ORDINANCE # 2019-06
INTRODUCED BY Rolling
DATE INTRODUCED 1/15/19
ITEM NUMBER 2019-01-03
PUBLIC HEARING 2/5/19
ADOPTED/TABLED 2/5/19 AS AMENDED
EFFECTIVE 2/6/19
BOOK # PAGE #
RECORDATION #
AMENDED BY ORDINANCE #
DATE AMENDED

ADOPTION

INTRODUCTION

AMENDED
CITY OF COVINGTON
STATE OF LOUISIANA

ORDINANCE NUMBER 2019-06

AN ORDINANCE OF THE CITY OF COVINGTON AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH ST. TAMMANY PARISH HOSPITAL DISTRICT NO. 1 RELATING TO A NEW WATER MAIN AND LIFT STATION UPGRADES

WHEREAS, the City of Covington recognizes the importance of St. Tammany Parish Hospital to the community; and

WHEREAS, the City of Covington and St. Tammany Parish Hospital District No. 1 wish to expand the services of the Hospital; and

WHEREAS, the City of Covington and St. Tammany Parish Hospital District No. 1 recognize and agree that it is imperative that any Hospital expansion must be supported by proper infrastructure to ensure the safety, health and welfare of the Hospital's patients and the City's citizens; and

WHEREAS, the City of Covington and St. Tammany Hospital District No. 1 recognize that the all plans for infrastructure must be agreed upon by be beneficial to both entities; and

WHEREAS, St. Tammany Parish Hospital District No. 1 recognizes the importance of the upgrades to the lift station and the addition of the water main, St. Tammany Parish Hospital District No. 1 will make payment to the City of Covington in order to make said improvements and additions to the infrastructure; and

WHEREAS, the Mayor of the City of Covington desires to sign a Cooperative Endeavor Agreement with St. Tammany Parish Hospital District No. 1 to specify the details of all plans for the expansion to ensure the proper and necessary installation and maintenance of infrastructure to support the Hospital's expansion project, as well as, to specify all fees associated therewith.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Covington, at its regular session convened, that the Mayor shall have the authority to enter into a Cooperative Endeavor Agreement with St. Tammany Parish Hospital District No. 1 to specify the details of all plans for the expansion to

ensure the proper and necessary installation and maintenance of infrastructure to support the Hospital's expansion project, as well as, to specify all fees associated therewith.

BE IT FURTHER ORDAINED that in accordance with Section 2-12(C) of the Covington Home Rule Charter, this ordinance shall be effective on the date of approval by the Mayor.

WHEREUPON, this ordinance having been submitted in writing, having been read by title and adopted at a public meeting of the City Council of the City of Covington, State of Louisiana, was then submitted to an official vote as a whole, the vote thereon being as follows:

MOVED FOR ADOPTION, as amended by O'Keefe, seconded by Coner.

YEAS: 7 **ABSENT:** 0

NAYS: 0 **ABSTAIN:** 0

PASSED AND ADOPTED this 5th day of February, 2019.

P. McMath
PATRICK McMATH
COUNCIL PRESIDENT

Bonnie D. Champagne
BONNIE D. CHAMPAGNE
COUNCIL CLERK

Presented to the Mayor this 6th day of February, 2019, at 9:30 o'clock A.M.

Bonnie D. Champagne
BONNIE D. CHAMPAGNE
COUNCIL CLERK

Approved ✓ or Vetoed ___ by the Mayor on this 6th day of February, 2019.

M B Cooper
MICHAEL B. COOPER
MAYOR

Received from the Mayor on the 6th day of February 2019, at 3:55 o'clock P.M.

Bonnie D. Champagne
BONNIE D. CHAMPAGNE
COUNCIL CLERK

COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF COVINGTON AND ST. TAMMANY PARISH HOSPITAL SERVICE DISTRICT NO. 1 RELATING TO A NEW WATER MAIN AND LIFT STATION UPGRADES

ARTICLE 1
INTRODUCTION

1.1 Agreement, Parties. This Cooperative Endeavor Agreement ("**Agreement**") is made and entered into on the dates set forth herein below, pursuant to the 1974 Louisiana Constitution Article VII Section 14(C) wherein governmental entities are empowered to enter into Cooperative Endeavor Agreements, by and among the following (singularly "**Party**", collectively "**Parties**")

ST. TAMMANY PARISH HOSPITAL SERVICE DISTRICT NO. 1, a political subdivision of the State of Louisiana, whose mailing address is 1202 S. Tyler Street, Covington, La 70433, herein appearing by and through Joan M. Coffman, FACHE, President/CEO, duly authorized (hereinafter referred to as "**STPH**"); and

THE CITY OF COVINGTON, a political subdivision of the State of Louisiana, whose mailing address is Post Office Box 778, Covington, Louisiana 70433, represented herein by and through Michael B. Cooper, its mayor, duly authorized as per law (hereinafter referred to as "**City**").

