

COOPERATIVE ENDEAVOR AGREEMENT
between
PARISH OF EAST BATON ROUGE AND CITY OF BATON ROUGE
and
UNIVERSITY LAKES LLC
regarding
**FACILITATION OF MAY STREET IMPROVEMENTS AND SEWER FORCE MAIN
REMOVAL**

This Cooperative Endeavor Agreement ("Agreement") is entered into by and between the **City of Baton Rouge/Parish of East Baton Rouge** (hereinafter referred to as "City-Parish"), whose mailing address is 222 Saint Louis Street, Suite 816, Baton Rouge, LA, 70802, and **University Lakes LLC** (hereinafter referred to as "ULLLC"), whose mailing address is 3796 Nicholson Drive Baton Rouge, LA 70802. This Agreement is effective this 31st day of January, 2023-2024

RECITALS

WHEREAS, the Louisiana Constitution, Article 7, § 14 (C) provides that "For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;"

WHEREAS, there exists in the heart of Baton Rouge, Louisiana, a system of lakes with shoreline property, each known individually as University Lake, College Lake, Campus Lake, Lake Crest, City Park Lake, and Brie Lake, which essentially serve as the Baton Rouge community's central park;

WHEREAS, ULLLC is presently undertaking the restoration of the lakes system (hereinafter referred to as the "Project"), pursuant to a 2019 Memorandum of Understanding (hereinafter referred to as the "Lakes MOU") a 2020 Cooperative Endeavor Agreement (hereinafter referred to as the "Phase 1 Lakes CEA") to which both ULLLC and the City-Parish are parties, and a 2021 Cooperative Endeavor Agreement with the State of Louisiana (hereinafter referred to as the "Capital Outlay CEA");

WHEREAS, as part of the Project, May Street, owned and maintained by the City-Parish, will be realigned and a new bridge constructed (hereinafter referred to as the "May Street Improvements"), with the goals of improving traffic flow, pedestrian safety, and the hydrologic connection between City Park Lake and University Lake. The preliminary design for the May Street Improvements is attached hereto as **Exhibit A**;

WHEREAS, many years ago the City-Parish installed and later abandoned a sewer force main in University Lake, which will be removed as part of the Project to enhance the safety and navigability of University Lake as well as ease the dredging process in the lake itself (hereinafter referred to as the "Sewer

Force Main Removal"). A survey identifying the location of the abandoned sewer force main is attached hereto as **Exhibit B**;

WHEREAS, City-Parish wishes to facilitate the May Street Improvements and the Sewer Force Main Removal by contributing additional funds to the Project beyond its previous financial commitment from 2020.

WHEREAS, City-Parish has \$5 million in available funding from the Department of Transportation and Development as part of the Interstate 10 widening initiative, which has direct impacts on the University Lakes Project, as well as \$350,000 in available funding from the East Baton Rouge Sewerage Commission. City-Parish desires to contribute these two (2) funding sources to the May Street Improvements and Sewer Force Main Removal, respectively.

WHEREAS, City-Parish hereby acknowledges and confirms that its financial contribution to the May Street Improvements and Sewer Force Main Removal constitutes a public purpose, will fulfill a public need within the parish in which the Project is to be located, and that the City-Parish expects to receive fair value for its financial contribution, all in accordance with Article VII, Section 14 of the Constitution; and

NOW THEREFORE, in consideration of the premises stated herein and subject to other terms and conditions, the Parties hereto understand and agree:

ARTICLE I **SCOPE OF THE AGREEMENT**

This Agreement is intended to supplement, and not replace, the Lakes MOU, the Phase 1 Lakes CEA, and the Capital Outlay CEA, in which full scope of obligations relating to the University Lakes Project are set forth.

ARTICLE II **RESPONSIBILITIES OF THE PARTIES**

2.1 RESPONSIBILITIES OF CITY-PARISH

2.1.1 City-Parish agrees to remit \$5,350,000 ("FIVE MILLION THREE HUNDRED FIFTY THOUSAND and 00/100" DOLLARS) to ULLLC as full compensation for all responsibilities and commitments to which ULLLC agrees herein, including but not limited to those responsibilities and commitments of ULLLC set forth in section 2.2 below.

