



St. Bernard Parish Council

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

#24

Kerri Callais
*Councilmember
at Large*

Richard "Richie" Lewis
*Councilmember
at Large*

Gillis McCloskey
*Councilmember
District A*

Joshua "Josh" Moran
*Councilmember
District B*

Howard Luna
*Councilmember
District C*

Wanda Alcon
*Councilmember
District D*

Fred Everhardt, Jr.
*Councilmember
District E*

Roxanne Adams
Clerk of Council

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, JULY 20, 2021 AT THREE O'CLOCK P.M.

On motion of Ms. Callais, seconded by Mr. McCloskey, it was moved to adopt the following ordinance:

ORDINANCE SBPC #2342-07-21

Summary No. 3914

Introduced by: Administration on 7/6/21

Public Hearing held on 7/20/21

AN ORDINANCE TO AUTHORIZE THE ACCEPTANCE OF AN AGREEMENT BETWEEN THE LAKE BORGNE BASIN LEVEE DISTRICT, SOUTHEAST LOUISIANA FLOOD PROTECTION AUTHORITY – EAST AND ST. BERNARD PARISH GOVERNMENT FOR THE TRANSFER OF ALL INTERIOR DRAINAGE AND PUMPING FUNCTIONS IN ST. BERNARD PARISH TO ST. BERNARD PARISH GOVERNMENT.

WHEREAS, pursuant to La. R.S. 38:330.1, the Southeast Louisiana Flood Protection Authority – East ("SLFPAE"), through its Board of Commissioners, exercises authority over and has management, oversight, and control of the Lake Borgne Basin Levee District ("LBBLD"); and

WHEREAS, SLFPAE, through/ and LBBLD, operate and maintain certain drainage channels (the "Canals") and certain interior drainage pumps (the "Pump Stations") in St. Bernard Parish, and own certain movable and immovable property necessary and use for these purposes; and

WHEREAS, St. Bernard Parish Government ("SBPG") operates and maintains certain other drainage channels and drainage facilities in St. Bernard Parish; and

WHEREAS, pursuant to La. R.S. 33:1236(13), SBPG's responsibilities and authority include constructing and maintaining drainage, drainage ditches, and drainage canals; constructing works and doing all things necessary to effect proper drainage; acquiring property and property rights and expending public funds for such purposes; levying taxes for such purposes; and performing all other acts necessary to fully drain all the land in St. Bernard Parish and to maintain such drainage when established; and



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Extract #24 continued
July 20, 2021

Richard "Richie" Lewis
*Councilmember
at Large*

Gillis McCloskey
*Councilmember
District A*

Joshua "Josh" Moran
*Councilmember
District B*

Howard Luna
*Councilmember
District C*

Wanda Alcon
*Councilmember
District D*

Fred Everhardt, Jr.
*Councilmember
District E*

Roxanne Adams
Clerk of Council

WHEREAS, SLFPAE and LBBLD desire to transfer all of their interior drainage and pumping responsibilities in St. Bernard Parish to SBPG, along with movable and immovable property necessary and useful to that purpose, while reserving such property and property rights as are necessary and useful to performing their primary responsibility of operating and maintaining the perimeter flood defense system surrounding St. Bernard Parish; and

WHEREAS, there is a public purpose and substantial benefit to SBPG for agreeing to said transfer, and SBPG reasonably expects to receive benefit or value from said transfer that is equivalent to or greater than any consideration it will provide for said transfer; and

WHEREAS, pursuant to La. Const. Art. VII, Section 14(C) and La. R.S. 33:1324, parishes and political subdivisions of the State may make agreements between themselves, including for the transfer of responsibilities and movable and immovable property, for drainage and other specified public purposes; and

WHEREAS, SBPG, SLFPAE and LBBLD have reached an agreement as to the terms for the transfer of said interior drainage functions, movable, and immovable property.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

SECTION 1. The St. Bernard Parish Council does hereby approve and accept that certain Intergovernmental Agreement between the SBPG, SLFPAE and LBBLD attached hereto, which provides for the transfer of interior drainage operations in St. Bernard Parish from SLFPAE and LBBLD to SBPG, including the transfer of movable and immovable property useful for said operations.

SECTION 2. The St. Bernard Parish Council hereby authorizes the Parish President to execute any other documents necessary to effectuate said transfers.

SECTION 3. Effective Date. This ordinance shall become effective immediately upon authorizing signature by the Parish President. In the event of a presidential veto this ordinance shall become effective upon a two-thirds favorable vote of the total membership of the Council pursuant to Sections 2-11 and 2-13 of the St. Bernard Parish Home Rule Charter.



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Extract #24 continued
July 20, 2021

Richard "Richie" Lewis
Councilmember
at Large

Gillis McCloskey
Councilmember
District A

Joshua "Josh" Moran
Councilmember
District B

Howard Luna
Councilmember
District C

Wanda Alcon
Councilmember
District D

Fred Everhardt, Jr.
Councilmember
District E

Roxanne Adams
Clerk of Council

SECTION 4. Severability. If any section, clause, paragraph, provision or portion of this ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of this ordinance, the St. Bernard Parish Council hereby expresses and declares that it would have adopted the remaining portion of this Ordinance with the invalid portions omitted.

SECTION 5. The Parish President is hereby authorized to enter into a contract for legal services as provided in the attached retention letter and in accordance with section 4-02 (b) of the Home Rule Charter.

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

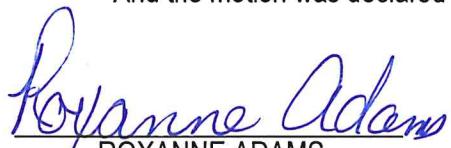
YEAS: McCloskey, Moran, Luna, Alcon, Everhardt, Callais

NAYS: None

ABSENT: None

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

And the motion was declared **adopted** on the 20th day of July, 2021.


ROXANNE ADAMS
CLERK OF COUNCIL


RICHARD "RICHIE" LEWIS
COUNCIL CHAIR

Delivered to the Parish President

7/23/2021 1:55 pm
Date and Time

Received by

Magen Kelley

Approved ✓

Vetoed _____

Parish President


Guy McInnis



St. Bernard Parish Council

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Extract #24 continued
July 20, 2021

Richard "Richie" Lewis
*Councilmember
at Large*

Returned to Clerk of the Council

7/27/2021 9:05am
Date and Time

Gillis McCloskey
*Councilmember
District A*

Received by

Tonya Yallow

Joshua "Josh" Moran
*Councilmember
District B*

Howard Luna
*Councilmember
District C*

Wanda Alcon
*Councilmember
District D*

Fred Everhardt, Jr.
*Councilmember
District E*

Roxanne Adams
Clerk of Council

INTERGOVERNMENTAL AGREEMENT
between the
SOUTHEAST LOUISIANA FLOOD PROTECTION AUTHORITY-EAST
and the
ST. BERNARD PARISH GOVERNMENT
concerning the
TRANSFER OF CERTAIN INTERIOR DRAINAGE AND PUMPING FUNCTIONS
AND PROPERTY IN ST. BERNARD PARISH

STATE OF LOUISIANA

PARISH OF ST. BERNARD

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”), for the public purposes hereinafter declared, is made and entered into effective on the 1st day of July, 2021 (the “Effective Date”), by and between:

THE SOUTHEAST LOUISIANA FLOOD PROTECTION AUTHORITY-EAST (“SLFPAE”), a political subdivision of the State of Louisiana, on its own behalf and that of the Lake Borgne Basin Levee District (“LBBLD”), also a political subdivision of the State of Louisiana, represented herein by Kelli Chandler, SLFPAE’s Regional Director, duly authorized by Resolution No. 06-17-21-10 of the SLFPAE Board of Commissioners adopted on the 17th day of June, 2021, a copy of which is attached hereto and made a part hereof;

and

THE ST. BERNARD PARISH GOVERNMENT (the “Parish”), a political subdivision of the State of Louisiana, represented herein by Guy McInnis, its President, duly authorized by Resolution No. SBPC #2144-06-21 of the St. Bernard Parish Council adopted on the 15th day of June, 2021, a copy of which is attached hereto and made a part hereof.

WITNESSETH:

WHEREAS, pursuant to La. R.S. 38:330.1, SLFPAE, through its Board of Commissioners, exercises authority over and has management, oversight, and control of LBBLD; and

WHEREAS, SLFPAE’s and LBBLD’s primary responsibility is operating and maintaining the perimeter flood defense system, which consists of the Hurricane and Storm Damage Risk Reduction System, the Mississippi River Levees, and numerous other levees and floodwalls; and

WHEREAS, at present, SLFPAE through/and LBBLD operate and maintain certain drainage channels (the “Canals”) and certain interior drainage pumps (the “Pump Stations”) in St.

