



ORDINANCE NO. 22-

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

1           An Ordinance to establish divided precincts within Plaquemines Parish and to adopt  
2           a redistricting plan for the Plaquemines Parish Council; and otherwise to provide  
3           with respect thereto.

4   WHEREAS, the Plaquemines Parish Council is elected from nine single member districts in  
5   accordance with the Charter for Local Self-Government of Plaquemines Parish; and  
6

7   WHEREAS, the Plaquemines Parish Council determined that its districts were malapportioned,  
8   after considering the 2020 Federal Decennial Census and new district lines needed to be crafted;  
9   and  
10

11   WHEREAS, the Plaquemines Parish Council, is unable to create a redistricting plan using the  
12   whole precincts submitted to the United States Bureau of the Census and, in accordance with LRS  
13   18:532.1(D)(2), will need to divide several precincts into two or more precincts, which divisions  
14   shall be by a visible feature which is a census tabulation boundary, in order to accomplish  
15   redistricting;  
16

17   NOW, THEREFORE:

18   BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

SECTION 1

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21   A. The Plaquemines Parish Council hereby divides and creates new precincts to be used in its  
22   redistricting plan to be first implemented for all purposes related to the regularly scheduled  
23   elections for the Plaquemines Parish Council, and otherwise, in the Fall of 2022.  
24

25   B. Precinct 2-2 is hereby divided to create Precincts 2-2 and 2-2A. Precinct 2-2A is described  
26   as follows: Begin at the intersection of Woodland Hwy. and LA Hwy. 23, which is also the  
27   precinct boundary between Precincts 2-2 and 3-1, then proceed northwesterly along the  
28   southernmost lane of LA Hwy. 23 (and the precinct boundary) to the intersection with La  
29   Rosa Court Lane, then northeasterly along La Rosa Court Lane to the intersection with  
30   northernmost lane of LA Hwy. 23, then southeasterly along LA Hwy. 23 to the intersection  
31   with Vista Dr., then northeasterly along Vista Dr. to the intersection with a Railroad, then  
32   northwesterly along the Railroad to the intersection with Barrier Canal, then northeasterly  
33   along Barrier Canal to the intersection with an unnamed canal, then southeasterly along the  
34   canal to the intersection with Woodland Hwy., then southerly along Woodland Hwy. to the  
35   point of beginning. The remainder of the original Precinct 2-2 is redesignated as Precinct  
36   2-2.  
37

38   C. Precinct 3-1 is hereby divided to create Precincts 3-1, 3-1A and 3-1B. Precinct 3-1A is  
39   described as follows: Begin at the intersection of Demandre St. and the boundary between  
40   Precincts 3-1 and 4-1, then proceed northerly and then westerly along the precinct  
41   boundary to the intersection with Villary St., then southerly along Villary St. to the  
42   intersection with Ave. A, then easterly along Ave. A to the intersection with Hunt St., then  
43   southerly along Hunt Street to the intersection with Melvyn Dr., then easterly along Melvyn  
44   Dr. to the intersection with W 3<sup>rd</sup> St., then southerly along W 3<sup>rd</sup> St. to the intersection with  
45   Demandre St., then easterly along Demandre St. to the point of beginning. Precinct 3-  
46   1B is described as follows: Begin at the intersection of Saint Ann St. and the boundary  
47   between Precincts 4-1 and 3-1, then proceed westerly along Saint Ann St. to the  
48   intersection with Oak Tree Rd., then southerly along Oak Tree Rd. to the intersection with  
49   Woodchase Drive, which is also the boundary between Precincts 4-1 and 3-1, then proceed  
50   easterly then northerly along the precinct boundary to the point of beginning. The  
51   remainder of the original Precinct 3-1 is redesignated as Precinct 3-1.  
52

53   D. Precinct 4-1 is divided to create Precincts 4-1 and 4-1A. Precinct 4-1A is described as  
54   follows: Begin at the intersection of Main St. and the boundary between Precincts 4-1 and  
55   3-1, then proceed northerly along Main St. to the intersection with Ave. G, then easterly

56 along Ave. G to the intersection with the levee, then northerly along the levee to the  
57 intersection with Oak Rd., which is also the boundary between Precincts 4-1 and 2-1, then  
58 westerly and southerly along the precinct boundary, then southeasterly along the boundary  
59 between Precincts 4-1 and 3-1 to the point of beginning. The remainder of Precinct 4-1 is  
60 redesignated as Precinct 4-1.

