

*Ord*

**2014-0320**

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(CHIEF ADMINISTRATIVE OFFICER)**

**ORDINANCE NO. 14-10-10**

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement between St. Charles Parish and the Sunset Drainage District to define the respective rights, duties, responsibilities, and liabilities.

**WHEREAS,** the PARISH and the DISTRICT have joint responsibility for providing adequate drainage and comprehensive flood control protection for the lives and property of its citizens within their territorial jurisdictions; and,

**WHEREAS,** Article VII, Section 14(C) of the Louisiana Constitution of 1974 provides in part that, "For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual"; and,

**WHEREAS,** the PARISH, acting through the Parish Council for St. Charles Parish, has constitutional and statutory authority for establishing, acquiring, constructing, improving, extending, and maintaining drainage and flood control projects within its territory and to cooperate with and enter into cooperative endeavor agreements and arrangements with other political subdivisions and drainage districts for drainage and flood control projects with the power to enter into maintenance agreements to maintain drainage and flood control structures and levees; and,

**WHEREAS,** the DISTRICT is a legislatively created local political subdivision drainage district of the State of Louisiana with the statutory authority to contract, including cooperative endeavor agreements, for the construction, operation, maintenance, repair, rehabilitation, or replacement of any drainage and flood control project; and,

**WHEREAS,** this Agreement will be mutually beneficial to the parties in the furtherance of their respective statutory purposes, duties, and authorities, and each party expects to receive benefits for the themselves and the public at least equal to the costs and responsibilities undertaken pursuant to this Agreement; and,

**WHEREAS,** the PARISH assumed the governing authority of the DISTRICT and it is in the public's best interest that the assets be transferred and the authority to act on behalf of the DISTRICT be provided to the PARISH; and,

**WHEREAS,** the purposes of the Agreement is to define the respective rights, duties, responsibilities and liabilities between the PARISH and the DISTRICT assumed under this Agreement with respect to the "PROJECT".

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Cooperative Endeavor Agreement between St. Charles Parish and Sunset Drainage District to define the respective rights, duties, responsibilities, and liabilities of both parties is hereby approved and accepted.

**SECTION II.** That the Parish President is hereby authorized to execute said Cooperative Endeavor Agreement on behalf of St. Charles Parish.

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

**YEAS:** SCHEXNAYDRE, LEWIS, WILSON, BENEDETTO, HOGAN, COCHRAN  
FISHER-PERRIER

**NAYS:** NONE

**ABSENT:** WOODRUFF, FLETCHER

And the ordinance was declared adopted this 6th day of October, 2014, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *[Signature]*

SECRETARY: *[Signature]*

DLVD/PARISH PRESIDENT: 10-8-14

APPROVED: *[Signature]* DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: *[Signature]*

RETD/SECRETARY: 10-8-14

AT: 2:00pm RECD BY: *[Signature]*

**COOPERATIVE ENDEAVOR AGREEMENT  
BY AND BETWEEN  
ST. CHARLES PARISH  
AND  
SUNSET DRAINAGE DISTRICT**

**THIS AGREEMENT** entered into and on the date hereinafter written by and between:

**ST. CHARLES PARISH**, a local political subdivision of the State of Louisiana, with its domicile parish seat at Hahnville, Louisiana, represented herein by V. J. St. Pierre, Jr., its President duly authorized by vote of its Parish Council dated 10-6-14, attached hereto and made a part hereof, hereinafter sometimes referred to as "PARISH;" and,

The **SUNSET DRAINAGE DISTRICT**, a drainage district authorized by the laws of the State of Louisiana with its primary business domicile in Hahnville, Louisiana in St. Charles Parish, represented herein by Julia Fisher Perrier, its President of the Board of Commissioners, duly authorized by resolution of its Board of Commissioners dated 10-6-14 attached hereto and made a part hereof, hereinafter sometimes referred to as "DISTRICT."