Bernard Parish, and own certain movable and immovable property necessary and useful for these purposes; and

WHEREAS, at present, the Parish operates and maintains certain other drainage channels and drainage facilities in St. Bernard Parish; and

WHEREAS, pursuant to La. R.S. 38:330.2, SLFPAE is authorized to divest responsibility for internal drainage and pumping responsibilities that would otherwise fall to the parish governing authority, and in accordance therewith, the SLFPAE Board of Commissioners resolved to do so by Resolution No. 06-14-18-04 dated June 14, 2018; and

WHEREAS, pursuant to La. R.S. 33:1236(13), the Parish's responsibilities and authority include constructing and maintaining drainage, drainage ditches, and drainage canals; constructing works and doing all things necessary to effect proper drainage; acquiring property and property rights and expending public funds for such purposes; levying taxes for such purposes; and performing all other acts necessary to fully drain all the land in St. Bernard Parish and to maintain such drainage when established; and

WHEREAS, SLFPAE and LBBLD desire to transfer all of their interior drainage and pumping responsibilities in St. Bernard Parish to the Parish, along with movable and immovable property necessary and useful to this purpose, while reserving such property and property rights as are necessary and useful to performing their primary responsibility of operating and maintaining the perimeter flood defense system, all in accordance with the provisions of this Agreement; and

WHEREAS, the Parish desires to accept SLFPAE's and LBBLD's interior drainage and pumping responsibilities in St. Bernard Parish, to perform all drainage and pumping responsibilities presently performed by SLFPAE or LBBLD, and to accept from SLFPAE and LBBLD their movable and immovable property necessary and useful to this purpose, while reserving to SLFPAE and LBBLD such property and property rights as are necessary and useful to the continuing performance of their primary responsibility of operating and maintaining the perimeter flood defense system, all in accordance with the provisions of this Agreement; and

WHEREAS, the Coastal Protection and Restoration Authority ("CPRA") and SLFPAE have agreed to provide certain funding to the Parish for the performance of these interior drainage and pumping responsibilities upon the transfer of these responsibilities from SLFPAE and LBBLD to the Parish, as set forth in this Agreement; and

WHEREAS, there is a public purpose for this Agreement of substantial benefit to SLFPAE, LBBLD, and the Parish, and each reasonably expects to receive benefit or value from this Agreement that is equivalent to or greater than the consideration it will provide as set forth herein; and

WHEREAS, pursuant to La. Const. Art. VII, § 14(C) and La. R.S. 33:1324, parishes and political subdivisions of the State may make agreements between themselves, including for transfer of responsibilities and movable and immovable property, for drainage and other specified public purposes.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, SLFPAE on its own behalf and that of LBBLD, and the Parish (the “Parties”), hereby agree and contract as follows:

ARTICLE I
DIVESTITURE AND ASSUMPTION OF DRAINAGE AND PUMPING
FUNCTION AND RESPONSIBILITY

A. SLFPAE and LBBLD Divestiture. Pursuant to La. R.S. 38:330.2, effective July 1, 2021 (the “Effective Date”), SLFPAE and LBBLD hereby divest any and all responsibility for interior drainage or pumping in St. Bernard Parish. As of the Effective Date, any and all responsibility of SLFPAE or LBBLD for interior drainage or pumping in St. Bernard Parish is hereby transferred from SLFPAE and LBBLD to the Parish and thereafter will not be performed by SLFPAE or LBBLD.

B. Parish Assumption and Performance. Pursuant to La. R.S. 33:1236(13), as of the Effective Date, the Parish hereby assumes any and all responsibility for interior drainage and pumping within the Parish of St. Bernard for which SLFPAE or LBBLD was responsible or that SLFPAE or LBBLD performed prior to the Effective Date. As of the Effective Date, any and all responsibility of SLFPAE or LBBLD for interior drainage or pumping in St. Bernard Parish is hereby accepted and received by the Parish from SLFPAE and LBBLD and thereafter will be performed by the Parish.

C. Drainage Canals. The drainage responsibilities transferred pursuant to this Agreement include operation and maintenance of the following named canals and all other canals or ditches that SLFPAE or LBBLD has authority to operate or maintain as of the Effective Date, to the extent they are within St. Bernard Parish (collectively, the “Canals”):

1. West Railroad Ditch;
2. East Railroad Ditch;
3. Eickes Canal;
4. Eickes Canal Extension;
5. Guerenger Canal;
6. Fortification Canal;
7. Chalmette Vista Canal;
8. Guichard Canal;
9. Blue Bird Lateral Canal and Blue Bird Lateral Canal Extension;
10. Florida Walk Canal (aka Forty Arpent Canal);
11. Forty Arpent Canal;
12. De La Ronde Canal;
13. Waterworks Ditch (aka Palmisano Canal);
14. Corinne Canal (aka Chalona Canal and Gallo Canal);
15. Kierr Canal;
16. Meraux Canal;
17. DeBouchel Canal;

18. Lower Docville Canal;
19. Violet Ditch;
20. Intercepting Canal (aka Twenty Arpent Canal); and
21. Green Avenue Ditch.

As of the Effective Date, the Parish shall have sole responsibility for the Canals and their operation and maintenance, including all responsibility to clear or snag the Canals, and shall have sole custody and control of the Canals, as set forth in greater detail in the Assignment of Immovable Property attached hereto and executed simultaneously with execution of this Agreement, except as otherwise provided in said Assignment.

D. Pump Stations. The pumping responsibilities transferred pursuant to this Agreement include operation and maintenance of the following pump stations, including their grounds and appurtenances (the "Pump Stations"):

1. Pump Station No. 1, municipal address 4200-B Jean Lafitte Parkway, Chalmette, LA 70043;
2. Pump Station No. 2, municipal address 4201 Jean Lafitte Parkway, Chalmette, LA 70043;
3. Pump Station No. 3, municipal address 3700 Bartolo St., Meraux, LA 70075;
4. Pump Station No. 4, municipal address 3200 Guerra Dr., Violet, LA 70092;
5. Pump Station No. 5, municipal address 7701 East Judge Perez Drive, Violet, LA 70092;
6. Pump Station No. 6, municipal address 4200-A Jean Lafitte Pkwy., Chalmette, LA 70043;
7. Pump Station No. 7, municipal address 3701 Bartolo St., Meraux, LA 70075; and
8. Pump Station No. 8, municipal address 3616 Bayou Road, St. Bernard, LA 70085.

As of the Effective Date, the Parish shall have sole responsibility for the Pump Stations and their operation and maintenance, and shall have sole custody and control of the Pump Stations, as set forth in greater detail in the Assignment of Immovable Property attached hereto and executed simultaneously with execution of this Agreement, except as otherwise provided in said Assignment.

ARTICLE II **ASSIGNMENT AND ACCEPTANCE OF IMMOVABLE PROPERTY**

On the terms set forth in the Assignment of Immovable Property attached hereto and executed simultaneously with execution of this Agreement, SLFPAE and LBBLD hereby assign and transfer to the Parish, and the Parish accepts, the immovable property identified in said Assignment. This immovable property is necessary and useful to performing the interior drainage and pumping responsibility transferred to the Parish hereby, and SLFPAE and LBBLD are assigning it to the Parish to enable the Parish to perform that responsibility.

The Assignment is subject to the reservations to SLFPAE and LBBLD set forth therein of the property rights necessary and useful to performing their primary responsibility of operating and maintaining the perimeter flood defense system, and all other provisions thereof. The Parish shall record an original of the Assignment in the conveyance records of St. Bernard Parish.

ARTICLE III **ASSIGNMENT AND ACCEPTANCE OF MOVABLE PROPERTY**

On the terms set forth in the Assignment of Movable Property attached hereto as Appendix A and executed simultaneously with execution of this Agreement, SLFPAE and LBBLD hereby assign and transfer to the Parish, and the Parish accepts, the movable property identified in said Assignment. This movable property is necessary and useful to performing the interior drainage and pumping responsibility transferred to the Parish hereby, and SLFPAE and LBBLD are assigning it to the Parish to enable the Parish to perform that responsibility.

ARTICLE IV **PROVISIONS FOR TRANSFER OF PERSONNEL**

The Parties recognize that certain employees of SLFPAE have training, knowledge, and expertise that would be beneficial to the Parish in performing the interior drainage and pumping responsibility transferred to the Parish hereby. To the extent and on such terms as any such employee(s) and the Parish are agreeable thereto, the Parish may hire any employee of SLFPAE with expertise regarding interior drainage and pumping, and SLFPAE and the Parish will use their best efforts to enable the transfer such employee(s) from SLFPAE to the Parish.

ARTICLE V **PROVISION OF FUNDING**

A. CPRA Funding. SLFPAE, having previously secured a commitment from CPRA for funding up to \$4 million for pump station repairs and rehabilitation, memorialized in an August 1, 2020 IGA with CPRA, will agree to act as a pass through entity for the St. Bernard Parish Government to obtain reimbursement for in progress or proposed pump station repair and rehabilitation projects approved by CPRA, with the St. Bernard Parish bearing all liability and holding SLFPAE harmless for any and all liability pertaining to bidding, design, and construction phases for project work that they undertake for which reimbursement from CPRA will be sought.

B. SLFPAE Funding. SLFPAE shall provide the following funding to the Parish:

1. SLFPAE shall pay \$3.5 million to the Parish concurrent with execution of this Agreement and all attachments hereto, by check delivered at closing;
2. SLFPAE shall pay \$1.75 million to the Parish concurrent with the execution of this agreement, an amount representing the millage collected of \$1.75 million collected

in the expiring 2020 millage less the expenses incurred between January 1, 2021 and June 30, 2021 by ACH transfer.

C. No Further Financial Responsibility. Neither Party shall be responsible for any payment or funding to the other, except as expressly stated in this Article V.

ARTICLE VI **MISCELLANEOUS**

A. Severability. The Parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction find any provision to be unenforceable as written, the Parties intend and desire that the court should reform the provision to the minimum extent so that it is enforceable. If, however, the court should find such provision to be illegal, invalid, or unenforceable, and not subject to reformation, the court shall sever such provision. In such event, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision was never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.

B. Assignment. This Agreement is personal to each of the Parties hereto, and neither Party may assign, transfer, or delegate any rights or obligations hereunder, except to successor governmental agencies pursuant to applicable law or ordinance, without the prior written consent of the other Party. Such consent shall be at the sole discretion of the other Party. Notwithstanding the foregoing, this limitation on assignment, transfer, or delegation shall not apply to the Assignment of Immovable Property or the Assignment of Movable Property, attached hereto and executed simultaneously with execution of this Agreement.

C. Nonwaiver. The failure of either Party to insist upon strict compliance with any provision of this Agreement, to enforce any right, or to seek any remedy upon discovery of any default or breach of the other Party shall not affect, nor constitute a waiver of, any Party's right to insist upon such compliance, exercise such right, or seek such remedy with respect to that default or breach or any prior, contemporaneous, or subsequent default or breach.