61  
62 E. Precinct 4-2 is divided to create Precincts 4-2, 4-2A and 4-2B. Precinct 4-2A is described  
63 as follows: Begin at the intersection of Oak Tree Dr. and Apricot St., then proceed easterly  
64 along Apricot St. to the intersection with the Eastern Lane of LA State Hwy. 23, then  
65 northerly along LA State Hwy., 23 to the intersection with Oliver Ave., then easterly along  
66 Oliver Ave. to the intersection with Oak Tree Rd., then southerly along Oak Tree Rd. to  
67 the point of beginning. Precinct 4-1B is described as follows: Begin at the intersection of  
68 Chambers Ave. and 5<sup>th</sup> Street, which is also the boundary between Precincts 4-1 and 5-1,  
69 then proceed northerly along the precinct boundary to the intersection with an unnamed  
70 canal, then proceed northwesterly, then northerly along the canal to the intersection with  
71 Magaome Rd., then easterly along Magaome Rd. to the intersection with the boundary  
72 between Precincts 5-1 and 4-2, then proceed southerly, as it coincides first with Olson Dr.  
73 then with Ave. F, then with McDonald Ave., then to Rinard Rd., then Chambers Ave. to  
74 the point of beginning. The remainder of Precinct 4-2 is redesignated as Precinct 4-2.

75  
76 F. Precinct 5-1 is divided into Precincts 5-1 and 5-1A. Precinct 5-1A is described as follows:  
77 Beginning at the intersection of Walker Rd. and the westernmost lane of LA Hwy. 23, then  
78 proceed easterly along Walker Rd., which is also the boundary between Precincts 5-1 and  
79 6-1, then easterly along the precinct boundary to the intersection with the Parish boundary  
80 to the intersection with the Intercoastal Waterway, then northeasterly along the Intercoastal  
81 Waterway to the intersection with the boundary between Precincts 5-1 and 5-2, then  
82 easterly along the boundary to the intersection with Bayou Barriere, then southerly along  
83 the Bayou to the intersection with Buccaneer Rd., then easterly, then southeasterly along  
84 Buccaneer Rd. to the intersection with westernmost lane of LA Hwy. 23, then southerly to  
85 the point of beginning. The remainder of Precinct 5-1 is redesignated as Precinct 5-1.

86  
87 G. Precinct 5-2 is divided to create Precincts 5-2, 5-2A and 5-2B. Precinct 5-2A is described  
88 as that portion of the prior Precinct 5-2 lying south of the ship channel off of the intercoastal  
89 waterway, bounded on the east by the intercoastal waterway and on the west by Jefferson  
90 Parish. Precinct 5-2B is described as follows: Begin at the intersection of the Barrier  
91 Canal and Good News Ave., then proceed southeasterly along Good News Ave. to the  
92 intersection with I St., then proceed northly along I St. to the intersection with the  
93 southernmost lane of LA Hwy. 23, which is also the boundary between Precincts 5-2 and  
94 2-2, then northwesterly along the boundary to the intersection with Barrier Canal, then  
95 southerly along the canal to the point of beginning. The remainder of Precinct 5-2 is  
96 redesignated as Precinct 5-2.

97  
98 H. Precinct 6-1 is divided to create Precincts 6-1, 6-1A and 6-1B. Precinct 6-1A is described  
99 as follows: Begin at the intersection of Intrepid Dr. and Yorktown Lane, then proceed  
100 northeasterly along Yorktown Lane which is the boundary between Precincts 6-1 and 4-2,  
101 continuing along such boundary southeasterly, then southerly along Enterprise St., then  
102 continuing along the boundary as it becomes Rue Perez, then continuing along the  
103 boundary as it becomes Russell Dr., then continuing easterly along the boundary to the  
104 Mississippi River, then proceeding southerly along the boundary to the intersection of the  
105 Mississippi River and Sewer Plant Rd., then westerly along Sewer Plant Rd. to the  
106 intersection of the boundary between precincts 5-1 and 6-1, then northerly along the  
107 boundary, then westerly along the boundary, then southerly along the boundary, then  
108 easterly along the boundary, the northwesterly along the boundary, the westerly along the  
109 boundary, then northwesterly along the boundary, the northerly along the boundary as it  
110 becomes Rinard Ave., then northerly along the boundary, then easterly along the boundary,  
111 then northerly along the boundary as it becomes Midway Dr., then becomes Intrepid Drive,  
112 then northwesterly along Intrepid Dr. to the point of beginning. Precinct 6-1B is described  
113 as follows: Begin at the intersection of E. Walker Road and the boundary between Precincts  
114 5-1 and 6-1, then westerly along E. Walker Rd and the precinct boundary, then southerly  
115 along the boundary, then westerly along the boundary, to the intersection of the precinct  
116 boundary of Precinct 6-1 and the Parish boundary, then southerly along the boundary to  
117 the intersection with the boundary between Precincts 6-1 and 6-2, then southerly along the

