

ORDINANCE NO. 22-

The following Ordinance was offered by Commissioner Rousselle who moved its adoption:

1 An Ordinance authorizing Sandy Sanders, Executive Director of the Plaquemines
2 Port, Harbor and Terminal District, to purchase land owned by Brian and Vanessa
3 Fisher (the Fishers); and otherwise to provide with respect thereto.
4

5 WHEREAS, through negotiations with the Fishers, a recommendation is being made to approve
6 the acquisition of property owned by the Fishers, contiguous to property currently owned by
7 Plaquemines Port, Harbor and Terminal District; and
8

9 WHEREAS, the property has been appraised, and the fair market value has been calculated to be
10 \$ 392,000; and
11

12 WHEREAS, the negotiations between the Fishers and the Port recognize a total purchase price of
13 said property for \$ 392,000 (three hundred ninety-two thousand) for Lot 8, Pointe Celeste Farms
14 S/D, currently owned by Brian and Vanessa Fisher;
15

16 NOW, THEREFORE:

17
18 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE
19 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR AND TERMINAL
20 DISTRICT THAT:
21

SECTION 1

22
23
24 It hereby authorizes and directs Maynard Sanders, Executive Director of the Plaquemines Port,
25 Harbor and Terminal District, to acquire the land owned by Brian and Vanessa Fisher, more fully
26 described by the legal description attached hereto as Exhibit "A."
27

SECTION 2

28
29
30 The acquisition shall be for a purchase price of \$ 392,000 (three-hundred ninety-two thousand
31 dollars) plus closing cost for the transfer of ownership of the land at Lot 8 Pointe Celeste Farms
32 S/D, currently owned by Brian and Vanessa Fisher, to the Plaquemines Port, Harbor and
33 Terminal District.
34

SECTION 3

35
36
37 The Secretary of this Council is hereby authorized and directed to immediately certify and
38 release this Ordinance and that Port employees and officials are authorized to carry out the
39 purposes of this Ordinance, both without further reading and approval by the Plaquemines Parish
40 Council.

Exhibit A

Legal Description:

Lot 8, Pointe Celeste Farms Subdivision, Parish of Plaquemines. 200' front on Miss River X 890' 200' on HWY 23 X 900'.

SITE DIMENSIONS:

Lot 8: 200.00 feet front on Mississippi River by a depth of 890.0 feet by 200 feet on Highway 23 by a depth of 900 feet.

SITE AREA:

4.10 acres

RESOLUTION NO. 22-

The following Resolution was offered by Commissioner Rousselle who moved for its adoption:

1 A Resolution authorizing Maynard J. “Sandy” Sanders, Executive Director of the
2 Plaquemines Port, Harbor & Terminal District to execute an agreement with
3 Evalve IQ, LLC; and otherwise to provide with respect thereto.
4

5 WHEREAS, the Plaquemines Port, Harbor & Terminal District (the “Port”) has a need for port
6 improvements; and
7

8 WHEREAS, the Port has a need for a vulnerability assessment, cyber security and respond plan
9 review; and
10

11 WHEREAS, the Port has applied for Port Cyber Security grants funds to apply for said
12 assessment needs;
13

14 NOW, THEREFORE:

15
16 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE
17 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR & TERMINAL
18 DISTRICT THAT it hereby authorizes Maynard J. “Sandy” Sanders, Executive Director of the
19 Plaquemines Port, Harbor & Terminal District, to execute an agreement with Evalve IQ, LLC for
20 Cyber Security Assessment and Network Vulnerability Assessment.
21

22 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE
23 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR & TERMINAL
24 DISTRICT THAT the Secretary of this Council is hereby authorized and directed to immediately
25 certify and release this Resolution and that Port employees and officials are authorized to carry
26 out the purposes of this Resolution, both without further reading and approval by the
27 Plaquemines Parish Council.

55 that would have been due within the fiscal year in which the contract was terminated shall
56 be pro-rated based upon the number of days into the fiscal year as of the effective date of
57 the termination.

- 58 • The adoption of the Operating Budget of the Port that fails to appropriate funding available
59 for the contract or the explicit exclusion of the contract from the Budget shall effect a
60 termination of the contract without the requirement the written notice otherwise required
61 for the termination of the contract. The contract will terminate on at the end of the last day
62 of the fiscal year for which funding was Budgeted, except as otherwise provided herein.
- 63 • The adoption of an amendment to the Operating Budget of the Port that removes the
64 funding available for the Contract or provides for the explicit exclusion of the contract from
65 the Budget, shall effect a termination of the contract without the requirement the written
66 notice otherwise required for the termination of the contract. The contract will terminate
67 upon the effective date of the amendment. The compensation provided for herein that
68 would have been due within the fiscal year in which the contract was terminated shall be
69 pro-rated based upon the number of days into the fiscal year as of the effective date of the
70 termination.

71

72 SECTION 3

73

74 It shall be the policy of the Port that all signed contracts are sent to the Council Secretary's Office
75 within two weeks of execution.

76

77 SECTION 4

78

79 The Secretary of this Council is hereby authorized and directed to immediately certify and release
80 this Ordinance and that Parish employees and officials are authorized to carry out the purposes of
81 this Ordinance, both without further reading and approval by the Plaquemines Parish Council.

82

RESOLUTION NO. 22-

The following Resolution was offered by Commissioner Rousselle who moved for its adoption:

1 A Resolution authorizing Maynard J. “Sandy” Sanders, Executive Director of the
2 Plaquemines Port, Harbor & Terminal District, to execute a reimbursement
3 agreement with LA DOTD; and otherwise to provide with respect thereto.
4

5 WHEREAS, the Plaquemines Port, Harbor & Terminal District (the “Port”) has a need for port
6 improvements; and
7

8 WHEREAS, the Port has reviewed the application for Alliance Water Booster Station and Feed
9 Lines Upgrades and agrees with said agreement; and
10

11 WHEREAS, the Port is a political body duly organized and existing under the laws of the State
12 of Louisiana and is eligible to apply for funds under said Statute; and
13

14 WHEREAS, currently, no funds have been made available by the State for construction of the
15 project; and
16

17 WHEREAS, the Sponsor desires to utilize its own funds for the construction of the Project and to
18 be reimbursed by the Port Construction and Development Priority Program once funding
19 becomes available, in accordance with R.S. 34:3457, et seq;
20

21 NOW, THEREFORE:

22
23 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE
24 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR & TERMINAL
25 DISTRICT THAT it hereby authorizes Maynard J. “Sandy” Sanders, Executive Director of the
26 Plaquemines Port, Harbor & Terminal District, to execute a reimbursement agreement with LA
27 DOTD.
28

29 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE
30 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR & TERMINAL
31 DISTRICT THAT the Port acknowledges that an application was submitted to the Louisiana Port
32 Construction and Development Priority Program.
33

34 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE
35 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR & TERMINAL
36 DISTRICT THAT at the appropriate time and prior to commencement of work on the project,
37 the Port agrees to execute a Project Agreement and a Statement of Sponsorship pursuant to the
38 Statute and hereby authorizes and empowers Maynard J. “Sandy” Sanders to enter into and
39 execute said agreement with the Louisiana Department of Transportation and Development.
40

41 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE
42 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR & TERMINAL

43 DISTRICT THAT Maynard J. “Sandy” Sanders is hereby the Authorized Representative for the
44 Plaquemines Port, Harbor and Terminal District to represent the Port with regards to the receipt
45 of funds from the Louisiana Port Construction and Development Priority Program for a port
46 improvement project.