D. Joint Drafting. This Agreement has been reviewed by all Parties and shall be deemed for all purposes prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, drafting, submittal, or other event of negotiation, drafting, or execution of this Agreement.

E. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes and terminates any prior oral or written agreement with respect to the subject matter hereof. No changes or modifications of this Agreement shall be effective unless reduced to writing and signed by all Parties.

F. Rules of Construction. The headings and captions of this Agreement are provided for convenience only and are not intended to affect the construction or interpretation of this Agreement. Whenever herein the singular number is used, the same shall include the plural, where

appropriate, and neutral words and words of any gender shall include the neutral and other gender, where appropriate. This Agreement shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all Parties.

G. Attorney's Fees and Expenses. Should any Party institute legal proceedings to enforce the terms or conditions of this Agreement, the prevailing Party shall be entitled to recover all of its reasonable attorney's fees, costs, and other expenses reasonably and necessarily incurred. Notwithstanding the foregoing, the Parties understand and agree that each Party shall bear all costs and expenses incurred by it under or in connection with this Agreement.

H. Governing Law. This Agreement shall be interpreted and construed, and the legal relations created herein shall be determined, in accordance with the laws of the State of Louisiana, without regard to its conflict of law provisions.

I. Venue. The exclusive venue for any suit arising out of this Agreement shall be in the 34th Judicial District Court for the Parish of St. Bernard, State of Louisiana.

J. Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same agreement.

K. No Third-Party Beneficiary. Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a Party to this Agreement.

L. No Expansion of Responsibility. Nothing in this Agreement is intended, nor may be construed, to expand or create any responsibility on the part of either Party beyond the transfer of the responsibility to perform, operate, and maintain the interior drainage and pumping rights and the transfer of property expressly provided in this Agreement.

M. Notices. All notices called for or contemplated hereunder shall be in writing and shall be given by personal delivery or by certified mail, return receipt requested, postage prepaid and addressed as set forth below:

If to SLFPAE or LBBLD:

Southeast Louisiana Flood Protection Authority-East
Regional Director
6920 Franklin Avenue
New Orleans, LA 70122

If to Parish:

St. Bernard Parish Government
Parish President
8201 W. Judge Perez Dr.
Chalmette, LA 70043

Signature pages follow.

THUS DONE, READ, AND SIGNED by the undersigned Party, before me, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of St. Bernard, State of Louisiana, for the uses, benefits, purposes, and considerations expressed herein, in the presence of the undersigned competent witnesses, who have hereunto signed their names with the Party and me, Notary, on this 29th day of June, 2021, after a due reading of the whole document.

WITNESSES:

Maegen Kelley (sign)
Maegen Kelley (print)

Donna McClain (sign)
DONNA McClain (print)

ST. BERNARD PARISH
GOVERNMENT

By:

Guy McInnis
Parish President

Guy McInnis
NOTARY PUBLIC

Print Name: _____
Notary ID/Bar Roll No.: _____



THUS DONE, READ, AND SIGNED by the undersigned Party, before me, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of Orleans, State of Louisiana, for the uses, benefits, purposes, and considerations expressed herein, in the presence of the undersigned competent witnesses, who have hereunto signed their names with the Party and me, Notary, on this 29 day of June, 2021, after a due reading of the whole document.

WITNESSES:

Donna McClain (sign)
DONNA McClain (print)

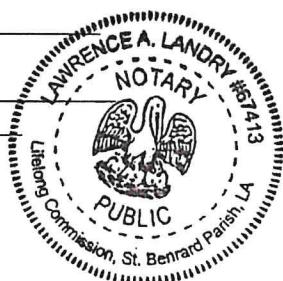
Margen Kelley (sign)
Margen Kelley (print)

SOUTHEAST LOUISIANA FLOOD
PROTECTION AUTHORITY-EAST,
on its own behalf and that of
LAKE BORGNE BASIN
LEVEE DISTRICT

Kelli Chandler
Kelli Chandler
Regional Director

Print Name:

Notary ID/Bar Roll No.:



ASSIGNMENT OF IMMOVABLE PROPERTY

STATE OF LOUISIANA

Intergovernmental Agreement between the Southeast Louisiana Flood Protection Authority-East and the St. Bernard Parish Government Concerning the Transfer of Certain Interior Drainage and Pumping Functions and Property in St. Bernard Parish

PARISH OF ST. BERNARD

BE IT KNOWN that on the dates hereinafter shown, but effective as of July 1, 2021, before the undersigned Notaries Public and the undersigned competent witnesses, personally came and appeared:

THE SOUTHEAST LOUISIANA FLOOD PROTECTION AUTHORITY-EAST (“SLFPAE”), a political subdivision of the State of Louisiana, on its own behalf and that of the Lake Borgne Basin Levee District (“LBBLD”), also a political subdivision of the State of Louisiana, represented herein by Kelli Chandler, SLFPAE’s Regional Director, duly authorized by Resolution No. 06-17-21-10 of the SLFPAE Board of Commissioners adopted on the 17th day of June, 2021, a copy of which is attached hereto and made a part hereof;

and

THE ST. BERNARD PARISH GOVERNMENT (the “Parish”), a political subdivision of the State of Louisiana, represented herein by Guy McInnis, its President, duly authorized by Resolution No. SBPC #2144-06-21 of the St. Bernard Parish Council adopted on the 15th day of June, 2021, a copy of which is attached hereto and made a part hereof;

who declared and acknowledged that, for and in consideration of the transfer of interior drainage and pumping responsibility in St. Bernard Parish from SLFPAE and LBBLD to the Parish, as set forth in the Intergovernmental Agreement between the Southeast Louisiana Flood Protection Authority-East and the St. Bernard Parish Government Concerning the Transfer of Certain Interior Drainage and Pumping Functions and Property in St. Bernard Parish executed simultaneously with execution of this Assignment (the “Agreement”), the mutual undertakings of the Parties pursuant to the Agreement, and the resultant benefits accruing to the Parties and the public at large, the full receipt and adequacy of which are hereby acknowledged by the Parish, which hereby grants full acquittance and discharge therefor, SLFPAE and LBBLD do hereby assign, transfer, set over, and deliver to the Parish all of their right, title, and interest in and to the below-described immovable property, subject to the reservations and all other terms set forth herein.

I. DRAINAGE CANALS

A. Assignment to Parish. SLFPAE and LBBLD hereby assign, transfer, set over, and deliver to the Parish all of their right, title, and interest in and to the following named channels and all other channels or ditches that SLFPAE or LBBLD has authority to operate or maintain as of the Effective Date, to the extent that they are within St. Bernard Parish, including the beds, banks, slopes, flats, crossings, culverts, and all appurtenances thereof, except as provided in Sections 1(B) and 1(D) below, as shown generally on the map attached hereto as Exhibit A and as described generally below (the "Canals"). As of the Effective Date, the Parish shall have sole ownership of and responsibility for the Canals and their operation and maintenance, including all responsibility to clear or snag the Canals, and shall have sole custody and control of the Canals, except as provided below.

1. *West Railroad Ditch* – Also known as the East/West Railroad Ditch(es). Runs perpendicular to Judge Perez Drive, along the Norfolk Southern Railroad tracks, from St. Bernard Highway at Aycock Street north to Florida Avenue. Bounded on the west side (New Orleans side) by Aycock Street and on the east side (Paris Road side) by the railroad.

2. *East Railroad Ditch* – Also known as the East/West Railroad Ditch(es). Runs perpendicular to Judge Perez Drive, along the Norfolk Southern Railroad tracks, from near St. Bernard Hwy. at Center Street near Eickes Canal north to the Florida Walk Canal. Bounded on the west side (New Orleans side) by the railroad and on the east side (Paris Road side) by Alexander Street.

3. *Eickes Canal* – Runs perpendicular to Judge Perez Drive, from St. Bernard Highway north to the Florida Walk Canal. Bounded on the west side (New Orleans side) by Center Street and on the east side (Paris Road side) by Schnell Drive. For further detail, see Louisiana Department of Public Works ("LDPW") map no. LD8-1277-1A.

4. *Eickes Canal Extension* – Runs perpendicular to St. Bernard Highway, from Bienvenue Street north to St. Bernard Highway. Bounded on the west side (New Orleans side) by Center Street and on the east side (Paris Road side) by an open field.

5. *Guerenger Canal* – Runs perpendicular to Judge Perez Drive, from St. Bernard Highway north to the Florida Walk Canal. From St. Bernard Highway to Judge Perez Drive, bounded on the west side (New Orleans side) by Norton Avenue and on the east side (Paris Road side) by an open field. From Judge Perez Drive to the Florida Walk Canal, bounded on the west side (New Orleans side) by Cougar Drive and on the east side (Paris Road side) by an open field. For further detail, see LDPW map no. LD8-1265-1.

6. *Fortification Canal* – Runs perpendicular to Judge Perez Drive, from 8th Street north to the Bluebird Lateral Canal. The portion that runs from St. Bernard Highway north to 8th Street, also known as Congressman Hebert Canal, already belongs to St. Bernard Parish. Bounded on the west side (New Orleans side) by Andrew Jackson High School and on the east side (Paris Road side) by Artillery Drive. For further detail, see LDPW map no. LD8-1278-1A.

7. *Chalmette Vista Canal* – Runs perpendicular to Judge Perez Drive, from the Bluebird Lateral Canal north to the Florida Walk Canal. Bounded partly on the west side (New Orleans side) by Kings Drive and partly by shopping centers, and on the east side (Paris Road side) partly by an open field and partly by a shopping center.

