

COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN THE PONTCHARTRAIN LEVEE DISTRICT AND ST. CHARLES PARISH

THIS COOPERATIVE ENDEAVOR AGREEMENT is entered into by and between:

THE PONTCHARTRAIN LEVEE DISTRICT, a political subdivision created by the Louisiana Legislature, represented herein by **STEVEN C. WILSON**, its President, duly authorized by a Resolution of the Board of Commissioners adopted on the ____ day of _____, 2016, and hereinafter referred to as the "PLD"; and

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by **LARRY COCHRAN**, its Parish President, whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057, duly authorized pursuant to Ordinance No. _____, adopted by the St. Charles Parish Council on the ____ day of _____, 2016, a copy of which is attached hereto and made a part hereof, and hereinafter referred to as the "Parish";

who hereby agree as follows:

WHEREAS, the PLD, the local non-federal sponsor, and the Parish are commissioned with hurricane protection, flood control, and drainage for the residents and commercial entities of St. Charles Parish, Louisiana;

WHEREAS, the PLD as the local non-federal sponsor, in conjunction with the United States Army Corps of Engineers (USACE), has constructed the St. Charles Parish Hurricane Protection Levee which is part of the "Lake Pontchartrain, Louisiana and Vicinity Hurricane Protection Project", as authorized by Public Law 298-89th Congress, First Session, approved on the 27th day of October, 1965, said St. Charles Parish Hurricane Protection Levee part hereinafter referred to as the "ST. CHARLES PARISH LEVEE PROJECT".

WHEREAS, the PLD, and the Parish have shared in the local non-federal sponsor's share on a basis of eighty (80%) percent to PLD and twenty (20%) percent to the Parish for the construction of the "ST. CHARLES PARISH LEVEE PROJECT";

WHEREAS, in addition to the earthen levees, roads, and ramps, there are certain structures, including drainage structures, flood gate structures, sheet pile/concrete flood walls, and pump stations that have been constructed within the "ST. CHARLES PARISH LEVEE PROJECT" that require continued operation, maintenance, repair, replacement, and rehabilitation, to-wit:

1. Drainage Structures: Bayou Trepagnier, Cross Bayou, St. Rose Canal, Walker Canal, and Almedia Canal;
2. Flood Gate Structures: Illinois Central Railroad Flood Gate, Interstate Highway 310 Flood Gate, and Goodhope Flood Gate;

3. All sheet pile/concrete flood walls encompassed within the “ST. CHARLES PARISH LEVEE PROJECT”; and
4. Pump Stations: Bayou Trepagnier Pump Station and Cross Bayou Pump Station;

as well as additional improvements or additions to the “ST. CHARLES PARISH LEVEE PROJECT”.

WHEREAS, neither the PLD nor the Parish is financially capable of bearing one hundred (100%) percent of the total local non-federal sponsor’s portion of any study and/or design engineering, construction, resident inspection, and testing costs of the “ST. CHARLES PARISH LEVEE PROJECT”, and/or the operation, maintenance, repair, replacement, and rehabilitation costs thereof, and desire to share in the costs for any future design engineering, construction, resident inspection, testing, operation, maintenance, repair, replacement and rehabilitation of the “ST. CHARLES PARISH LEVEE PROJECT” in the percentages as set forth hereinafter; and

WHEREAS, the PLD and the Parish have reached an agreement as to the apportionment of responsibility for the payment for past operation, maintenance, and repair costs, and any ongoing and/or future design engineering, construction, resident inspection, testing, maintenance, repair, replacement, and rehabilitation costs in connection with the “ST. CHARLES PARISH LEVEE PROJECT”;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. This Cooperative Endeavor Agreement supersedes and replaces the Cooperative Endeavor Agreement between the PLD and the Parish executed by the PLD and the Parish on January 16, 2001, and January 10, 2001, respectively.
2. The PLD and the Parish agree to split, at a rate of eighty (80%) percent to the PLD and twenty (20%) percent to the Parish, the local non-federal sponsor’s portion of the future costs, less any funding for said local non-federal sponsor’s portion of the costs received from any outside source, of any design engineering, construction, resident inspection, and testing, related to the construction and/or improvements to any of the drainage structures, flood gate structures, sheet pile/concrete flood walls, pump stations and levee lifts and armoring of and to the “ST. CHARLES PARISH LEVEE PROJECT”.