47
48 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE
49 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR & TERMINAL
50 DISTRICT THAT the Secretary of this Council is hereby authorized and directed to immediately
51 certify and release this Resolution and that Port employees and officials are authorized to carry
52 out the purposes of this Resolution, both without further reading and approval by the
53 Plaquemines Parish Council.

INTERGOVERNMENTAL REIMBURSEMENT AGREEMENT

BETWEEN

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

AND

**PLAQUEMINES PORT HARBOR AND TERMINAL DISTRICT
ALLIANCE WATER BOOSTER STATION AND FEED LINE UPGRADES
STATE PROJECT NUMBER H.014966
PLAQUEMINES PARISH**

THIS Agreement, made and executed in multiple original copies on this _____ day of _____, 20___, by and between the Louisiana Department of Transportation and Development hereinafter referred to as "DOTD", and the Plaquemines Port Harbor and Terminal District, a political subdivision of the State of Louisiana, hereinafter referred to as "Port Authority".

Whereas, under the provisions of Title 34 of the Louisiana Revised Statutes, of 1950, as amended, funding and funding obligation authority have been allocated to port improvement projects in the approved Port Construction and Development Priority Program under the administration of the DOTD; and

Whereas, the Port Authority has requested funding, funding obligation authority, or both, from the State of Louisiana, hereinafter "State" for the State's share of the port improvement project as described herein and hereinafter referred to as the "Project"; and

Whereas, the funding and funding obligation authority allocated to approved Port Construction and Development Priority Program projects is not sufficient to fund the State's share of the Project; and

Whereas, LSA – R. S. 34:3452, *et seq.*, was amended by Act 18 of the 2006 Regular Session of the Louisiana Legislature to provide sponsoring port authorities with the option of funding approved Port Construction and Development Priority Program projects with their own funds subject to ~~reimbursement by the Port Construction and Development Priority Program~~ whenever such funds become available, provided that all program criteria has been met; and

Whereas, the Port Authority desires to utilize its own funds for the construction of this Project and to be reimbursed by the Port Construction and Development Priority Program once funding becomes available, in accordance with R.S. 34:3457.

THEREFORE, in consideration of the premises and mutually dependent covenants herein contained, the parties hereto agree as follows:

ARTICLE 1
PROJECT DESCRIPTION

1.1 The improvement undertaken by and through this Agreement shall be port improvements consisting of a new water booster station and distribution lines. These improvements shall hereinafter be referred to as the "Project".

1.2 The entire scope of the Project shall be as shown in the approved application which constitutes the basis for funding the Project and is hereby made a part of and incorporated into this Agreement by reference.

1.3 For purposes of identification, State Project Number H.014966 has been assigned to this Project. All activities associated with this Project, including but not limited to the following: record keeping, progress payments, bidding, correspondence, invoices, and any other activities associated with this Project shall be identified with this number.

1.4 Project development and construction shall be in accordance with the latest edition of the DOTD's *Port Construction and Development Priority Program Procedures Manual*.

ARTICLE 2
FUNDING

2.1 The Port Authority hereby certifies that it has sufficient resources to finance one hundred percent (100%) of the Project costs through completion or through completion of the approved phase thereof.

2.2 In accordance with the provisions of Title 34 of the Louisiana Revised Statutes of 1950, as amended, the Port Authority shall utilize its own funds to finance the Project and will be reimbursed by the DOTD only after funding or funding obligation authority for the Project is available and has been approved by the Legislature. In no event shall reimbursement by the DOTD exceed ninety percent (90%) of the amount of eligible Project costs.

2.3 The maximum state funding share shall be as stated in the letter or letters from the DOTD's Secretary, or his designee, announcing Project approval, and/or this amount of program funding for this ALLIANCE WATER BOOSTER STATION AND FEED LINE UPGRADES. In no case shall the maximum state funding share exceed 90% of eligible Project costs as identified in the Louisiana Port Construction and Development Priority Program "Rules and Regulations." This funding share was established in accordance with said "Rules and Regulations." All cost overruns shall be the responsibility of the Port Authority.

2.4 The letter or letters from the DOTD's Secretary, or his designee, announcing Project approval, and/or amount of program funding for ALLIANCE WATER BOOSTER STATION AND FEED LINE UPGRADES shall become a part of this agreement.

2.5 Except for services hereinafter exclusively listed to be furnished at the DOTD's expense or at the Port Authority's expense, as the case may be, the DOTD will reimburse a portion of the Port Authority's costs for this Project. However, the Port Authority may incorporate items of work

into the construction contract not eligible for the DOTD cost share participation at its own cost if it so desires. Funds will be disbursed in accordance with Article 9.

ARTICLE 3 **RESPONSIBILITY**

3.1 The Port Authority agrees to furnish all lands, easements, rights-of-way, wetland mitigation areas and spoil disposal areas necessary to construct and maintain the Project without cost to the State unless the lands are an integral part of the Project and have been included in the approved application.

3.2 The Port Authority agrees to accomplish all necessary utility and other facility relocations and alterations without cost to the State.

3.3 The Port Authority agrees to assume all maintenance and operation costs for the Project and all future alterations as may be required without cost to the State.

3.4 The Port Authority shall assume full responsibility for Project development. Project development shall consist of engineering, plan preparation, right-of-way acquisition, utility relocations, permits, bidding, construction inspection and administration, and the operation and maintenance of the completed Project. Furthermore, it is the responsibility of the Port Authority to administer the Project according to all applicable laws, rules, and regulations and to ensure that the quality of work obtained is within the standards of established industry practice. Documentation must be submitted to the DOTD to provide evidence of the progress of the Project, and to verify that the expenditure of funds, eligible for State reimbursement, occurs in accordance with this agreement and applicable state law. The Port Authority shall be responsible for all costs in excess of the maximum state funding share.

3.5 During any part of project development of plans and bid documents for any phase, at DOTD's request the Port Authority shall provide proof of tenant's status including, but not limited to 1) lease agreement, 2) revenue stream.

3.6 The Port Authority shall assume full responsibility for all Project costs. Reimbursement will not be made by the DOTD until such time as funding has been made available by the Legislature and the project or approved phase thereof has been completed. The DOTD is responsible for payment of its share in a timely manner.

3.7 The DOTD, its officers, engineers and employees will not supervise or perform services in connection with the development of this Project except as specifically set forth herein. The DOTD will review the Project for compliance with program guidelines, the approved application, and standard engineering practice. The DOTD will determine items in the construction contract that are eligible for participation based upon the approved application.

ARTICLE 4 **RECORD KEEPING, REPORTING AND AUDITS**

4.1 The Port Authority and all others employed by it in connection with this project, shall maintain all documents, papers, field books, accounting records, appropriate financial records and

other evidence pertaining to costs incurred for the Project and shall make such materials available for inspection at all reasonable times during the contract period and for a three year period from the date of reimbursement under the Project for inspection by the DOTD and/or the Legislative Auditor; however, prior to disposal of any Project data, the Port Authority shall obtain prior written approval of the DOTD. The Port Authority shall furnish copies of project records to the DOTD and/or the Legislative Auditor within thirty (30) days of a written request.

