

2002-0196

INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT

RESOLUTION NO: 5017

A resolution to approve and authorize the execution of a Cooperative Endeavor Agreement with the Pontchartrain Levee District for the East Bank Bike and Pedestrian Path.

WHEREAS, the United States Army Corps of Engineers has completed the plans for the St. Charles Parish East Bank Bike and Pedestrian Path; and,

WHEREAS, the Louisiana Department of Transportation and Development has received bids for the project and is prepared to award the construction contract; and,

WHEREAS, the Parish has requested a letter of no obligation to the project from the Pontchartrain Levee District; and,

WHEREAS, the Levee District has prepared the Cooperative Agreement.

NOW, THEREFORE BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL do hereby approve the Cooperative Endeavor Agreement between the Pontchartrain Levee District and St. Charles Parish.

BE IT FURTHER RESOLVED that the Parish President is hereby authorized to execute said Agreement on behalf of the Parish of St. Charles.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: RAMCHANDRAN, FAUCHEUX, HILAIRE, FABRE, ABADIE, AUTHEMENT, BLACK, MARINO, MINNICH  
NAYS: NONE  
ABSENT: NONE

And the resolution was declared adopted this 6th day of May       , 2002, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN *Albert D. Laque*  
SECRETARY *Barbara J. Jure* \_\_\_\_\_  
DLVD/PARISH PRESIDENT. *May 7, 2002*  
APPROVED. *✓* DISAPPROVED:

PARISH PRESIDENT. *Albert D. Laque*  
RETD/SECRETARY *May 7, 2002*  
AT *3:30 pm* RECD BY *Bjj* \_\_\_\_\_

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

This Cooperative Endeavor Agreement is entered into between the Pontchartrain Levee District (“**District**”) and the Parish of St. Charles (“**Parish**”).

WHEREAS, **District** is a political subdivision of the State of Louisiana; and,

WHEREAS, **Parish** is a political subdivision of the State of Louisiana; and,

WHEREAS, the **District** has a servitude and general jurisdiction of the Mississippi River Levee on the East Bank of St Charles Parish (“**Levee**”); and,

WHEREAS, **Parish** wishes to construct a transportation path for bicycle(s) and pedestrians atop the Mississippi Flood Control Levee in said **Parish**; and,

WHEREAS, **District** by motion adopted on February 18, 2002 has set certain conditions on **Parish** for the construction, maintenance, and use of proposed bicycle and pedestrian path through a Cooperative Endeavor Agreement; and, authorized its President to enter into said Cooperative Endeavor Agreement; and,

WHEREAS, the **St. Charles Parish Council** by resolution 5017 \_\_adopted on 5-6-02 \_\_, authorized it Parish President to enter into the Cooperative Endeavor Agreement; and,

WHEREAS the residents of the East Bank of St Charles Parish will benefit from the proposed path;

NOW, THEREFORE The Parties agree as follows:

This agreement will constitute a non-assignable **LETTER of NO OBJECTION** to the **Parish** for its proposed use of the Mississippi River Levee Servitude on the East Bank of St Charles Parish (“**Project Area**”) to construct a bicycle and pedestrian path (“**Project**”) between Levee Station Number 5493+00 and 5911+78.8.

The **Letter of No Objection** is subject to the following conditions:

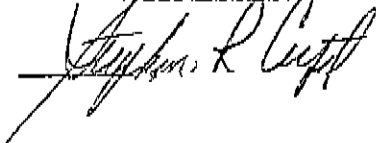
- A. **District** retains any and all rights of ingress and egress to the **Project Area**, the levee and its right-of-way, the batture, and the right to grant such ingress and egress to others without notice to **Parish**.
- B. **Parish** must obtain all necessary authorizations, permissions and/or permits from all necessary persons and agencies, including, but not limited to the Corps of Engineers and the Louisiana Department of Transportation and Development..
- C. **Project** shall be constructed of sufficient width and strength to support **District**’s vehicles and other equipment, Corps of Engineers vehicles and other equipment, Office of Emergency Preparedness and/or its representatives and any other emergency or security vehicles required to traverse the crown of the levee during inspections, potential or impeding flood conditions, normal operations and maintenance activities, levee security patrolling, high water, heavy or prolonged rains leading to saturated levee conditions or any need for travel by the **District** to perform its duties and operations.
- D. **Parish** will construct or have constructed and will maintain **Project** and **Project Area** at its expense and **District** shall not be liable to **Parish** because of any damage to the **Project** or **Project Area** caused by the **District** in its normal operations in performing its duties and responsibilities for maintenance, inspections during high river rises, or flood fight conditions.