1.2 Certain Definitions. In addition to other terms defined herein, the following terms shall have the following meanings:

(a) "**Existing Main Hospital Buildings**" shall mean all of the buildings, except the present small building on W. 8th Avenue which is served by a water main on W. 8th Avenue, in the area bounded by S. Van Buren and S. Tyler (La. Hwy. 21) Streets and W. 8th and W. 11th Avenues.

(b) "**New South Tower Addition**" shall mean the addition, to the Existing Main Hospital Buildings, for which Site Plan Approval has been granted to STPH by the City's Zoning Commission and for which a construction contract was executed on November 27, 2018 for $51,796,000. The completion period for the New South Tower Addition is about 1 ½ years and a building permit was

issued for it by the City on December 18, 2018, the fee for which was $275,099.20 ("**Building Permit**").

(c) "**Future Expansion**" shall mean renovation and/or expansions to the Existing Main Hospital Buildings and/or to the New South Tower Addition.

1.3 Water Usage. The Existing Main Hospital Buildings are currently using about 100,000 gallons per day ("**GPD**") of water. STPH's expert (Salyer Environmental Consulting, L.L.C.) has estimated that the New South Tower Addition will result in an increase in water usage of 9,020 GPD.

1.4 Wastewater Discharge. STPH's expert has estimated that the New South Tower Addition will result in an increase in wastewater discharge in the amount of 4,574 GPD which, together with the present wastewater discharge from the Existing Main Hospital Buildings, will run into the W. 8th Avenue sewerage lift station located at, near, or within S. Van Buren Street ("**W. 8th Ave. Lift Station**").

1.5 Capacity Charges. Pursuant to a December 5, 2018 determination by the City's Chief Administrative Office, after appeal by STPH, STPH has paid the following Capacity Charges under Article V, Sections 98-135 et. seq. of the City's Code of Ordinances:

Water Capacity Charges	$16,326.20
Total Wastewater Capacity Charges	$43,590.22
Total Capacity Charges Paid by STPH	$59,916.42

1.6 Closure of Former Schoen Funeral Home. In November of 2018, STPH ceased operation of its Outpatient Rehab facility in the former Schoen Funeral Home Building "(**Schoen Building**") located on the square bounded by W. 7th and W. 8th Avenues and S. Harrison and S. Tyler (La. Hwy. 21) Streets, and STPH moved this Outpatient Rehab facility to a new location in Flowers Estates Subdivision at Azalea Drive and S. Tyler St. (La. Hwy. 21).

1.7 Wastewater Flow Effect from Schoen Building Demolishment. To provide additional parking for the parking displaced by the New South Tower Addition, the former Schoen Building has been demolished and additional parking has been, or is being, constructed at and near where the building was located. Although the New South Tower Addition will increase wastewater flow into the W. 8th Ave. Lift Station, the demolishment of the former Schoen Building results in a decrease in wastewater flow into the W. 8th Ave. Lift Station equal to the GPD water usage in the former Schoen Building ("**Schoen GPD Decrease**").

1.8 New Water Main. For the reasons set forth in the succeeding Section, the City has determined, and required as a condition for issuing the Building Permit, that a new 12 inch water main be constructed ("**New Water Main**") from W. 15th Ave., southerly for four blocks along S. Harrison Street, to W. 11th Ave., thence easterly about 150 feet, thence under the W. 11th Ave. pavement to a point opposite the STPH oxygen tanks ("**New Main Terminus**").

