



St. Bernard Parish Council

8201 West Judge Perez Drive Chalmette, Louisiana, 70043
(504) 278-4228 Fax (504) 278-4209
www.sbpq.net

Guy McInnis
*Councilman
at Large*

George Cavignac
*Councilman
at Large*

Ray Lauga, Jr.
*Councilman
District A*

Nathan Gorbaty
*Councilman
District B*

Richard "Richie" Lewis
*Councilman
District C*

Casey W. Hunnicutt
*Councilman
District D*

**Manuel "Monty"
Montelongo III**
*Councilman
District E*

Roxanne Adams
Clerk of Council

#20

EXTRACT OF THE OFFICIAL PROCEEDINGS OF THE COUNCIL OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA, TAKEN AT A REGULAR MEETING HELD IN THE COUNCIL CHAMBERS OF THE ST. BERNARD PARISH GOVERNMENT COMPLEX, 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA ON TUESDAY, MAY 6, 2014 AT SEVEN O'CLOCK P.M.

On motion of Mr. Hunnicutt, seconded by Mr. Gorbaty, it was moved to adopt the following resolution:

RESOLUTION SBPC #1171-05-14

A RESOLUTION AUTHORIZING AND SUPPORTING THE PARISH PRESIDENT'S EFFORTS TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE LAKE BORGNE BASIN LEVEE DISTRICT, TO BUILD/CONSTRUCT A BOATHOUSE, A LAGOON, AN ACCESS ROAD AND A PEDESTRIAN BRIDGE TO FACILITATE THE USE OF THE 40 ARPENT CANAL AND BAYOU BIENVENUE.

WHEREAS, the St. Bernard Parish Council decrees that it is in the best interest of St. Bernard Parish that a cooperative endeavor agreement be perfected between SBPG and LBBLD; and,

WHEREAS, the St. Bernard Parish Council decrees that the project commonly known as the "boathouse project" is in the best interest and will further the recovery effort of St. Bernard Parish; and,

WHEREAS, the St. Bernard Parish Council decrees the attached Exhibit "A" is a proper and fair Cooperative Endeavor Agreement with Lake Borgne Basin Levee District for the Boathouse Project.

NOW THEREFORE, BE IT RESOLVED, that the St. Bernard Parish Council, the governing authority of St. Bernard Parish, does hereby support the efforts of the Parish President in executing the Cooperative Endeavor Agreement with Lake Borgne Basin Levee District.



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Guy McInnis
*Councilman
at Large*

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Extract #20 continued
May 6, 2014

George Cavignac
*Councilman
at Large*

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

Ray Lauga, Jr.
*Councilman
District A*

YEAS: Lauga, Gorbaty, Lewis, Hunnicutt, Montelongo, Cavignac

NAYS: None

Nathan Gorbaty
*Councilman
District B*

ABSENT: None

Richard "Richie" Lewis
*Councilman
District C*

The Council Chair, Mr. McInnis, cast his vote as **YEA**.

And the motion was declared **adopted** on the 6th day of May, 2014.

Casey W. Hunnicutt
*Councilman
District D*

**Manuel "Monty"
Montelongo III**
*Councilman
District E*

Roxanne Adams
Clerk of Council

CERTIFICATE

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of a motion adopted at a Regular Meeting of the Council of the Parish of St. Bernard, held at Chalmette, Louisiana, on Tuesday, May 6, 2014.

Witness my hand and the seal
of the Parish of St. Bernard on
this 6th day of May, 2014.


ROXANNE ADAMS
CLERK OF COUNCIL

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
ST. BERNARD PARISH GOVERNMENT
AND THE LAKE BORGNE BASIN LEVEE DISTRICT**

This Cooperative Endeavor Agreement is entered into between the St. Bernard Parish Government ("Parish"), and the Lake Borgne Basin Levee District ("District") on this 23rd day of April, 2014.

RECITALS

WHEREAS, District and Parish are each political subdivisions of the State of Louisiana; and

WHEREAS, Article VII, Section 14 of the Louisiana Constitution provides, in part, that "for a public purpose the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other . . .or with any public or private association, corporation or individual";

WHEREAS, the District has a legal servitude and general jurisdiction of the 40 Arpent/Florida Walkway Canal (hereinafter "the 40 Arpent Canal") and;

WHEREAS, St. Bernard Parish Government has secured grant funds to build/construct a boathouse, a lagoon, an access road and a pedestrian bridge to facilitate the use of the 40 Arpent Canal and Bayou Bienvenue for recreational purposes (hereinafter "the Boathouse Project"); and