118 boundary, then easterly along the boundary, then northerly along the boundary, then  
119 easterly along the boundary as it becomes Sarah Canal to the intersection with LA Hwy.  
120 23, then northerly along LA Hwy. 23 to the point of beginning. The remainder of Precinct  
121 6-1 is redesignated as Precinct 6-1  
122

123 I. Precinct 6-2 is divided to create Precincts 6-2, 6-2A and 6-2B. Precinct 6-2A is described  
124 as follows: Begin at the intersection of the boundary between Precincts 6-1 and 6-2 and  
125 Bayou Baratavia, then proceed southwesterly along the Bayou to the intersection with the  
126 Parish boundary, then southerly along the Parish boundary to the intersection with the  
127 boundary between Precincts 6-2 and 8-1, then easterly along the boundary to the  
128 intersection with Ollie Canal, and continue northeasterly then northwesterly along Ollie  
129 Canal to the intersection with the boundary between Precincts 6-1 and 6-2, then westerly  
130 and then northerly along the boundary to the point of beginning. Precinct 6-2B is  
131 described as follows: Begin at the intersection of Adam Dr. and Jason Dr. then proceeding  
132 northly on Jason Dr. to the intersection with Maud Olive Dr., then easterly on Maud Olive  
133 Dr. to the intersection with the westernmost lane of LA Hwy. 23, then southerly along LA  
134 Hwy. 23 to the intersection with Adam Dr., then westerly along Adam Dr. to the point of  
135 beginning. The remainder of Precinct 6-2 is redesignated as Precinct 6-2.  
136

137 J. Precinct 8-1 is divided to create Precincts 8-1 and 8-1A. Precinct 8-1A is described as  
138 follows: Begin at the intersection of Ranatza Rd. and the Railroad, then proceed easterly  
139 along Ranatza Rd., which is also the boundary between Precincts 8-1 and 6-2, then continue  
140 southerly along the precinct boundary to the intersection with the boundary between  
141 Precincts 8-1, 6-2 and 7-1, then easterly along the boundary between Precincts 8-1 and 7-  
142 1 to the intersection with the easternmost lane of LA Hwy. 23, then northerly along LA  
143 Hwy. 23 to the intersection with Brooks Lane, then easterly along Brooks Lane to the  
144 intersection with the Railroad, then northerly along the Railroad to the point of beginning.  
145 The remainder of Precinct 8-1 is redesignated as Precinct 8-1.  
146

147 K. Precinct 8-2 is divided to create Precincts 8-2 and 8-2A. Precinct 8-2A is described as  
148 follows: Begin at the intersection of Paul Dr. and Levee Rd., then proceed southerly along  
149 Paula Dr., which is the boundary between Precincts 7-2 and 8-2, then continue easterly and  
150 southerly along the precinct boundary to the intersection with the an unnamed canal, then  
151 southeasterly along the canal to another unnamed canal, then northly along the canal to the  
152 intersection with the northernmost lane of LA Hwy. 23, then easterly along LA Hwy. 23  
153 to the intersection with Edgecombe Lane, then northeasterly along Edgecombe Lane to the  
154 intersection with Hwy. 11, then northerly along Hwy. 11 to the intersection with Lincoln  
155 Dr., then northerly along Lincoln Dr. to the intersection with Levee Rd., then westerly  
156 along Levee Rd. to the point of beginning. The remainder of Precinct 8-2 is redesignated  
157 as Precinct 8-2.  
158

