

## **COOPERATIVE ENDEAVOR AGREEMENT**

This Cooperative Endeavor Agreement (the "Agreement") is made and entered on the \_\_\_\_\_ day of \_\_\_\_\_, 2020 the "Effective Date") by and between:

**CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE** ("CITY-PARISH"), represented herein by Sharon Weston Broome, its Mayor-President, and

**RECREATION AND PARK COMMISSION FOR THE PARISH OF EAST BATON ROUGE** ("BREC"), a political subdivision of the State of Louisiana, with a principal office at 6201 Florida Blvd Baton Rouge, LA 70806, herein represented by its duly authorized representative, Corey K. Wilson, Superintendent.

WHEREAS, in accordance with Article VII, Section 14 (c) of the Constitution of the State of Louisiana, which authorizes the State and its political subdivisions to engage in cooperative endeavors for a public purpose, the public purpose of this agreement being that the parties desire to cooperate for the construction of a multiuse pedestrian bicycle trail.

WHEREAS, BREC requests a recreational personal "Servitude" and right of use from CITY-PARISH for the purpose of creating a road to trail conversion by utilizing portions of existing city street rights of way to create a bicycle and pedestrian trail from Memorial Stadium to Scotlandville Parkway located in East Baton Rouge Parish.

**NOW, THEREFORE**, in consideration of the promises and the mutual representations, warranties, and covenants, herein contained, the parties hereby agree as follows:

### **1. GRANT OF SERVITUDE**

In consideration of the mutual covenants, benefits, rights, and obligations expressed in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, CITY-PARISH does grant to BREC a recreational personal servitude of right of use (the "Servitude) affecting that portion of CITY-PARISH's property shown as Exhibit A and more specifically on Exhibits B1 and B2. The location is further described as:

Location 1 - Area within the Pocahontas Street right-of-way beginning at the northern edge of the Huron Street right-of-way and terminating at the southern edge of the Wyandotte Street right-of-way.

Location 2 - Area within the Powhatan Street right-of-way beginning at the northern edge of the Winnebago Street right-of-way and terminating 40 feet south of the southern edge of the Gordon Street right-of-way.

Location 3 - Area within the Alamonster Street right-of-way beginning at the northern edge of the Cable Street right-of-way and terminating at the southern edge of the Kelvin Street right-of-way.

Location 4 - Area within the Alamonster Street right-of-way beginning at the northern edge of the Riley Street right-of-way and terminating at the southern edge of the Amarillo Street right-of way.

Although not explicitly defined in the below descriptions, the areas above shall include the right-of-way of any crossing street for a width equal to that of the primary corridor.

The Servitude is granted subject to the terms, conditions, restrictions, and reservations set forth in this Agreement.

## **2. CONDITIONS ON USE**

BREC shall use the Servitude solely as a recreational trail for walking, jogging, bicycling and related non-motorized recreational activities. CITY-PARISH acknowledges and agrees that the Servitude shall be made available to and used by the general public for these purposes. BREC shall be entitled to construct Improvements deemed necessary or convenient for the operation of a recreational trail system within the Servitude. "Improvements" shall mean all concrete or asphalt pathways or trails within the Servitude together with such signs, benches, gates, and other related pedestrian and bicycle path facilities.

## **3. TERM AND TERMINATION**

This Cooperative Agreement shall be in effect perpetuity from the date of execution by both parties. CITY-PARISH shall have the right to terminate this agreement for failure of BREC to perform any obligations under this agreement upon CITY-PARISH giving fifteen (15) days prior written notice to BREC. BREC will have the right to terminate this agreement should CITY-PARISH fail to perform any obligations under this agreement.

## **4. DUTIES OF CITY-PARISH/BREC**

CITY-PARISH, through the Department of Transportation and Drainage and the Department of Development, shall provide a roads to trails conversion of CITY-PARISH property and allow BREC to construct a multi-use bike pedestrian trail for public recreational use.

