

Ord.

2017-0247

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PLANNING AND ZONING)**

ORDINANCE NO. 17-8-7

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the Pontchartrain Levee District (PLD) for the LaBranche Salinity Control Structure Project to be funded by the Pontchartrain Levee District and St. Charles Parish.

WHEREAS, St. Charles Parish had an agreement with the Coalition to Restore Coastal Louisiana to build this project, but the Coalition has decided not to pursue this project; and,

WHEREAS, The State of Louisiana Office of Coastal Protection and Restoration Partnership Program has reallocated the grant from the Coalition to Restore Coastal Louisiana to the Pontchartrain Levee District under the condition that St. Charles Parish keeps the existing construction contract active and ready to proceed; and,

WHEREAS, Pontchartrain Levee District is undertaking the administering of that grant provided by the State of Louisiana Office of Coastal Protection and Restoration Partnership Program; and,

WHEREAS, Pontchartrain Levee District has engaged and are funding the design and permitting of a project to halt saline water from entering the LaBranche Wetlands at the intersection of Parish Line Canal and I-10 borrow canal in St Charles Parish; and,

WHEREAS, the St. Charles Land Syndicate and the Louisiana Department of Transportation and Development are the major landowner of the adjacent land to the project, and have approved all rind rights required for this construction; and,

WHEREAS, the Pontchartrain Levee District through the grant is providing \$250,000 for the construction of the project; and,

WHEREAS, St Charles Parish (SCP) is providing up to \$100,000 for the construction of the project.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That St. Charles Parish (SCP) and Pontchartrain Levee District (PLD) do agree to the following:

- 1) The Pontchartrain Levee District shall administer the project as it related to permitting, design and construction oversight of the Salinity Control Structure Project.
- 2) St. Charles Parish shall construct the project using DQSI, LLC per Ordinance No. 16-2-11.
- 3) Funding for the project shall not exceed the allocated funds (\$250,000 from PLD and \$100,000 from SCP for a total of \$350,000).
- 4) Invoices shall be reviewed by the engineer (Moffatt & Nichol), then submitted to SCP for processing. The PLD funds shall be exhausted first and any additional cost up to \$100,000 shall be paid by SCP. Invoices shall be paid on a reimbursement basis.

SECTION II. That the Parish President is hereby authorized to execute said Agreement on behalf of St. Charles Parish.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER
NAYS: NONE
ABSENT: FISHER-PERRIER

And the ordinance was declared adopted this 14th day of August, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Tennell D. Williams

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: 8/15/17

APPROVED: [Signature] **DISAPPROVED:** [Signature]

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: 8/16/17

AT: 9:15am **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 (hereinafter referred to as “PLD”), a political subdivision created by the Louisiana Legislature, represented herein by **BLAINE SHEETS**, its Vice President, duly authorized by a Resolution of the Board of Commissioners; and

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by **LARRY COCHRAN**, its Parish President, whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057, duly authorized pursuant to an Ordinance adopted by the St. Charles Parish Council;

who hereby agree as follows:

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, PLD is tasked with hurricane and flood protection for its geographical district, including St. Charles Parish, and St. Charles Parish is enhanced with drainage, flood protection, and the overall benefit of St. Charles Parish, and there is an advantage to the LaBranche Salinity Barrier Project to enhance the efforts of both entities; and

WHEREAS, PLD has entered into a Cooperative Endeavor Agreement with the Coastal Protection and Restoration Authority (CPRA) to receive funds to handle the construction of the LaBranche Salinity Barrier Project, and St. Charles Parish does hereby agree to contribute to the successful completion of the LaBranche Salinity Barrier Project; and

WHEREAS, St. Charles Parish has advertised and awarded the Salinity Barrier Project to a Contractor, and St. Charles Parish will administer the construction of the Salinity Barrier Project;

NOW THEREFORE, the parties do hereby agree to this Cooperative Endeavor Agreement as follows:

1. PLD and St. Charles Parish do hereby agree to enter into a Cooperative Endeavor Agreement regarding the design and construction of the LaBranche Salinity Barrier Project to add further protection and benefit to the citizens, businesses and properties of St. Charles Parish, Louisiana.