159 L. The Precincts created hereby shall be utilized for all purposes related to the elections to be  
160 held in the Parish of Plaquemines in the Fall of 2022 and thereafter until changed .  
161  
162

## 163 SECTION 2

164

165 The redistricting plan entitled Plaquemines Plan 2022, as described below and more specifically  
166 depicted in the shape files and block equivalency files submitted to the Louisiana Secretary of  
167 State, be and is hereby adopted and such plan shall be utilized for the regularly scheduled elections  
168 in the Fall of 2022 for the Plaquemines Parish Council, in accordance with Louisiana law.  
169

### 170 **DISTRICT 1**

171 District 1 consists of the entirety of precincts **1-1, 1-2, 1-3 and 6-1A**.  
172

### 173 **DISTRICT 2**

174 District 2 consists of the entirety of precincts **2-1, 2-2A and 4-1A**.  
175

### 176 **DISTRICT 3**

177 District 3 consists of the entirety of precincts **3-1A, 4-2A and 5-2B**.  
178  
179

180 **DISTRICT 4**

181 District 4 consists of the entirety of precincts **3-1A, 3-1B, 4-1 and 4-2.**

182

183 **DISTRICT 5**

184 District 5 consists of the entirety of precinct **2-2 and 5-2.**

185

186 **DISTRICT 6**

187 District 6 consists of the entirety of precincts **4-2B, 5-1, 6-1 and 6-2.**

188

189 **DISTRICT 7**

190 District 7 consists of the entirety of precincts **7-1, 7-2, 8-1A and 8-2A.**

191

192 **DISTRICT 8**

193 District 8 consists of the entirety of precincts **5-1A, 5-2A, 6-1B, 6-2A, 6-2B, 8-1 and 8-2.**

194

195 **DISTRICT 9**

196 District 9 consists of the entirety of precincts **8-3, 9-1 and 9-2.**

197

198 **SECTION 3**

199

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

ORDINANCE NO. 22-

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

1           An Ordinance to amend the 2022 Library Services Fund, Operating Expenditure  
2           Budget, Libraries-General Department; and otherwise to provide with respect  
3           thereto.

4   WHEREAS, after a review of the operating expenditure budget for the Library Department, an  
5   amendment is necessary;

6   NOW, THEREFORE:

7   BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

SECTION 1

9   The 2022 Library Services Fund, Operating Expenditure Budget, Libraries-General Department,  
10   is amended by appropriating \$82,600 from the Library Services Fund Unreserved/Undesignated  
11   Fund Balance as follows:

<b>Fund:</b> 006 Library Services Fund			
<b>Dept/Div:</b> 675-4240 Libraries-General Department			
<b>Object</b>	<b>Description</b>	<b>Inc/Dec</b>	<b>Amendment</b>
521.305	Subscriptions-Newspapers, etc.	Inc	2,000
535.105	Technical Services-Internet	Inc	6,000
528.105	Maintenance-Light Vehicles	Inc	2,000
541.020	Supplies-Postage	Inc	100
541.080	Supplies-Educational/Rec/Cultural	Inc	1,500
541.240	Supplies-Food	Inc	1,000
563.105	Office Equip-Computer Software	Inc	2,000
564.210	Reference-Public Library Books	Inc	20,000
564.220	Reference-Public Library Films	Inc	8,000
568.505	Property-Major Repairs	Inc	40,000

SECTION 2

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

ORDINANCE NO. 22-

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

1           An Ordinance to amend the 2022 General Fund, Operating Expenditure Budget,  
2           Legal Judgments Department, for final judgment settlements of outstanding legal  
3           settlement cases; and otherwise to provide with respect thereto.

4   WHEREAS, \$112,306 is needed for final judgment settlements of outstanding legal settlement  
5   cases vs The Parish of Plaquemines; and,

6   WHEREAS, amending the 2022 General Fund, Operating Expenditure Budget, Legal Judgments  
7   Department, by appropriating \$112,306 is requested;

8   NOW, THEREFORE:

9   BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

SECTION 1

11   The 2022 General Fund, Operating Expenditure Budget, Legal Judgments Department, is amended  
12   by appropriating \$112,306 from \_\_\_\_\_, as follows:

<b>Fund:</b> 001 General Fund			
<b>Dept/Div:</b> 431-2182 Legal Judgments Department			
<b>Object</b>	<b>Description</b>	<b>Inc/Dec</b>	<b>Amendment</b>
529.010	Legal Settlements General	Inc	112,306

