

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE PONTCHARTRAIN LEVEE DISTRICT
AND ST. CHARLES PARISH**

This Intergovernmental Agreement is entered into on the dates hereinafter subscribed, by and between:

**THE PONTCHARTRAIN LEVEE DISTRICT
BOARD OF COMMISSIONERS,**

a political subdivision created by the Louisiana Legislature, represented herein by RICKY BOSCO, its President, whose mailing address is declared to be Post Office Box 426, Litcher, Louisiana 70071, duly authorized by a Resolution of the Board of Commissioners adopted on the 19th day of November, 2018, a copy of which is attached hereto and made a part hereof (hereafter referred to as the "PLD"); and

ST. CHARLES PARISH,

a political subdivision of the State of Louisiana, represented herein by LARRY COCHRAN, its Parish President, whose mailing address is declared to be Post Office Box 302, Hahnville, Louisiana 70057, duly authorized pursuant to Ordinance No. _____, adopted by the St. Charles Parish Council on the ____ day of _____, 2018, a copy of which is attached hereto and made a part hereof (hereafter referred to as the "Parish");

WITNESSETH:

NOW come the Pontchartrain Levee District, Board of Commissioners (PLD) and St. Charles Parish (PARISH), through their duly authorized representatives, who declare that they are availing themselves of the provisions of law, and they do hereby enter into this Intergovernmental Agreement (hereinafter "Agreement"), to assist Parish regarding drainage issues associated with Prescott Canal and Montz area, and who hereby agree as follows:

WHEREAS, PARISH is commissioned with hurricane protection, flood control and drainage for the residents and commercial entities located in St. Charles Parish, Louisiana;

WHEREAS, PLD is commissioned with flood control and hurricane protection for the residents and commercial entities located in the Parishes of East Baton Rouge, Iberville, Ascension, St. James, St. John the Baptist, and St. Charles, Louisiana;

WHEREAS, PLD entered into a permanent public servitude agreement with Lewis D. Prescott, duly recorded with the Clerk of Court and Recorder of Conveyances for the Parish of St. Charles, State of Louisiana, at COB JJ, folio 475, on the 9th day of June, 1936, relative to the “Prescott Canal” located in Montz, St. Charles Parish, Louisiana;

WHEREAS, PLD and PARISH recognize the benefit of continued maintenance of the Prescott Canal and related drainage features to benefit the residents, landowners, and businesses located in the Montz area of St. Charles Parish, Louisiana;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. PLD grants unto the PARISH, its agents, representatives and employees, the right of ingress and egress to and from said servitudes described in the aforementioned agreement between Lewis D. Prescott and PLD, to maintain, repair, operate, patrol and/or replace a drainage channel, including all appurtenances thereto, solely in accordance with the terms of the servitude agreement.
2. PLD grants unto the PARISH, its agents, representatives and employees, ingress and egress for the maintenance of any connecting canals, and the parties further understand that any dredged material taken from said existing and/or connecting canals shall be placed on the embankment area of the said servitude.
3. PARISH agrees to undertake the activities set forth above in a safe and prudent manner and shall be responsible for any applicable permits and shall conform and adhere to all federal, state and local laws and ordinances in the completion of its work.

4. PARISH further agrees that PLD shall have no financial contribution or responsibility in this work, and the PARISH shall provide all equipment, manpower, and cost associated with the work set forth herein.
5. PARISH hereby recognizes the benefit and value being provided by this Agreement and does hereby agree to indemnify and hold harmless the Pontchartrain Levee District from any and all liability associated with the drainage project described hereinabove. The indemnity provision set forth herein shall survive any cancellation or the term of this Agreement.
6. Any notifications required under this Agreement shall be directed to the addresses set forth below, unless this Agreement is otherwise amended in writing:

Pontchartrain Levee District

Post Office Box 426
Lutcher, Louisiana 70071

With a copy to:

Dwight D. Poirrier, APLC
Attn: Dwight D. Poirrier
Post Office Box 868
Gonzales, LA 70707-0868

St. Charles Parish

Post Office Box 302
Hahnville, LA 70057

With a copy to:

Director of Legal Services
Post Office Box 302
Hahnville, LA 70057

and

Director of Public Works
Post Office Box 302
Hahnville, LA 70057

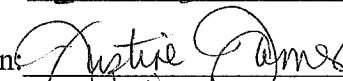
7. PLD and PARISH further recognize that if either party seeks to enforce the provisions of this Agreement, venue and jurisdiction shall hereby be established in the 29th Judicial District Court in and for the Parish of St. Charles, State of Louisiana.

8. This Agreement is strictly between the parties hereto and shall not be assigned without the express written consent of both parties.
9. This Agreement is the entire and complete agreement between the parties. Any amendment to this Agreement must be in writing and approved by both parties.
10. If any provision of this Agreement shall be held invalid, the remaining provisions shall survive and be interpreted as if the invalid provision were not present in the Agreement.


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

WITNESS:

Sign: 
Print: Denise D Perre

Sign: 
Print: Justine James

THE PONTCHARTRAIN LEVEE DISTRICT
BOARD OF COMMISSIONERS:

By: 
Ricky Bosco, President

DATE: 11-27-18

WITNESS:

Sign: _____
Print: _____

Sign: _____
Print: _____

ST. CHARLES PARISH

By: _____
Larry Cochran, Parish President

DATE: _____

MOTION

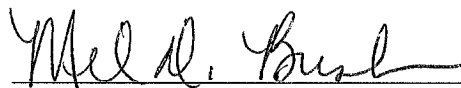
A motion was offered by Commissioner Allen J. St. Pierre, Sr. and seconded by Commissioner Trey Granier for continued maintenance of Prescott Canal and related drainage features, located in Montz, St. Charles Parish, Louisiana, and to approve Ricky Bosco, President, to execute said agreement as recommended by committee on November 15, 2018.

The motion carried unanimously.

CERTIFICATE

I, Mel D. Bush, Secretary to the Board of Commissioners for the Pontchartrain Levee District do hereby certify that the above and foregoing is a true and correct copy of a motion adopted by the Board at a regular meeting held on the 19th day of November, 2018, at which a quorum was present.

LUTCHER, LOUISIANA, this 29th day of November, 2018.



Mel D. Bush, Secretary