



# *St. Bernard Parish Council*

8201 West Judge Perez Drive    Chalmette, Louisiana, 70043  
(504) 278-4228    Fax (504) 278-4209  
[www.sbpj.net](http://www.sbpj.net)

**#18**

**Kerri Callais**  
*Councilmember  
at Large*

**Richard "Richie" Lewis**  
*Councilmember  
at Large*

**Gillis McCloskey**  
*Councilmember  
District A*

**Nathan Gorbaty**  
*Councilmember  
District B*

**Howard Luna**  
*Councilmember  
District C*

**Wanda Alcon**  
*Councilmember  
District D*

**Manuel "Monty"  
Montelongo III**  
*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, SEPTEMBER 19, 2017 AT THREE O'CLOCK P.M.

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

## **RESOLUTION SBPC #1761-09-17**

A RESOLUTION SUPPORTING THE PARISH PRESIDENT TO SIGN A COOPERATIVE ENDEAVOR AGREEMENT WITH THE SOUTHEAST LOUISIANA FLOOD PROTECTION AUTHORITY-EAST ON BEHALF OF THE LAKE BORGNE BASIN LEVEE DISTRICT TO ASSIST IN THE FIRST PHASE OF THE REALIGNMENT AND CONSTRUCTION OF A NEW PORTION OF LEVEE ALONG THE VIOLET CANAL.

**WHEREAS**, The Southeast Louisiana Flood Protection Authority-East ("SLFPAE") on Behalf of the Lake Borgne Basin Levee District ("LBBLD") requires St. Bernard Parish Government's assistance in completing the first phase of the realignment and construction of a new portion of levee along the Violet Canal in an expedited timeframe,

**WHEREAS**, it is in the best interest of the citizens of St. Bernard and Louisiana to have this important levee/flood protection project completed expeditiously,

**WHEREAS**, the St. Bernard Parish Council decrees the attached Exhibit "A" is a proper and fair Cooperative Endeavor Agreement.

**NOW THEREFORE, BE IT RESOLVED**, that the St. Bernard Parish Council, the governing authority of St. Bernard Parish, does hereby support the efforts of the Parish President in executing the Cooperative Endeavor Agreement with the Southeast Louisiana Flood Protection Authority-East ("SLFPAE") on Behalf of the Lake Borgne Basin Levee District ("LBBLD") , which is attached as Exhibit "A".



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Extract #18 continued  
September 19, 2017

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

**YEAS:** McCloskey, Gorbaty, Luna, Alcon, Montelongo, Callais

**NAYS:** None

**ABSENT:** None

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

And the motion was declared **adopted** on the 19<sup>th</sup> day of September, 2017.

## 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, September 19, 2017.

Witness my hand and the seal  
of the Parish of St. Bernard on  
this 19<sup>th</sup> day of September, 2017.

ROXANNE ADAMS  
CLERK OF COUNCIL

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

This agreement is made and entered into on the dates hereinafter written by and between SOUTHEAST LOUISIANA FLOOD PROTECTION AUTHORITY-EAST on behalf of the LAKE BORGNE BASIN LEVEE DISTRICT (SLFPAE), a political subdivision of the State of Louisiana, herein represented by its Director of Engineering and Operations, Robert A. Turner (hereinafter referred to as "District"), duly authorized to act by virtue of Resolution No. 07-20-17-08 of the Board of Commissioners of the Southeast Louisiana Flood Protection Authority-East, adopted on the 20<sup>th</sup> day of July, 2017; and THE PARISH OF ST. BERNARD, a political subdivision of the State of Louisiana, herein represented by its President, Guy S. McInnis, (hereinafter referred to as "Parish"), duly authorized to act by virtue of Resolution No. \_\_\_\_\_ of the Council of the Parish of St. Bernard adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

WHEREAS, Art VII, Sec 14(C) of the Louisiana Constitution of 1974 provides 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 other private association, corporation or individuals; and

