INTERGOVERNMENTAL AGREEMENT BETWEEN
TERREBONNE PARISH CONSOLIDATED GOVERNMENT,
AND THE TERREBONNE
LEVEE AND CONSERVATION DISTRICT
FOR THE SUZUE CANAL LEVEE EXTENSION PROJECT

This Intergovernmental Agreement is made and entered into this _____day of _____, 2016 between the following:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana ("TPCG"), represented herein by its duly authorized President, Gordon Dove; and

TERREBONNE LEVEE AND CONSERVATION DISTRICT, a political subdivision of the State of Louisiana ("TLCD"), represented herein by its duly authorized Executive Director, Reggie Dupre, Jr.;

WITNESSETH:

WHEREAS, LA R.S. 33:1324 also known as the Local Services Act, provides that any parish or political subdivision of the state may make agreements between or among themselves to engage jointly in the acquisition or improvement of any public project or improvement provided that at least one of the participants to the agreement is authorized under a provision of law to perform such activity for completion of the undertaking; and

WHEREAS, LA R.S. 38:329 and 33:1236 specifically authorizes TLCD and TPCG to enter into agreements of this nature; and

WHEREAS, TLCD has been granted by the Louisiana Legislature certain rights, powers, and duties, including but not limited to establishing, constructing, operating, or maintaining flood control works, as they relate to hurricane protection, tidewater flooding, saltwater intrusion, and conservation, in addition to all other rights, powers and duties provided by law; and

WHEREAS, the TPCG has been granted by the Louisiana Legislature certain, rights, powers, and duties to establish, construct, operate, and maintain flood control works,

WHEREAS, on certain levee, drainage and flood protection projects TPCG works directly and cooperatively with the TLCD on projects that are of mutual benefit, and overlap each agency's authority in an effort to provide additional flood protection to the residents of Terrebonne Parish; and

WHEREAS, in furtherance of these mutual goals, TPCG has requested that TLCD assist in providing land rights acquisitions concerning the SUZUE CANAL LEVEE EXTENSION PROJECT; and

WHEREAS, the proposed site of the SUZUE CANAL LEVEE EXTENSION PROJECT is located upon riparian land, and said project will serve to prevent flooding from Bayou Grand Caillou; and

WHEREAS, TLCD is authorized by Louisiana Civil Code Article 665 and La. R.S. 38:301 *et seq.* and all other applicable Louisiana Laws, to appropriate a permanent levee servitude over riparian properties for purposes of construction and/or maintenance of flood control works and/or levees, levee drainage, and those matters incidental thereto, including any mitigation associated with said project; and

WHEREAS, TLCD and TPCG recognize the public purpose of providing flood protection to the residents of Terrebonne Parish; and

WHEREAS, TLCD and TPCG desire to enter into this intergovernmental agreement in order to expeditiously assist in their shared mission of establishing additional flood risk reduction for the residents of Terrebonne Parish; and

NOW THEREFORE, in consideration of the mutual covenants of both parties, the additional flood risk reduction and the mutual benefits to be derived by both parties and the residents of Terrebonne Parish, the parties hereto agree as follows:

A. PROJECT IDENTITY

This intergovernmental agreement shall outline the standard terms, concepts, and requirements associated with TLCD providing assistance to TPCG for the SUZUE CANAL LEVEE EXTENSION PROJECT through utilizing its authority of appropriation for necessary land rights for said project.

B. TERMS AND CONDITIONS

1.

It is agreed that TLCD's involvement in the SUZUE CANAL LEVEE EXTENSION PROJECT is to assist and facilitate TPCG, in expeditiously proceeding with the SUZUE CANAL LEVEE EXTENSION PROJECT, by utilizing TLCD's statutory land rights acquisition authority in accordance with Louisiana Civil Code article 665 and LARS 38:301, et, seq., and all other applicable Louisiana Laws, to appropriate a permanent levee servitude over riparian properties for purposes of construction and/or maintenance of flood control works and/or levees, levee drainage, and those matters incidental thereto, including any mitigation associated with the SUZUE CANAL LEVEE EXTENSION PROJECT. It is expressly agreed that no cost, damages, liability, or expenses shall be borne by TLCD, its officers, agents, servants, attorneys, employees, and volunteers as a result of participating in the SUZUE CANAL LEVEE EXTENSION PROJECT. Any such cost, damages, liability or expenses incurred by TLCD shall promptly be fully reimbursed by TPCG.

2.

It is specifically agreed by and between the parties hereto that TLCD makes no warranty or warranties with regards to TLCD's use of its appropriation authority, and any and all obligations, cost, expenses, damages, liability or responsibilities resulting therefrom or connected thereto are to be borne solely by TPCG.

3.

As soon as reasonably available, TPCG shall provide to TLCD a list of landowners affected by the SUZUE CANAL LEVEE EXTENSION PROJECT - which list of landowners will be used by TLCD in providing legal notice of the adoption of the appropriation Resolution to appropriate the necessary land rights for the SUZUE CANAL LEVEE EXTENSION PROJECT.

4.

Upon request by TPCG, TLCD shall assign all land rights acquired under the terms of this agreement to TPCG.

5.

The participation by TLCD in the SUZUE CANAL LEVEE EXTENSION PROJECT shall in no way be construed to make the TLCD a party to any contract between the TPCG and its contractors or subcontractors or between TPCG and any third party.

C. INDEMNIFICATION

TPCG agrees to fully protect, defend, indemnify, save, and hold harmless the TLCD, its officers, agents, servants, contractors, attorneys, and volunteers from and against any liability, responsibility, cost, expenses, and damages, including attorneys fees, incurred, and from all obligations assumed or incurred by TLCD in connection with or in any way related to the SUZUE CANAL LEVEE EXTENSION PROJECT, including but not limited to those arising out of or resulting from the joint, sole, or concurrent negligence of TLCD, its officers, agents, servants, contractors, attorneys, employees, and volunteers.

D. INSURANCE

TPCG shall procure and maintain, for the duration of this agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with TPCG obligations as set forth in this agreement.

E. COMPLIANCE WITH LAWS

The parties hereto and their employees, contractors and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this agreement.

F. CHOICE OF LAW

This agreement shall be governed by Louisiana law and the provisions of this agreement shall be enforced and brought in the Thirty-second Judicial District Court, Terrebonne Parish, Louisiana.

G. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

H. AMENDMENT

No amendment to this agreement shall be effective unless it is in writing, signed by the duly authorized representatives of all parties.

I. NO WAIVER

The failure of TPCG or TLCD to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this Agreement.

J. CAPTIONS

The captions to the various clauses of this agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this agreement.

K. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the respective parties hereto, their successors and assigns.

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IN WITNESS WHEREOF, the parties hereto have affixed legal hands on the _____ day of _____, 2016.

WITNESS:

_____

_____

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

BY: _____
Gordon Dove
PARISH PRESIDENT

IN WITNESS WHEREOF, the parties hereto have affixed legal hands on the _____ day of _____, 2016.

WITNESS:

_____

_____

TERREBONNE LEVEE AND CONSERVATION DISTRICT

BY: _____
Reggie Dupre, Jr.
Executive Director