4.2 The submission of documentation to the DOTD as required by this Agreement and its Amendments is to verify that such documentation is being produced, to provide evidence of the progress of the Project, and to verify that the expenditure of funds, eligible for state reimbursement, occurs in accordance with this Agreement and all applicable state laws. Unless a written request is received from the Port Authority, the DOTD will not provide extensive document review for the Project or take the responsibility of determining whether or not this documentation is complete and accurate.

4.3 The Port Authority shall provide to the DOTD any requested reports on the status of the Project. The Port Authority shall, during the term of the Agreement, cause to be conducted annually, by a duly qualified certified public accountant, an audit and examination of its books and accounts pertaining to the Project. The Port Authority shall provide the Legislative Auditor and the DOTD with copies of the annual audit report, and any other financial reports which relate to the Project, no later than thirty (30) days after receipt and acceptance by the Port Authority. The Port Authority shall provide to the DOTD a complete audit of the Project upon its completion, no later than ninety (90) days after completion of the Project. The DOTD reserves the right to audit the Project records at any time.

4.4 The Port Authority agrees that it shall reimburse to the DOTD all funds not used in accordance with the terms of this Agreement and in accordance with R.S. 34:3463.

4.5 The Port Authority must have a fully executed and approved Agreement before entering into any contracts which obligate state funding and must follow all laws pertaining to public bidding. Further, written authorization must be obtained from the DOTD prior to advertising the Project or any phase thereof for bids.

ARTICLE 5 **ENGINEERING & PLAN DEVELOPMENT**

5.1 The Port Authority, or Consulting Engineer employed by it shall make all necessary surveys and prepare plans, specifications and estimates for the Project in accordance with standard engineering practices. The plans and specifications shall be signed and sealed by a Registered Engineer licensed to practice in Louisiana and shall comply with the latest revision of the *Port Construction and Development Priority Program Procedures Manual*. The appropriate contract forms shall be provided to the Port Authority by the DOTD.

5.2 The general format for the plans and specifications shall be based on and comply with the DOTD's guidelines. The DOTD will review the plans and specifications for compliance with the scope of the Project as indicated in the approved application. The DOTD will determine if a plan review conference is necessary to address issues identified in the DOTD's initial review and to resolve omissions in the proposed scope of work. This review does not relieve the Port Authority

of responsibility to meet the Port program requirements nor does the DOTD's review relieve the Port Authority's Engineer of his responsibility for the accuracy, adequacy, and completeness of the plans and specifications. The DOTD will perform more extensive reviews upon written request from the Port Authority.

5.3 After acquisition of all required rights-of-way and permits and execution of agreements to relocate and/or adjust all utility conflicts, the Port Authority shall adopt a Resolution certifying completion of the above and submit a certified copy of said Resolution to the DOTD. The Resolution shall also reaffirm availability of the Port Authority's local funding share. The format of this Resolution shall be provided by the DOTD.

ARTICLE 6 **PUBLIC BID LAWS**

6.1 Written authorization must be obtained from the DOTD prior to advertising the Project or any phase thereof for bids.

6.2 Port Authority will solicit bids for the services, labor and materials needed to construct the Project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2212, et seq., applicable to political subdivisions of the State. The Port Authority will also keep a procurement file relative to the necessary acquisition of services, labor and materials needed to complete the Project that will be subject to review by the DOTD at any time.

6.3 After receipt of bids and before award of the contract, Port Authority shall submit to the DOTD copies of the three (3) lowest bidders' proposals and proof of advertising. The Port Authority's submittal shall include: proof of publication of advertisement for bids; bid tabulation form certified by the engineer and the contracting agency; bid proposals and bid bonds of the three (3) lowest bidders and proposed notice of Award of Contract (AoC). After receiving comments from the DOTD the Port Authority may then award and execute the construction contract and will submit to the DOTD the AoC, executed construction contract, and performance/ payment bond(s). The contract and bonds shall be recorded in the Clerk of Court's office for the parish or parishes where the Project is to be constructed. Proof of recordation shall be submitted to the DOTD along with the Notice to Proceed. Once the above items have been submitted to the DOTD, the Port Authority shall adopt a Resolution Certifying Compliance With The Public Bid Law as conforming to the requirements of R.S. 38:2211, et seq. The format of this resolution shall be provided by the DOTD.

6.4 The DOTD'S review does not relieve the Port Authority of its responsibility to comply with public bid and contracting laws.

ARTICLE 7 **CONSTRUCTION**

7.1 The Port Authority or its Consultant will provide technical administration and inspection during Project construction; however, in the event a Consultant provides this service for the Port Authority, such services by the Consultant shall be coordinated by a full time employee of the Port Authority who will be designated as the Port Authority's Project Representative. Except where a deviation has been mutually agreed to in writing by both the DOTD and the Port Authority, Project

construction shall be administered in accordance with the latest revision of the *Port Construction and Development Priority Program Procedures Manual*.

7.2 Inspection of the constructed work shall be directed by a Registered Professional Engineer, licensed to practice in Louisiana, chosen by the Port Authority. The Port Authority shall insure appointment of a Resident Project Representative/Inspector to inspect the constructed work who will be under the direct supervision of the Port Authority's engineer. The engineer shall certify that the contractor is constructing the Project with specified materials in accordance with the plans and specifications and accepted construction practices.

7.3 Material testing shall be done by an independent Testing Laboratory. All testing shall be done in accordance with the Standards of the American Concrete Institute (ACI), the American Society of Testing Material (ASTM E329-93b et. seq.) and/or the DOTD Standard Testing Procedures. These services are not eligible for cost participation by the DOTD and cannot be a part of the construction contract.

7.4 Upon completion of the Project, the Port Authority's engineer shall schedule a final inspection at such time that the DOTD representatives can be available. The DOTD shall inspect the Project with the Port Authority's engineer. Upon written certification of the Port Authority's engineer that the Project is complete and upon written final acceptance of the Project by the Port Authority, the final acceptance shall be recorded in the Clerk of Court's office for the Parish or Parishes where the work was performed.

ARTICLE 8 **CHANGE ORDERS**

8.1 All change orders necessitated by plan errors and/or omissions shall be the responsibility of the Port Authority. Change orders, resulting from changed or unforeseen or unanticipated conditions or circumstances beyond the control of the Port Authority, shall be reviewed and evaluated on a case-by-case basis to determine eligibility for the DOTD funding participation, subject to availability of funds.

8.2 All change orders affecting items of work eligible for reimbursement by the State that reduce the scope or quality of the Project shall be submitted to the DOTD for review and concurrence prior to authorizing the contractor to perform any work. Any such change orders may, at the discretion of the DOTD, result in a decrease in the State's funding share.

ARTICLE 9 **DISBURSEMENT OF FUNDS**

9.1 In addition to any other conditions for reimbursement, either contained herein or pursuant to law, or the DOTD or Federal rules and regulations, no reimbursement shall be made by the DOTD until such time as the Port Authority provides the DOTD with the following items:

1. Certification by the Port Authority's Engineer that the work is complete and that all work has been performed in accordance with the plans and specifications.
2. Recommendation of acceptance by the Port Authority's Engineer (Substantial Completion)

3. A Resolution by the Port Authority accepting the work
4. A certified copy of The Recordation of Acceptance
5. A certified copy of the Clear Lien Certificate or as excepted
6. In the event of unresolved liens, notification of the Port Authority's intent to deposit retainage in a court of competent jurisdiction
7. Final Cost Estimate, and As-Built Drawings or Plans of Record
8. A certified payment request from the Port Authority in accordance with the Louisiana Port Construction & Development Priority Program Procedural Manual for Funded Projects.