CITY-PARISH conveys to BREC the right to make available to the public a perpetual easement and right-of-way over the trail Servitude and the right to use the trail facilities for (1) walking, hiking, jogging, bicycling, bird watching, nature study; (2) power-driven mobility devices for use by persons who have mobility impairments; (3) electric assisted devices approved for use on bicycle facilities by CITY-PARISH; and (4) emergency vehicles in the case of emergency within the Servitude.

BREC shall maintain the trail Servitude and all improvements constructed or located therein, to the quality it was in at final acceptance of the completed Improvements, reasonable wear and tear excepted, causing all trail related maintenance (including without limitation, trail surface, signage, lighting, trail utilities, and governmental compliance), repair and replacement thereof to be completed as and when needed, all at BREC's sole expense. For the entire length of the Trail, BREC shall be responsible for all replacements, repairs and maintenance to the trail surface and trail equipment such as benches as signage, except for damage caused by CITY-PARISH vehicles and/or equipment as a result of utility, drainage, or sewer work. BREC shall perform grounds maintenance, such as mowing.

CITY-PARISH shall maintain utilities, sewer, and drainage structures within the road right of way in accordance with CITY-PARISH standards and shall be granted access to the road right of way for utility, drainage, and sewer maintenance. Damage to the trail Servitude caused by CITY-PARISH vehicles, equipment as a result of utility, drainage, or sewer work shall be replaced at CITY-PARISH's sole expense.

**5. INDEMNITY AND HOLD HARMLESS**

To the extent allowed by Louisiana law, CITY-PARISH, its officials, agents, servants, employees, insurers, successors, and assigns, and those deriving any right from or against CITY-PARISH shall be held harmless against all liabilities, losses, claims, expenses, costs, damages, demands, suits, actions, recoveries, and judgments, arising out of, incident or pertaining to (a) this Agreement, (b) the performance or non-performance by BREC of this Agreement, or (c) the acts or failure to act of BREC’s contractors, agents, servants, employees, or officials pertaining to this Agreement.

**6. FINANCIAL RESPONSIBILITY**

BREC agrees to be fully and exclusively responsible for the construction and maintenance of the multi-use trail and signage. BREC will also replace or repair any damage to infrastructure caused by this project in progress.

CITY-PARISH will be responsible to repair damages incurred to the trail Servitude surface as a result of utility, drainage, and sewer maintenance.

**7. MISCELLANEOUS**

This Agreement shall be the exclusive and entire agreement between the parties. Should any provision of this Agreement be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision; and, to this end, the provisions are severable. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

**THUS DONE, READ AND SIGNED** by the undersigned in Baton Rouge, Louisiana, in multiple originals, in the presence of the undersigned competent witnesses on the date as set forth below and effective on the Effective Date, as stated hereinabove.

WITNESSES:

\_\_\_\_\_  
  
\_\_\_\_\_

**CITY OF BATON ROUGE AND  
PARISH OF EAST BATON ROUGE**

BY: \_\_\_\_\_  
Sharon Weston Broome, Mayor-President

DATE: \_\_\_\_\_

**THUS DONE, READ AND SIGNED** by the undersigned in Baton Rouge, Louisiana, in multiple originals, in the presence of the undersigned competent witnesses on the date as set forth below and effective on the Effective Date, as stated hereinabove.