1.9 Need for New Water Main. The City Engineer and Director of Public Works for the City reviewed current water usage of the Existing Main Hospital Buildings and by other users, the increased water usage resulting from the New South Tower Addition, various scenarios resulting from water main breaks at various locations that could result in decreased water pressure and Boil Water Advisories affecting the Existing Main Hospital Buildings and other buildings, and other factors, and they concluded as follows on behalf of the City:

(a) The conclusion of this review is that the needs of the Existing Main Hospital Buildings and the New South Tower Addition can best be served by the construction of a 12 inch water main directly connecting the Existing Main Hospital Buildings to the W. 15th Avenue water main that is serviced by the water tower at Hubie Gallagher Park. This 12 inch water main should be a dedicated line to such buildings and addition.

(b) The capacity of the existing W. 11th Avenue main serving such buildings is being taxed by increased usage across the City. The 12 inch main will provide a more direct source of water for the Existing Main Hospital Buildings and the New South Tower Addition and reduce the impact of water main breaks in areas surrounding these buildings. Additionally, it will allow the existing W. 11th Avenue main to serve as a backup source of water to the 12 inch line should an unforeseen situation arise. Further, it has been unknown to the City whether STPH's backup water well is subject to DHH testing and provides potable water for human consumption.

(c) The switch to the new main will decrease demand from the W. 11th Avenue main. This decreased demand on the W. 11th Avenue main will decrease the strain on the water network for the surrounding area, including STPH's properties lying west of S. Tyler Street.

1.10 STPH's Backup Water Well System. STPH warrants and represents that **(i)** it has a backup water well system, **(ii)** this system's water is periodically tested and its water is potable water for human consumption, **(iii)** this system has provided water to the Existing Main Hospital Buildings during three City Boil Water Advisories occurring in 2016, being the only Boil Water Advisories experienced by STPH in the last 10 years, **(iv)**

after Hurricane Katrina, this system provided potable water to the Existing Main Hospital Buildings and to citizens and certain governmental units (including the Jail, Fire Department, the Sheriff, and many others) because it was functional after Hurricane Katrina, and (**v**) this system is capable of furnishing potable water not only to the Existing Main Hospital Buildings, but also to the New South Tower Addition and to Future Expansions.

1.11 Water Main Loop to W. 8th Ave. Main. At the beginning of the process of considering infrastructure upgrades in connection with the New South Tower Addition, the City requested, in connection with such addition, that STPH, at its cost, (**i**) construct a six (6) inch water line, from about the location of the offices of STPH's President/CEO, southerly to connect and "loop" to a City water main on W. 8th Ave. ("**W. 8th Ave. Loop**"), (**ii**) install a six (6) inch water meter, (**iii**) install a shut off valve in order to shut off this line in the event of a City Boil Water Advisory, and (**iv**) install a backflow preventer. The City's purpose for the W. 8th Ave. Loop is to provide an alternate water source in the event of a water pressure decrease due to City water main failures which give rise to Boil Water Advisories.

1.12 Upgrade of W. 8th Ave. Lift Station. The City has determined that the W. 8th Ave. Lift Station requires an initial upgrade and potentially an additional upgrade, depending on the GPD net increase resulting from the GPD increase from the New South Tower Addition and the GPD reduction due to the Schoen GPD Decrease.

ARTICLE II
WATER MAINS AND RELATED ISSUES

The Parties agree to the following provisions.

2.1 New Water Main Dedicated to STPH. The New Water Main is dedicated to, and shall provide the primary source of water for the Existing Main Hospital Buildings, the New South Tower Addition and Future Expansions. To accomplish this dedication, the New Water Main shall not be connected to any individual service connection, water pipe or water facility other than the water lines serving the Existing Hospital Buildings, the New South Tower Addition and Future Expansion. This shall not preclude the City from tying the New Water Main into other City water mains for purposes of looping the system, if said tie-in shall increase water pressure to the Existing Main Hospital Buildings, the New South Tower Addition, and Future Expansions.

2.2 Water Mains Presently Serving the Existing Main Hospital Buildings. The Existing Main Hospital Buildings are presently served by four tie-ins to an existing 8 inch water main located in W. 11th Avenue and by one tie-in to an existing 4 inch water main located within S. Tyler Street ("**Existing W. 11th Ave./S. Tyler Water Main Tie-Ins**") as follows (see Exhibit A for location of tie-ins):

(a) An eight (8) inch tie-in to the W. 11th Avenue main for domestic potable water and for fire sprinkler water known to STPH as "**Tie-In #1**". Tie-In #1 can be valved off, but will maintain connection to existing 8 inch main on W. 11th Ave.