9.2 If the Port Authority intends to phase the Project under separate construction contracts, the Port Authority shall notify the DOTD of the scope of each phase and provide a marked up copy of the cost estimate in the approved application for funding showing each phase so that appropriate state project numbers may be assigned for each part of the work.

ARTICLE 10 **NONDISCRIMINATION**

10.1 The Port Authority agrees to abide by the requirements of the following as applicable: Titles VI of the Civil Rights Act of 1964, and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968, as amended, and the Port Authority agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

10.2 The Port Authority agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

10.3 Any act of discrimination committed by the Port Authority, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE 11 **HOLD HARMLESS AND INDEMNITY**

11.1 The Port Authority agrees and obligates itself, its successors and assigns, to defend, indemnify, save, protect and hold forever harmless and provide a defense for the DOTD, its officials, officers and employees against any and all claims that may be asserted by any persons or parties resulting from violation by the Port Authority, its employees, agents and/or representatives of the requirements of all State laws applicable to the Project. Further, the Port Authority agrees that it shall indemnify and save harmless and provide a defense for the DOTD, its officials, officers and employees, against any and all claims, demands, suits, actions (ex contractu, ex delictu, quasi-contractual, statutory or otherwise), judgments of sums of money, attorney's fees and court costs, to any party or third person including, but not limited to, amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of the Port Authority or any of the above, growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the Port Authority, its employees, servants, contractors, or any person engaged upon or in connection with

the engineering services, construction and construction engineering required or performed by the Port Authority hereunder including, but not limited to, any omissions, defects or deficiencies in the plans, specifications or estimates or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction, or construction engineering cost incurred or any other claim of whatever kind or nature arising from, out of, or in any way connected with the Project, to the extent permitted by law.

11.2 Nothing herein is intended, nor shall be deemed to create a third party beneficiary to any obligation by the DOTD herein or to authorize any third person to have any action against the DOTD arising out of this Agreement.

ARTICLE 12 **PHASE I ENVIRONMENTAL SITE ASSESSMENT FOR REAL ESTATE**

12.1 If any funds covered by this Agreement are to be used for the purchase of immovable property, the Port Authority shall have prepared, at the expense of the Port Authority, a Phase I Environmental Site Assessment (Assessment) of the immovable property. This Assessment shall be prepared, according to the latest edition of ASTM E 1527, by an experienced environmental consultant qualified to perform Assessments. Any purchase agreement for the immovable property shall contain an agreement by the seller of the immovable property that it will warrant and guarantee to the Port Authority that the immovable property is free of all hazards identified by the Assessment as existing or suspected and this guarantee shall be part of any act of sale for the purchase of the immovable property. A copy of the Assessment and a certified copy of the purchase agreement, containing the warranty and/or guarantee, shall be provided to the DOTD.

ARTICLE 13 **OWNERSHIP OF PROPERTY**

13.1 Port improvements funded through the Port Construction and Development Priority Program shall be built, installed and/or implemented only on port owned lands or public lands. Public lands are lands under the control of public organizations which are authorized by law to perform governmental functions.

13.2 Should the Port Authority sell or dispose of any lands, facilities, etc., that have been funded in part by the Port Construction and Development Priority Program, the Port Authority shall reimburse the DOTD for the percentage of Project life remaining at the time of the act of sale. The Project life shall be twenty years for structures and ten years for equipment unless a different period of time is specified in the evaluation of the Project. If land obtained through the program funds is sold at any time DOTD shall be reimbursed at one hundred percent of the original funds dispersed for purchase of the land including change orders.

ARTICLE 14 **PROJECT COMPLETION**

14.1 Upon completion and final acceptance of the Project, the Port Authority shall record the final acceptance with the Clerk of Court for the parish or parishes in which the improvement is located and furnish a certified copy of the final acceptance to the DOTD.

14.2 The Port Authority shall develop an Operation and Maintenance Manual and shall provide the DOTD with as-built plans or plans of record. The Port Authority shall maintain the Project, as completed, at its expense and in accordance with the Port Authority's maintenance policies and the Operation and Maintenance Manual. The Port Authority shall develop and submit to the DOTD a Monitoring Report for each of the five years following completion of the Project. These reports shall be developed in accordance with the "Project Monitoring Report Guidelines".

14.3 The Port Authority agrees to assume all maintenance and operation costs for the Project and all future alterations as may be required without cost to the State.

ARTICLE 15 **PROGRESS SCHEDULE**

15.1 Within thirty (30) days after the agreement is executed, the Port Authority shall provide the DOTD with a bar-graph Progress Schedule, showing all activities and work that must occur to develop construction plans, specifications and the letting of the construction contract within the time limitations specified in Article 18.

ARTICLE 16 **TAXES**

16.1 The Port Authority agrees that the responsibility for payment of taxes, if any, from the funds received under this Agreement, its Amendments and/or legislative appropriation shall be the Port Authority's obligation and shall be identified by the Federal Tax Identification Number shown on the signature sheet.

ARTICLE 17 **AMENDMENT**

17.1 The parties hereto agree that any change in the scope of the Project shall require a written amendment, signed by both parties.

ARTICLE 18 **CANCELLATION**

18.1 The terms of this agreement shall be binding upon the parties hereto until the work has been completed and accepted and all payments required to be made to the Port Authority have been made; but this agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the Port Authority should it desire to cancel the project prior to award of a contract.
3. By the DOTD due to the withdrawal of State funding for the project.

4. By the DOTD due to the Port Authority not submitting to the DOTD preliminary construction plans (which are more advanced than that submitted with the applications) within one year of the execution of this agreement.
5. By the DOTD, for projects that were identified as Conditional Projects on the Recommended Construction Program approved by the Legislature, due to the Port Authority not submitting the necessary documents to the Department within eighteen months of the initial funding letter indicating that the project has satisfied all non-program funding.
6. By the DOTD due to the Port Authority advertising the Project for bids prior to obtaining written notice from the DOTD.
7. By the DOTD if the Port Authority fails to begin construction or has not, at a minimum, awarded the construction contract for the Project within eighteen months of the effective date of this Agreement. Should the DOTD elect to cancel or terminate this Agreement pursuant to this provision, any unexpended funds may, at the sole discretion of the DOTD, be reallocated to another port project.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

**STATE OF LOUISIANA
PLAQUEMINES PORT HARBOR AND
TERMINAL DISTRICT**

(Witness for First Party)

BY: _____
(Signature)

(Witness for First Party)

Typed or Printed Name

Title

Port Authority's Federal Identification Number

WITNESSES:

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

BY: _____
Secretary

RECOMMENDED FOR APPROVAL

BY: _____
Deputy Commissioner

ORDINANCE NO. 22-

The following Ordinance was offered by Council Member Cognevich who moved its adoption:

1 An Ordinance to amend 2022 Public Health Fund, Revenue and Operating
2 Expenditure Budgets, Animal Control Department; and otherwise to provide with
3 respect thereto.

