

Ord.

2013-0265

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF WATERWORKS)**

ORDINANCE NO. 13-8-13

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with St John the Baptist Parish for an East Bank Waterline Interconnection.

WHEREAS, Article VII, Section 14 (C) of the Louisiana Constitution of the State of Louisiana provides that "For a public purpose, the state and its political subdivisions or political corporation 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, St. Charles Parish and St John the Baptist Parish have decided it to be in the best interest of their residents to have an interconnected water line that will allow St Charles Parish to send water to St John the Baptist Parish across their legal boundaries; and,

WHEREAS, there exists a need for an additional supplementary water source for the residents of St. John the Baptist Parish and the St. Charles Parish Department of Waterworks has excess capacity to meet this need; and,

WHEREAS, St John the Baptist Parish is undertaking the construction of the project and will transfer ownership of said project to St Charles Parish upon completion.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Cooperative Endeavor Agreement between St. Charles Parish and St John the Baptist Parish for an East Bank Waterline Interconnection is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Cooperative Endeavor Agreement.

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

YEAS: SCHEXNAYDRE, WILSON, WOODRUFF, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: FAUCHEUX

And the ordinance was declared adopted this 19th day of August, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Wendy Benedetto
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: 8/21/13
AT: 11:00 am RECD BY: [Signature]

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
ST. JOHN THE BAPTIST PARISH
AND
THE PARISH OF ST. CHARLES
FOR
EAST BANK WATERLINE INTERCONNECTION**

THIS AGREEMENT entered into this 26th day of August, 2013, by and between ST. JOHN THE BAPTIST PARISH (hereinafter the "SJB"), represented by Parish President Natalie Robottom and the Parish of St. Charles (hereinafter the "Parish"), as authorized by the Parish Council, represented by its President.

WITNESSETH THAT:

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides 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, St. John the Baptist Parish and St. Charles Parish have decided it to be in the best interest of their residents to have an interconnected water line that will allow St. Charles Parish the ability to send water to St. John the Baptist Parish across their legal boundaries (hereinafter referred to as the "Project"); and

WHEREAS SJB is undertaking the construction of the Project and has hired WGS Contractors to complete such Project, the construction of which will impact a facility owned by the Parish, namely the installation of an 12-inch to 8-inch reducer and a portion of piping in the necessary length to connect the water services of the separate political subdivisions (hereinafter referred to as the "Facility").

WHEREAS the current time constraints on the Project require an expedited delivery schedule, including the performance of the waterline connection, SJB has determined to be necessary for the Project, and considering that SJB has already significantly developed the plans and specifications for the project, including the locating and identifying of routes and contracting a subcontractor, the parties agree that in order to maintain efficiency and expediency, it is in the best interest of the Project that SJB perform the extension and connection of the Parish's Facility necessary for the Project; and

WHEREAS, the Parish, with the approval of the Parish Council, herein authorizes SJB to perform the connection on behalf of the Parish, a detailed description of the work to be performed is attached hereto as Exhibit A; and

WHEREAS, in furtherance thereof, SJBP and the Parish desire to enter into this agreement providing for SJBP to extend and connect the waterlines per the plans and specifications and ensure the performance of the interconnection of the Parish's Facility that SJBP determines to be necessary for the construction of the Project.

WHEREAS, any water usage will be metered at a rate pursuant to St. Charles Parish Code of Ordinances Part II, Chapter 23.

NOW, THEREFORE, SJBP and the Parish, agree as follows:

I. Obligations of the Parish

The Parish, with the approval of the Parish Council, hereby authorizes SJBP to enter onto the property of the Parish and to perform the connection of water Facility on behalf of the Parish and SJBP. SJBP shall obtain all necessary permits to have worked performed.

II. Obligations of SJBP

SJBP agrees to have its contractor WGS Contractors perform the work described in Exhibit A as a part of the construction of the interconnected water line. Construction will be performed by SJBP's contractor as part of the construction of the subject project.

III. Liability

As a requirement of SJBP undertaking the described work, that as long as SJBP and its contractor perform the plans in a workmanlike manner, the Parish and SJBP hereby mutually agree to hold the other, its employees, officers, and assigns, harmless for any damage that may occur as a result of the extension and connection of the above Facility.

IV. Acceptance and Release

Once the subject work is complete SJBP will tender the work within Parish's legal boundaries to the Parish. At that time the Parish and SJBP will perform its final inspection of the subject work for compliance and completeness and, after appropriate testing of the work, sign a Final Acceptance and Release. This Final Acceptance and Release will certify that the work performed by SJBP and its contractors has been reviewed and found to be complete and in compliance with all project plans, specifications, agreements, and all local, state and federal laws governing the work; that SJBP and its contractors have fulfilled all contractual obligations in performance of the extension and connection of the Parish's Facility; and the Parish understands that by signing this Final Acceptance and Release it will release and relieve, SJBP, its contractors, assigns and their employees from any and all past, present, and future liability due to the performance and fitness of any and all work carried out in the extension and connection of Facility, with the contractor being subject to any warranty afforded by law. Any such warranty claim against contractor shall first be brought to the attention of SJBP. Parish will be responsible

for the upkeep and future repairs of the Facilities transferred to it upon executing the Final Inspection and Release.

V. Notices


All notices or demands required to be given, pursuant to the terms of this Agreement, shall be given to the other party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, by acknowledged e-mail, or to such other address or written form of communication as the parties may substitute by written notice, by giving at least 7 day notice of such change.

If to SJBP: ATTN: Parish President Saint John the Baptist Parish 1801 W. Airline Hwy. LaPlace, Louisiana 70068	If to Parish: ST. CHARLES PARISH Department of Waterworks P.O. Box 108 Luling, Louisiana 70070
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date first written above once actually received by all parties.

PARISH OF ST. CHARLES

ST. JOHN THE BAPTIST PARISH

BY: 

V.J. ST. PIERRE
Parish President
Department of Waterworks
Parish of St. Charles, as authorized by
the St. Charles Parish Council


BY: 

NATALIE ROBOTOM
Parish President

ATTORNEY'S CERTIFICATE OF AUTHORITY

I, Leon C. Vial, III, Attorney for the St. Charles Parish, certify that V.J. St. Pierre, President of St. Charles Parish, as authorized by the St. Charles Parish Council, has authority to grant the above Authorization for and Right of Entry for waterline extension and interconnect, East Bank and Vicinity, that said irrevocable authorization for and right of entry is executed by the proper duly-authorized officer; and that the irrevocable authorization for and right of entry is in sufficient form to grant the authorization for and right of entry therein stated.

Witness my signature as the Attorney for the Parish of St. Charles this 22nd day of August 2013.

BY: 
LEON C. VIAL, III
Attorney for St. Charles Parish