**WITNESSETH THAT:**

**WHEREAS**, the PARISH and the DISTRICT have joint responsibility for providing adequate drainage and comprehensive flood control protection for the lives and property of its citizens within their territorial jurisdictions; and,

**WHEREAS**, ARTICLE VII, SECTION 14( C) of the LOUISIANA CONSTITUTION OF 1974 provides in part that, "*For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;*" and,

**WHEREAS**, the PARISH, acting through the Parish Council for St. Charles Parish, has constitutional and statutory authority for establishing, acquiring, constructing, improving, extending, and maintaining drainage and flood control projects within its territory and to cooperate with and enter into cooperative endeavor agreements and arrangements with other political subdivisions and drainage districts for drainage and flood control projects with the power to enter into maintenance agreements to maintain drainage and flood control structures and levees; and,

**WHEREAS, the DISTRICT** is a legislatively created local political subdivision drainage district of the State of Louisiana with the statutory authority to contract, including cooperative endeavor agreements, for the construction, operation, maintenance, repair, rehabilitation, or replacement of any drainage and flood control project; and,

**WHEREAS,** this Agreement will be mutually beneficial to the parties in the furtherance of their respective statutory purposes, duties, and authorities, and each party expects to receive benefits for the themselves and the public at least equal to the costs and responsibilities undertaken pursuant to this Agreement; and,

**WHEREAS,** the PARISH assumed the governing authority of the DISTRICT and it is in the public's best interest that the assets be transferred and the authority to act on behalf of the DISTRICT be provided to the PARISH; and,

**WHEREAS,** the purposes of the Agreement is to define the respective rights, duties, responsibilities and liabilities between the PARISH and the DISTRICT assumed under this Agreement with respect to the "PROJECT;" and,

**WHEREAS, the PARISH and the DISTRICT** have the complete legal authority and capacity to enter into the terms of this Agreement; and,

**NOW, THEREFORE,** in consideration of the premises and mutually dependent covenants contained herein, the parties agree to the following:

#### **ARTICLE I – PURPOSE AND INTENT**

The purpose and intent of the Agreement is to authorize the PARISH to administer, manage, fund, implement, operate, maintain, provide, utilize, police, repair, replace, construct, and or rehabilitate earthen levees, bulkheads, embankments, canals, floodwalls, floodgates, temporary pumps, pumping stations and associated buildings and any servitudes or easements associated with these items located within the Sunset Drainage District on behalf of the DISTRICT without requiring approval of the DISTRICT.

All DISTRICT monetary assets, property, rights-of-way, servitudes, buildings, structures, equipment, personnel are hereby transferred to the PARISH in exchange for the services and funding provided by PARISH in the furtherance of purpose and intent of this agreement.

#### **ARTICLE II – AUDIT AND MAINTENANCE OF RECORDS**

- A. The PARISH, on behalf of the DISTRICT, shall keep books, records, documents, and other evidence pertaining to the costs and expenses incurred pursuant to this Agreement according to laws of the State of Louisiana;

### **ARTICLE III – HOLD HARMLESS AND INDEMNIFICATION**

- A. The PARISH assumes full responsibility for the performance of its obligations under this Agreement and any future Agreement(s) or Amendments to the Project; The PARISH relieves the DISTRICT for any of its responsibilities while implementing this Project other than those obligations specifically undertaken by the DISTRICT except for any damages arising from the obligations undertaken by the DISTRICT, its appointed officials, employees, agents, representatives and contractors.
- B. The PARISH shall indemnify, hold harmless and defend the DISTRICT, its appointed officials, employees, agents, representatives and contractors, from and against any and all claims, demands, suits under law, causes of action, losses or liabilities of every kind, character and nature and shall pay in full any judgment, including any attorney fees, costs and legal interest, which may be rendered against the DISTRICT on account of the injuries to or death of any persons, or damage to any property of others, arising or allegedly arising out of or in any way connected with or in concert upon the performance by the DISTRICT, its appointed officials, employees, agents, representatives and contractors, of its obligations within this Agreement, except for those claims, demands, causes of action, losses or liabilities resulting from the sole or concurrent negligence of the DISTRICT.