- E. Parish shall make arrangements with existing owners of Letters of No Objection and/or property owners as needed or required for adapting the areas traversed by the **Project** where there is an existing use and make accommodations or agreements with those users as needed to make the area compatible for use by all parties.
- F. This letter of no objection shall in no way be interpreted nor construed to mean that **District** owns in fee to or has a servitude over the **Project Area** for the **Project**, nor does the **District** warrant by this agreement that **Parish** has the right to use the **Project Area** for the **Project**. **Parish** shall be solely responsible for, and shall hold the **District** harmless from any payment of any and all compensation that may be due, or may become due, to any owner, operator, or lessee of any property affected by the **Project** under existing or any future law for use of the property encompassed within the **Project Area**.
- G. **Parish** has inspected the **Project Area**, found it suitable for its intended purposes and accepts that area in its present condition and assures the **District** that **Parish's** construction, use and operation of its **Project** facilities will not entail building below grade and section of existing levee.
- H. **Parish** shall not place any object or improvement of any nature in the **Project Area** without the prior written approval of **District**.
- I. **Parish** meets and cooperates with and obtains approval of all adjacent governmental agencies and interested civic associations to determine and take all practical steps to minimize the impact of the project on surrounding areas.
- J. **Parish** shall submit all plans and specifications to the **District** for its approval as it relates to the **District's** responsibilities.
- K. **Parish** acknowledges that it will have shared use of the **Project Area** and therefore it shall use the **Project Area** at its own risk and agrees to defend, indemnify and hold the **District**, its officers, commissioners, agents, employees and contractors harmless against any loss, cost, expense, damage, claim, action or liability claimed, paid, suffered or incurred as a result of the **Project** with the Mississippi River Levee servitude, by reason of any act, thing, or omission, or by reason of the **Project** on the Mississippi River Levee servitude
- L. **Parish** agrees to provide, at its own cost and expense, and to maintain in full force and effect for the duration of the **Project** and after a policy of public liability and property damage insurance with the **Pontchartrain Levee District** as additional named insured, protecting the **District**, its officers, commissioners, agents, employees and contractors, with respect to any liability that may be imposed by law to third persons for bodily injury or death, or damage to property of a third person arising out of or in connection within the Mississippi River Servitude. The minimum amount of such liability insurance shall be TWO MILLION AND NO/100(\$2,000,000.00) DOLLARS.
- M. **Parish** shall provide for all necessary signage for proper bicycle and pedestrian travel information and safety needs for the **Project Area** with their structure and location to be approved by the **Distict**.
- N. **Project** shall be used only for pedestrian and non-motorized bicycle traffic. No temporary or permanent change of this use shall be made without the expressed written consent of the **District**.
- O. **Parish** shall adopt ordinances or other legal rules regarding the use of the **Project and Project Area** subject to approval of the **District**.
- P. **District** shall have the right, after consultation with the **Parish**, U.S. Army Corps of Engineers, Louisiana Department of Transportation and Development(Office of Public Works and Intermodal Transportation), Louisiana Office of Emergency Preparedness, to close all public access to the **Project Area** during high water surveillance periods, with proper notification to bicycle and pedestrian public being provided by **Parish**.

- Q. **Parish** acknowledges the **District's** obligation to insure the structural integrity of the Mississippi River Levee, to maintain the levee, and to exercise its law enforcement jurisdiction on or adjacent to the levee. Consequently, if an emergency occurs and the **District** determines that the performance of its above obligation is materially and detrimentally affected by the completed or uncompleted **Project**, the **District** may immediately, without notice, remove any object(s) and improvement(s) placed in the **Project Area** at the expense of the **Parish** or terminate this agreement of both. If no emergency exists, but the performance of the above obligation(s) by the district is materially and detrimentally affected by the **Project**, or if so ordered by the U.S. Army, Corps of Engineers or the Louisiana Department of Transportation and Development, the district may remove any object(s) and improvement(s) placed in the **Project Area** at the expense of the **Parish** or terminate this agreement or both, after thirty(30) days prior written notice.
- R. **Parish** acknowledges that if it is necessary to raise, move, maintain or otherwise alter the levee to maintain its structural integrity or intended purpose, the Project may be removed by **District** at **Parish's** expense and **District** will have no obligation to reconstruct the **Project** nor pay the value or cost of the **Project** nor its replacement. Such replacement shall be performed by **Parish**.
- S. **Parish** agrees to be responsible to any funding agency for the funds advanced or furnished for the construction and maintenance of the **Project** even if this agreement is subsequently terminated.
- T. District retains its jurisdiction to police the **Project and Project Area**, the levee, the batture and the areas adjacent thereto in performing its legal responsibilities, but not specifically for bicycle and walking activities. The **Parish** will be responsible for policing their **Project** and its intended use and purpose with some shared responsibilities subsequently agreed to between the **District** and the **Parish**.
- U. This agreement shall continue as long as the **Parish** maintains the **Project** in a safe condition, unless earlier terminated as provided within.
- V. On termination of this agreement, **Parish** agrees that it will remove the **Project**, and any other improvements placed in the **Project Area** and leave the **Project Area** in its original or better condition as determined by the **District**.
- W. Should it be necessary for the **District** to file suit to enforce the conditions of this agreement, the **Parish** agrees to pay the **District's** reasonable attorney fees and court costs. If **District** shall without fault on its own part be made a party to any claim or litigation commenced by or against the **Parish**, **Parish** shall pay all costs and reasonable attorney and court costs incurred by the **District** in connection therewith.
- X. Such other conditions as are reasonably necessary to render the **Project** compatible with the residents of the surrounding area and the obligations of the **District**.
- Y. This agreement is entered into by the parties to reflect the **Parish's** acceptance of all the terms and conditions of the motion adopted by **District** on February 18, 2002. This agreement does not supersede the motion and the terms and conditions of the agreement shall be the governing terms and conditions between the parties.

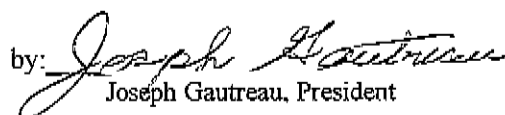
THUS DONE AND EXECUTED by the parties before the undersigned competent witnesses on the day, month and year first written above.

WITNESSES:

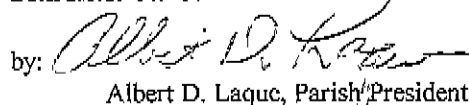


Valarie Berthelot

PONTCHARTRAIN LEVEE DISTRICT

by:   
Joseph Gautreau, President

PARISH OF ST. CHARLES

by:   
Albert D. Laque, Parish President