(b) A four (4) inch tie-in to the W. 11th Avenue Main for only fire sprinkler water known to STPH as **"Tie-In #4".** Tie In #4 must remain open for fire sprinkler water.

(c) A four (4) inch tie-in to the W. 11th Avenue main for only fire sprinkler water, known to STPH as **"Tie-In #5"**. Tie-In #5 must remain open for fire sprinkler water.

(d) A four (4) inch tie-in to the W. 11th Avenue main known to STPH as **"Tie-In #3"**, and it has been turned off and is not presently needed.

(e) A four (4) inch tie-in to the water main on S. Tyler Street for domestic potable water and for fire sprinkler water, known to STPH as **"Tie-In #2"**. Tie-In #2 must remain open for fire sprinkler water, but STPH can valve off internally that portion of the water from Tie-In #2 which is used for domestic potable water.

2.3 <u>Shut off of Some of the Existing W. 11th Ave/S. Tyler Water Main Tie-Ins</u>. After the completion of the New Water Main and after it goes into operation to be the primary source of water for the Existing Main Hospital Buildings, the New South Tower Addition and Future Expansions:

(a) Existing Tie-In #1 will be valved off, but will remain connected to the existing 8 inch water main on W. 11th Ave. New service will be provided from the New Water Main.

(b) Tie-In #4 will not be valved off, but will remain connected to the existing 8 inch water main on W. 11th Ave.

(c) Tie-In #5 will not be valved off because it is necessary for fire sprinkler purposes.

(d) Tie-In #3 is presently valved off and will continue to remain valved off.

(e) Tie-In #2 will not be valved off because it is necessary for fire sprinkler water purposes, but STPH shall internally valve off the domestic potable water coming from Tie-In #2.

(f) Valving off Tie-In #1, as provided in (a) and valving off the domestic potable water internally as provided in (e) above, will result in all domestic potable water, for the Existing Main Hospital Facilities, the New South Tower Addition and Future Expansions, being provided by the New Water Main and the W. 8th Ave. Loop, for as long as the New Water Main, and the W. 8th Ave. Loop sufficient capacity and water pressure, and their water is not subject to a Boil Water Advisory.

2.4 Opening of Existing W. 11th Ave/S. Tyler Water Main Tie-Ins. It is agreed by the Parties that all valves that are connected to city water mains and located in the right of way must be open and closed by city operators who shall be available 24 hours per day for every day of the year and who shall be reachable at all times by telephone. In the event of a failure affecting the New Water Main causing it to fail to deliver the necessary water capacity at the necessary water pressure or causing its water to be subject to a Boil Water Advisory, the valves, which have been cut off under Section 2.3, will be opened if they, and the W. 8th Ave. Loop, supply the necessary water capacity at the necessary water pressure for the domestic potable water needed for the Existing Hospital Buildings, the New South Tower Addition, and Future Expansions and their water is not subject to a Boil Water Advisory.

2.5 Use of the STPH Backup Water Well . If both the New Water Main, the existing W. 11th Ave./S. Tyler water mains and the W. 8th Ave. Loop do not supply adequate capacity or water pressure or they are all subject to a Boil Water Advisory, or if other extraordinary events occur, STPH shall valve off internally the domestic potable water coming from Tie-In #1, and from the W. 8th Ave. Loop, and STPH shall use its backup water well system to supply domestic potable water, which was coming from these tie-ins and loop for the Existing Main Hospital Buildings, the New South Addition, and Future Expansions. The STPH backup water well system shall have backflow prevention to be inspected annually by an expert engaged by STPH, and the report of such expert shall be sent to the City Engineer. If, thereafter, the City Engineer so desires, he may inspect the back flow prevention devices.

2.6 Engineering. The City will engage an engineering firm to survey (as necessary), establish elevations (as necessary), design and prepare plans and specifications and provide all other necessary engineering and surveying services for the New Water Main (collectively, **"Engineering Services"**). Upon completion of the plans and specifications, the City shall provide STPH with a copy thereof for its review (i) for informational purposes, and (ii) to determine whether the plans and specifications comply with the provisions of this Agreement.

