

COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN
LIVINGSTON PARISH COUNCIL
AND GRAVITY DRAINAGE DISTRICT NO. 1

This Cooperative Endeavor Agreement (hereinafter referred to as "CEA") is made and entered into on the date and at the place herein set forth by and between the Livingston Parish Council (hereinafter referred to as "LPC") and the Gravity Drainage District No. 1, Louisiana (hereinafter referred to as "GDD#1"), to serve the public for the purposes as set forth below.

WHEREAS, Article VII, Section 14 and Article VI, Section 20 of the Louisiana Constitution provide for the execution of Cooperative Endeavor Agreements and Intergovernmental Agreements, for public purposes by and between political subdivisions of the State of Louisiana; and

WHEREAS, La. R.S. 33:1324 provides that any parish, municipality or political subdivision of the state, or any combination thereof, may make agreements between or among themselves to engage jointly in, *inter alia*, the construction, acquisition or improvement and operation, repair and maintenance of public projects or improvements including but not being limited to debris removal, and

WHEREAS, this agreement is in the best interests of the LPC and the GDD#1;
NOW THEREFORE, in consideration of the mutual contracts, covenants and agreements herein contained, legal obligation, the public purpose and the public benefit, the parties hereto each agree, contract and covenant as follows:

Article I – Purpose

The purpose of this CEA is to set forth the rights and responsibilities of the parties in connection with and for the purpose of debris removal within the Parish of Livingston and specifically Gravity Drainage District No. 1.

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CLERK OF COURT
PARISH OF LIVINGSTON
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Exhibit
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The Livingston Parish Council has lawfully declared a state of emergency within its authority due to Hurricane Gustav; and Livingston Parish Council has entered into an agreement for debris removal services with IED, Inc. (the "Debris Removal Agreement"), and Gravity Drainage District No. 1 in order to foster greater economy and efficiency, wishes to enter into a local intergovernmental agreement for use of common services.

Article II – Obligations and Relationship of the Parties

The following provisions will govern the obligations of the parties.

SECTION A:

The Livingston Parish Council shall cause its contractor IED, Inc. to remove all debris located within the confines of Gravity Drainage District No. 1 at the sole discretion of Gravity Drainage District No. 1 and only with Gravity Drainage District No. 1's express permission.

The Livingston Parish Council delegates to Gravity Drainage District No. 1 authority to direct the execution of the scope of services of the contract within the boundaries of Gravity Drainage District No. 1.

SECTION B:

The Gravity Drainage District No. 1 shall reimburse the Livingston Parish Council, all amounts billed to the Livingston Parish Council from IED, Inc. for the removal of any debris located within Gravity Drainage District No. 1, which occurred at the direction of Gravity Drainage District No. 1.

Gravity Drainage District No. 1 in order best to serve the interests of its citizens, and to protect them from imminent health and safety hazards, agrees to the terms of the Debris Removal Agreement which was entered into between the Livingston Parish

Council and IED, Inc., in order to facilitate the execution and terms of the Debris Removal Agreement.

Gravity Drainage District No. 1 further agrees to bear any portion of the costs associated with work performed within its boundaries under the Debris Removal Agreement which is declared ineligible for reimbursement by FEMA.

Article III – Hold Harmless and Indemnity

The parties hereto obligate themselves, their successors and assigns, to defend, indemnify, and save harmless each other against any and all claims, losses, liabilities, demands, suits, causes of action, damages and/or judgments for sums of money arising out of, resulting from or by reason of any act or omission of the other party, its agents, servants, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this agreement. Such indemnification shall include all reasonable and necessary fees and costs of litigation, including but not limited to attorney fees.

Article IV – Conflicting Provisions

Should any provision of this CEA be deemed inconsistent with or contrary to provisions of federal, state, or local law, or found to be invalid or unenforceable, then such portion shall be considered as not written and the applicable provisions of law shall control. The remainder of this CEA shall remain in full force and effect.

Article V – Legal Compliance, Entire Agreement/Modification

The parties shall each comply with all federal, state and local laws and regulations. This CEA contains the entire agreement between the parties and no representations were made or relied upon by either party, other than those that are expressly set forth herein.

This agreement may be modified or amended at any time by mutual consent of the parties, providing such modification or amendment shall be in writing and signed by all parties.

THUS DONE AND SIGNED, this 25 day of Sept, 2008, at Denham Springs, Louisiana.

Witnesses:

Randall L. Bouding
Summer McRay

Livingston Parish Council.

By: Michelle Summers

[Signature]
Notary Public

THUS DONE AND SIGNED, this 19th day of September, 2008, at Denham Springs, Louisiana.

Gravity Drainage District No. 1:

Anna L. Efferson
Valerie Honeycutt
Valerie Honeycutt

By: Randall Bouding

[Signature]
Notary Public

D. Blayne Honeycutt
La. Bar Roll No. 18264
Notary Public, State of Louisiana