8. *Guichard Canal* – Runs perpendicular to Judge Perez Drive, from St. Bernard Highway north to the Florida Walk Canal. From St. Bernard Highway to Judge Perez Drive, bounded on the west side (New Orleans side) by the St. Bernard Trailer Park/Marcelle Drive and on the east side (Paris Road side) by Packenham Drive. From Judge Perez Drive to the Florida Walk Canal, bounded on the west side (New Orleans side) by Southern Place and Jupiter Drive and on the east side (Paris Road side) by Packenham Drive. For further detail, see LDPW map no. LD8-1281-1A.

9. *Blue Bird Lateral Canal and Blue Bird Lateral Canal Extension* (same channel constructed in two phases). The Blue Bird Lateral runs parallel to Judge Perez Drive, one block south of Judge Perez Drive, from Old Hickory Avenue west to Jean Lafitte Parkway. The Blue Bird Lateral Canal Extension runs parallel to Judge Perez Drive, one block south of Judge Perez Drive, from Jean Lafitte Parkway west to the Guerenger Canal. For further detail, see LDPW map nos. LD8-1279-1A and LD8-1280-1A.

10. *Florida Walk Canal* – Also known as the Forty Arpent Canal. Runs parallel to Judge Perez Drive along the Back Protection Levee, from East/West Railroad Ditch(es) east to Paris Road; through culverts east under Paris Road; and then along Virtue Street east to the De La Ronde Canal. The portion from Paris Road to the De La Ronde Canal is also known as the Virtue St. Canal. For further detail, in part, see LDPW map no. LD8-1265-1A.

11. *Forty Arpent Canal* – Runs parallel to Judge Perez Drive along the Back Protection Levee, from Paris Road east and then south to the Violet Canal; and continuing south and then east along the Back Protection Levee toward Verret, Louisiana.

12. *De La Ronde Canal* – Runs perpendicular to Judge Perez Drive, from Judge Perez Drive north to the Forty Arpent Canal. Bounded on the west side (Paris Road side) by Delambert Street, Richelieu Court, and Lavoisier Street and on the east side (Violet side) by Golden Drive and an open field. The portion that runs from St. Bernard Highway north to Judge Perez Drive already belongs to St. Bernard Parish and is covered. For further detail, see LDPW map no. LD8-1289-1A.

13. *Water Works Ditch* – Also known as the Palmisano Canal. This Canal is covered. Runs perpendicular to Judge Perez Drive, from St. Bernard Highway north to the Intercepting Canal. Bounded on the west side (Paris Road side) by Palmisano Boulevard and on the east side (Violet side) by Pecan Drive.

14. *Corinne Canal* – Also known as the Chalona Canal and the Gallo Canal. Runs perpendicular to Judge Perez Drive, from St. Bernard Highway north to the Forty Arpent Canal. Bounded on the west side (Paris Road side) by Chalona Drive and on the east side (Violet side) by Gallo Drive. For further detail, see LDPW map no. LD8-1282-1A.

15. *Kierr Canal* – This Canal is covered. Runs perpendicular to Judge Perez Drive, from Judge Perez Drive north to the Intercepting Canal. Bounded on the west side (Paris Road side) by Corinne Drive and on the east side (Violet side) by Campagna Drive. For further detail, see LDPW map no. LD8-1285-1A.

16. *Meraux Canal* – Runs perpendicular to Judge Perez Drive, from St. Bernard Highway northeast to the Forty Arpent Canal. From St. Bernard Highway to Judge Perez Drive, runs through Murphy Oil Refinery property. Murphy Oil maintains the Canal between St. Bernard Highway and Judge Perez Drive. From Judge Perez Drive to the Forty Arpent Canal, bounded by wooded area on both sides. For further detail, see LDPW map no. LD8-1284-1A.

17. *DeBouchel Canal* – Runs perpendicular to Judge Perez Drive, from St. Bernard Highway northeast to the Forty Arpent Canal. Bounded on the west side (Paris Road side) partly by Webster Lane, partly by St. Bernard Parish School Board property, partly by Roman Catholic Church property, and partly by St. Marie Drive, and bounded on the east side (Violet side) by wooded area.

18. *Lower Docville Canal* – Runs perpendicular to Judge Perez Drive, from St. Bernard Highway northeast to the Forty Arpent Canal. From St. Bernard Highway to Judge Perez Drive, bounded on the west side (Paris Road side) by wooded area (Meraux Pasture) and on the east side (Violet side) by Edgar Drive. From Judge Perez Drive to the Forty Arpent Canal, bounded on the west side (Paris Road side) by wooded area and on the east side (Violet side) by Shannon Drive. For further detail, see LDPW map no. LD8-1291-1A.

19. *Violet Ditch* – Runs perpendicular to Judge Perez Drive, from near 5th St. north paralleling Packenham Road, traveling under Judge Perez Drive east to the Intercepting Canal, doglegging north, and continuing northeast to the Forty Arpent Canal. Bounded by wooded area on both sides.

20. *Intercepting Canal* – Also known as the Twenty Arpent Canal. Runs parallel to Judge Perez Drive, between Judge Perez Drive and the Forty Arpent Canal, from the De La Ronde Canal (near Golden Drive) southeast to the Corinne Canal at Chalona Drive. Picks up again at the Corinne Canal, northeast of the first leg, between E. Josephine Street and E. Genie Street and continues southeast to the Violet Canal (behind Oak Ridge Park Subdivision). For further detail, see LDPW map no. LD8-1275-1A.

21. *Green Avenue Ditch* – Runs from St. Bernard Highway in Poydras near Farmsite Rd. east, parallel to Green Avenue, through Christie Park, Plantation Village, and Poydras Plantation (Torres Drive Subdivision). At Serpas Lane, turns north toward Judge Perez Drive, angles to the northeast just past Farmsite Road, and continues under Judge Perez Drive to the Forty Arpent Canal and E. J. Gore Pumping Station No. 5. Also includes a distributary running from St. Bernard Highway north to the mail channel of the Ditch, intersecting the main channel approximately 500 feet west of St. Bernard Highway. For further detail, see LDPW map no. LD8-1290-1A.

B. Reservations.

1. Reservation of the Back Protection Levee. The Parties recognize that SLFPAE and LBBLD operate and maintain the levee and associated floodwalls, transitions, and appurtenances thereto along the Florida Walk Canal and the Forty Arpent Canal (the “Back Protection Levee”). SLFPAE and LBBLD remain responsible for operating and maintaining the perimeter flood defense system, which includes the Back Protection Levee. Notwithstanding the assignment set forth in Section I(A), the Back Protection Levee above the slope line of the Florida Walk Canal and the Forty Arpent Canal (i.e., the “flats”) is excluded from this Assignment. SLFPAE and LBBLD reserve and retain all of their right, title, and interest in and to the Back Protection Levee down to the slope line of the Florida Walk Canal and the Forty Arpent Canal.

2. No other reservations. Except as expressly provided in this Assignment, SLFPAE and LBBLD reserve and retain no right, title, or interest in or to the Canals, nor any custody, control, or possession thereof.

C. Grant of servitudes to the Parish.

1. Access servitude on the Back Protection Levee. SLFPAE and LBBLD hereby grant a non-exclusive and non-transferrable access servitude to the Parish over the Back Protection Levee between its crown and the slope line of the Florida Walk Canal and Forty Arpent Canal (the “Canal-Side Levee Area”), for drainage and pumping purposes.

2. Work area servitude on the Back Protection Levee. SLFPAE and LBBLD hereby grant a non-exclusive and non-transferrable work area servitude to the Parish over the Canal-Side Levee Area to stage and operate equipment and do all other things necessary and useful for drainage and pumping purposes, including operation and maintenance of the Florida Walk Canal and Forty Arpent Canal.

3. Access servitude on the Violet Canal Levee. SLFPAE and LBBLD hereby grant a non-exclusive and non-transferrable access servitude to the Parish over the Violet Canal Levee, between its crown and the slope line of the Violet Canal, and from St. Bernard Highway to the 40 Arpent Canal, on both sides of the Violet Canal, for drainage and pumping purposes.

D. Limitations. The servitudes granted pursuant to this Assignment (including those set forth in Sections I(C)(1) and I(C)(2) above) exclude and are limited to preclude any activities that endanger any levee, floodwall, or appurtenance thereto or interfere with SLFPAE’s or LBBLD’s access to or operation, maintenance, repair, replacement, or rehabilitation thereof. Such endangerment or interference shall be determined in SLFPAE’s and LBBLD’s sole discretion, which shall not be unreasonably exercised. All requirements for a Levee Safety Permit from SLFPAE or LBBLD shall remain in full force and effect. These servitudes exclude any right of access or use by the general public and are limited to use for interior drainage and pumping purposes.

II. PUMP STATIONS

A. Assignment to Parish. SLFPAE and LBBLD hereby assign, transfer, set over, and deliver to the Parish all of their right, title, and interest in and to the following pump stations, including all buildings, constructions, and improvements and all fixtures and appurtenances thereto within the grounds of each pump station as described in Sections II(D) through II(J) below, as shown generally on the map attached hereto as Exhibit B (the "Pump Stations"), but excluding the Pump Station grounds themselves (defined below). As of the Effective Date, the Parish shall have sole ownership of and responsibility for the Pump Stations and their operation and maintenance, sole responsibility for mowing and clearing the Pump Station grounds, and sole custody and control of the Pump Stations and their grounds, except as provided below. The Parties expressly understand and intend that the Parish shall own the Pump Stations separately from the Pump Station grounds, and that SLFPAE and LBBLD shall own the Pump Station grounds separately from the Pump Stations, except as provided below, as authorized by La. C.C. art. 491.