2.7 Contract for Construction. The City shall publically bid and execute a contract for the construction of the New Water Main. The City shall provide that the

construction of the New Water Main shall be completed within 16 months after execution by both parties of this Agreement or some earlier date determined by the City.

2.8 Funding by STPH. Within seven (7) calendar days after execution by both Parties of this Agreement, STPH shall issue a check to the City in the amount of $500,000 to be used by the City toward the funding of the total cost of Engineering Services and construction costs for the New Water Main (**"Total Engineering/Construction Costs"**).

2.9 Excess Cost, Refund to STPH. If the Total Engineering/Construction Costs, and any other costs for the New Water Main, exceed $500,000, the City shall pay for the excess above $500,000. If the Total Engineering/Construction Costs are less than $500,000, the differential shall be refunded by the City to STPH within sixty (60) days after substantial completion of the New Water Main.

2.10 Accounting by City. Within sixty (60) days after the substantial completion of the New Water Main, the City shall provide STPH a detailed accounting of the Total Engineering/Construction Costs and any other costs associated with the New Water Main.

2.11 Report by Principal Engineering. Within fifteen (15) days after it is completed, the City shall furnish STPH a copy of the report and modeling by Principal Engineering of the City's water system, which report and modeling is anticipated to be completed in January 2019.

2.12 Responsibilities of STPH. STPH shall, at its cost, (i) run an 8 inch water line from the New Water Main Terminus to connect to STPH's existing 8 inch waterline within its property near the oxygen tanks, (ii) run any other lines within W. 11th Avenue or on its property which may be necessary, and (iii) install any necessary valves or appurtenances on STPH's property. STPH shall have no responsibility or liability, of any kind or character, for the design or construction of the New Water Main, and STPH's sole responsibility with respect to the New Water Main is the funding provided for in Sections 2.8 and 2.9.

2.13 Waterline Loop to W. 8th Ave.. STPH shall proceed, at its cost, to construct the W. 8th Ave. Loop and pay the cost of the shutoff valve, backflow preventor, and water meter in connection therewith.

2.14 No Change In Water Capacity Charge. Whatever the amount of GPD water usage increase which may result from the New South Tower Addition, there shall be no change in the $16,326.20 Water Capacity Charge already paid by STPH, even if the water usage increase from the New South Tower Addition is greater or lesser than the 9,020 GPD increase estimated by STPH's expert.

ARTICLE III
SEWERAGE LIFT STATION UPGRADES AND RELATED ISSUES

The Parties agree to the following provisions.

3.1 Initial W. 8th Ave. Lift Station Upgrade. The City shall make such upgrades to the W. 8th Ave. Lift Station, including but not limited to, the increase of manhole connection size at the lift station to twelve (12) inches, as the City shall determine based on STPH's expert's estimate of 4,574 GPD wastewater increase arising from the New South Tower Addition, which estimate is without deduction for the Schoen GPD Decrease ("**Initial Lift Station Upgrade**").

3.2 Payment, Completion, Report of Initial Lift Station Upgrade. Within seven (7) calendar days after execution of this Agreement by both Parties, STPH shall pay the City $15,000 towards the cost of the Initial Lift Station Upgrade, and the City shall pay any cost of such upgrade in excess of $15,000. The Initial Lift Station Upgrade shall be completed by the City within one (1) year after execution of this Agreement by both Parties, and, within sixty (60) days after such completion, the City shall provide STPH with the contract and plans showing what work was done.

3.3 Determinations Considered for Additional Lift Station Upgrade. Based on the following determinations, an additional lift station upgrade to the W. 8th Ave. Lift Station may be made, in addition to the Initial Lift Station Upgrade, such determinations being:

(a) STPH will not install flow meters on its waste water outflow lines into the City sewerage line or lines on W. 8th Avenue which run into the W. 8th Ave. Lift Station, but six month comparisons, for the same calendar months (**"Usage Comparisons"**), will be made, before and after the New South Tower Addition becomes operational, of average metered water usage, excluding cooling tower water which evaporates and never goes into the sewerage system and excluding any water used for the fire sprinkler system, which constitutes wastewater flow into the W. 8th Ave. Lift Station (**"Computed Wastewater Flow"**).

(b) Based on the Usage Comparisons, the average Computed Wastewater Flow, for such six months prior to the New South Addition becoming operational, shall be subtracted from the average Computed Wastewater Flow, for such six months after the New South Tower Addition becomes operational, and the subtraction result shall be referred to as the **"Computed GPD Increase"**.