2.1.2 City-Parish shall reasonably coordinate and communicate with ULLLC to mitigate any potential

conflicts between other projects in the vicinity of May Street, City Park Lake, or University Lake.

- 2.1.3 City-Parish shall issue permits as necessary for ULLLC to conduct the May Street Improvements, Sewer Force Main Removal, and any other aspects of the Project.
- 2.1.4 City-Parish agrees to grant to ULLLC such rights as are necessary to complete the May Street Improvements and Sewer Force Main Removal, including construction servitudes, control of access, and rights-of-way. The City-Parish agrees to execute any and all documents necessary to effect such grant(s) of rights upon request of ULLLC.

2.2 RESPONSIBILITIES OF ULLLC

- 2.2.1 ULLLC hereby agrees to undertake the May Street Improvements and Sewer Force Main Removal projects, in accordance with all provisions of law affecting said projects, including all constitutional and statutory restrictions. ULLLC acknowledges that any funds not used in accordance with the terms of this Agreement will be reimbursed to the City-Parish.
- 2.2.2 ULLLC agrees to apply for, secure, and maintain all permits necessary for the May Street Improvements and Sewer Force Main Removal.
- 2.2.3 ULLLC shall reasonably coordinate and communicate with City-Parish to mitigate any potential conflicts between other projects in the vicinity of May Street, City Park Lake, or University Lake.
- 2.2.4 It is acknowledged and agreed that no portion of these funds will inure to the benefit of ULLLC. It is further acknowledged and agreed that ULLLC has undertaken the Project for the primary benefit of the public entities that are parties to the Lakes MOU, Phase 1 Lakes CEA, and Capital Outlay CEA.
- 2.2.5 ULLLC will continue to comply with all its obligations detailed in the Phase 1 Lakes CEA and the Capital Outlay CEA, including accounting, reporting, and auditing requirements, non-discrimination, indemnification, et al.

ARTICLE III

TERM

The term of this Agreement shall be effective from the date of execution by both Parties hereto and shall be binding upon the Parties until all obligations undertaken herein have been satisfied, unless terminated earlier as provided in this Agreement.

ARTICLE IV

TERMINATION

- 4.1 This Agreement may be terminated by mutual written agreement and consent of the Parties.

- 4.2 Either party may terminate this Agreement for cause based upon the failure of the other to comply with its material obligations under this Agreement; provided, however, that the party shall first provide written notice specifying the failure. If within thirty (30) days after receipt of such notice, the other party has not either corrected such failure, or, in the event it cannot be corrected within thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the party may, at its option, place the other in default and the Agreement shall terminate on the date specified in such notice.
- 4.3 In the event of default by either Party, City-Parish and ULLLC shall have all rights granted by the general laws of the State of Louisiana.

ARTICLE V **AMENDMENTS / MODIFICATIONS**

This Agreement may be amended or modified at any time by mutual consent of the Parties, provided, however, that any modification, amendment, alteration, variation, or waiver of any provision(s) of this Agreement shall be valid only when it has been reduced to writing and executed by both Parties.

ARTICLE VI **ASSIGNMENTS**

- 6.1 Neither Party hereto may assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the other Party.
- 6.2 This Agreement shall be binding upon and inure to the benefit of the Parties hereto, as well as their respective administrators, agents, predecessors, subsidiaries, affiliates, successors, and assigns, until its termination.

ARTICLE VII **ANTI-DISCRIMINATION CLAUSE**

- 8.1 All Parties agree to abide by the requirements of the following, as applicable: Titles VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended; and Title II of the Genetic Information Nondiscrimination Act of 2008.
- 8.2 The Parties agree not to discriminate in employment practices, and shall render services under this Agreement without regard to race, color, age, religion, gender, national origin, veteran status, genetic information, political affiliation, or disabilities.
- 8.3 Any act of discrimination committed by any Party, or failure to comply with these statutory obligations,

when applicable, shall be grounds for termination of this Agreement.

ARTICLE VIII
CONTROLLING LAW / LEGAL COMPLIANCE / VENUE

- 9.1 The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.
- 9.2 The Parties shall comply with all applicable federal, state, and local laws and regulations in carrying out the provisions of this Agreement.
- 9.3 The exclusive venue for any suit arising out of this Agreement shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana.