### **ARTICLE IV- COMPLIANCE WITH LAWS**

In acting pursuant to the rights and obligation set forth throughout this Cooperative Endeavor Agreement, the parties shall comply with all applicable federal, state and local laws, ordinances and regulations including but not limited to Louisiana Public Bid Law (La. R.S. 38:2211, et seq.)

### **ARTICLE V- PERSONS NOT TO BENEFIT**

No elected or appointed public official shall be permitted to personally benefit from this Agreement.

### **ARTICLE VI- APPLICABLE LAW**

This Agreement shall be governed by and interpreted to the laws of the State of Louisiana and the ordinances of St. Charles Parish. The parties agree and consent to the jurisdiction of the state court within St. Charles Parish, State of Louisiana and the appellate court assigned to hear matters from St. Charles Parish. The parties agree to all actions and proceedings arising out of this Agreement shall be litigated in the District Court for St. Charles Parish.

## **ARTICLE VII- SEVERABILITY AND SURVIVAL OF THE AGREEMENT**

Each provision of this Cooperative Endeavor Agreement is severable from the other provisions. Should any provision of the Agreement be found invalid or unenforceable, then the provision or its part thereof, in question or contested shall be ineffective only to the extent required by law, without invalidating the remainder of the provision or the remainder of the other provisions found in this Agreement or the Agreement, itself. To the extent permitted by law, any provision found to be invalidate or unenforceable, then that provision shall be redrawn to the extent necessary to render it valid or enforceable consistent with the intent of the parties as demonstrated throughout this Agreement.

## **ARTICLE VIII- ENTIRE AGREEMENT**

This Agreement and any exhibits attached to this Agreement shall constitute the entire agreement between the parties pertaining to the subject matter of this Agreement. This Agreement supersedes any and all prior and contemporaneous written and oral agreements or understandings between the Parties. Except as otherwise provided within this Agreement, the terms and conditions may not be amended, superseded, terminated or altered except by agreement evidenced by written instrument signed by both Parties, authorized and approved by certified copies of resolutions by the St. Charles Parish Council and the Sunset Drainage District Board of Commissioners.

## **ARTICLE X-TERMINATION FOR CAUSE**

- A. Either party may terminate this Agreement for cause based upon the failure of the other party to comply with the terms and conditions set forth in this or any future Agreement. Provided, however, that the party seeking to terminate the Agreement, shall give the other party in noncompliance written notice specifying the failure to comply. If within thirty (30) days after receipt of such notice, the party in noncompliance shall not have either corrected the failure or proceeded diligently to complete the correction, the party seeking termination may, at its option, place the non-complying party in default and the Agreement shall terminate on the date specified in the notice.
- B. Any termination of this Agreement shall not relieve the parties of liability for any obligation previously incurred.
- C. Should the DISTRICT cause this Agreement to be terminated, then the DISTRICT SHALL reimbursed the PARISH for any capital outlay or capital expenses (less depreciation) associated with the implementation or in the executing of this Agreement and expenses associated with the termination of this agreement; after reimbursement has been received by PARISH the DISTRICT will assume control and ownership of any equipment purchased and any improvements made in furtherance of the purpose of this agreement;

## **ARTICLE XI- TERMINATION WITHOUT CAUSE**

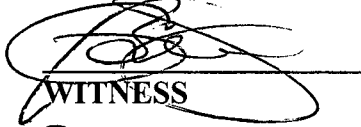
Any party may terminate this Agreement without cause or for any reason by giving the other party ninety (90) days written notice in which such notice shall state the date of the party's termination of or withdrawal from this Agreement. The date of termination or withdrawal from this Agreement in the notice shall not be shorter than the ninety (90) days from the date of the notice. The terminating party SHALL reimburse the other party for any capital outlay or capital expenses (less depreciation) associated with the implementation or in the executing of this Agreement and expenses associated with the termination of this agreement; after reimbursement has been received by opposite party the terminating party will assume control and ownership of any equipment purchased and any improvements made in furtherance of the purpose of this agreement;

