

COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
NON-FLOOD PROTECTION ASSET MANAGEMENT AUTHORITY
AND
THE ORLEANS LEVEE DISTRICT

This Agreement is entered into between the Orleans Levee District ("OLD"), and the Non-Flood Protection Asset Management Authority ("Non-Flood"), on this ____ day of _____, 2011.

WHEREAS, this Agreement is authorized pursuant to the provisions of Non-Flood Resolution No. _____, adopted on the ____ day of _____, 2011, and pursuant to the provisions of the Southeast Louisiana Flood Protection Authority-East Resolution No. _____, adopted on the ____ day of _____, 2011; and

WHEREAS, the Southeast Louisiana Flood Protection Authority-East is the governing authority of OLD; and

WHEREAS, OLD is authorized by La. R.S. 38:325(A)(5) to enter into cooperative activities with other public entities for public purposes; and

WHEREAS, Non-Flood is authorized by La. R.S. 38:330.12(B) to enter into cooperative activities with other public entities for public purposes; and

WHEREAS, OLD is a political subdivision charged with the duty to maintain the levee system in Orleans Parish in accordance with La. Const. Art. VI, §38 and La. R.S. 38:281 et seq; and

WHEREAS, OLD owns assets which are not flood related ("non-flood assets"); and

WHEREAS, Non-Flood is part of the Department of Transportation and Development charged with the duty to operate and maintain the non-flood assets under the Non-Flood Division of OLD; and

WHEREAS, Non-Flood has no external revenue sources.

NOW, THEREFORE, the parties hereby agree as follows;

1. Within thirty (30) days after the submission of invoices and supporting documentation, OLD agrees to reimburse Non-Flood in an annual amount not to exceed SEVEN HUNDRED THOUSAND and NO/100 (\$700,000.00) DOLLARS, for approved expenses incurred for the operation and maintenance of Lakeshore Drive. Approved expenses shall include expenses for grass cutting, garbage collection and lighting, but exclude

any monies expended on fountains, concessions and shelters. If in doubt whether an expenditure qualifies as an approved expense, Non-Flood will have the expenditure pre-approved by OLD.

2. The term of this Agreement shall be for two (2) years, unless sooner terminated as provided herein.

3. This Agreement is conditioned on Lakeshore Drive being declared a flood asset by OLD. Nevertheless, Non-Flood may continue to rebuild and refurbish the infrastructure along Lakeshore Drive at its expense. On expiration of this Agreement, components of Lakeshore Drive will cease to be a flood asset. OLD will patrol flood features on Lakeshore Drive.

4. This Agreement may be terminated by OLD on the adoption of any law adverse to SLFPA-E or OLD, in OLD's sole discretion, including but not limited to laws which reduce funding, transfer funding or assets, change board size or amend the governing law.

This agreement also may be terminated for cause based upon failure of Non-Flood to comply with the terms and conditions of this Agreement.

5. The parties agree that since OLD owns the non-flood assets, the non-flood assets, liabilities, income and expenses should be included in OLD's audit. Within ____ days after written request, Non-Flood's books and records shall be made available to OLD and its contractors and employees for auditing inspection and coping.

6. Whichever party has the legal authority to do so, Non-Flood or OLD will transfer New Orleans Lakefront Airport to another entity within twenty-three (23) months of the signing of this Agreement.

7. Within six (6) months, OLD will retain an expert to determine the feasibility of making the non-flood assets income-producing or available for sale. Non-Flood agrees to cooperate with the preparation of the feasibility study.

8. It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors and/or the Office of the Inspector General shall have the authority to audit all records and accounts of Non-Flood and any subcontractors which provide services under this Agreement.

Non-Flood and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of five (5) years after the date

of final payment under this Agreement and any subcontract entered into under this Agreement.

9. Non-Flood and any subcontractors providing services under this Agreement shall provide such insurance policies with such coverages and provisions as reasonably required by OLD.

10. This Agreement is intended to serve a public purpose by preventing an asset owned by OLD, but operated and maintained by Non-Flood, from falling into disrepair and making the asset safe for public use.

IN WITNESSES WHEREOF, the parties hereto acknowledge their intentions to be bound by this Agreement by their respective duly authorized representatives' signatures affixed hereto on the date above.

WITNESSES:

NON-FLOOD PROTECTION
ASSET MANAGEMENT
AUTHORITY

BY:_____

ORLEANS LEVEE DISTRICT

BY:_____

Timothy P. Doody, President
Southeast Louisiana Flood
Protection Authority-East, on
behalf of the Orleans Levee
District