

COOPERATIVE ENDEAVOR AGREEMENT
between the
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
STATE OF LOUISIANA
and
ST. JOHN THE BAPTIST PARISH
EDGARD/RESERVE FERRY OPERATIONS

This **COOPERATIVE ENDEAVOR AGREEMENT** ("Agreement"), for the public purposes hereinafter declared, is made and entered into this 9th day of October, 2013, by and between:

- a) **The Department of Transportation and Development, State of Louisiana**, hereinafter "DOTD", represented herein by its **Secretary, Sherri LeBas, P.E.**; and
- b) **St. John the Baptist Parish**, hereinafter "Parish", represented herein by its duly authorized representative, **Natalie Robottom, Parish President**.

WITNESSETH:

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana, provides that: "For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual.";

WHEREAS, as of July 31, 2013, the DOTD ferry operations for the Edgard/Reserve service, hereinafter "ferry operations" ceased;

WHEREAS, after July 31, 2013, DOTD will still own the vessels used in the ferry operations and will continue to own and maintain said vessels as support, substitute vessels for DOTD's remaining ferry services; and

WHEREAS, the Parish will attempt to secure Community Development Block Grant (CDBG) program funds to operate the ferry service; and

WHEREAS, the parties hereto wish to cooperate for the purposes of: a) upkeep and maintenance of standby ferries; and b) maintaining ferry service; and

WHEREAS, the Project constitutes a public purpose within the meaning of Article VII, Section 14(C) of the Constitution of the State of Louisiana:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I
SCOPE AND PURPOSE

1.1 The Recitals set forth above are hereby incorporated herein and expressly made a part of this Agreement.

1.2 DOTD desires to enter in to an agreement for the maintenance of a ferry vessel and landing barges, at no cost to DOTD. Parish desires to use the ferry vessel and landing barges for the ferry operations.

ARTICLE II
RESPONSIBILITIES OF DOTD

2.1 Upon execution of this Agreement, DOTD will provide the vessel and landing barges as identified in Article 2.2, under the conditions herein to Parish for assuming all responsibility of the ferry operations.

2.2 DOTD will provide the following one (1) ferry vessel and two (2) landing barges for use by Parish for the ferry operations:

- M/V New Roads Ferry Boat
1976 vessel, 60' W by 150' L

- Barge 305-068
1994 Landing Barge, 40' W by 130' L

- Barge 305-069
1994 Landing Barge, 40' W by 130' L

2.3 DOTD will maintain ownership of the vessel and landing barges. DOTD will obtain Wet Marine Hull & Protection and Indemnity coverage on the vessel and barges identified in Article 2.2 through the Division of Administration Office of Risk Management.

2.4 Should the ferry vessel become inoperable, DOTD may provide to Parish, if available, a comparable ferry vessel as a temporary replacement to assist Parish in continuation of ferry operations. All responsibilities of Parish under this Agreement apply to a replacement ferry vessel. DOTD shall maintain the right to demand use of the vessel identified in Article 2.2 for supplement to its ferry service.

2.5 DOTD shall be responsible for initial delivery of the vessel and landing barges at no cost to Parish. Parish shall be responsible for any subsequent cost of delivery of vessel or replacement vessels. DOTD will provide Parish with forty-eight (48) hours notice to exercise DOTD's right to demand use of the vessel identified in Article 2.2. If DOTD exercises its right to use the vessel identified in Article 2.2, DOTD will provide a replacement vessel for Parish to use during the duration.