4 WHEREAS, Plaquemines Parish Government has been awarded funding in the amount of \$80,000
5 from the American Society for the Prevention of Cruelty to Animals (ASPCA); and

6 WHEREAS, an appropriation to the 2022 Public Health Fund, Revenue and Operating
7 Expenditure Budgets, Animal Control Department is requested;

8 NOW, THEREFORE:

9 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

SECTION 1

11 The 2022 Revenue Budget is amended as follows:

Fund: 004 Public Health Fund			
Dept/Div: 548-2675 Animal Control Dept			
Object	Description	Inc/ Dec	Amendment
439.112	Grants – ASPCA	Inc	80,000

SECTION 2

20 The 2022 Operating Expenditure Budget is amended as follows:

Fund: 004 Public Health Fund			
Dept/Div: 548-2675 Animal Control Dept			
Object	Description	Inc/ Dec	Amendment
528.510	Maintenance – Property & Equipment	Inc	1,000
541.200	Supplies – Field	Inc	1,600
561.210	Vehicles – Other Boats	Inc	74,000
563.110	Office Equipment – Computer Hardware	Inc	2,400
565.150	Equipment – Photographic	Inc	1,000

SECTION 3

35 The Secretary of this Council is hereby authorized and directed to immediately certify and
36 release this Ordinance and that Parish employees and officials are authorized to carry out the
37 purpose of this Ordinance, both without further reading and approval by the Plaquemines Parish
38 Council.

ORDINANCE NO. 22-

The following Ordinance was offered by Council Member Cognevich who moved its adoption:

1 An Ordinance to declaring Lots 19, 32, 38 and 39, Square 152, South New Orleans
2 Subdivision, jointly owned by Jefferson Parish and Plaquemines Parish and located
3 in Jefferson Parish, no longer needed for a public purpose and authorizing a sale to
4 the adjacent property owner, Julie Chi Le Troung for the appraised value; and
5 otherwise to provide with respect thereto.

6 WHEREAS, Jefferson Parish and Plaquemines Parish acquired Lots 19, 32, 38 and 39, Square
7 152, South New Orleans Subdivision, all located in Jefferson Parish, from the Jefferson and
8 Plaquemines Drainage District per Act of Sale, registered on December 29, 1969 at COB 709,
9 page 437, Instrument No. 477435; and

10 WHEREAS, Plaquemines Parish Government finds that the Lots described above are no longer
11 needed for a public purpose and has no objection to the sale of said Lots; and

12
13 WHEREAS, Jefferson Parish is agreeable to the sale of said Lots; and

14 WHEREAS, Julie Chi Le Troung is the owner of the lots adjacent to said Lots and desires to
15 purchase the Lots for the appraised value; and

16 WHEREAS, Wayne Sandoz & Associates, Inc. has appraised said Lots, that in total measure
17 approximately 10,000 square feet, as having a value of \$13,800.00 or \$1.38 per square foot;

18 NOW, THEREFORE:

19

20 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

21

SECTION 1

22

23 Lots 19, 32, 38 and 39, Square 152, South New Orleans Subdivision, jointly owned by Jefferson
24 and Plaquemines Parish and located in Jefferson Parish are no longer needed for a public purpose
25 and authorizing a sale of said Lots to the adjacent property owner, Julie Chi Le Troung for the
26 appraised value.

27

SECTION 2

28

29
30 The Secretary of this Council is hereby authorized and directed to immediately certify and release
31 this Ordinance and that Parish employees and officials are authorized to carry out the purposes of
32 this Ordinance, both without further reading and approval by the Plaquemines Parish Council.

33

ORDINANCE NO. 22-

The following Ordinance was offered by Council Member Black who moved for its adoption:

1 An Ordinance approving a plan of resubdivision of Huynh Family, LLC, Elmwood
2 Subdivision Industrial Sites, Section D, Jefferson and Plaquemines Parish, Lot B1G
3 into B1M and B1N, Section 30, T14S, R24E, Southeastern District of Louisiana,
4 West of the Mississippi River, Belle Chasse, Plaquemines Parish, Louisiana as
5 shown on the plans and plat of survey by Dufrene Surveying & Engineering, Inc.,
6 dated May 4, 2021, the owner having fulfilled all the requirements of the
7 Subdivision and Resubdivision Ordinance of the Parish of Plaquemines, without
8 cost to the Plaquemines Parish Government or the Parish of Plaquemines; and
9 otherwise to provide with respect thereto.

10
11 WHEREAS, Huynh Family, LLC, as owners of property situated in the Parish of Plaquemines,
12 State of Louisiana, as shown on Map of Resubdivision of Lot B1G Elmwood Subdivision
13 Industrial Site, Section D, Jefferson and Plaquemines Parish into Lots B1M and B1N, Elmwood
14 Subdivision Industrial Sites, Section D, Jefferson and Plaquemines Parish, Dufrene Surveying &
15 Engineering, Inc., dated May 4, 2021, a copy whereof is annexed hereto and made part hereof; and
16

17 WHEREAS, Huynh Family, LLC, as owners of said property have proposed the resubdivision of
18 the said property into B1M and B1N as more fully shown on said map; and
19

20 WHEREAS, all streets, utilities, drainage structures and other improvements shown on the
21 aforementioned map of survey are in place; and
22

23 WHEREAS, the owner/ Developer understands that he and subsequent owners of the property is
24 responsible for the cost, installation, maintenance or improvements of the sewerage and water
25 infrastructure to connect to the public utilities shown on the aforementioned map; and
26

27 WHEREAS, the owner/Developer understands that he and subsequent owners of the property will
28 be responsible for the maintenance of future and all existing non-dedicated streets, roads, right of
29 ways, utilities, drainage and structures and other improvements shown on the aforementioned plan
30 and plat of survey are in place; and
31

32 WHEREAS, the Plaquemines Parish Government accepts no responsibility or liability for the
33 construction, maintenance or improvements of any future or now existing non-dedicated streets,
34 roads, right of ways, utilities, drainage structure and other improvements that may be shown on
35 the aforementioned plan and plat of survey; and
36

37 WHEREAS, the owner/Developer and subsequent owners of the property shall be responsible for
38 the construction and maintenance of future and all existing non-dedicated streets, roads, rights of
39 ways, utilities, drainage structures and other improvements that may be shown on the
40 aforementioned plan and plat of survey;
41

42 NOW, THEREFORE:

43
44 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

SECTION 1

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46
47
48 The aforesaid Map of Resubdivision, Huynh Family, LLC, Elmwood Subdivision Industrial Sites,
49 Section D, Jefferson and Plaquemines Parish, Lot B1G into B1M and B1N, Section 30, T14S,
50 R24E, Southeastern District of Louisiana, West of the Mississippi River, Belle Chasse,
51 Plaquemines Parish, Louisiana, by Dufrene Surveying & Engineering, Inc., dated May 4, 2021, a
52 print whereof is annexed hereto and made a part hereof, is hereby approved, and that the approval
53 of the Parish President, Directors and all appropriate Parish Department Heads of the aforesaid
54 plan and plat of survey be ratified.

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SECTION 2

The Parish President be and is hereby authorized to appear before a Notary Public, and execute the approved aforesaid plan or resubdivision of owner as depicted on plan and plat of survey by Dufrene Surveying & Engineering, Inc., dated May 4, 2021, for the Parish of Plaquemines and the Plaquemines Parish Government, and to execute any and all acts and documents necessary and proper in the premises to give full force and effect to aforesaid Ordinance.