WHEREAS, the lagoon from the boathouse will connect to the 40 Arpent Canal; and

WHEREAS, the members of the public will only traverse the lagoon from the boathouse into the 40 Arpent Canal on kayaks and other non-motorized recreational boats; and

WHEREAS, the pedestrian bridge will be constructed partially on property that SBPG has leased from the Meraux Foundation and partially on the District's right of way that is adjacent to the 40 Arpent Canal; and

WHEREAS, the access road will be constructed on property that SBPG has leased from the Meraux Foundation and will not be located on any District property or any District right of way; and

WHEREAS, the Boathouse Project will benefit the citizens of St. Bernard Parish and the general public; and

WHEREAS, the Parish Council by Resolution No. _____ authorized the Parish President to sign a Cooperative Endeavor Agreement between the Parish and the District relative to the Boathouse Project and the Southeast Louisiana Flood Protection Authority-East ("SLFPA-E") by Resolution No. 03-20-14-19 authorized the LBBLD through its Executive Director to sign a Cooperative Endeavor Agreement between the Parish and the District relative to the Boathouse Project; and

WHEREAS, the Parish will obtain all necessary permits as required by the District prior to beginning any construction of a Boathouse, lagoon, access road and/or pedestrian bridge to facilitate the use of the 40 Arpent Canal and Bayou Bienvenue for recreational purposes.

NOW, THEREFORE, the parties agree as follows:

Subject to passage of a resolution by the SLFPA-E and all necessary permits being granted by the District, this Agreement will constitute a non-assignable letter of no objection to the Parish for its proposed use of the land described in the attached **Exhibit A** ("Project Area") to construct a boathouse, lagoon, access road and pedestrian bridge ("the Boathouse Project") subject to the following conditions;

OBLIGATIONS OF THE PARTIES

- A. District retains all rights of ingress and egress to District property, servitudes and right of ways contained in the Project Area, the levee, canal bank and batture and the right to grant such ingress and egress to others without notice to the Parish. Access by the public will only be allowed from the boathouse, lagoon, access road and pedestrian bridge as proposed. SLFPA-E and LBBLD will have unilateral authority to stop any and all pedestrian or boat traffic when it is necessary for District to conduct any type of operations and maintenance along the levee, canal or pump station.
- B. Prior to beginning construction of the Project, Parish must obtain authority, permission or permits from all necessary persons and agencies, including but not limited to, the Coastal Protection and Restoration Authority ("CPRA"), Department of Transportation and Development ("DOTD"), if such permission or permits are necessary.
- C. District retains the right to request that all kayaks and other non-motorized, recreational boats be removed from the proximity of the pumping stations prior to start-up and operation of the pumping stations.

- D. District will not regulate and police the Project Area, but District retains jurisdiction to police and regulate the Project Area.
- E. Hunting with firearms will not be permitted in the Project Area and at no time is anyone except a commissioned law enforcement officer acting in the course of law enforcement duties allowed to possess or discharge a firearm in or around the Project Area and District right-of-way.
- F. District shall process all permits and access for the Boathouse Project to Parish and its designated contractors and sub-contractors for the purpose of design, surveying and construction of the Project after receipt of letters of no objection from the CPRA, DOTD, if such permission or permits are necessary.
- G. Parish will construct and maintain the Boathouse Project and Project Area at its expense. District shall not be liable to Parish because of any damage to the Boathouse Project or Project Area caused by District unless caused by gross negligence. In turn, Parish assumes all responsibility for any and all repairs, upgrades, replacement or construction that may be required regarding the levees, gates or pump stations that occur as a result of construction activities, vandalism, accidents or other events related to the project.
- H. Parish has inspected the Project Area and finds it suitable for its purposes and accepts it in its present condition.
- I. Parish will be project sponsor, assuming responsibility for coordinating all efforts to design, engineer and construct the Boathouse Project and is authorized to and will accept legal liability for same.

- J. Parish will maintain during the existence of the Boathouse Project, at Parish's expense, the following insurance with solvent companies, acceptable to the District, authorized to do business in the State of Louisiana, naming District and the SLFPA-E as additional assureds or as self-insurer:
- (I.) Parish is self-insured for comprehensive general liability, automobile liability and comprehensive general liability;
 - (II.) Workers' Compensation and Employers Liability Insurance to cover any Parish's employees with limits of not less than \$1,000,000.00 bodily injury by accident, \$1,000,000.00 by diseases - policy limit and \$1,000,000.00 by disease - each employee;
 - (III.) With respect to all policies of insurance, Parish shall furnish evidence that such insurer and/or the Parish waive all rights of subrogation against District and its underwriters;
 - (IV.) Parish is responsible for acquiring and verifying that all contractors and/or sub-contractors working on the Boathouse Project maintain these types and levels of insurance coverage and are otherwise in conformity with the LBBLD insurance requirements.
- K. Parish will submit all plans and specifications to the District, CPRA and DOTD for approval prior to construction.
- L. Parish will not place any object or improvement of any nature in the Project Area without the prior written approval of the District.