ARTICLE III
RESPONSIBILITIES OF PARISH

- 3.1** Upon execution of this agreement, Parish shall assume all responsibility for the ferry operations as set forth herein.
- 3.2** Parish shall only use the vessel and landing barges for the ferry operations.
- 3.3** Parish shall bear the responsibility to obtain clarification of or resolve any ambiguity in this Agreement.
- 3.4** Parish shall be responsible for all maintenance and repair of the vessel and landing barges identified in Article 2.2 at Parish's cost.
- 3.5** Parish shall plan and implement a Maintenance Plan in accordance with the requirements of United States Coast Guard Inspection & Certification Requirements, per 46 CFR Subchapter H (Part 70 - 80), which shall have precedence over all other requirements. Parish shall also plan and implement a Landing Use Plan in accordance with the requirements of United States Coast Guard Maritime Security Requirements: Facilities, per 33 CFR Subchapter H (Part 104), which have precedence over all the other requirements.
- 3.6** Parish shall be responsible for acquiring all required insurances and indemnifications for the ferry operations at Parish's cost with the exception of Wet Marine Hull & Protection and Indemnity.
- 3.7** Parish shall plan and implement a Vessel and Facility Security Plan in accordance with the requirements of United States Coast Guard Maritime Security Requirements per 33 CFR Subchapter H (Part 104 and 105), which have precedence over all other requirements.
- 3.8** During the period that Parish engages in ferry operations, Parish shall be responsible for providing all maintenance, supplies, fuel and labor for the vessel and landing barges facilities at Parish's cost.
- 3.9** Parish accepts the vessel and landing barges in such condition as presented by DOTD and agrees to keep them in the condition and repair necessary for the satisfactory operation of the ferry services, in the sole discretion of the DOTD, during the term of the Agreement at Parish's expense. Parish agrees to return the vessel and landing barges to DOTD in the same condition at the expiration or termination of the Agreement, normal decay, wear and tear excepted.
- 3.10** Parish shall be responsible for the return delivery of the vessel and landing barges, and any replacement thereof, to a location specified by DOTD at no cost to DOTD.

ARTICLE IV
TERM AND TERMINATION

- 4.1 This Agreement shall commence on the date of execution.
- 4.2 Either party may terminate this Agreement for cause based on the failure of the other to comply with terms and conditions of the Agreement; provided that either party provide the other with thirty (30) days written notice.
- 4.3 Both parties may terminate this Agreement at any time without cause by giving 30 days written notice.

ARTICLES V
ASSIGNMENTS

- 5.1 Parish may not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the DOTD.

ARTICLE VI
AUDITS/RECORDS RETENTION

- 6.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of Parish and DOTD that relate to this Agreement.
- 6.2 Parish shall maintain all books and records, reports, and documentation pertaining to this Agreement for a period of five years after the date of termination or expiration of this Agreement. These records shall be made available in connection with an audit as described in Section 6.1 above and only to the extent necessary to satisfy the requirements of any such audit. Nothing in this Agreement shall be construed as a waiver by Parish of any privilege or defense to the production of or admissibility in any judicial proceeding of any document, statement, record, or communication unless such waiver is stated in express and unequivocal terms.

ARTICLE VII
FISCAL FUNDING AND APPROVAL CONTINGENCIES

- 7.1 The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of this Agreement by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement.
- 7.2 The continuation of this agreement is contingent upon Parish receiving CDBG program funds. If the CDBG funds are insufficient for the continuation of the ferry operations, Parish

may terminate the Agreement under Article IV or opt to continue under this Agreement with other Parish funding.

7.3 This Agreement is contingent on the approval of the Division of Administration, Office of Contractual Review (DOA/OCR). No transfers may be made or monies paid until such time as the Agreement has been reviewed and approved by the DOA/OCR.

ARTICLE XIII
HOLD HARMLESS AND INDEMNIFICATION

8.1 Parish shall indemnify and save harmless the DOTD against any and all claims, demands, suits and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from or by reason of, any intentional or negligent act or omission, operation or work of the Parish, their agents, servants or employees while engaged upon or in connection with the ferry operations performed by the Parish hereunder.

8.2 Parish shall defend any suits brought against the DOTD, and pay any judgments which may result from said suits as a result of the Parish's ferry operations under this Agreement.

ARTICLE IX
DISCRIMINATION CLAUSE

9.1 The parties hereto agree to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the Americans with Disabilities Act of 1990, as amended.

9.2 The parties hereto agree not to discriminate in employment practices, and shall render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

9.3 Any act of discrimination committed by any party to this agreement, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this Agreement.

9.4 Notwithstanding anything to the contrary contained herein, in the event of any conflict between any federal requirements and the other requirements of the Agreement, the federal requirements will prevail, take precedence, and be in force over and against any such conflicting provisions. The Federal Transit Administration's required contract clauses are attached and incorporated to this Agreement at Exhibit B – Federal Transit Administration's Required Contract Clauses.

ARTICLE X
SEVERABILITY

10.1 If any term, covenant, condition, or provisions of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent of the law.

ARTICLE XI
ENTIRE AGREEMENT/MODIFICATIONS

11.1 This Agreement, including any exhibits that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. Any modification or amendment of this Agreement shall be valid only when it has been reduced to writing, executed by both parties and approved by the DOA/OCR.

ARTICLE XII
CONTROLLING LAW

12.1 The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

ARTICLE XIII
LEGAL COMPLIANCE

13.1 The parties hereto shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, et seq.), in carrying out the provisions of this Agreement.