ARTICLE IX
MULTIPLE ORIGINALS

This Agreement may be executed in two or more counterparts, and it shall not be necessary that the signatures of all Parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE X
SEVERABILITY

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

ARTICLE XI
GENERAL PROVISIONS

- 12.1 Except as may otherwise be provided in this Agreement, the Parties to this Agreement shall pay their own expenses, including any legal fees incurred.
- 12.2 In entering into this Agreement, each Party represents that it has relied upon the advice of the attorney of its own choice, or that it has elected not to rely upon such type of legal advice. In either event, each Party represents that the terms, obligations and conditions of Agreement have been fully read and are fully understood and voluntarily accepted.
- 12.3 This Agreement has been negotiated between the parties through their respective attorneys, and the Parties

hereby waive any rule of construction to the effect that ambiguities in an agreement shall be construed against the drafter, and the Parties agree that such rule is inapplicable to this Agreement.

ARTICLE XII
NO THIRD-PARTY BENEFICIARY

13.1 The participation by City-Parish in the funding of the Project shall in no way be construed to make City-Parish a party to any contract between ULLLC and its contractors.

13.3 Nothing herein is intended, nor shall be deemed, to create a third party beneficiary to or for any obligation by any party hereto or to authorize any third person to have any action against any party hereto arising out of this Agreement.

ARTICLE XII
NOTICES

All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (receipted for) or by placing same in the United States Mail, properly addressed and postage prepaid to:

ULLLC:

Leu Anne Greco
VP/General Counsel
3796 Nicholson Drive
Baton Rouge, LA 70802
lgreco@lsufoundation.org

CITY-PARISH:

Anderson O. "Andy" Dotson
Parish Attorney
222 Saint Louis St., Suite 902
Baton Rouge, LA 70802
adotson@brla.gov

[The remainder of this page is intentionally left blank].

THUS DONE AND SIGNED by the duly authorized representative of the City-Parish and made effective as of the date first written above.

**PARISH OF EAST BATON ROUGE &
CITY OF BATON ROUGE**

BY: 

Name: Honorable Sharon Weston Broome

Title: Mayor-President

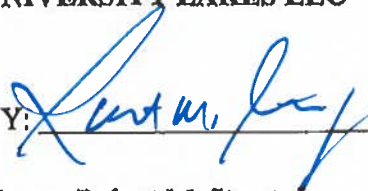
APPROVED AS TO FORM

PARISH ATTORNEY'S OFFICE

Cooperative Endeavor Agreement
May Street Improvements and Sewer Force Main Removal

THUS DONE AND SIGNED by the duly authorized representative of University Lakes LLC
and made effective as of the date first written above.

UNIVERSITY LAKES LLC

BY:  _____

Name: Robert M. Stuart, Jr.

Title: Manager

By Amoroso
Introduction 1/10/24
P.H. 1/31/24

ADOPTED
METROPOLITAN COUNCIL

JAN 31 2024

Cheryl Kal
COUNCIL ADMINISTRATOR TREASURER

24-00033

RESOLUTION 5766d

AMENDING THE 2024 ANNUAL AND CAPITAL BUDGET SO
AS TO APPROPRIATE \$5,000,000 FROM DOTD AND
\$350,000 FROM THE SEWER USER FEE FUND FOR A
TOTAL OF \$5,350,000 TO PROVIDE FUNDING TO THE
UNIVERSITY LAKES, LLC FOR FACILITIES OF MAY
STREET IMPROVEMENTS AS APPROVED BY COUNCIL
THROUGH RESOLUTION 57506, 11/21/23.

BE IT RESOLVED by the Metropolitan Council of the Parish of
East Baton Rouge and the City of Baton Rouge that:

Section 1. The Mayor-President is hereby authorized to
amend the 2024 Annual and Capital Budget so as to appropriate
\$5,000,000 from DOTD and \$350,000 from the Sewer User Fee Fund for
a total of \$5,350,000 to provide funding to the University Lakes,
LLC for facilities of May Street Improvements as approved by
Council through Resolution 57506, 11/21/23.