- M. Parish will provide all necessary signs for the Project Area with structure and location to be approved by the District.
- N. Parish will adopt all necessary ordinances regarding the use of the Project Area subject to the approval of the District.
- O. Parish acknowledges the District's obligation to ensure the structural integrity of the levee, to maintain the levee and canal banks and to exercise its law enforcement jurisdiction on or adjacent to the levee and canal. Consequently, if an emergency occurs and the District determines the performance of the above obligations is materially and detrimentally affected by the completed or uncompleted Boathouse Project, the District may immediately, with advance notice, remove any objects or improvements placed in or on the District's property, servitudes or right of ways contained in the Project Area at the expense of Parish or terminate this Agreement or both. If no emergency exists, but the performance of the above obligations by the District is materially and detrimentally affected by the project, or if so ordered by the U.S. Army Corps of Engineers or the Coastal Protection and Restoration Authority, the District may remove any object or improvements placed in or on the District's property, servitudes or right of ways contained in the Project Area at the expense of Parish or terminate this Agreement or both, after thirty (30) days prior written notice.
- P. Parish acknowledges that if it is necessary to raise, move or maintain the levee and/or canal banks, that any portions of the Boathouse Project in or on the District's property, servitudes or right of ways may be removed by District at

Parish expense, and District will have no obligation to reconstruct the project nor pay the value or costs of the project.

- Q. This agreement shall continue as long as the Parish maintains the Boathouse Project and Project Area in a safe condition, unless earlier terminated as provided herein. On termination of this Agreement, the Parish will remove the portions of the Boathouse Project in or on the District's property, servitudes or right of ways at its expense.

HOLD HARMLESS AND INDEMNITY

Parish agrees and obligates itself, its successors and assigns to defend, indemnity and hold harmless District, Southeast Louisiana Flood Protection Authority-East and their respective officials, officers and employees against any and all liabilities, claims, demands, suits, legal actions, under any theory of law, asserted by or in favor of any person, including but not limited to, claims for loss of life or injury or damage to persons or property or any of the above, including damages to the levee or canal, which might arise from construction and/or use of the Project Area by Parish, its employees, contractors, licensees, invitees, visitors and all other third parties.

CHOICE OF LAW, VENUE

This Agreement shall be governed by Louisiana law and the provisions of this Agreement shall be enforced and any legal action may be instituted in any court of competent jurisdiction. If District is made a Defendant to any legal action without fault, Parish will provide a legal defense by the Parish's Legal Department to District at no cost to District, unless such legal defense will result in a conflict in which case the

LBBLD will provide its own legal defense reserving any and all rights in that regard.

NOTICES

Any notice, which under the terms of this Agreement must be given, shall be given in writing to the respective addresses as hereinafter provided:

If to the Lake Borgne Basin Levee District:

Attention Executive Director
P.O. Box 216 (Mailing)
6136 East St. Bernard Hwy. (Physical)
Violet, LA 70092

If to the St. Bernard Parish Government:

Attention: Parish President
8201 W. Judge Perez Drive
Chalmette, LA 70043

Any such notice shall be given by means in which written confirmation of delivery can be demonstrated. Notice shall be considered effective only upon receipt of said notice by the recipient thereof.

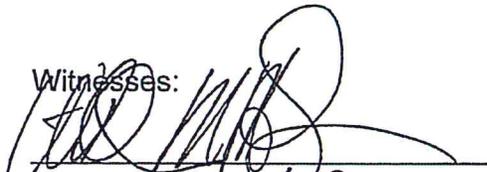
ENTIRE AGREEMENT, INTERPRETATION AND AMENDMENT

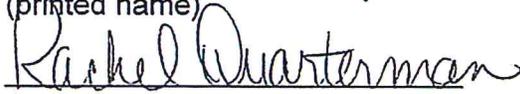
This Agreement shall constitute the entire Agreement between the parties. All prior oral representations not included in the provisions of this Cooperative Endeavor Agreement are null and void. The parties agree that any amendment to this Agreement must be in writing and executed by duly authorized representatives of all parties.

RECITALS

The parties agree that the Recitals are hereby incorporated and that all of the obligations and covenants of the parties contained in the Recitals shall be binding upon the parties.