SECTION 3

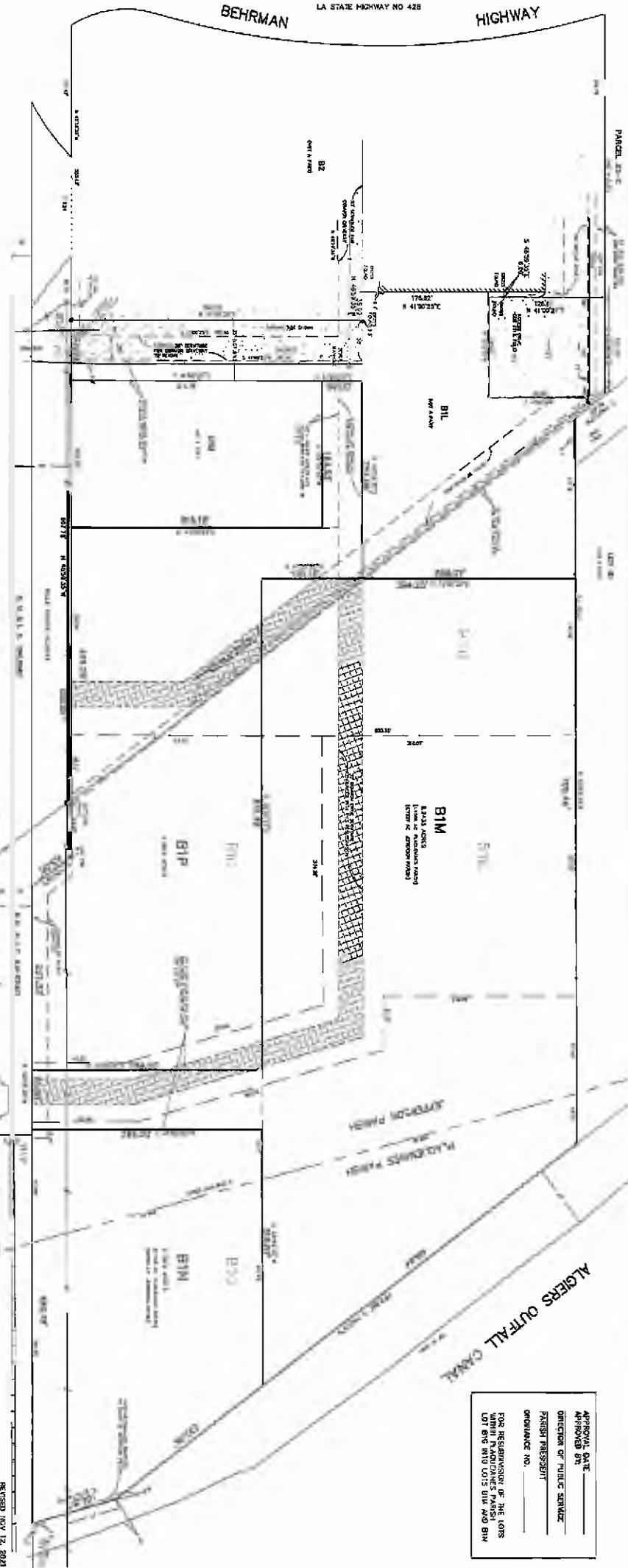
The Plaquemines Parish Government accepts no responsibility or liability for construction, maintenance or improvements of any future or now existing non-dedicated streets, roads, right of ways, utilities, drainage structures and other improvements that may or may not be shown on the aforementioned plan and plat of survey or later developed.

SECTION 4

The Council Secretary is hereby authorized and directed to immediately certify and release this Ordinance and that Parish employees and officials are authorized to carry out the purposes of this Ordinance, both without further reading and approval by the Plaquemines Parish Council.

**ELMWOOD SUBDIVISION
INDUSTRIAL SITES
SECTION D**
SECTION 26, T10N, R10E
SOUTHWEST QUARTER
WEST OF THE MISSISSIPPI RIVER
**JEFFERSON PARISH, LA
PLAQUEMINES PARISH, LA**

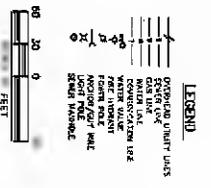
INDUSTRY STREET



**PRELIMINARY PLAT / FINAL PLAT
CERTIFICATE OF PLANNING DEPARTMENT REVIEW**
Showing lots _____ located in ME-188-21
not fees received by the Planning Department
Planning Section _____ Date _____
Certificate of Council Approval
Ordinance No. _____ has been approved by
the Jefferson Parish Council on _____

APPROVAL DATE _____
APPROVED BY _____
DIRECTOR OF PUBLIC SERVICE
PARISH PRESIDENT _____
ORDINANCE NO. _____
FOR RESUBMISSION OF THE LOTS
WITHIN PLAQUEMINES PARISH
LOT B1G AND LOTS B1R AND B1M

RECORDED NOV 12, 2021
MAY 4, 2021
DRAWN IN ACCORDANCE WITH THE LOUISIANA STANDARDS OF
PRACTICE FOR ENGINEERING SURVEYS FOR A CLASS B SURVEY, MADE
AT RESUBMISSION OF LOTS B1G, B1P, B1R, AND B1M AND LOTS B1H,
B1I, AND B1J, AND RECONSTRUCTION OF PORTION OF 20' OF COMMON
DRIVE AND RECONSTRUCTION OF PORTION OF SERVICE DRIVE,
DRAIN, AND RECONSTRUCTION OF ACCESS AND UTILITY SERVICES



DURENE SURVEYING
122 CHAMPE RING INC.
117
117

55 provided for herein. The compensation provided for herein that would have been due
56 within the fiscal year in which the contract was terminated shall be pro-rated based upon
57 the number of days into the fiscal year as of the effective date of the termination.

- 58 • The adoption of the Operating Budget of the Parish that fails to appropriate funding
59 available for the contract or the explicit exclusion of the contract from the Budget shall
60 effect a termination of the contract without the requirement the written notice otherwise
61 required for the termination of the contract. The contract will terminate on at the end of
62 the last day of the fiscal year for which funding was Budgeted, except as otherwise
63 provided herein.
- 64 • The adoption of an amendment to the Operating Budget that removes the funding available
65 for the Contract or provides for the explicit exclusion of the contract from the Budget, shall
66 effect a termination of the contract without the requirement the written notice otherwise
67 required for the termination of the contract. The contract will terminate upon the effective
68 date of the amendment. The compensation provided for herein that would have been due
69 within the fiscal year in which the contract was terminated shall be pro-rated based upon
70 the number of days into the fiscal year as of the effective date of the termination.

71

72 SECTION 3

73

74 It shall be the policy of the Plaquemines Parish Government that all signed contracts are sent to
75 the Council Secretary's Office within two weeks of execution.

76

77 SECTION 4

78

79 The Secretary of this Council is hereby authorized and directed to immediately certify and release
80 this Ordinance and that Parish employees and officials are authorized to carry out the purposes of
81 this Ordinance, both without further reading and approval by the Plaquemines Parish Council.

