

COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN  
THE PONTCHARTRAIN LEVEE DISTRICT  
AND  
ST. CHARLES PARISH

THIS AGREEMENT entered into by and between:

**THE PONTCHARTRAIN LEVEE DISTRICT,**  
represented by its President, Joseph Gautreau,  
acting pursuant to a resolution passed by the  
Board of Levee Commissioners of the Pontchartrain Levee District  
at its meeting on December 18, \_\_\_\_\_, 2000;

and

**ST CHARLES PARISH,**  
represented by its President, Albert D. Laque,  
acting pursuant to authority vested in him by  
Ordinance Number 01-1-14 dated January 9, 2001  
Passed on that date by the St. Charles Parish Council,

who hereby agree as follows:

**WHEREAS,** certain structures are being constructed in St. Charles Parish, Louisiana, as features of the "Lake Pontchartrain, Louisiana and Vicinity Hurricane Protection Project;" authorized by Public Law 298-89<sup>th</sup> Congress, First Session, approved on the 27<sup>th</sup> day of October, 1965; and

**WHEREAS,** those structures consist of earthen levees, sheet pile walls and related road ramps and flood gate structures, as well as:

1. **Drainage Structures:** Bayou Trepagnier, Cross Bayou, St. Rose Canal, Walker Canal, and Almedia Canal;
2. **Flood Gate Structures:** Illinois Central Railroad Flood Gate, Interstate Highway 310 Flood Gate, and Goodhope Flood Gate;

as well as sluice gates, and other related structures and equipment; and

**WHEREAS,** the Pontchartrain Levee District and St. Charles Parish have reached agreement between themselves as to the apportionment of responsibility for the ongoing maintenance and operation of the above described permanent structures;

**NOW THEREFORE, IT IS AGREED AS FOLLOWS:**

1. The Pontchartrain Levee District shall assume full responsibility for the ongoing maintenance and upkeep of the earthen levees and road ramps constructed as a part

of the "Lake Pontchartrain Louisiana and Vicinity Hurricane Protection Project" in St. Charles Parish, Louisiana, and shall assume responsibility and perform all duties as "local sponsor" with regard to such levees and road ramps.

2. St. Charles Parish shall assume full responsibility for all ongoing maintenance and upkeep of the following upon completion and final acceptance by Pontchartrain Levee District:
  - (a) Drainage Structures: Bayou Trepagnier, Cross Bayou, St. Rose Canal, Walker Canal, and Almedia Canal;
  - (b) Flood Gate Structures: Illinois Central Railroad Flood Gate, Interstate Highway 310 Flood Gate, and Goodhope Flood Gate; and,
  - (c) All Sheet Pile Flood Walls encompassed within the St. Charles Parish Hurricane Protection Program;

and all related equipment, sluice gates, or other structures, whether movable or immovable, related to the above named structures, and shall act as and perform all the duties of the "local sponsor" with regard to those structures.

3. St. Charles Parish shall assume full responsibility for the operation of the structure set out in Paragraph 2 above in accordance with operation plans and procedure agreed to between United States Army Corps of Engineers, the Pontchartrain Levee District, and St. Charles Parish.
4. The Pontchartrain Levee District shall hold harmless and indemnify St. Charles Parish for injury to persons or property arising out of the existence, maintenance, or operation of the levees for which they have assumed responsibility as set out above.
5. St. Charles Parish shall hold harmless and indemnify the Pontchartrain Levee District for injury to persons or property arising out of the existence, maintenance, or operation of the structures and related features for which they have assumed responsibility as set out above.

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT AS OF THE DATES SHOWN BELOW.**

**ST. CHARLES PARISH**

By: Albert D. Logue  
Parish President

Date: 1/16/01

**PONTCHARTRAIN LEVEE DISTRICT**

By: Joseph Bantrom  
President

Date: January 16, 2001