1. *Pump Station No. 1*, municipal address 4200-B Jean Lafitte Parkway, Chalmette, LA 70043;
2. *Pump Station No. 2*, municipal address 4201 Jean Lafitte Parkway, Chalmette, LA 70043;
3. *Pump Station No. 3*, municipal address 3700 Bartolo St., Meraux, LA 70075;
4. *Pump Station No. 4*, municipal address 3200 Guerra Dr., Violet, LA 70092;
5. *Pump Station No. 5*, municipal address 7701 E. Judge Perez Dr., Violet, LA 70092;
6. *Pump Station No. 6*, municipal address 4200-A Jean Lafitte Parkway, Chalmette, LA 70043;
7. *Pump Station No. 7*, municipal address 3701 Bartolo St., Meraux, LA 70075; and
8. *Pump Station No. 8*, municipal address 3616 Bayou Road, St. Bernard, LA 70085.

B. Reservations.

1. Reservation of Pump Station grounds. Pump Station Nos. 1 through 7 are situated on the Back Protection Levee, and Pump Station No. 8 is situated on the federal Hurricane Storm Damage Risk Reduction System levee and floodwall (the "HSDRRS Levee"). The Parties recognize that SLFPAE and LBBLD remain responsible for operating and maintaining the perimeter flood defense system, which includes the Back Protection Levee and the HSDRRS

Levee. The Pump Station grounds are therefore excluded from this Assignment, and SLFPAE and LBBLD reserve and retain all of their right, title, and interest in and to the Pump Station grounds, except as expressly assigned below.

2. Reservation of rights regarding the Pump Stations. Notwithstanding the assignment set forth in Section II(A) above and the assignments and the grants of servitudes below, SLFPAE and LBBLD reserve and retain (a) a non-exclusive right of access to and through all Pump Stations and their grounds, including over and across any bridge within or adjacent to any Pump Station or their grounds, (b) the right to inspect and maintain any levee, floodwall, or appurtenance thereto, including within any Pump Station or its grounds, and (c) the right to do all things necessary and useful to operate, maintain, repair, replace, or rehabilitate any levee, floodwall, or appurtenance thereto, including within any Pump Station or its grounds.

3. No other reservations. Except as expressly provided in this Assignment, SLFPAE and LBBLD reserve and retain no right, title, or interest in or to the Pump Stations, nor any custody, control, or possession thereof.

4. Gates. By way of illustration and not of limitation, and solely for clarity, the parties agree that neither may obstruct the access of the other party in, to, through, or across areas where it has reserved, retained, or been granted a right or servitude of access, specifically including but not limited to access through any gates or locks at or in any pump station or its grounds, on any levee, or across any bridge. Each party shall provide the other with keys to any and all such gates or locks that it may possess, place, or change, immediately upon the effective date of this Assignment or the initial placement or change of such gate or lock.

C. Grant of servitudes to the Parish.

1. Work area servitude on the Pump Station grounds. SLFPAE and LBBLD hereby grant a non-exclusive and non-transferrable work area servitude to the Parish over each Pump Station grounds as defined below to (a) stage and operate equipment, (b) operate and maintain the respective Pump Station, all appurtenances thereto including outfall pipes, and Pump Station grounds, (c) store trash removed from the respective Pump Station grounds, and (d) do all other things necessary or useful for drainage and pumping purposes.

2. Limitations. The servitudes granted pursuant to this Assignment (including those set forth in Section II(C)(1) above and Sections II(D) through II(J) below) exclude and are limited to preclude any activities that endanger any levee, floodwall, or appurtenance thereto or interfere with SLFPAE's or LBBLD's access to or operation, maintenance, repair, replacement, or rehabilitation thereof. Such endangerment or interference shall be determined in SLFPAE's and LBBLD's sole discretion, which shall not be unreasonably exercised. All requirements for a Levee Safety Permit from SLFPAE or LBBLD shall remain in full force and effect. These servitudes exclude any right of access or use by the general public and are limited to use for interior drainage and pumping purposes.

D. Pump Station Nos. 1 and 6.

1. Grounds. The "Pump Station Nos. 1 and 6 Grounds" are the area of land bounded by the Florida Walk Canal on the South, a line at the transition from sheet pile floodwall to concrete floodwall on the East, marsh on the North, and a line at the transition from concrete floodwall to sheet pile floodwall on the West, as shown on the map attached hereto as Exhibit B.

2. Grant of access servitude to the Parish. SLFPAE and LBBLD hereby grant a non-exclusive and non-transferrable access servitude to the Parish over the Canal-Side Levee Area from Jean Lafitte Parkway to Pump Station Nos. 1 and 6, as shown on Exhibit B, to access, operate, and maintain Pump Station Nos. 1 and 6 and their grounds. SLFPAE and LBBLD further hereby grant a non-exclusive and non-transferrable access servitude to the Parish through floodwall gate Z-01 to access the flood side of the floodwall, and from that gate along the flood side of the floodwall to Pump Station Nos. 1 and 6, all as shown on Exhibit B, to access, operate, and maintain Pump Station Nos. 1 and 6 and their grounds.

3. Reservation of Florida Walk Canal bridge access. SLFPAE and LBBLD hereby reserve and retain a non-exclusive right of access over the bridge across the Florida Walk Canal from Jean Lafitte Parkway to the Back Protection Levee, as shown on Exhibit B, for flood protection purposes and to do all things necessary or useful to access, operate, maintain, repair, replace, or rehabilitate any levee, floodwall, or appurtenance thereto.

4. Entergy servitude. Entergy New Orleans, Inc. possesses a right of way and right of access through Pump Station Nos. 1 and 6 and their grounds for its power line and to access its power lines. This Assignment is subject to Entergy's right of way and right of access.

E. Pump Station No. 2.

1. Grounds. The "Pump Station No. 2 Grounds" are the area of land bounded by the Florida Walk Canal on the South, a line at Station 505+25 of the Back Protection Levee (marked on the floodwall) on the East, marsh on the North, and a line at the transition from concrete floodwall to sheet pile floodwall on the West, as shown on Exhibit B.

2. Grant of access servitude to the Parish. SLFPAE and LBBLD hereby grant a non-exclusive and non-transferrable access servitude to the Parish over the Canal-Side Levee Area from Jean Lafitte Parkway to Pump Station No. 2, as shown on Exhibit B, to access, operate, and maintain Pump Station No. 2 and its grounds. SLFPAE and LBBLD further hereby grant a non-exclusive and non-transferrable access servitude to the Parish through floodwall gate Z-03 to access the flood side of the floodwall, and from that gate along the flood side of the floodwall to Pump Station No. 2, all as shown on Exhibit B, to access, operate, and maintain Pump Station No. 2 and its grounds.

F. Pump Station No. 3.

1. Grounds. The "Pump Station No. 3 Grounds" are the area of land bounded by the Florida Walk Canal on the South, a line at the east end of the floodwall on the East, marsh on the North, and a line at the west end of the concrete levee tie-in on the West, as shown on Exhibit B.

2. Grant of access servitude to the Parish. SLFPAE and LBBLD hereby grant a non-exclusive and non-transferrable access servitude to the Parish over the Canal-Side Levee Area from Bartolo St. to Pump Station No. 3, as shown on Exhibit B, to access, operate, and maintain Pump Station No. 3 and its grounds. SLFPAE and LBBLD further hereby grant a non-exclusive and non-transferrable access servitude to the Parish across the Back Protection Levee within 20 feet outside the east and west sides of the floodwalls to reach the flood side, and from those crossings along the flood side of the floodwall to Pump Station No. 3, all as shown on Exhibit B, to access, operate, and maintain Pump Station No. 3 and its grounds.

3. Reservation of Forty Arpent Canal bridge access. SLFPAE and LBBLD hereby reserve and retain a non-exclusive right of access over the bridge across the Forty Arpent Canal from Bartolo St. to the Back Protection Levee, as shown on Exhibit B, for flood protection purposes and to do all things necessary or useful to access, operate, maintain, repair, replace, or rehabilitate any levee, floodwall, or appurtenance thereto.

4. Maintenance of guard rail. The Parish shall maintain the guard rail along the access road adjacent to Pump Station No. 3, shown on Exhibit B, in good working order so that it remains as protective of the floodwall as its condition on the effective date of this Assignment.

G. Pump Station No. 4.

1. Grounds. The "Pump Station No. 4 Grounds" are the area of land bounded by a line 20 feet south of the access road loop on the South, marsh on the East, a line 20 feet north of the concrete levee transition on the North, and the Forty Arpent Canal on the West, as shown on Exhibit B.

2. Grant of access servitude to the Parish. SLFPAE and LBBLD hereby grant a non-exclusive and non-transferrable access servitude to the Parish over the Canal-Side Levee Area from Guerra Dr. to Pump Station No. 4, as shown on Exhibit B, to access, operate, and maintain Pump Station No. 3 and its grounds.

3. Reservation of Forty Arpent Canal bridge access. SLFPAE and LBBLD hereby reserve and retain a non-exclusive right of access over the bridge across the Forty Arpent Canal from Guerra Dr. to the Back Protection Levee, as shown on Exhibit B, for flood protection purposes and to do all things necessary or useful to access, operate, maintain, repair, replace, or rehabilitate any levee, floodwall, or appurtenance thereto.

H. Pump Station No. 5.

1. **Grounds.** The “Pump Station No. 5 Grounds” are the combination of:

a. **Assigned Grounds** – the area of land bounded by East Judge Perez Drive on the South, Parish property on the East, the north slope line of the Forty Arpent Canal (i.e., the “flats”) on the North, and the drainage channel perpendicular to East Judge Perez Drive on the West, as shown on Exhibit B; and

b. **Servitude Grounds** – the area of land bounded by the north slope line of the Forty Arpent Canal on the South, a line 40 feet west of the outfall pipes on the West, marsh on the North, and a line 40 feet east of the outfall pipes on the East, as shown on Exhibit B.

