

COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN LAFOURCHE BASIN LEVEE DISTRICT AND ST. CHARLES PARISH

THIS COOPERATIVE ENDEAVOR AGREEMENT is entered into by and between:

LAFOURCHE BASIN LEVEE DISTRICT, (hereinafter also identified as “LBLD”) a political subdivision created by the Louisiana Legislature, represented herein by **DONALD RAY HENRY**, its Executive Director, whose mailing address is 21380 Louisiana Highway 20, Vacherie, Louisiana 70090, duly authorized by a Resolution of the Board of Commissioners adopted on the ____ day of _____, 2023, a copy of which is attached hereto and made a part hereof; and

ST. CHARLES PARISH, (hereinafter also identified as “Parish”) a political subdivision of the State of Louisiana, herein represented by **MATTHEW L. JEWELL**, its Parish President, whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057, duly authorized pursuant to Ordinance No. _____, adopted by the St. Charles Parish Council on the ____ day of _____, 2023, a copy of which is attached hereto and made a part hereof;

who hereby agree as follows:

WHEREAS, Article VII, Section 14(c) of the Louisiana Constitution of 1974 provides in pertinent 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, LBLD is authorized under La. R.S. 38:281, et seq., La. R.S. 38:301, and Article VI, Part III of the Louisiana Constitution to provide for the construction and maintenance of levees, levee drainage, flood protection, and hurricane flood protection within the territorial jurisdiction of the LBLD, and for all purposes incidental thereto, including on its own behalf or for the areas or the levee districts under its authority; and

WHEREAS, under La. R.S. 38:281 et seq., R.S. 38:301, and La. Const. Article VI, Part III, the construction, maintenance, care and inspection of levees, and all other things incidental thereto, within the jurisdiction of the numerous levee districts and levee authorities established by Louisiana law shall devolve on the levee districts and levee authorities and the boards of commissioners of the respective levee districts and levee authorities; and

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

WHEREAS, the Parish, acting through the Parish Council for St. Charles Parish, has constitutional and statutory authority under its Home Rule Charter to enter into cooperative endeavor agreements with other political subdivisions or political corporations; and

WHEREAS, LBLD and St. Charles Parish are commissioned with hurricane protection, comprehensive flood control, and drainage for the residents and commercial entities of St. Charles Parish, State of Louisiana; and

WHEREAS, LBLD, in conjunction with the United States Army Corps of Engineers (USACE), entered into a Cooperative Endeavor Agreement with St. Charles Parish on April 2, 2014, within which LBLD agreed to operate, repair, rehabilitate and maintain the existing levees and future levees on the west bank of the Mississippi River in the Parish of St. Charles more commonly known as the West Bank Hurricane Protection Levee System, including Magnolia Ridge, Willowridge, West Bank & Vicinity, Western Tie – In, Davis Pond Levee, Ellington and the Sunset Levee; and

WHEREAS, LBLD desires to perform a levee lift for the Sunset Levee located within the West Bank Hurricane Protection Levee System in St. Charles Parish, known as THE Upper Barataria Risk Reduction Segment 2 – Sunset Levee CPRA Project No. BA-0220 (hereinafter also referred to as “Project A”); and

WHEREAS, Project A is an integrated coastal protection project eligible for funding under Section 105 of the Gulf of Mexico Energy Security Act (GOMESA,) Act of 2006 (Title I of Division C of Public Law 109-432; 43 U.S.C. 1331 *et seq.*: 120 Stat. 3000), 30 C.F.R. Parts 219 and 1219, Louisiana Constitution Article VII, Sections 9(8), 10.1 and 10.2, and La. R.S. 49:214.5.4(E); and

WHEREAS, Project A is consistent with the State of Louisiana’s 2017 Coastal Master Plan and Fiscal Year 2023 Annual Plan, and is identified as eligible for allocation of proposed GOMESA funding, contingent upon funding being made available to the State of Louisiana for the Project; and

WHEREAS, as a requirement for completion of the Project, LBLD needs to construct an access roadway to the Sunset Levee across certain immovable property owned and operated by St. Charle Parish; and