ARTICLE XIV
RELATIONSHIP BETWEEN THE PARTIES

14.1 Parish is engaged with the DOTD for the purposes set forth in this Agreement. The relationship between Parish and DOTD shall not be construed to be an employee, agent, partner of, or in joint venture with DOTD.

ARTICLE XV
OWNERSHIP OF DOCUMENTS AND ASSETS

15.1 After the termination or expiration of the Agreement, all improvements to vessel and landing barges as set forth in Article 2.2 shall become the property of the DOTD.

15.2 All records, reports, documents, and other material delivered to Parish by the DOTD shall remain the property of the DOTD, and shall be returned by Parish to DOTD, at the Parish's expense, at termination or expiration of this Agreement. All records, reports, documents, exhibits, or other material related to this Agreement and/or obtained or prepared by Parish in connection with the performance of the ferry operations shall become the property of DOTD, and shall, upon request, be returned by Parish to DOTD, at the Parish's expense, at the termination or expiration of this Agreement.

ARTICLE XVI
CLAIMS FOR LIENS

16.1 Parish shall hold the DOTD harmless from any and all claims for liens for labor, services, or material furnished to Parish in connection with its performance of its obligations under this Agreement.

ARTICLE XVII
COMPLIANCE WITH LAW

17.1 Parish shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinances, as shall all others employed it in carrying out the provisions of this Agreement.

ARTICLE XVIII
AUTHORIZED REPRESENTATIVES

18.1 Any notice or demand to be given by one party to the other will be given in writing by personal service, FedEx, DHL, United Parcel Services (UPS), the United States Postal Service (USPS), or any other similar form of courier or delivery service addressed to such party as follows:

Louisiana Department of Transportation and Development
ATTN: Rhett A. Desselle, P.E.
Assistant Secretary, Office of Operations
1201 Capitol Access Road
Baton Rouge, LA 70802-4438.

Parish of St. John the Baptist
ATTN: Natalie Robottom
Parish President
1801 W. Airline Hwy
LaPlace, LA 70068

18.2 Either party may change the authorized representative to whom and/or address at which such party desires to receive written notice by delivery of written notice of such change to the party as set forth herein. Any notice given under this Article XIV will be deemed to have been given, and will be effective, on delivery to the notice address then applicable for the party to which the notice is directed, provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated will not defeat or delay the giving of a notice.

ARTICLE XIX
WAIVER

19.1 The failure of DOTD to insist upon the performance of any of the options, covenants, agreements, or conditions herein in any one or more instances shall not be a waiver of the right thereafter to exercise said options or to insist upon full and complete performance of same or any other covenant.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year first written above.

WITNESSES:

Patrice Little
Cassidy Gray

WITNESSES:

Randy S. H.
Virgin

**DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
STATE OF LOUISIANA**

by: Phyllis A. Desautels
for Secretary

ST JOHN THE BAPTIST PARISH

by: Natalie Robottom
Parish President



ST. JOHN THE BAPTIST PARISH COUNCIL

1805 West Airline Hwy.
LaPlace, Louisiana 70068
Office 985-652-1702
Fax 985-652-1700

October 9th, 2013

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District II
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820 Garyville Northern
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Cell 985-379-6188.

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District VII
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Natalie Robottom, Parish President
ST. JOHN THE BAPTIST PARISH
1801 W. Airline Hwy.
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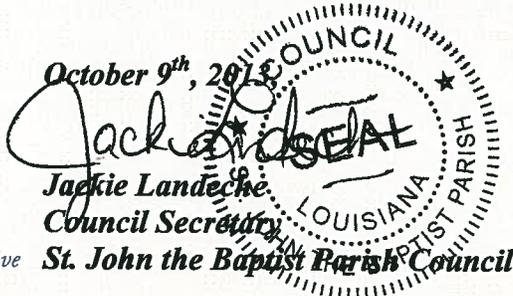
Dear Mrs. Robottom:

Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, October 8th, 2013.

“Councilman Smith moved and Councilman Gauff seconded the motion to grant administration authorization to enter into a Cooperative Endeavor Agreement with the Louisiana Department of Transportation and Development for maintenance and use of a ferry vessel and landing barges for Edgard/Reserve Ferry Operations. The motion passed with Councilman Wilson absent.”

CERTIFICATION

I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 8th day of October, 2013.

October 9th, 2013

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council