2. **Assignment of the Assigned Grounds.** SLFPAE and LBBLD hereby assign, transfer, set over, and deliver to the Parish all of their right, title, and interest in and to the Assigned Grounds of the Pump Station No. 5 Grounds, as defined above. As of the Effective Date, the Parish shall have sole ownership of and responsibility for the Assigned Grounds and their operation and maintenance, including all responsibility to clear or snag the Forty Arpent Canal within the Assigned Grounds, and shall have sole custody and control of the Assigned Grounds.

3. **Reservation of right to store equipment.** SLFPAE and LBBLD hereby reserve and retain the right to park mowing tractors and equipment on the Pump Station No. 5 Grounds overnight or over weekends, in such locations as are not unreasonably inconvenient to the Parish.

I. Pump Station No. 7.

1. **Grounds.** The “Pump Station No. 7 Grounds” are the area of land bounded by the Forty Arpent Canal on the South, a line 20 feet east of the east end of the concrete levee tie-in on the East, marsh on the North, and line 20 feet west of the west end of the concrete levee tie-in on the West, as shown on Exhibit B.

2. **Grant of access servitude to the Parish.** SLFPAE and LBBLD hereby grant a non-exclusive and non-transferable access servitude to the Parish over the Canal-Side Levee Area from Bartolo St. to Pump Station No. 7, as shown on Exhibit B, to access, operate, and maintain Pump Station No. 7 and its grounds.

J. Pump Station No. 8.

1. **Grounds.** The “Pump Station No. 8 Grounds” are the area of land bounded by marsh on the South, the eastern inflection point of the floodwall on the East, the drainage channel on the North, and the western inflection point of the floodwall on the West, as shown on Exhibit B.

2. **Special reservation of the HSDRRS Levee.** The Pump Station No. 8 Grounds are part of the HSDRRS Levee, and as addressed above, are excluded from this

Assignment. In addition to all other exclusions or reservations set forth in this Assignment, SLFPAE and LBBLD specifically reserve and retain all rights to perform any operation, maintenance, repair, rehabilitation, or reconstruction on the Levee or Floodwall requested or deemed necessary or appropriate by the U.S. Army Corps of Engineers (the “Corps”). SLFPAE and LBBLD shall notify the Parish of any such request by the Corps.

3. Special reservation of right to operate valves. In addition to the foregoing, SLFPAE and LBBLD specifically reserve and retain full and exclusive control over the three knife gate valves at the floodwall of the HSDRRS Levee and the three butterfly valves at the knee wall of the HSDRRS Levee, including the ability to close any or all of these valves and to operate, maintain, repair, rehabilitate, or replace these valves at any time SLFPAE or LBBLD in their sole discretion determine is necessary to the operation of the perimeter flood defense system. Further, to the extent it is reasonably able, the Parish shall comply with any written or oral instructions by SLFPAE or LBBLD to close or open these valves.

4. Grant of access servitude to the Parish. SLFPAE and LBBLD hereby grant a non-exclusive and non-transferrable access servitude to the Parish over the HSDRRS Levee on the protected side from Highway 300 to Pump Station No. 8, as shown on Exhibit B, to access, operate, and maintain Pump Station No. 8 and its grounds. SLFPAE and LBBLD further hereby grant a non-exclusive and non-transferrable access servitude to the Parish through floodwall gates D-01 and D-02 to access the flood side of the floodwall, and from those gates along the flood side of the floodwall to Pump Station No. 8, all as shown on Exhibit B, to access, operate, and maintain Pump Station No. 8 and its grounds.

III. MISCELLANEOUS

A. Repair of damage. The Parish shall immediately repair any damage to the Back Protection Levee or the HSDRRS Levee caused by any act of the Parish or its employees, contractors, or agents in using the property assigned or servitudes granted by this Assignment, to the reasonable satisfaction of SLFPAE and LBBLD.

B. No right granted for public access. No right to allow general public access to the Back Protection Levee or the HSDRRS Levee is granted or conveyed by this Assignment, and SLFPAE and LBBLD reserve and retain the right to prohibit general public access thereto.

C. No warranty. This Assignment is made without any warranty by or recourse to SLFPAE or LBBLD whatsoever. Without limiting the foregoing, SLFPAE and LBBLD do not warrant or represent the correctness of any survey or any other similar information purporting to show the location of the Canals or the Pump Stations, or SLFPAE’s or LBBLD’s rights, title, or interest therein.

D. Successors. All the provisions hereof shall inure to the benefit of and be binding upon the Parties hereto and their successors, assigns, and succeeding duly authorized governmental agencies.

E. Counterparts. This Assignment may be executed in any number of counterparts, all of which together shall constitute one and the same agreement.

Signature pages follow

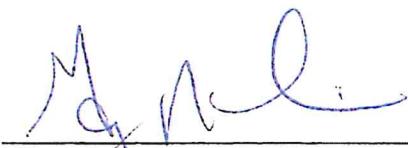
THUS DONE, READ, AND SIGNED by the undersigned Party, before me, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of St. Bernard, State of Louisiana, for the uses, benefits, purposes, and considerations expressed herein, in the presence of the undersigned competent witnesses, who have hereunto signed their names with the Party and me, Notary, on this 29th day of June, 2011, after a due reading of the whole document.

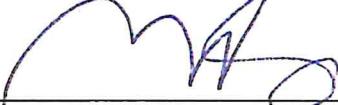
WITNESSES:

Magan Kelley (sign)
Magan Kelley (print)

Donna McClain (sign)
DONNA McClain (print)

ST. BERNARD PARISH
GOVERNMENT

By: 
Guy McInnis
Parish President


NOTARY PUBLIC

Print Name: _____
Notary ID/Bar Roll No.: _____



THUS DONE, READ, AND SIGNED by the undersigned Party, before me, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of Orleans, State of Louisiana, for the uses, benefits, purposes, and considerations expressed herein, in the presence of the undersigned competent witnesses, who have hereunto signed their names with the Party and me, Notary, on this 21 day of June, 2021, after a due reading of the whole document.

WITNESSES:

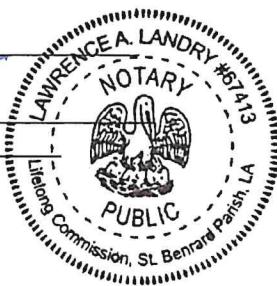
Donna McClain (sign)
DONNA McClain (print)

Maegen Kelley (sign)
Maegen Kelley (print)

SOUTHEAST LOUISIANA FLOOD
PROTECTION AUTHORITY-EAST,
on its own behalf and that of
LAKE BORGNE BASIN
LEVEE DISTRICT

Kelli Chandler
Kelli Chandler
Regional Director

NOTARY PUBLIC
Print Name: _____
Notary ID/Bar Roll No.: _____



ASSIGNMENT OF MOVABLE PROPERTY

STATE OF LOUISIANA

PARISH OF ST. BERNARD

Intergovernmental Agreement between the Southeast Louisiana Flood Protection Authority-East and the St. Bernard Parish Government Concerning the Transfer of Certain Interior Drainage and Pumping Functions and Property in St. Bernard Parish

BE IT KNOWN that on the dates hereinafter shown, but effective as of July 1, 2021, before the undersigned Notaries Public and the undersigned competent witnesses, personally came and appeared:

THE SOUTHEAST LOUISIANA FLOOD PROTECTION AUTHORITY-EAST ("SLFPAE"), a political subdivision of the State of Louisiana, on its own behalf and that of the Lake Borgne Basin Levee District ("LBBLD"), also a political subdivision of the State of Louisiana, represented herein by Kelli Chandler, SLFPAE's Regional Director, duly authorized by Resolution No. 06-17-21-10 of the SLFPAE Board of Commissioners adopted on the 17th day of June, 2021, a copy of which is attached hereto and made a part hereof;

and

THE ST. BERNARD PARISH GOVERNMENT (the "Parish"), a political subdivision of the State of Louisiana, represented herein by Guy McInnis, its President, duly authorized by Resolution No. SBPC #2144-06-21 of the St. Bernard Parish Council adopted on the 15th day of June, 2021, a copy of which is attached hereto and made a part hereof;

who declared and acknowledged that, for and in consideration of the transfer of interior drainage and pumping responsibility in St. Bernard Parish from SLFPAE and LBBLD to the Parish, as set forth in the Intergovernmental Agreement between the Southeast Louisiana Flood Protection Authority-East and the St. Bernard Parish Government Concerning the Transfer of Certain Interior Drainage and Pumping Functions and Property in St. Bernard Parish executed simultaneously with execution of this Assignment of Movable Property (the "Agreement"), the mutual undertakings of the Parties pursuant to the Agreement, and the resultant benefits accruing to the Parties and the public at large, the full receipt and adequacy of which are hereby acknowledged by the Parish, which hereby grants full acquittance and discharge therefor, SLFPAE and LBBLD do hereby assign, transfer, set over, and deliver to the Parish all of their right, title, and interest in and to all movable property located as of July 1, 2021 inside the eight Pump Stations or their grounds assigned by SLFPAE and LBBLD to the Parish by Assignment of Immovable Property executed simultaneously with execution of this Assignment of Movable Property, including but not limited to all furniture, equipment, consumables, books, records, maps, and files.

This Assignment of Movable Property expressly excludes personal property of Pump Station operations staff.

This Assignment of Movable Property expressly includes the items listed in Appendix A.

This Assignment of Movable Property is made without any warranty by or recourse to SLFPAE or LBBLD whatsoever. Without limiting the foregoing, SLFPAE and LBBLD do not warrant or represent the condition of any property assigned hereby, and St. Bernard agrees to accept the property "as-is".

All the provisions hereof shall inure to the benefit of and be binding upon the Parties hereto and their successors, assigns, and succeeding duly authorized governmental agencies.

This Assignment of Movable Property may be executed in any number of counterparts, all of which together shall constitute one and the same agreement.