WHEREAS, SLFPAE & LBBLD are currently improving flood protection by the re-alignment and construction of a new portion of levee along the Violet Canal in St. Bernard Parish ("the Project");

WHEREAS, in an effort to complete the 1<sup>st</sup> phase of this project in an expedited timeframe the construction will be done "in house" utilizing both SLFPAE/LBBLD and PARISH



personnel and equipment;

NOW THEREFORE, the parties hereto agree as follows:

1. The PARISH and SLFPAE/LBBLD will work together to perform construction of the 1<sup>st</sup> phase of construction, which will include: demolition of existing concrete, excavation, hauling off of debris, hauling of embankment to the site, and placement and compaction of material at the site.
2. The SLFPAE/LBBLD agrees that it will reimburse the PARISH for the use of any equipment as well as the cost for PARISH employees utilized during construction, pursuant to the schedule attached hereto as Exhibit "A."
3. 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 SLFPAE:

Robert A. Turner, P.E., Director of Engineering & Operations  
6920 Franklin Avenue  
New Orleans, LA 70122

If to the Parish of St. Bernard:

Guy McInnis, President  
St. Bernard Parish  
St. Bernard Parish Government Complex  
8201 W. Judge Perez Drive  
Chalmette, LA 70043

4. This Agreement shall constitute the entire agreement between the parties. All prior oral representation not included in the provisions of Agreement are null and void. The parties agree that any amendment to this Agreement must be in writing and executed by the duly authorized representatives of all parties.
5. It shall be the duty of every SLFPAE/LBBLD and PARISH officer, employee, department,

agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the SLFPAE/LBBLD and PARISH, and the duty of every applicant for certification of eligibility for a SLFPAE/LBBLD and PARISH contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to this chapter. By signing this document, every corporation, partnership, or person contracting with the SLFPAE/LBBLD and PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a SLFPAE/LBBLD and PARISH contract, and every application for certification of eligibility for a SLFPAE/LBBLD and PARISH contract or program attests that it understands and will abide by this paragraph

6. SLFPAE and LBBLD shall indemnify and hold harmless PARISH against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any person, firm or organization for loss of life or injury or damages to person or property, to the extent caused by the negligent acts, errors, and/or omissions by SLFPAE or LBBLD, its agents, servants, contractors or employees, while engaged upon or in connection with the work required to be performed by SLFPAE or LBBLD under this Agreement.
7. PARISH shall indemnify and hold harmless SLFPAE and LBBLD against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any person, firm or organization for loss of life or injury or damages to person or property, to the extent caused by the negligent acts, errors, and/or omissions by PARISH, its agents, servants, contractors or employees, while engaged upon or in connection with the work required to be performed by PARISH under this Agreement.

IN WITNESS WHEREOF, the parties have formalized this Agreement and executed it on the day,  
month and year written below their respective signatures.

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

SOUTHEAST LOUISIANA FLOOD  
PROTECTION AUTHORITY EAST

By: \_\_\_\_\_  
Director of Engineering & Operations

Dated: \_\_\_\_\_

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

PARISH OF ST. BERNARD

By: \_\_\_\_\_  
Guy McInnis, President

Dated: \_\_\_\_\_

# Exhibit A

## St. Bernard Parish Government

### Rates

Employee	Position	Hourly Rate	Benefit Hourly Rate	Total Rate
Alfred Hutchinson, Sr.	Equipment Operator IV	\$21.97	10.97	\$32.94
Alfred Hutchinson, Jr.	Equipment Operator I	\$11.98	6.78	\$18.76
Stephen LeRouge	Maintenance Supervisor	\$23.79	12.53	\$36.32
Nicholas Licciardi	Journeyman Electrician	\$11.98	6.78	\$18.76

Contractor		Hourly Rate
Louis Pomes	Project Management	\$75.00

Materials	Rate
30/40 Yard Roll Containers	\$330.00 per container, per pull empty/pull when 100% full
Tipping Fee Rate	\$36.58 per ton subject to change with CPI increase