THUS DONE AND SIGNED, in duplicate originals, this 23 day of April, 2014, before the undersigned competent witnesses.

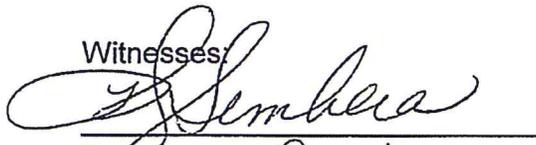
Witnesses:


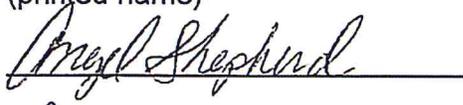
William M. McGee
(printed name)


Rachel Quarterman
(printed name)

St. Bernard Parish Government
By: 

David E. Peralta, President

Witnesses:


Peggy J. Sembera
(printed name)


ANGEL SHEPHERD
(printed name)

Lake Borgne Basin Levee District
By: 

Nicholas P. Cali
Executive Director

On the motion of Mr. Wittie,
Seconded by Mr. Kemp, the following resolution was offered:

**RESOLUTION NO. 03-20-14-19 - AUTHORIZATION OF CEA BETWEEN SBPG &
LBBLD RE: SBPG's BOATHOUSE PROJECT IN RELATION TO USE OF THE
40 ARPENT CANAL AND ROW**

WHEREAS, the Lake Borgne Basin Levee District (District) and the St. Bernard Parish Government (SBPG) are each political subdivisions of the State of Louisiana;
and

WHEREAS, Article VII, Section 14 of the Louisiana Constitution provides, in part, that "for a public purpose the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other . . .or with any public or private association, corporation or individual"; and

WHEREAS, the District has a legal servitude and general jurisdiction over the 40 Arpent/Florida Walkway Canal (hereinafter "the 40 Arpent Canal") and;

WHEREAS, the SBPG has secured grant funds to build/construct a boathouse, a lagoon, an access road and a pedestrian bridge to facilitate the use of the 40 Arpent Canal and Bayou Bienvenue for recreational purposes (hereinafter "the Boathouse Project"); and

WHEREAS, the lagoon from the boathouse will connect to the 40 Arpent Canal;
and

WHEREAS, the members of the public will only traverse the lagoon from the boathouse into the 40 Arpent Canal on kayaks and other non-motorized recreational boats; and

WHEREAS, the pedestrian bridge will be constructed partially on property that the SBPG has leased from the Meraux Foundation and partially on the District's right-of-way that is adjacent to the 40 Arpent Canal; and

WHEREAS, the access road will be constructed on property that the SBPG has leased from the Meraux Foundation and will not be located on any District property or any District right-of-way; and

WHEREAS, the Boathouse Project will benefit the citizens of St. Bernard Parish and the general public; and

WHEREAS, the SBPG will obtain all necessary permits as required by the District prior to beginning any construction of a boathouse, lagoon, access road and/or pedestrian bridge to facilitate the use of the 40 Arpent Canal and Bayou Bienvenue for recreational purposes; and

WHEREAS, prior to beginning construction of the Boathouse Project, the SBPG will obtain authority, permission or permits from all necessary persons and agencies, including but not limited to, the Coastal Protection and Restoration Authority (CPRA) and the Louisiana Department of Transportation & Development (DOTD), if such permission or permits are necessary; and

WHEREAS, in order to protect the interests and clarify the obligations of both parties, prior to commencement of construction of the Boathouse Project, the SBPG and the District wish to execute a Cooperative Endeavor Agreement.

BE IT HEREBY RESOLVED, that the Southeast Louisiana Flood Protection Authority-East authorizes Lake Borgne Basin Levee District through its Executive Director to sign a Cooperative Endeavor Agreement between the SBPG and the District relative to the Boathouse Project.

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

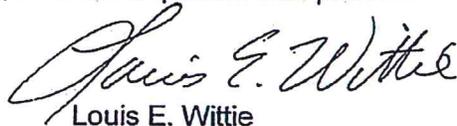
YEAS: Mr. Angers, Mr. Estopinal, Mr. Hassinger, Mr. Kemp, Mr. Luetlich,
Mr. McHugh, Mr. Tilly and Mr. Wittie

NAYS: None

ABSENT: None

This resolution was declared adopted this 20th day of March, 2014.

.....
I hereby certify that the above and foregoing is a true and correct copy of a resolution duly adopted by the Southeast Louisiana Flood Protection Authority-East at its meeting on March 20, 2014, held in Chalmette, LA, at which a quorum was present.



Louis E. Wittie
Secretary