2. PLD has executed a Cooperative Endeavor Agreement on the LaBranche Salinity Barrier Project with CPRA setting forth the project at a total project cost of Six Hundred Nine Thousand Four Hundred Fifty-Nine and 78/100 (\$609,459.78) Dollars. The State of Louisiana shall contribute a total of Two Hundred Eighty-Nine Thousand Four Hundred Fifty-Nine and 78/100 (\$289,459.78) Dollars towards construction.

3. PLD is the agency that must enter into the Cooperative Endeavor Agreement with CPRA and, as such, is obligated and bound to CPRA for the Three Hundred Twenty Thousand and 00/100 (\$320,000.00) Dollars local sponsor. St. Charles Parish recognizes the benefit to its mission and has agreed to pay all construction and inspection services over the amount allocated by the State, but not more than One Hundred Thousand and 00/100 (\$100,000.00) Dollars, which is included as part of the Three Hundred Twenty Thousand and 00/100 (\$320,000.00) Dollars local sponsor share.

4. St. Charles Parish will review contractor invoices and submit them to PLD for payment/reimbursement. PLD, through the CPRA, shall pay invoices up to Two Hundred Eighty-Nine Thousand Four Hundred Fifty-Nine and 78/100 (\$289,459.78) Dollars.

5. PLD further agrees that it will be the contracting agency and responsible for the professional engineering services and supplemental services as contemplated by the CPRA contract referenced hereinabove.

6. PLD and St. Charles 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/100 (\$2,000,000.00) DOLLARS and a minimum general aggregate of TWO MILLION AND NO/100 (\$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/100 (\$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.

If requested, it is agreed and understood that both the PLD and St. Charles 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.

7. 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 St. Charles 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

8. 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.

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

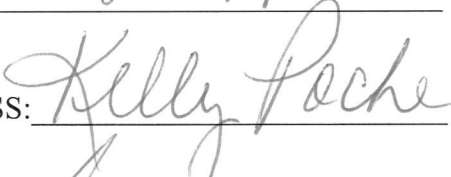
10. This Agreement is the complete agreement between the PLD and St. Charles Parish, and shall not be amended or modified except by written amendment signed by all parties. Should one or more provisions of this Agreement be held to be invalid, the remaining provisions shall survive and be interpreted as if the invalid provision were not present.

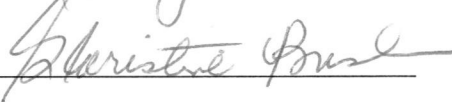
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates shown below.

PONTCHARTRAIN LEVEE DISTRICT

BY: 
BLAINE SHEETS
VICE PRESIDENT

DATE: 8-31-17

WITNESS: 

WITNESS: 

ST. CHARLES PARISH

BY: 
LARRY COCHRAN
PARISH PRESIDENT

DATE: 8/15/17

WITNESS: 

WITNESS: 

MOTION


A motion was offered by Commissioner Hebert and seconded by Commissioner Bosco, that Blaine J. Sheets, Vice President of the Pontchartrain Levee District, Board of Commissioners, be and he is hereby authorized and appointed as a signatory for the Pontchartrain Levee District in the absence or unavailability of the Board President to sign any and all documents, including, but not limited to, contracts, professional service contracts, employment agreements, bank documents, right of way agreements, and any other documents, agreements, and/or transactions which have been approved by the Board of Commissioners.

The motion carried unanimously.

CERTIFICATE

I, Mel D. Bush, hereby certify that the above and forgoing is a true and correct copy of a motion adopted at a regular board meeting of the Pontchartrain Levee District held on May 15, 2017, in which a quorum was present and voting, and that the motion adopted is still in effect and has not been rescinded or revoked.

Signed at 2204 Albert St, Litcher, Louisiana on the 16th day of May, 2017.


Mel D. Bush, Secretary