As a condition precedent to its undertaking and/or commencement of any of the aforementioned work, the PLD shall provide the Parish a written request for approval and authorization of said work. The Parish shall not unreasonably withhold said approval and authorization of said work and agrees to provide a response within thirty (30) days from the date of the written request. If the Parish does not approve or authorize said work, the Parish will not participate either financially or otherwise in the cost of said work. If the PLD fails to request said approval or authorization from the Parish, the Parish shall not be liable financially or otherwise for any of the costs of said work.

The PLD agrees to invoice the Parish on a monthly basis and provide proper supporting documentation with said invoice for the work contemplated by this paragraph and actually performed during the preceding month.

3. In accordance with Paragraph 2 above, the PLD agrees to credit the Parish for the design engineering costs of the Almedia Pump Station previously paid by the Parish in the amount of ONE MILLION SIX HUNDRED SEVENTY-ONE THOUSAND TWO HUNDRED AND NO/100THS (\$1,671,200.00) DOLLARS, toward the Parish's twenty (20%) percent share of the local non-federal sponsor's portion of the cost of the Almedia Pump Station pursuant to the "Reach 1A-Reach 1B Pump Station Cooperative Endeavor Agreement between The Pontchartrain Levee District and St. Charles Parish", executed by the Parish on April 11, 2011, and by the PLD on April 14, 2011.
4. The PLD hereby assumes full and total responsibility for the ongoing operation, maintenance and repair of the earthen levees, roads and ramps and pump stations, and the costs therefor, except as hereinafter provided.

The Parish hereby assumes full and total responsibility for all ongoing operation, maintenance and repair of the following:

- a. Drainage Structures: Bayou Trepagnier, Cross Bayou, St. Rose Canal, Walker Canal, and Almedia Canal;
- b. Flood Gate Structures: Illinois Central Railroad Flood Gate, Interstate Highway 310 Flood Gate, and Goodhope Flood Gate;
- c. All sheet pile/concrete flood walls encompassed within the "ST. CHARLES PARISH LEVEE PROJECT";
- d. Pump Stations: Bayou Trepagnier Pump Station.

The Parish owns the Bayou Trepagnier Pump Station and assumes full responsibility for its operation, maintenance, and repair, and all costs thereof.

The PLD owns the Cross Bayou Pump Station and any future pump stations constructed as part of the "ST. CHARLES PARISH LEVEE PROJECT", and hereby assumes full responsibility for their operation, maintenance, and repair. The Parish agrees to share in fifty (50%) percent of the actual costs of the operation, maintenance, and repair of the Cross Bayou Pump Station and any future pump stations constructed as part of the "ST. CHARLES PARISH LEVEE PROJECT", the fifty (50%) percent balance of which shall be the obligation of, and paid by, the PLD. Further, the costs of the fuel, utilities, debris removal, and telemetry for said pump stations shall be the obligation of, and paid by, the Parish.

The Parish further agrees to reimburse the PLD for fifty (50%) percent of the actual costs of any canal cleaning essential to the drainage flow to the pump stations, with the PLD responsible for the balance thereof.

The PLD agrees to invoice the Parish on a monthly basis, and provide proper supporting documentation with said invoice, for the work contemplated by this paragraph and actually performed during the preceding month.

5. The PLD and the Parish shall operate, maintain, and repair the respective pump stations, flood gates, sheet pile/concrete flood walls, and drainage structures under the plans and procedures agreed to and set forth by USACE, the PLD and the Parish. Additionally, the PLD and the Parish, in connection with the operation of the pump stations, shall operate the same in accordance with the manufacturers' recommendations in order to comply with warranty obligations of the manufacturers of the pumps and any related equipment and appurtenances.
6. The PLD, either directly or through its sub-contractor or sub-contractors, and at its sole expense, has performed: (1) certain operations, maintenance, and repairs to the Cross Bayou Pump Station; (2) canal cleanings essential to the drainage flow to the pump stations; and (3) other items essential and an integral part of the "ST. CHARLES PARISH LEVEE PROJECT". The Parish hereby agrees to reimburse the PLD the amount of FIVE HUNDRED SEVEN THOUSAND SIX HUNDRED TWENTY-TWO AND 48/100THS (\$507,622.48) DOLLARS, as its full share of the costs for the work described in this paragraph, and the PLD accepts said sum, to-wit FIVE HUNDRED SEVEN THOUSAND SIX HUNDRED TWENTY-TWO AND 48/100THS (\$507,622.48) DOLLARS, from the Parish in full and complete satisfaction of any amounts owed it by the Parish for the work described in this paragraph, and releases the Parish from any liability therefor. Payment will be made within thirty (30) days of the execution of this Agreement by the Parish and the PLD.