RESOLUTION NO. 22-

The following Resolution was offered by Council Member Blink who moved its adoption:

1 A Resolution authorizing the Parish President, or his designee to prepare and
2 advertise for Request for Proposals for professional services to create and lead a
3 community based co-design process seeking input for mitigation techniques and
4 strategies to help residents and businesses cope with the impact of the Mid-
5 Barataria Sediment Diversion; and otherwise to provide with respect thereto.
6

7 WHEREAS, there is a need for Plaquemines Parish residents and business owners to be involved
8 in the mitigation process in order to best cope with the impacts of the Mid-Barataria Sediment
9 Diversion; and
10

11 WHEREAS, it is the desire of this Council to have a community based co-design process which
12 will seek input from the residents and business owners in the Parish and the work to be undertaken
13 in the co-design process shall look similar to the process involved with the Louisiana Strategic
14 Adaptations for Future Environments;
15

16 NOW, THEREFORE:
17

18 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT it hereby authorizes
19 the Parish President, to advertise for Request for Proposals for professional services to
20 create and lead a community based co-design process seeking input for mitigation techniques and
21 strategies to help residents and businesses cope with the impact of the Mid-Barataria Sediment
22 Diversion. The scope of the services sought should look similar to the process involved with the
23 Louisiana Strategic Adaptations for Future Environments process.
24

25 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT the
26 President, upon receiving the responses to the Request for Proposals, submit all responses to
27 the Parish Council for review and upon approval by the Parish Council, enter into a contract
28 with the chosen company.
29

30 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT the
31 Secretary of this Council is hereby authorized and directed to immediately certify and release
32 this Resolution and that Parish employees and officials are authorized to carry out the purposes
33 of this Resolution, both without further reading and approval by the Plaquemines Parish Council.
34
35

RESOLUTION NO. 22-

The following Resolution was offered by Council Member Arbourgh who moved its adoption:

1 A Resolution authorizing the Parish President, or his designee, to do all things
2 necessary and proper to negotiate, execute, perfect, and enforce a Cooperative
3 Endeavor Agreement with the Plaquemines Social Aid and Pleasure Club; and
4 otherwise to provide with respect thereto.
5

6 WHEREAS, the Plaquemines Parish Code of Ordinances Section 17.5-51 allows for the Parish
7 Council, pursuant to LA Revised Statute 33:3001, to appropriate funds at the sole discretion of the
8 Parish Council when certain requirements are met, one being a Cooperative Endeavor Agreement
9 setting the guidelines for the operation of said fair or festival; and
10

11 WHEREAS, no Cooperative Endeavor Agreements were ever signed between the parties to protect
12 the legitimate interests of both Plaquemines Parish Government and this non-profit organization;
13 and
14

15 WHEREAS, the Parish Council finds that it is in the best interest of Plaquemines Parish
16 Government to have a valid Cooperative Endeavor Agreement between Plaquemines Parish
17 Government and the non-profit organization known as Plaquemines Social Aid and Pleasure Club;
18

19 NOW, THEREFORE:

20
21 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT it hereby authorizes
22 the Parish President, or his designee, to negotiate, execute, perfect, and enforce a Cooperative
23 Endeavor Agreement between Plaquemines Parish Government and the Plaquemines Social Aid
24 and Pleasure Club for the use by this non-profit organizations of the festival grounds at the
25 Plaquemines Parish Government Complex at 333 F. Edward Hebert in Belle Chasse, Louisiana
26 and to meet the eligibility requirements listed in the Plaquemines Parish Code of Ordinances
27 Section 17.5-51.
28

29 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT the
30 Secretary of this Council is hereby authorized and directed to immediately certify and release this
31 Resolution and that Parish employees and officials are authorized to carry out the purposes of this
32 Resolution, both without further reading and approval by the Plaquemines Parish Council.

PLAQUEMINES PARISH GOVERNMENT

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT, made and entered into this ___ day of _____ 2022, by and between Plaquemines Social Aid & Pleasure Club, a domestic non-profit, whose address is P.O. Box 355, Belle Chasse, LA 70037 (“hereinafter referred to as “the Contracting Party”) and Plaquemines Parish Government, (hereinafter referred to as “PPG”), a body politic and political subdivision of the State of Louisiana with the right of home rule, officially domiciled at 333 F. Edward Hebert Blvd., Bldg. 100, Belle Chasse, Louisiana 70037.

ARTICLE I
DECLARATIONS

WITNESSETH:

WHEREAS, Article VII, Section 14(C) of the 1974 Constitution of the State of Louisiana provides that “For a public purpose, the state and its political subdivisions 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;” and

WHEREAS, PPG desires to cooperate with the Plaquemines Social Aid & Pleasure Club (Contracting Party) in encouraging local tourism and fostering economic development; and

WHEREAS, PPG has the authority to enter into this Agreement as evidenced by its governmental purpose of encouraging tourism and economic development; and

WHEREAS, PPG has a reasonable expectation of receiving a benefit or value from increased tax revenues and greater exposure of its natural resources, agricultural industry, and attractions to the rest of the world through the positive media attention received by the Plaquemines Social Aid & Pleasure Club that is at least equivalent to or greater than the consideration described in this Agreement; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation but rather effected in exchange for consideration negotiated at arms-length between the parties;

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

ARTICLE II
NON-GRATUITOUS EXCHANGE

Both parties hereby agree that the Contracting Party shall receive the below described space and in-kind contributions from Plaquemines Parish Government in exchange for using this space for

the purposes of organizing and promoting the Plaquemines Social Aid & Pleasure Club in such a way as to promote the tourism and economic development of Plaquemines Parish.

Recognizing that Plaquemines Parish Code of Ordinances Section 17.5-51 allows for the Parish Council pursuant to LA Revised Statute 33:3001 to appropriate funds at the sole discretion of the Parish Council when certain requirements are met, one being a Cooperative Endeavor Agreement setting the guidelines for the operation of said fair or festival; and PPG has a reasonable expectation of receiving a benefit or value from increased tax revenues and greater exposure to the rest of the world from the positive media attention received by the Plaquemines Social Aid & Pleasure Club. Therefore, PPG desires to cooperate with the Plaquemines Social Aid & Pleasure Club in encouraging local tourism, providing a showplace of the natural resources of the Parish, providing an environment for non-profit organizations to acquaint the public with their services, and fostering economic development by entering into this agreement which will satisfy one of the three listed requirements under Plaquemines Parish Code of Ordinances Section 17.5-51 allowing the Contracting Party to apply for donations per LA Revised Statute 33:3001.

Pursuant to Plaquemines Parish Code of Ordinances, Section 17.5-51, both parties hereby agree that the Contracting Party shall occupy and use the Belle Chasse Government Complex Festival Grounds, in Belle Chasse, Louisiana, for the purposes of organizing and promoting the Plaquemines Social Aid & Pleasure Club in such a way as to also promote the tourism and economic development of Plaquemines Parish. Additionally, Plaquemines Parish Government shall provide, for the same consideration, during the actual one-day event period, the following in-kind contributions to the success and positive economic impact of the Plaquemines Parish Heritage and Seafood Festival:

1. Use of Belle Chasse Government Complex Festival Grounds from April 23, 2022;
2. Use of electrical, water, sewerage and trash collection, including thirty (35) trash cans for the grounds and the facility;
3. Access to Parish assets to promote the festival (highway notification signs etc.);
4. Use of five (5) 20 x 20 tents;
5. Use of one (1) generator (Contracting Party to pay fuel), one (1) light tower, and one (1) ATV unit; one (1) Mustang bobcat with forks, and (2) passenger golf carts
6. Use of Parish employees to assist in the set-up of the festival maintenance during the festival and take-down after the festival.

