

2024-0410

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 24-12-15

An ordinance approving and authorizing the execution of a Cooperative Endeavor Agreement between the Pontchartrain Levee District (PLD) and St. Charles Parish (Parish), agreeing to transfer ownership and at which time St. Charles Parish will assume all maintenance, repairs and operations of the Cross Bayou Pump Station.

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"; and,

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; and,

WHEREAS, Ordinance No. 16-7-4 adopted on July 5, 2016, by the St. Charles Parish Council, approved and authorized the execution of the Cooperative Endeavor Agreement between The Pontchartrain Levee District (PLD) and St. Charles Parish (Parish), which supersedes and replaces the Cooperative Endeavor Agreements between the PLD and the Parish executed by the PLD and the Parish on January 16, 2001, and January 10, 2001, respectively, for overall maintenance of certain structures constructed within the "ST. CHARLES PARISH LEVEE PROJECT"; and,

WHEREAS, the PLD and the Parish desire to transfer ownership of the CROSS BAYOU PUMP STATION, including any necessary immovable and movable property, and all servitude rights to St. Charles Parish, along with all permits, through the execution of an Act of Donation; and,

WHEREAS, the PLD and the Parish have performed a comprehensive "walk down/inspection" to identify maintenance and repairs that are necessary for the upkeep and operation of the CROSS BAYOU PUMP STATION. Additionally, PLD and the Parish requisitioned a report entitled "St. Charles Parish Cross Bayou Stormwater Pump Station Upgrade" dated October 19, 2021, and prepared by WSP, for the design, labor and materials, and for specific repairs and maintenance items of the CROSS BAYOU PUMP STATION; and,

WHEREAS, in consideration of the ongoing obligations and responsibilities of the parties along with the above referenced necessary maintenance and repairs pertaining to the CROSS BAYOU PUMP STATION, PLD and the Parish have agreed to a transfer of ownership and operation of the CROSS BAYOU PUMP STATION, including any necessary immovable and movable property, and all servitude rights to St. Charles Parish, along with all permits, through an Act of Donation and any other necessary transfer documentation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Cooperative Endeavor Agreement between the Pontchartrain Levee District (PLD) and St. Charles Parish (Parish), agreeing to transfer ownership and at which time St. Charles Parish will assume all maintenance, repairs and operations of the Cross Bayou Pump Station is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute any and all documents necessary to complete said Cooperative Endeavor Agreement and to transfer ownership of Cross Bayou Pump Station in accordance with the terms and conditions set out in said Agreement.

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

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE,
O'DANIELS, FISHER, DEBRULER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted the 16th day of December, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Dupastat
DLVD/PARISH PRESIDENT: December 17, 2024
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: December 17, 2024
AT: 3:29pm RECD BY: [Signature]

**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 **SENECCA D. BOUDREAUX**, its President, duly authorized by a Resolution of the Board of Commissioners adopted on the 16th day of December, 2024, and hereinafter referred to as the "PLD"; and

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by **MATTHEW JEWELL**, its Parish President, whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057, duly authorized pursuant to Ordinance No. 24-12-15, adopted by the St. Charles Parish Council on the 16th day of December, 2024, 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.

WHEREAS, on July 18, 2016, PLD and the Parish entered into a Cooperative Endeavor Agreement pertaining to the continued operation, maintenance, repair, replacement, and rehabilitation of the CROSS BAYOU PUMP STATION.

WHEREAS, the PLD and the Parish desire to transfer ownership of the CROSS BAYOU PUMP STATION, including any necessary immovable and movable property, and all servitude rights to St. Charles Parish, along with all permits, through the execution of an Act of Donation.

WHEREAS, the PLD and the Parish have performed a comprehensive “walk down/inspection” to identify maintenance and repairs that are necessary for the upkeep and operation of the CROSS BAYOU PUMP STATION. Additionally, PLD and the Parish requisitioned a report entitled “St. Charles Parish Cross Bayou Stormwater Pump Station Upgrade” dated October 19, 2021, and prepared by WSP, for the design, labor and materials, and for specific repairs and maintenance items of the CROSS BAYOU PUMP STATION.

WHEREAS, in consideration of the ongoing obligations and responsibilities of the parties along with the above referenced necessary maintenance and repairs pertaining to the CROSS BAYOU PUMP STATION, PLD and the Parish have agreed to a transfer of ownership and operation of the CROSS BAYOU PUMP STATION, including any necessary immovable and movable property, and all servitude rights to St. Charles Parish, along with all permits, through an Act of Donation and any other necessary transfer documentation.

WHEREAS, PLD and the Parish will coordinate with BLD, the current maintenance and operations contractor for the pump station, during and after the transfer of ownership.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Cooperative Endeavor Agreements between the PLD and the Parish executed by the PLD and the Parish on January 16, 2001, January 10, 2001, and July 18, 2016, respectively as they pertain to the CROSS BAYOU PUMP STATION, will be terminated effective January 1, 2025, at which time the Parish will assume all maintenance, repairs and operations of the CROSS BAYOU PUMP STATION.
2. The PLD will transfer ownership of the CROSS BAYOU PUMP STATION and all servitude rights to St. Charles Parish, along with all permits, through an Act of Donation approved by the PLD Board and Parish Council to be executed on or before January 1, 2025 unless otherwise mutually agreed upon by the parties in writing.
3. The PLD and the Parish agree that PLD will pay to SCP the sum of \$7,500,000.00 over a five (5) year period pertaining to the CROSS BAYOU PUMP STATION for the design, labor and materials, and for all repair, maintenance and operations established by, but not limited to, the walk down/inspection items and the scope of work set forth by the October 19, 2021, report by WSP entitled “St. Charles Parish Cross Bayou Stormwater Pump Station Upgrade”. The payment sum of \$7,500,000.00 shall be paid by the PLD as follows:
 - a. \$3,500,000.00 payable on or before December 15, 2024;
 - b. \$1,000,000.00 on or before January 1, 2026;
 - c. \$1,000,000.00 on or before January 1, 2027;
 - d. \$1,000,000.00 on or before January 1, 2028; and
 - e. \$1,000,000.00 on or before January 1, 2029.

4. Upon finalization of the Act of Donation and any other necessary documents to transfer ownership of the CROSS BAYOU PUMP STATION and all servitude rights to St. Charles Parish, along with all permits, the January 16, 2001, January 10, 2001, and July 18, 2016 Cooperative Endeavor Agreements will terminate only as they pertain to the CROSS BAYOU PUMP STATION. The January 16, 2001, January 10, 2001, and July 18, 2016, Cooperative Endeavor Agreements will remain in full force and effect except as they pertain to the CROSS BAYOU PUMP STATION.
5. 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.
6. 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.
7. 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.

8. 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

9. 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.

10. This Agreement shall not be assigned or subcontracted in whole or in part without the written consent of both parties.

11. This Agreement is the complete agreement between 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: _____
SENECCA D. BOUDREAUX
PRESIDENT
DATE: _____

BY: Matthew Jewell
MATTHEW JEWELL
PARISH PRESIDENT
DATE: 12/17/24

WITNESS: _____

WITNESS: [Signature]

WITNESS: _____

WITNESS: [Signature]