The PLD and the Parish agree that the payments set forth above shall fully satisfy the full amount owed by the Parish to the PLD in connection with the "ST. CHARLES PARISH LEVEE PROJECT" through December 31, 2015.

7. Any work performed by PLD on the "ST. CHARLES PARISH LEVEE PROJECT" under a declared state of emergency made by the St. Charles Parish President and/or the Governor of the State of Louisiana, shall not require approval from the Parish. The PLD and the Parish agree to coordinate their best efforts to assist each other in securing reimbursement from the federal and/or state governments for the costs of any of the work performed that is eligible for reimbursement under a declared state of emergency or major disaster declaration. The PLD and the Parish shall assume full and total responsibility for any of their respective expenditures not reimbursed by the state and/or federal governments.
8. The PLD shall defend, hold harmless and indemnify the Parish for injury to persons or property arising out of the existence, maintenance, operation or repair of the levees and structures for which they have assumed responsibility as set out hereinabove.
9. The Parish shall defend, hold harmless and indemnify the PLD for injury to persons or property arising out of the existence, maintenance, operation or repair of the levees and structures for which they have assumed responsibility as set out hereinabove.
10. The PLD and the Parish shall secure and maintain for the duration of this Agreement at their expense such insurance that will protect them from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. The required minimum insurance coverage and limits are as follows:

- a. Worker's Compensation insurance: Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana with Employers Liability included equal to the maximum statutory limits per accident/per disease/per employee.
- b. Commercial General Liability Insurance: Commercial General Liability insurance shall have a minimum limit per occurrence of TWO MILLION AND NO/100THS (\$2,000,000.00) DOLLARS and a minimum general aggregate of TWO MILLION AND NO/100THS (\$2,000,000.00) DOLLARS.
- c. Automobile Liability: Automobile Liability insurance shall have a minimum combined single limit per occurrence of ONE MILLION AND NO/100THS (\$1,000,000.00) DOLLARS.

All required insurance shall be provided by a company or companies lawfully authorized to do business in the State of Louisiana. Insurance shall be placed with insurers with a A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

It is agreed and understood that both the PLD and the Parish shall provide Certificates of Insurance reflecting proof of required minimum insurance coverage and limits and naming the other party as an additional insured within ten (10) days of the execution of this Agreement. The PLD shall include all subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the Certificates of Insurance provided by each subcontractor. Coverages shall not be cancelled, suspended, or voided by either party without thirty (30) days prior written notice to either party.

11. Any notices required under this Agreement shall be directed to the party entitled to said notice at its address set forth below, unless this Agreement is otherwise amended in writing:

If to the PLD,

Pontchartrain Levee District
2204 Albert Street
P. O. Box 426
Lutcher, LA 70071

With a copy to:

Dwight D. Poirrier
Attorney at Law
P. O. Box 868
Gonzales, LA 70737

If to the Parish,

St. Charles Parish President
P. O. Box 302
Hahnville, LA 70057

With copies to:

Director of Legal Services
P. O. Box 302
Hahnville, LA 70057, and

Director of Public Works
P. O. Box 302
Hahnville, LA 70057

12. Should either party to this Agreement have to file suit in order to enforce the provisions hereof, venue and jurisdiction is hereby established in the 29th Judicial District Court in and for the Parish of St. Charles, State of Louisiana.
13. This Agreement shall not be assigned or subcontracted in whole or in part without the written consent of both parties.
14. This Agreement is the complete agreement between the PLD and the Parish, and shall not be amended or modified except by written amendment signed by all parties. Should one or more provisions of this Agreement be held to be invalid, the remaining provisions shall survive and be interpreted as if the invalid provision were not present.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates shown below.

PONTCHARTRAIN LEVEE DISTRICT

ST. CHARLES PARISH

BY:_____
STEVEN C. WILSON
PRESIDENT
DATE:_____

BY:_____
LARRY COCHRAN
PARISH PRESIDENT
DATE:_____

WITNESS:_____

WITNESS:_____

WITNESS:_____

WITNESS:_____