The Contracting Party shall have use of the Belle Chasse Government Complex Festival Grounds from April 19 to April 24, 2022 for the set-up, hosting, and take-down of the festival. The Contracting Party shall provide all set-up and take down-labor, except use of employees as agreed upon by both parties. The Contracting Party shall also be responsible for its own security. It is understood that the Contracting Party may place non-obstructive signs and other advertisements promoting the festival on parish-owned right of ways and property; providing such signs are not a danger to the public and that the Contracting Party removes same within a reasonable time after the festival.

ARTICLE III
DEFENSE AND INDEMNITY

The Contracting Party shall defend, indemnify and hold harmless PPG against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against PPG growing out of, resulting from, or by reason or theory of law, of any act or omission of the Contracting Party, its agents, servants, independent contractors, vendors, or employees and volunteers, and participating non-profit organizations and their employees and volunteers while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include PPG fees and costs of litigation, including, but not limited to, reasonable attorney's fees. The Contracting Party shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement, in the minimum amount of \$1,000,000.00, and require all insurers to issue a certificate of insurance naming PPG as an additional insured.

ARTICLE IV
TERMINATION

Unless otherwise subsequently amended, this agreement shall continue in force and effect and may be terminated only under any of the following conditions:

- (1) By mutual agreement and consent of the parties hereto.
- (2) By either party, upon failure of the other party to fulfill its obligations as set forth in this agreement.
- (3) Any notice of termination shall be delivered to the other party only at the address set forth in this CEA.

ARTICLE V
OWNERSHIP OF WORK PRODUCT, CONFIDENTIALITY AND COPYRIGHT

All work product, including records, reports, documents and other material delivered or transmitted to Contracting Party by PPG, shall remain the property of PPG, and shall be returned by Contracting Party to PPG, at Contracting Party's expense, at termination or expiration of this Agreement. All work product, including records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Contracting Party in connection with performance of the services contracted for herein, shall become the property of PPG, and shall, upon request, be returned by Contracting Party to PPG at Contracting Party's expense at termination or expiration of this Agreement. PPG shall not be restricted in any way whatsoever in the use of such material.

Furthermore, at any time during the term of this Agreement, and finally at the end of this engagement, the State and/or Agency shall have the right to require the Contracting Party to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by PPG.

Confidentiality. The above referenced work product shall be held confidential by the Contracting Party and shall not be shared with any other entity without the express consent of PPG.

Copyright. No work product, including records, reports, documents, memoranda or notes obtained or prepared by the Contracting Party under this Agreement shall be the subject of any copyright or application for copyright on behalf of the Contracting Party.

ARTICLE VI **NON-ASSIGNMENT**

Contracting Party shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of PPG. Notice of any such anticipated assignment or transfer shall be furnished promptly to PPG. Additionally, the Contracting Party shall not subcontract any work to any party without the prior written consent of PPG.

ARTICLE VII **FINANCIAL DISCLOSURE**

It is hereby agreed that the internal Auditor for PPG shall have the option of inspecting and auditing all data, records and accounts of the Contracting Party which relate to this Agreement, upon request. The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of four years after the date of final payment under the prime contract and any subcontract entered into under this Agreement or four years from the date of termination of the prime contract and any subcontract entered into under this Agreement, whichever is later.

ARTICLE VIII **AMENDMENT**

Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and executed by all parties.

ARTICLE IX **FISCAL FUNDING CLAUSE**

In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on PPG as to such current or succeeding fiscal year, and said Agreement shall become null and void, and no right of action shall accrue to the benefit of the Contracting Party, its successors or assigns for any further payments.

ARTICLE X
TERM

The term of this Agreement shall commence on the date first above written and shall continue in effect until December 31, 2022, unless sooner terminated as provided in Paragraphs IV or VIII.

ARTICLE XI
NON-DISCRIMINATION

The Contracting Party agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal 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 Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

AMENDMENT XII
SEVERABILITY AND SAVING CLAUSE

If any term, covenant, condition, or provision 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 permitted by law.

ARTICLE XIII
ENTIRE AGREEMENT

This Agreement, including any attachments 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.

ARTICLE XIV
LEGAL COMPLIANCE

PPG 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 XV
RELATIONSHIP OF PARTIES

The Contracting Party shall not be construed to be an employee, agent, partner of, or in joint venture with, PPG. PPG and the Contracting Party expressly agree that PPG shall not be liable to the Contracting Party, or to anyone employed by the Contracting Party, for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana.

ARTICLE XVI
CHOICE OF LAW

The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana and venue for the adjudication or alternative dispute resolution of all claims shall be in the 25th Judicial District in Plaquemines Parish, State of Louisiana.

ARTICLE XVII
NOTICES

All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

PLAQUEMINES SOCIAL AID & PLEASURE CLUB
c/o Stephen Adams
psapcorg@gmail.com

PLAQUEMINES PARISH GOVERNMENT
Kirk Lepine, President
333 F. Edward Hebert Boulevard, Building 100
Belle Chasse, LA 70037

ARTICLE XVIII
MULTIPLE ORIGINALS

This agreement is executed in multiple originals by the parties hereto and facsimile and/or electronic signatures shall constitute originals.

THUS DONE AND PASSED on the respective dates set forth below, but effective as of the ___ day of _____, 2020.

WITNESSES:

PLAQUEMINES PARISH GOVERNMENT

[Sign] _____
[Print]

By: _____
Kirk Lepine
Parish President

[Sign] _____
[Print]

Date: _____

PLAQUEMINES SOCIAL AID & PLEASURE CLUB

[Sign] _____
[Print]

By: _____
Its _____

[Sign] _____
[Print]

Date: _____

RESOLUTION NO. 22-

The following Resolution was offered by Council Member Arbourgh who moved its adoption:

A Resolution authorizing and directing the Parish President, or his designee, to do all things necessary and proper to provide assistance to the Plaquemines Social Aid and Pleasure Club; and otherwise to provide with respect thereto.

WHEREAS, the Plaquemines Parish Code of Ordinances Section 17.5-51 allows for the Parish Council pursuant to LA Revised Statute 33:3001 to appropriate funds at the sole discretion of the Parish Council when certain requirements are met; and

WHEREAS, the Parish Council has a valid Cooperative Endeavor Agreement between Plaquemines Parish Government and this non-profit organization; and

WHEREAS, The Plaquemines Social Aid and Pleasure Club is a registered 501 (c), non-profit organization, in the state of Louisiana;

NOW, THEREFORE:

BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT it hereby authorizes and directs the Parish President, or his designee, to provide assistance from the Plaquemines Parish Government to the Plaquemines Social Aid and Pleasure Club as they meet the eligibility requirements listed in the Plaquemines Parish Code of Ordinances Section 17.5-51.

BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT it hereby authorizes the support of and participation in appropriation of the following from the Plaquemines Parish Government to the Plaquemines Social Aid and Pleasure Club for the purposes of their festival:

1. Use of the Belle Chasse Government Complex Festival Grounds located at 333 F. Edward Hebert from April 22nd-23rd, 2022; and
2. Use of electrical, water and sewerage and trash collection at the festival grounds; and
3. Access to Parish assets to promote the festival (highway notification signs).

BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT the Secretary of this Council is hereby authorized and directed to immediately certify and release this Resolution and that Parish employees and officials are authorized to carry out the purposes of this Resolution, both without further reading and approval by the Plaquemines Parish Council.