WHEREAS, the Parish is the owner of certain immovable property located in Des Allemands, Louisiana, Parish of St. Charles per an Act of Donation from Chevron U.S.A. Inc., as more fully recorded in the conveyance records of the Parish of St. Charles in COB 905, Folio 402 under entry number 458551, and per an Act of Donation from Chevron U.S.A. Inc., as more fully

recorded in the conveyance records of the Parish of St. Charles in COB 927, Folio 584 under entry number 472681; and

WHEREAS, Parish desires to construct an access roadway and surcharge area for a future boat ramp located on Bayou Des Allemands in St. Charles Parish, known as Des Allemands Boat Launch (hereinafter referred to as “Project B”); and

WHEREAS, Project B is a project eligible for funding from St. Charles Parish, including funding from CPRA funds and HB1 funds; and

WHEREAS, this Cooperative Endeavor Agreement (hereinafter also referred to as the “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 itself and the public at least equal to the costs and responsibilities undertaken pursuant to this Agreement; and

WHEREAS, the purpose of this Agreement is to define the respective rights, duties, responsibilities, obligations, and liabilities between LBLD and the Parish assumed under this Agreement with respect to Project A and Project B; and

WHEREAS, LBLD and the Parish have the complete legal authority and capacity to enter into the terms of this Agreement;

NOW, THEREFORE, in consideration of the premises and mutually dependent covenants contained herein, **IT IS AGREED AS FOLLOWS:**

1. The term Project as used herein shall mean:
 - a. Project A: To increase the height of the Sunset Levee (levee lift) located within the West Bank Hurricane Protection Levee System;
 - b. Project B: to construct an access roadway and surcharge area across certain immovable property owned and operated by St. Charles Parish as reflected on the Attachment A, which is necessary for LBLD to construct Project A; and
 - c. Any measures determined to be necessary to complete Project A for the West Bank Hurricane Protection Levee System.
2. The term “Agreement” or “Cooperative Endeavor Agreement” (CEA) as used herein means this Agreement or any exhibits or attachments referenced and specifically incorporated by reference herein entered into by LBLD and the Parish in furtherance of this Project.
3. LBLD agrees to manage the joint bidding and construction of the Project that will construct Project A and Project B.
4. The obligations of LBLD under this Agreement shall include:

- a. Acquire any and all local, state, and federal permits required for the construction of Project A;
- b. Prepare, along with St. Charles Parish, a construction bid package combining Project A and Project B. This package will need to be submitted and approved by CPRA prior to advertisement for bidding. The bid package will also be presented to the Parish for review and comment relative to those items pertinent to Project B;
- c. Coordination with CPRA on project updates and reimbursement requests related to Project A;
- d. With St. Charles Parish being involved in the review and acceptance process, LBLD will advertise the Project, receive bids, and award the Project to the lowest responsible bidder on the project which will be performed. The lowest bid for the project shall be defined as the sum of the cost of Project A plus the cost of Project B;
- e. Notify the Parish of the intended award of the contract, the expected cost for Project B, and the expected date for commencement of the construction work;
- f. Administer the construction contract with the selected contractor, including construction administration, construction monitoring, and construction inspection;
- g. At the beginning of construction, provide an estimate to the Parish of the anticipated construction administration, monitoring, inspection, and testing fees that will be prorated toward Project B during the course of construction;
- h. Approve monthly pay requests by the contractor, and submit an invoice to the Parish for their portion of the construction work as related to Project B, inclusive of the construction fees shown above in item (g);
- i. Notify the Parish of any construction issues relative to Project B;
- j. Notify the Parish prior to completion of the construction work for Project B and facilitate a final inspection of the work with the Parish;
- k. Perform project close-out and final invoicing to the Parish upon completion of the work; and
- l. Timely provide St. Charles Parish with all inspection reports, change orders, change directives or other proposed modifications to Project B;

5. The obligations of the Parish under this Agreement shall include:

- a. Provide to LBLD final construction plans, geotechnical reports, and specifications for Project B certified by a Professional Engineer properly licensed in the State of Louisiana;
- b. Provide to LBLD and maintain through the duration of the project all documents relative to all local, state, and federal permits required and obtained for Project B;
- c. Provide to LBLD an engineer's construction cost estimate for Project B;
- d. Provide written approval to LBLD of the expected cost for Project B and that sufficient funds to cover the estimated construction cost for Project B have been properly budgeted by the Parish and that the funds will be available prior

to the first public advertisement date. It is the intent of this item to satisfy La. R.S. 38:2212 requirement of properly budgeting funds prior to issuance of public advertisement for the Project;

