD12; and

WHEREAS, both the Parties desire to enter into this Agreement for the purpose of setting out each Party’s duties and obligations in the furtherance of this Agreement; and

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:** The Parties acknowledge and agree that the public purpose for this Agreement is to allow for The Village to provide water for the Splash Park located on Village property occupied by RD12. This will provide for the enjoyment of residents of all ages in the Folsom area.

2. RD12 Obligations:

- 2.1 RD12 will construct and maintain the Splash Park.
- 2.2 RD12 will set guidelines for use of the Splash Park.
- 2.3 RD12 is responsible for all maintenance, repairs and upkeep of the Splash Park.

3. The Village Obligations

- 3.1 The Village shall provide RD12 with freshwater for the Splash Park at no cost to RD12.
- 3.2 The Village shall notify RD12 immediately of any problems with the water system in the event the Splash Park must be shut down.
- 3.3 The Village shall provide for all necessary water testing to ensure compliance.

4. **Termination for Convenience:** Either party may terminate this Agreement at any time by giving sixty (60) days written notice.

5. **Term of Agreement:** This Agreement shall commence on the date of execution and shall continue in effect unless terminated as provided in sections 4.

6. **Cancellation Terms:** If this Agreement is canceled, both parties shall work together to make the transition as smooth as possible to not affect the public.

7. **Ownership:** Both parties understand that the Splash Park is owned by RD12 and RD12 has the final responsibility and authority over all operations.

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, as of the dates set forth, below after diligent reading of the whole, in various counterparts.

THUS DONE AND SIGNED on the 8th day of October, 2018 in the presence of the undersigned witnesses.

WITNESSES:

Village of Folsom

[Signature]
Signature

BY: [Signature]
Lance Willie,
Mayor

Jill Mathies
Print Name

[Signature]
Signature

George W. Garrett
Print Name

THUS DONE AND SIGNED on the 9th day of October, 2017 in the presence of the undersigned witnesses.

WITNESSES:

ST. TAMMANY PARISH
RECREATION DISTRICT 12

[Signature]
Signature

BY: [Signature]
Jennifer Goings
Director

Ann R. Prentice
Print Name

[Signature]
Signature

Jeanne L. Williamson
Print Name