WITNESSES

\_\_\_\_\_

\_\_\_\_\_

**RECREATION AND PARK COMMISSION  
FOR THE PARISH OF EAST BATON ROUGE**

BY: \_\_\_\_\_  
Corey K. Wilson, Superintendent

DATE: \_\_\_\_\_



**Exhibit 'A'**  
Road to Trail Conversion

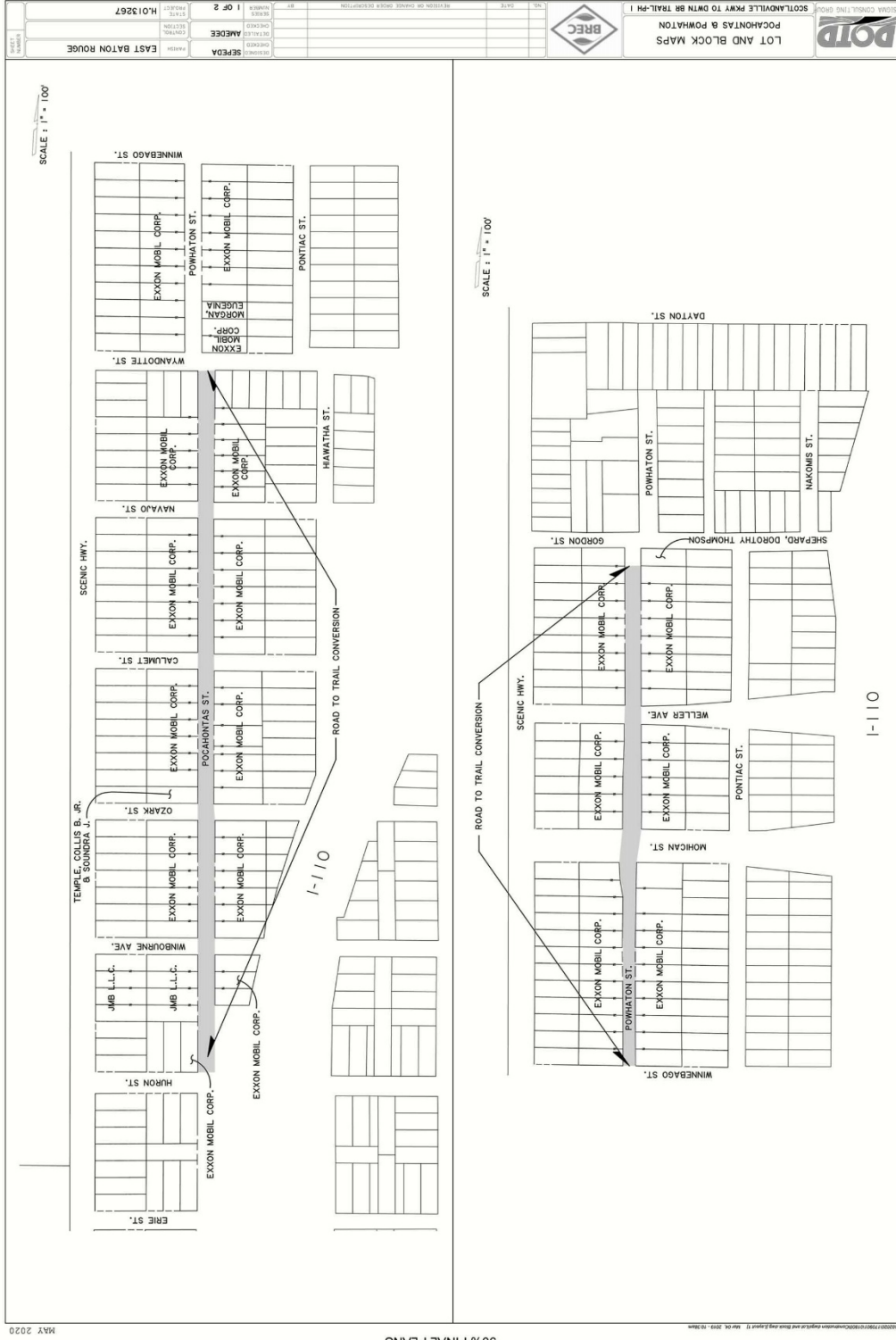


Exhibit 'B1'  
Road to Trail Conversion



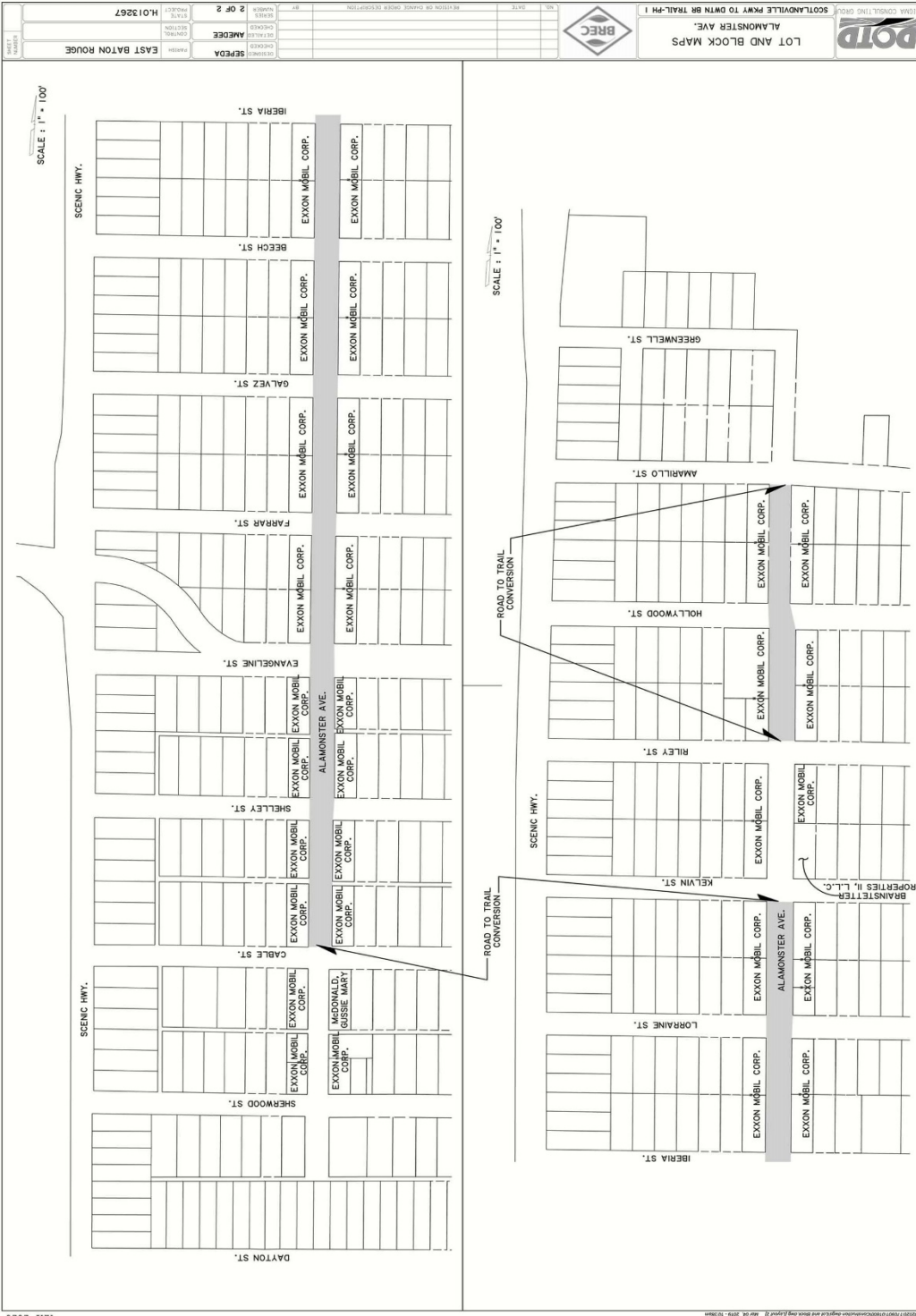


Exhibit 'B2'  
Road to Trail Conversion

90% FINAL PLANS

MAY 2020