(c) As set forth in Section 1.7, recent demolishment by STPH of the Schoen Building and STPH's relocation of Outpatient Rehab, conducted therein, to a new facility in Flowers Estates, has resulted in a decrease in wastewater flow into the W.

8th Ave. Lift Station equal to the GPD metered water usage of the former Schoen Building which is defined in Section 1.6 as the "Schoen GPD Decrease".

(d) The term **"New Tower Flow Increase"** shall mean the Computed GPD Increase less the Schoen GPD Decrease computed based on the average water usage for the Schoen Building for the six (6) full calendar months beginning April 2018 through October 2018, being the six (6) full calendar months before STPH's closure of Outpatient Rehab in the Schoen Building.

3.4 Additional Lift Station Upgrade. If the New Tower Flow Increase is in excess of the outflow increase estimated by STPH's expert (4,574 GPD), STPH shall, subject to the provisions that follow, pay for any necessary additional upgrades to the W. 8th Ave. Lift Station ("**Additional Lift Station Upgrade**"), but only to the extent that the cost for such upgrade exceeds $13,596.44.

3.5 Submission of Plans and Specs to STPH. Upon completion of the plans and specifications for the Additional Lift Station Upgrade, the City shall submit the plans and specifications to STPH for (i) informational purposes and (ii) to determine whether the plans and specifications comply with this Agreement.

3.6 Estimated Cost of Additional Lift Station Upgrade. The City shall submit to STPH, with such plans and specifications, the estimate by its engineer, or other expert, of the construction cost of the Additional Lift Station Upgrade ("**Construction Cost Estimate**").

3.7 STPH's Payment to City. If such plans and specifications are determined by STPH to comply with this Agreement, STPH shall, within twenty-one (21) calendar days after STPH receives the Construction Cost Estimate, pay the amount of the Construction Cost Estimate to the City to be held by the City to pay the contractor for the Additional Lift Station Upgrade ("**Designated Payment To City**").

3.8 Execution of Construction Contract, Shortage, Overage. The City shall comply with the Public Bid Law with respect to the contracting for the Additional Lift Station Upgrade. If the construction contract which the City executes for the Additional Lift Station Upgrade is an amount greater than the Designated Payment To City, STPH shall, within twenty-one (21) calendar days after receipt of the executed construction contract, pay the differential to the City for use by the City for payment to the construction contractor. If, however, the construction contract which the City executes, for the Additional Lift Station Upgrade, is less than the Designated Payment To City, the City shall, within twenty-one (21) days after construction contract execution, pay the differential back to STPH.

3.9 STPH Cost Limitation. STPH shall not be responsible or liable for any costs of the Additional Lift Station Upgrade other than set forth in Sections 3.4 through 3.8.

3.10 STPH's Non-Liability. STPH shall have no responsibility or liability, of any kind or character, for the design or construction of the Initial Lift Station Upgrade or any Additional Lift Station Upgrade, and STPH's sole responsibility and liability, with respect to either of these, is the funding provided for in Sections 3.2, 3.4, 3.6, 3.7, 3.8, and 3.9.

3.11 Downstream Lift Stations. STPH shall not be responsible for the cost of any downstream lift stations.

3.12 No Change In Wastewater Capacity Charge. Whatever the amount of GPD wastewater discharge increase from the New South Tower Addition and whatever the amount of the net GPD wastewater discharge increase from the New South Tower Addition after the reduction by the Schoen GPD Decrease, there shall be no change from the $43,590.22 Wastewater Capacity Charge already paid by STPH, even if the wastewater discharge from the New South Tower Addition is greater or lesser than the 4,574 GPD increase estimated by STPH's expert.

ARTICLE IV
GENERAL PROVISIONS

4.1 Sequence of Execution. STPH shall execute this Agreement first, and if the City does not adopt the necessary Ordinance and execute this Agreement by March 1, 2019 (or by such later date as STPH may agree to in writing), this Agreement shall never become effective.

4.2 Revision of Agreement. In the event that any one or more provisions of this Agreement is/are 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.