- e. Coordination with CPRA on project updates and reimbursement requests related to Project B;
 - f. Work closely with LBLD relative to any construction issues as noticed by LBLD per items 4. g, h, and i above;
 - g. Immediately approve, process and make payment to LBLD for monthly construction cost invoices within thirty (30) calendar days of receipt of the invoice from LBLD; and
 - h. At the completion of construction, provide written confirmation that all construction work relative to this agreement have been satisfactorily completed, pay all outstanding invoices and retainage to LBLD, and written confirmation that all requirements of this agreement have been satisfied.
6. LBLD and the Parish further agree the Parish will pay for all costs incurred for the construction of Project B, and LBLD will pay for all costs incurred for the construction of Project A.
 7. As a condition precedent to its undertaking and/or commencement of any of the aforementioned work, LBLD shall provide the Parish a written request for approval and authorization of said work. The Parish shall not unreasonably withhold said approval and authorization of said work and agrees to provide a response within thirty (30) days from the date of the written request. If the Parish does not approve or authorize said work, the Parish will not participate either financially or otherwise in the cost of said work. If LBLD fails to request said approval or authorization from the Parish, the Parish shall not be liable financially or otherwise for any of the costs of said work.
 8. LBLD agrees to invoice the Parish on a monthly basis and provide proper supporting documentation with said invoice for the work contemplated by this Project and actually performed during the preceding month.
 9. LBLD acknowledges that any improvements made to the property referenced herein for the construction of the access roadway will become the property of St. Charles Parish in full 100% ownership.
 10. LBLD 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.
 11. LBLD shall secure and maintain for the duration of this Agreement at their expense such insurance that will protect them and the Parish 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 LBLD shall provide Certificates of Insurance reflecting proof of required minimum insurance coverage and limits and naming of St. Charles Parish as an additional insured within ten (10) days of the execution of this Agreement. LBLD 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.

- 12. 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 LBLD,

Donald Ray Henry
Lafourche Basin Levee District
21380 Louisiana Highway 20
Vacherie, Louisiana 70090

With a copy to:

C. Spencer Long II
Assistant District Attorney
P.O. Box 312
Donaldsonville, Louisiana 70346

If to the Parish,

Matthew L. Jewell
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

13. 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.
14. This Agreement shall not be assigned or subcontracted in whole or in part without the written consent of both parties.
15. Termination for Cause – Either party may terminate this Agreement for cause based upon the failure of the other party to comply with the terms and/or conditions of this Agreement, provided that the party shall give the other party written notice specifying said failure(s). If within thirty (30) days after receipt of such notice, the party shall not have either corrected such failure(s) or, in the case which cannot be corrected within thirty (30) days, begun in good faith to correct said failure(s) and thereafter proceeded diligently to complete such correction, then the party may, at its option, place the other party in default of this Agreement terminating this Agreement on the date specified in such notice.
16. In acting pursuant to the right and obligations 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.).
17. To the extent permitted by law governing each party, the parties agree to maintain the confidentiality of any exchanged information when requested to do so by the other party, subject to the Louisiana Public Records Act. Should a request be made for information by the public and the information has been requested to be held confidential by the other party, the party upon whom the request has been made shall notify the other party at the first opportunity in order that the party that provided the information can determine if the information falls within an exception under the Louisiana Public Records Act.
18. This Agreement is the complete agreement between LBLD and the Parish as it pertains to the subject matter of this Agreement and to this Project 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.

LAFORCE BASIN LEVEE DISTRICT

ST. CHARLES PARISH

BY: _____
DONALD RAY HENRY
EXECUTIVE DIRECTOR

BY: _____
MATTHEW L. JEWELL
PARISH PRESIDENT

DATE: _____

DATE: _____

WITNESS: _____

WITNESS: _____

WITNESS: _____

WITNESS: _____