Signature pages follow

THUS DONE, READ, AND SIGNED by the undersigned Party, before me, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of St. Bernard, State of Louisiana, for the uses, benefits, purposes, and considerations expressed herein, in the presence of the undersigned competent witnesses, who have hereunto signed their names with the Party and me, Notary, on this 29th day of June, 2021 after a due reading of the whole document.

WITNESSES:

Maegen Kelley (sign)
Maegen Kelley (print)

Donna McClain (sign)
DONNA McClain (print)

ST. BERNARD PARISH
GOVERNMENT

By:

Guy McInnis
Parish President

NOTARY PUBLIC

Print Name: _____

Notary ID/Bar Roll No.: _____



THUS DONE, READ, AND SIGNED by the undersigned Party, before me, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of Orleans, State of Louisiana, for the uses, benefits, purposes, and considerations expressed herein, in the presence of the undersigned competent witnesses, who have hereunto signed their names with the Party and me, Notary, on this 21 day of June, 2021, after a due reading of the whole document.

WITNESSES:

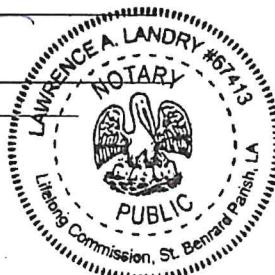
Donna McClain (sign)
Donna McClain (print)

Maegen Kelley (sign)
Maegen Kelley (print)

**SOUTHEAST LOUISIANA FLOOD
PROTECTION AUTHORITY-EAST,
on its own behalf and that of
LAKE BORGNE BASIN
LEVEE DISTRICT**

Kelli Chandler
Kelli Chandler
Regional Director

NOTARY PUBLIC
Print Name: _____
Notary ID/Bar Roll No.: _____



Equipment for St. Bernard Parish

APPENDIX A

Asset ID Number	Year	Make	Model	Style	VIN. Number	License Plate Number
81375	2012	Kubota	SVL75	Compact Track Loader	12762	N/A
81238	2016	John Deere	317	Skid Steer	T00317A116778	N/A
81491	2017	New Holland	B110SCP	Backhoe	NHHH01128	N/A
63545	1999	Bush Whacker	T-180	15ft. Cutter	T-180-1042-99	N/A
81256	2008	Bush Whacker	T-180	15ft. Cutter	08T-180-0807-07013	N/A
63699	2000	International	4700	16yd Trash Truck	1HTSCABM01H356380	165150
81176	2004	Ford	F-350	Reg. Cab Service Body	1FTWF32P44EB03063	164849
81318	2009	John Deere	5085M	Alamo Interstater	LV5085M150170	N/A
81341	2011	Kubota	ZD221 48"	Zero Turn Mower	30550	N/A
81396	2013	Kubota	F3680	Terrain Cutter with 72" deck	S/N 17641	N/A
81483	2016	New Holland	T6.110	Alamo Boom Mower	NT01425M	N/A
	2016	New Holland	TS6.110	Alamo Boom Mower	NT008808M	N/A
	2016	New Holland	T4.90	Utility Tractor	ZGLE51595	N/A
	2016	New Holland	T4.90	Utility Tractor	ZGLE51596	N/A
63367	1998	Jeep	Cherokee	4 Door	1J4FJ28S3WL202163	146137
63641	2000	Jeep	Cherokee	4 Door	1J4FT28S9YL265619	164543
63639	2000	Jeep	Cherokee	4 Door	1J4FT28S55YL265617	164540
40006	2011	Ford	F250	4WD Pickup Truck	1FT7W2B61BEA02419	PP228925
40032	2010	Kubota	KX057	Compact Excavator	KX057R3A20260	N/A

Equipment for St. Bernard Parish

APPENDIX A

Asset ID Number	Year	Make	Model	Style	VIN. Number	License Plate Number
40033	2007	Kobelco	SK250	Long Reach Excavator	LL09-U1378	N/A
	2007	Bob Cat	T-190	Compact Track Loader	531616631	N/A
40036	2010	Case	420CT	Compact Track Loader	N9M405157	N/A
40042	2011	Kubota	ZD21	Zero Turn Mower	56304	N/A
40043	2009	Kubota	ZD323	Zero Turn Mower	12504	N/A
40044	2011	Kubota	ZD331P	Zero Turn Mower	31075	N/A
40048	2009	Kubota	900G	RTV Utility Vehicle	KRTV900A910A1243	N/A
N/A	2019	Porter Cable	N/A	6gal. Air Compressor	2969555272	N/A
N/A	N/A	Stihl	N/A	Weed Eater	N/A	N/A
N/A	N/A	Stihl	N/A	Weed Eater	N/A	N/A
N/A	N/A	Stihl	N/A	Weed Eater	N/A	N/A
N/A	N/A	Stihl	N/A	Weed Eater	N/A	N/A

On the motion of Mr. Cosse,
Seconded by Mr. Hassinger, the following resolution was offered:

**RESOLUTION NO. 06-17-21-10 - AGREEMENT TO REVISED TERMS
OF PERMANENT TRANSFER OF INTERIOR DRAINAGE AND
PUMPING FUNCTIONS FROM LAKE BORGNE BASIN LEVEE
DISTRICT TO ST BERNARD PARISH GOVERNMENT**

WHEREAS, pursuant to La. R.S. 38:330.1, the Southeast Louisiana Flood Protection Authority-East ("the Flood Protection Authority") through its Board of Commissioners, exercises authority over and has management, oversight, and control of the Lake Borgne Basin Levee District; and

WHEREAS, the Flood Protection Authority is authorized under La. R.S. 38:281 et seq., La. R.S. 38:301, La. R.S. 38:327, and La. Constitution Art. VI, Part III to provide for the construction and maintenance of levees, levee drainage, flood protection, and hurricane flood protection within the territorial jurisdiction of the Flood Protection Authority and each of its constituent levee districts; and

WHEREAS, in addition to these prescribed statutory responsibilities, the Flood Protection Authority and Lake Borgne Basin Levee District at present also operates interior drainage pumps and maintains drainage canals in St. Bernard Parish; and

WHEREAS, pursuant to La. R.S. 38:330.2, the Flood Protection Authority is permitted to divest responsibility for internal drainage or pumping responsibilities that would otherwise fall to the parish governing authority, and in accordance therewith, by resolution dated June 14, 2018, and numbered 06-14-18-04, the Flood Protection Authority Board of Commissioners resolved to divest internal drainage and pumping; and after multiple delays of unilateral divestiture, negotiations between the Flood Protection Authority and St. Bernard Parish Government, facilitated by the Coastal Protection and Restoration Authority (CPRA), ultimately resulted in an agreement to terms of transfer on or about July 2, 2019; and

WHEREAS, the Flood Protection Authority, by Resolution No. 07-18-19-07 adopted on July 18, 2019, and the St. Bernard Parish Council, by Resolution SBPC #1966-08-19 adopted on August 6, 2019, each approved the terms of permanent, voluntary transfer of all interior drainage and pumping functions from Lake Borgne Basin Levee District to St. Bernard Parish Government, to be effective January 1, 2020; and

WHEREAS, thereafter, on or about November 18, 2019, St. Bernard Parish Government informed the Flood Protection Authority that the parish government would not effectuate the transfer on January 1, 2020, and demanded an extension of the effective date of transfer to June 1, 2020, with transfer on that date further premised on St. Bernard Parish's passage of a tax millage to renew or replace the expiring 2020 millage on the May 2020 ballot, and thereafter, on January 16, 2020, the Board authorized litigation to enforce the agreement to transfer drainage and pumping responsibilities in St. Bernard Parish to St. Bernard Parish Government on the terms agreed upon; and

WHEREAS, on April 24, 2021, a tax millage to replace the expiring millage was passed in St. Bernard Parish, providing the necessary source of funding for assumption of the pumps and drainage functions operated by Lake Borgne Basin Levee District, and the Flood Protection Authority and St. Bernard Parish Government subsequently renewed negotiation of terms for the transfer of pumps and drainage functions; and

WHEREAS, negotiation has resulted in agreement to the following general terms for transfer of all interior drainage and pumping responsibilities from the Lake Borgne Basin Levee District to St. Bernard Parish Government, subject to the approval of the Board and the St. Bernard Parish Council:

- i. The Flood Protection Authority will pay \$3.5 million to St. Bernard Parish Government upon the signing of the Intergovernmental Agreement to transfer responsibility for interior drainage and pumps from Lake Borgne Basin Levee District to St. Bernard Parish Government;
- ii. The Flood Protection Authority will also provide the amount remaining of the expiring 2020 millage collections of \$1.75 million, minus expenses from January 1, 2021 to June 30, 2021;
- iii. The Flood Protection Authority, having previously secured a commitment from CPRA for funding up to \$4 million for pump station repairs and rehabilitation, memorialized in an August 1, 2020 IGA with CPRA, will agree to act as a pass through entity for St. Bernard Parish government to obtain reimbursement for in progress or proposed pump station repair and rehabilitation projects approved by CPRA, with SBPG bearing all liability and holding the Flood Protection Authority harmless for any and all liability pertaining to bidding, design, and construction phases for project work that they undertake for which reimbursement from CPRA will be sought

BE IT HEREBY RESOLVED, that the Southeast Louisiana Flood Protection Authority-East authorizes the transfer of drainage and pumping responsibilities in St. Bernard Parish to St. Bernard Parish Government on the terms detailed herein; and

BE IT FURTHER RESOLVED, that upon the signing of the agreement to transfer all drainage and pumping operations to St. Bernard Parish Government, St. Bernard Parish Government and the Flood Protection Authority, will each promptly move to dismiss, with prejudice, all litigation now pending in the 34th Judicial District Court and Orleans Parish Civil District Court in which they are the party plaintiff in cases relating to the operation, maintenance, or divestiture of pumps and drainage in St. Bernard Parish. These cases include:

1. "*St. Bernard Parish Government v. Lake Borgne Basin Levee District, et al*", 34th Judicial District Court, Division E, Parish of St. Bernard, Civil Action No. 18-0865
2. "*St. Bernard Parish Government versus Lake Borgne Basin Levee District, et al*", 34th Judicial District Court, Parish of St. Bernard, Division C, Civil Action No. 18-1065

3. "*St. Bernard Parish Government versus Lake Borgne Basin Levee District, et al*", 34th Judicial District Court, Parish of St. Bernard, Division A, Civil Action No. 18-1066
4. "*St. Bernard Parish Government versus Lake Borgne Basin Levee District, et al*", 34th Judicial District Court, Parish of St. Bernard, Division A, Civil Action No. 19-0937
5. "*Southeast Louisiana Flood Protection Authority – East v. St. Bernard Parish Government et al*", Division D, Sec. 12, Civil District Court for the Parish of Orleans, Docket No. 2020-02645

BE IT FURTHER RESOLVED, that the full and permanent transfer of all drainage and pumping operations in St. Bernard Parish, including the transfer of ownership and/or interest in all immovable property, property access rights, physical facilities, equipment, and any necessary arrangements for the disposition of personnel, will be completed before July 1, 2021.