## **ARTICLE IX- MISCELLANEOUS PROVISIONS**

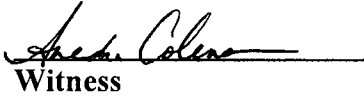
- i. All the provisions of this Agreement shall inure to the benefit of and be binding upon the Parties, their heirs, successors and assigns;
- ii. The Parties mutually agree that the PARISH has the authority to execute any and all agreements as may be necessary or expedient in the furtherance of the affairs of the DISTRICT having been authorized by the and approved by the St. Charles Parish Council and the Sunset Drainage District Board of Commissioners, as evidenced by certified copies of the resolutions of the Council and the District;
- iii. The Agreement shall become effective by the execution and signing by the Parties below after having been approved by the St. Charles Parish Council and the Sunset Drainage District Board of Commissioners, evidenced by certified copies of their respective resolutions;
- iv. Except as otherwise provided above, this Agreement shall remain in effect until termination by written mutual consent of all parties in writing evidenced by the resolutions of the St. Charles Parish Council and the Sunset Drainage District;
- v. Any borrow material excavated from Lot 761 [also known as Fractional Ten (10) in Township 14 South, Range 20 East, Parish of St. Charles, State of Louisiana containing Two Hundred Eighty-Five and 60/100 (285.60) acres, more or less] that is 1) determine to be useful in the construction of flood protection infrastructure shall only be utilized in the construction and/or improvement of flood protection infrastructure within the boundary of the Sunset Drainage District in perpetuity, and 2) determined to be non-useable for in the construction and/or improvement of flood protection infrastructure within the boundary of the Sunset Drainage District but useable for any other purpose shall require approval for its use by the DISTRICT.
- vi. The use of Lot 761 for any purpose of other than providing borrow material as previously specified shall require approval for such use by the DISTRICT.
- vii. The Cooperative Endeavor Agreement may be executed in multiple originals.

THUS SIGNED AND EXECUTED, in St. Charles Parish, by the duly authorized representative of St. Charles Parish, State of Louisiana on this 8<sup>th</sup> day of October, 2014, in the presence of the undersigned witnesses, who having signed their names, and together with me, Notary, witnessed the signature of the authorized representative of St. Charles Parish.

SIGNATURE

  
WITNESS

Gary Bol Jr. PO Box 428  
Print Name and Address LaPlace, LA 70069

  
Witness

Andrea Coleman PO Box 92 St. Rose, LA 70087  
Print Name and Address

ST CHARLES PARISH

BY



V.J. ST. PIERRE, JR.  
PRESIDENT



NOTARY PUBLIC

2000 S. Union St.

Name and Address

58825

Notarial Number

Bar Number if applicable

Commission expires:

at desired

THUS DONE AND EXECUTED, in the Parish of St. Charles, State of Louisiana, by the duly authorized representative of Sunset Drainage District, State of Louisiana, on this 8<sup>th</sup> day of October, 2014, in the presence of the undersigned witnesses, who having signed their names, together with me, Notary, and after having witnessed the signature of the representative of the Sunset Drainage District.

SUNSET DRAINAGE DISTRICT

SIGNATURE:

[Signature]  
Witness

BY [Signature]  
Julia Fisher-Ferrier,  
PRESIDENT

[Signature]  
Print Name and Address: P.O. Box 302  
Hahnville, LA 70057

Valarie R. Berthelot  
Witness

Valarie R. Berthelot P.O. Box 302  
Print Name and Address: Hahnville, LA 70057

[Signature]

NOTARY PUBLIC

[Signature]

Name and Address

58227

Notarial Number

Bar Number if applicable

Commission expires:

at death

