



St. Bernard Parish Council

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

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

#16

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, JUNE 17, 2014 AT THREE O'CLOCK P.M

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

RESOLUTION SBPC #1188-06-14

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ENTER INTO THE COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE LAKE BORGNE BASIN LEVEE DISTRICT (LBBLD) AND THE PARISH OF ST. BERNARD REGARDING THE CENTRAL WETLANDS ASSIMILATION – RIVERBEND OXIDATION POND.

WHEREAS, the St. Bernard Parish Government is the governing authority of St. Bernard Parish, with the authority of a local political subdivision to enter into agreements with governmental bodies, such as the LBBLD, for the public welfare, health, safety and good order of St. Bernard Parish by virtue of the specific authority granted in its Home Rule Charter, and;

WHEREAS, St. Bernard Parish has been allocated \$2,000,000 of State Coastal Impact Assistance Program (CIAP) funds from the Office of Coastal Protection and Restoration (OCPR) for the restoration of approximately 346 acres of critical wetlands using wetland assimilation of wastewater effluent and/or beneficial use of biosolids from the Riverbend Oxidation Pond in St. Bernard Parish, and;

WHEREAS, construction, operation and maintenance of the force main and discharge necessary for the wetland assimilation of wastewater effluent from the Riverbend Oxidation Pond requires both periodic access and permanent construction within the LBBLD existing right of way;

WHEREAS, LBBLD requires a Cooperative Endeavor Agreement (CEA) between LBBLD and St. Bernard Parish Government to allow access and permanent construction within its right of way and the terms and conditions of this CEA have been reviewed by the administration and found acceptable;

NOW, THEREFORE, be it resolved the St. Bernard Parish administration is authorized to enter into a CEA with LBBLD to allow for the construction, operation



St. Bernard Parish Council

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

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

Page -2-
Extract #16, continued
June 17, 2014

and maintenance of the pump station, force main and discharge necessary for the wetland assimilation of wastewater effluent from the Riverbend Oxidation Pond within LBBLD right of way.

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

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

NAYS: None

ABSENT: None

The Chairman, Mr. McInnis, cast his vote as **YEA**.

And the motion was declared **adopted** on the 17th day of June, 2014.

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, June 17, 2014.

Witness my hand and the seal
of the Parish of St. Bernard on
the 17th day of June, 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 _____ day of _____, 2014.

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 owns or has a legal servitude for the property on which the project will be constructed and further described in Exhibit “A”;

WHEREAS, the Parish council by Resolution No. _____ authorized the Parish President to sign a Cooperative Endeavor Agreement between Parish and District relative to _____ and

WHEREAS, the Southeast Louisianan Flood Protection Authority – East , (“SLFPAE”) acting as governing authority of the District, by Resolution adopted on _____, authorized the Executive Director of the District to enter into this Cooperative Endeavor Agreement; and

WHEREAS, the residents of St. Bernard Parish will benefit from the Riverbend Assimilation Project;

NOW, THEREFORE, the parties agree as follows:

This Agreement will constitute a non-assignable letter of no objection to the Parish for its proposed use of the land described as (“Project Area”) to construct a pipeline piercing the levee which will carry fully treated and disinfected affluent material which will then be used to help restore dying marsh lands (“Project”) subject to the following conditions;

OBLIGATIONS OF THE PARTIES

- A. District retains all rights of ingress and egress to the Project Area, the levee and batture and the right to grant such ingress and egress to others without notice to the Parish.
- 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 U. S. Army Corps of Engineers (“USACE”) and the Coastal Protection and Restoration Authority (“CPRA”), if such permission or permits are necessary.
- C. District shall process all permits and access for the 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 U. S. Army Corps of Engineers and Coastal Protection Authority.
- D. Parish or its subcontractors will construct and maintain the Project and Project Area at its expense. District shall not be liable to Parish because of any damage to the Project or Project Area cause by District.

- E. Parish has inspected the Project Area and finds it suitable for its purposes and accepts it in its present condition.
- F. Parish will be project sponsor, assuming responsibility for coordinating all efforts to design, engineer and construct of the pipeline and is authorized to and will accept legal liability for same;
- G. Parish or its subcontractors will maintain during the existence of the project, the following insurance with solvent companies, acceptable to the District, authorized to do business in the State of Louisiana, naming District and Southeast Louisiana Flood Protection Authority-East as additional assureds:
 - (I) Workers' Compensation and Employers Liability Insurance to cover any contractors' employees and Parishes 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 diseases- each employee
 - (II) With respect to the above-named policies of insurance, Parish shall furnish evidence that such insurers waive all rights of subrogation against District and its underwriters and Parish shall also furnish evidence that District and Southeast Louisiana Flood Protection Authority-East are named as additional insureds on the above named policies of insurance with exception of Workers' Compensation Coverage.
 - (III) Such policies shall be endorsed to provide at least thirty (30) days notice to District and Parish prior to any cancellation, reduction of coverage or material amendment thereof. Parish shall furnish District with a certificate showing such insurance to be in effect.

- (IV) Parish is responsible for acquiring and verifying that all contractors and/or sub-contractors working on the project maintain these types and levels of insurance coverage.
- (V) The above policies shall be the primary coverage and any policies carried by the District shall apply as excess of such coverage.
- H. Parish or its subcontractors will submit all plans and specifications to the District for approval prior to construction.
- I. Parish or its subcontractors will not place any object or improvement of any nature in the Project Area without the prior written approval of the District.
- J. Parish or its subcontractors will provide all necessary signs for the Project Area with structure and location to be approved by the District.
- K. Parish will adopt all necessary ordinances regarding the use of the Project Area subject to the approval of the District.
- L. Parish acknowledges the District's obligation to ensure the structural integrity of the levee, to maintain the levee and to exercise its law enforcement jurisdiction on or adjacent to the levee. 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 project, the District may immediately, without notice, remove any objects or improvements placed in the project area at the expense of the 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. Corps of Engineers or the Coastal Protection and Restoration

Authority, the District may remove any object or improvements placed in the Project Area at the expense of the Parish or terminate this Agreement or both, after thirty (30) days prior written notice.

- M.. Parish acknowledges that if it is necessary to raise, move or maintain the levee, that the project may be removed by the District at Parish expense, and District will have no obligation to reconstruct the project nor pay the value and costs of the project.
- N. This letter agreement shall continue as long as the Parish maintains the project and Project Area in a safe condition, unless earlier terminated as provided herein.
- O. Parish agrees and obligates itself, its successors and assigns to defend, indemnify 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, 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 AND ATTORNEY FEES

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.

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:

6136 E. St. Bernard Hwy. P.O. Box 216

Violet, La. 70092

If to the St. Bernard Parish Government:

8201 W. Judge Perez Drive

Chalmette, Louisiana 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 _____ day of _____, 2014, before the undersigned competent witnesses.

WITNESSES:

(Printed Name)

(Printed Name)

WITNESSES:

(Printed Name)

(Printed Name)

St. Bernard Parish Government

BY: _____

(Printed Name and Title)

Lake Borgne Levee District

BY: _____

(Printed Name and Title)