BE IT FINALLY RESOLVED, that the Regional Director of the Southeast Louisiana Flood Protection Authority-East is authorized to execute any and all documentation necessary to effectuate the transfer of all drainage and pumping operations in St. Bernard Parish and the agreements attendant thereto relating to personnel, property, and equipment.

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

YEAS: Mr. Arrigo, Mr. Cosse, Mr. Hassinger, Mr. Joanen, Mr. Morgan,

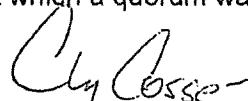
Mr. Noel and Mr. Weysham

NAYS: None

ABSENT: Mr. Latiolais

This resolution was declared adopted this 17th day of June, 2021.

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 June 17, 2021, held in New Orleans, LA, at which a quorum was present.



Clay A. Cosse
Secretary



St. Bernard Parish Council

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#20

Kerri Callais
*Councilmember
at Large*

Richard "Richie" Lewis
*Councilmember
at Large*

Gillis McCloskey
*Councilmember
District A*

Joshua "Josh" Moran
*Councilmember
District B*

Howard Luna
*Councilmember
District C*

Wanda Alcon
*Councilmember
District D*

Fred Everhardt, Jr.
*Councilmember
District E*

Roxanne Adams
Clerk of Council

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 15, 2021 AT THREE O'CLOCK P.M.

On motion of Mr. Everhardt, seconded by Ms. Callais, it was moved to adopt the following resolution.

RESOLUTION SBPC #2144-06-21

A RESOLUTION TO ADOPT AN AGREEMENT TO TERMS OF PERMANENT TRANSFER OF ALL INTERIOR DRAINAGE AND PUMPING FUNCTIONS FOR THE LAKE BORGNE BASIN LEVEE DISTRICT FROM THE SOUTHEAST LOUISIANA FLOOD PROTECTION AUTHORITY – EAST TO ST. BERNARD PARISH GOVERNMENT.

WHEREAS, pursuant to La. R.S. 38:330.1, the Southeast Louisiana Flood Protection Authority – East ("SLFPAE"), through its Board of Commissioners, exercises authority over and has management, oversight, and control of the Lake Board Basin Levee District ("LBBLD"); and,

WHEREAS, SLFPAE through/and LBBLD operate and maintain certain drainage channels (the "Canals") and certain interior drainage pumps (the "Pump Stations") in St. Bernard Parish, and own certain movable and immovable property necessary and useful for these purposes; and,

WHEREAS, St. Bernard Parish Government ("SBPG") operates and maintains certain other drainage channels and drainage facilities in St. Bernard Parish; and,

WHEREAS, pursuant to La. R.S. 33:1236(13), SBPG's responsibilities and authority include constructing and maintaining drainage, drainage ditches, and drainage canals; constructing works and doing all things necessary to effect proper drainage; acquiring property and property rights and expending public funds for such purposes; levying taxes for such purposes; and performing all other acts necessary to fully drain all the land in St. Bernard Parish and to maintain such drainage when established; and,

WHEREAS, SLFPAE and LBBLD desire to transfer all of their interior drainage and pumping responsibilities in St. Bernard Parish to SBPG, along with movable and immovable property necessary and useful to that purpose, while reserving such property and property rights as are necessary and useful to



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at Large*

Richard "Richie" Lewis
*Councilmember
at Large*

Gillis McCloskey
*Councilmember
District A*

Joshua "Josh" Moran
*Councilmember
District B*

Howard Luna
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District C*

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District D*

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*Councilmember
District E*

Roxanne Adams
Clerk of Council

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Extract #20 continued
June 15, 2021

performing their primary responsibility of operating and maintaining the perimeter flood defense system surrounding St. Bernard Parish; and,

WHEREAS, there is a public purpose and substantial benefit to SBPG for agreeing to said transfer, and SBPG reasonably expects to receive benefit or value from said transfer that is equivalent to or greater than any consideration it will provide for said transfer; and,

WHEREAS, pursuant to La. Const. Art. VII, Section 14(C) and La. R.S. 33:1324, parishes and political subdivisions of the State may make agreements between themselves, including for the transfer of responsibilities and movable and immovable property, for drainage and other specified public purposes; and,

WHEREAS, SBPG has agreed to the following general terms for transfer of all interior drainage and pumping responsibilities from SLFPAE/LBBLD to SBPG:

- I. SLFPAE and LBBLD shall assign and transfer to SBPG the following drainage canals, subject to such reservations necessary for SLFPAE and LBBLD to continue the operation and maintenance of the perimeter flood defense system:
 - a. West Railroad Ditch;
 - b. East Railroad Ditch;
 - c. Eickes Canal;
 - d. Eickes Canal Extension;
 - e. Guerenger Canal;
 - f. Fortification Canal;
 - g. Chalmette Vista Canal;
 - h. Guichard Canal;
 - i. Blue Bird Lateral Canal and Blue Bird Lateral Canal Extension;
 - j. Florida Walk Canal;
 - k. Forty Arpent Canal;
 - l. De La Ronde Canal;
 - m. Water Works Ditch;
 - n. Corinne Canal;
 - o. Kierr Canal;
 - p. Meraux Canal;
 - q. DeBouchel Canal;
 - r. Lower Docville Canal;
 - s. Violet Ditch;
 - t. Intercepting Canal; and
 - u. Green Avenue Ditch;



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Extract #20 continued
June 15, 2021

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- II. SLFPAE and LBBLD shall assign and transfer to SBPG the following pump stations including their buildings, constructions, improvements, fixtures, and appurtenances, but excluding certain property and reserving certain rights necessary for the exercise of SLFPAE's and LBBLD's continuing duty to operate and maintain the perimeter flood defense system:
 - a. Pump Station No. 1, municipal address 4200-B Jean Lafitte Parkway, Chalmette, LA 70043;
 - b. Pump Station No. 2, municipal address 4201 Jean Lafitte Parkway, Chalmette, LA 70043;
 - c. Pump Station No. 3, municipal address 3700 Bartolo St., Meraux, LA 70075;
 - d. Pump Station No. 4, municipal address 3200 Guerra Dr., Violet, LA 70092;
 - e. Pump Station No. 5, municipal address 7701 E. Judge Perez Dr., Violet, LA 70092;
 - f. Pump Station No. 6, municipal address 4200-A Jean Lafitte Parkway, Chalmette, LA 70043;
 - g. Pump Station No. 7, municipal address 3701 Bartolo St., Meraux, LA 70075; and
 - h. Pump Station No. 8, municipal address 3616 Bayou Road, St. Bernard, LA 70085;
- III. SLFPAE and LBBLD shall assign and transfer to SBPG certain movable equipment and vehicles including but not limited to track loaders, skid steers, backhoes, cutters, trucks, mowers, tractors, excavators, air compressors, and vehicles necessary and useful for interior drainage and pumping operations in St. Bernard Parish;
- IV. Concurrent with the final closing of the contract, SLFPAE shall transfer funds totaling \$4.75 million dollars to SBPG.

NOW THEREFORE BE IT RESOLVED, that the St. Bernard Parish Council authorizes the transfer of drainage and pumping responsibilities in St. Bernard Parish to St. Bernard Parish Government on the terms the Coastal Protection and Restoration Authority ("CPRA") has proposed and to which the SLFPAE and LBBLD have agreed to in principle; and

BE IT FURTHER RESOLVED, that the full and permanent transfer of all drainage and pumping operations in St. Bernard Parish, including the transfer of ownership and/or interest in all immovable property, property access rights, physical



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Extract #20 continued
June 15, 2021

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facilities, equipment, and any necessary arrangements for the disposition of personnel, will be completed on or before June 30, 2021; and

BE IT FURTHER RESOLVED, that the Parish President of St. Bernard Parish is authorized to execute any and all documentation necessary to effectuate the transfer of all drainage and pumping operations in St. Bernard Parish.

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

YEAS: Moran, Luna, Alcon, Everhardt, Callais

NAYS: None

ABSENT: None

DID NOT VOTE: McCloskey

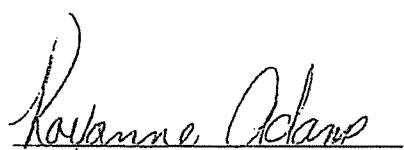
The Council Chair, Mr. Lewis, cast his vote as YEA.

And the motion was declared adopted on the 15th day of June, 2021.

CERTIFICATE

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of a motion adopted at a Special Meeting of the Council of the Parish of St. Bernard, held at Chalmette, Louisiana, on Tuesday, June 15, 2021.

Witness my hand and the seal
of the Parish of St. Bernard on
the 15th day of July, 2021.


ROXANNE ADAMS
CLERK OF COUNCIL