4.3 Severability. If 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.

4.4 Jurisdiction, Venue, Applicable Law. Any suit filed by any 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.

4.5 Indulgences Do Not Constitute Waivers. 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.

4.6 Specific Performance, Damages. The Parties acknowledge and agree that the obligations and covenants made herein give rise to contractual rights of each Party and the right to demand specific performance and any claim to damages suffered hereunder.

4.7 Withholding Certificate of Occupancy. Without limiting the provisions of the preceding Section, the City may withhold issuance of a Certificate of Occupancy for the New South Tower Addition if STPH fails to timely perform under this Agreement, reserving all rights to STPH with respect to the City withholding such Certificate of Occupancy.

4.8 Assignment, Amendment. No Party shall assign any interest in this Agreement (whether by assignment or novation). This Agreement may be amended only by mutual written consent of the Parties.

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

4.10 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.

4.11 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 the 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.

ARTICLE V
MISCELLANEOUS

5.1 Time Is Of The Essence. 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.

5.2 Ordinances, Laws, Licensing Requirements. Each Party certifies that it will adhere to and follow any and all ordinances, laws and licensing requirements applicable to each Party's obligations as stated herein.

5.3 Agreement Interpretation. Each Party has assisted in the preparation of this Agreement and has had the opportunity to make changes to the language used in this Agreement. As such, in interpreting the meaning of any language in this Agreement, the rule of construction, that ambiguous language shall be construed against the party drafting the document, shall not apply.

5.4 Status As Independent Contractor. While in the performance of services or carrying out the obligations herein, STPH and the City shall be acting in the capacity of an independent contractor and not as an employee of the other Party. STPH or the City shall not be obliged to any person, firm, or corporation for any obligations of the other Party arising from the performance of its services under this Agreement. STPH or the City shall not be authorized to represent the other Party with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless done so in writing by said Party.

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

5.6 Captions and Headings. The captions and headings in this Agreement are for convenience only and they shall not alter the meaning of the provisions of this Agreement.

5.7 Days, End of Time Period. Wherever the word "days" is used herein, it shall mean calendar days. If a time period ends on a Saturday, Sunday, or other day recognized by the U.S. Postal Service as a holiday, the time period shall be automatically extended to the next day which is not a Saturday, Sunday, or such legal holiday.

5.8 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 prepaid 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 telecopier or other similar form of electronic transmission confirmed by written confirmation. 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 City:

Mayor Mike Cooper
The City of Covington
P.O. Box 778
Covington, LA 70433
Fax: (985) 898-4723
Email: mayorcooper@covla.com

If to STPH:

Joan M. Coffman, Pres/CEO
St. Tammany Parish Hospital
1202 S. Tyler Street
Covington, LA 70433
Fax: (985) 898-4394
Email: jcoffman@stph.org

and simultaneously to

Julian J. Rodrigue
Rodrigue & Rodrigue
604 E. Rutland
Covington, LA 70433
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William J. Jones, Jr.
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Email: wjj@jonesfussell.com
or physical address
1001 Service Road East
U.S. Highway 190, Suite 103
Covington, LA 70434

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.

[END OF PAGE]
[SIGNATURES ON NEXT TWO PAGES]

SIGNATURE PAGE FOR
COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN THE CITY OF COVINGTON AND
ST. TAMMANY PARISH HOSPITAL SERVICE DISTRTICT NO. 1
RELATING TO A NEW WATER MAIN AND
LIFT STATION UPGRADES

THUS DONE AND SIGNED on this 25 day of January, 2019 in the presence of the undersigned competent witnesses.

WITNESSES:

Print Name JANis Budenz

Print Name Wm J. Jones III

ST. TAMMANY PARISH HOSPITAL SERVICE DISTRICT NO. 1

BY: _____
Joan M. Coffman, FACHE
President/CEO

[END OF PAGE]

[FINAL SIGNATURE ON NEXT PAGE]

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COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN THE CITY OF COVINGTON AND
ST. TAMMANY PARISH HOSPITAL SERVICE DISTRTICT NO. 1
RELATING TO A NEW WATER MAIN AND
LIFT STATION UPGRADES

THUS DONE AND SIGNED on this 8th day of February, 2019 in the presence of the undersigned competent witnesses.

WITNESSES:

Print Name Gina Hayes

Print Name Julian T. Rodrigue, Jr.

THE CITY OF COVINGTON

BY: _____
Michael B. Cooper
Mayor