SECTION 2

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

ORDINANCE NO. 22-

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

1           An Ordinance creating a temporary moratorium on new residential subdivisions,  
2           residential re-subdivisions and new zoning classification changes for residential  
3           development for six or more lots for the areas from Jesuit Bend to the boundaries  
4           between Plaquemines, Jefferson and Orleans Parishes for a period of twelve  
5           months; and otherwise to provide with respect thereto.  
6

7           WHEREAS, the areas from Jesuit Bend to the boundaries between Plaquemines, Jefferson and  
8           Orleans Parishes have experienced tremendous growth in the past several years and it is predicted  
9           that this area will continue to develop; and  
10

11           WHEREAS, this anticipated growth will add to the strain already on the Parish's existing  
12           infrastructure including, water, sewerage and drainage systems, garbage and trash pickup,  
13           ambulance service, fire protection, police protection, public school system, etc.; and  
14

15           WHEREAS, it is the desire of this Council that a temporary moratorium on new residential  
16           subdivisions, residential re-subdivisions and new zoning classification changes for six or more lots  
17           be imposed to allow this Government to review and amend existing ordinances;  
18

19           NOW, THEREFORE:

20  
21           BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:  
22

SECTION 1

23  
24  
25           It hereby imposes a temporary moratorium on new residential subdivisions, residential re-  
26           subdivisions and new zoning classification changes for six or more lots from Jesuit Bend to the  
27           boundaries between Plaquemines, Jefferson and Orleans Parishes for a period of 12 months  
28           beginning \_\_\_\_\_.  
29

SECTION 2

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32           Any applications having obtained conceptual and/or conditional approval for the development of  
33           a residential subdivision, re-subdivision, or new zoning classification changes for residential  
34           development for six or more lots on or before \_\_\_\_\_, shall be exempt from  
35           the moratorium established by this Ordinance.  
36

SECTION 3

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39           It hereby establishes a priority to study, make recommendations and implement a water and  
40           sewerage plan, including dedication of revenues to pay for said plan from Jesuit Bend to the  
41           boundaries between Plaquemines, Jefferson and Orleans Parishes.  
42

SECTION 4

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44  
45           The Secretary of this Council is hereby authorized and directed to immediately certify and release  
46           this Ordinance and that Parish employees and officials are authorized to carry out the purposes of  
47           this Ordinance, both without further reading and approval by the Plaquemines Parish Council.

ORDINANCE NO. 22-

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

1           An Ordinance to amend the 2022 General Fund, Operating Expenditure Budget,  
2           Maintenance-Davant Percy Griffin Center Department; and otherwise to provide  
3           with respect thereto.

4   WHEREAS, after a review of the 2022 Operating Expenditure Budget, an amendment is necessary  
5   for the Maintenance-Davant Percy Griffin Center Department for the total replacement of the air  
6   conditioner unit;

7   NOW, THEREFORE:

8   BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

SECTION 1

10   The 2022 General Fund, Operating Expenditure Budget, Maintenance-Davant Percy Griffin  
11   Center Department, is amended by appropriating \$120,000 from \_\_\_\_\_ as follows:

<b>Fund:</b> 001 General Fund			
<b>Dept/Div:</b> 628-3984 Maintenance-Davant Percy Griffin Center			
<b>Object</b>	<b>Description</b>	<b>Inc/ Dec</b>	<b>Amendment</b>
568.620	Property-Air Conditioners/Heaters	Inc	120,000

SECTION 2

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



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 Parish Heritage and Seafood Festival;  
4           and 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, the Cooperative Endeavor Agreement needs to be signed between the parties to  
12   protect the legitimate interests of both Plaquemines Parish Government and this non-profit  
13   organization; 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 Parish Heritage and Seafood  
18   Festival;

19  
20   NOW, THEREFORE:

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

29  
30   BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT it hereby  
31   authorizes the support of and participation in appropriation of the following from the Plaquemines  
32   Parish Government to the Plaquemines Parish Heritage and Seafood Festival for the purposes of  
33   their festival:

- 34  
35       1. Use of the Belle Chasse Government Complex Festival Grounds located at 333 F. Edward  
36       Hebert from April 29<sup>th</sup> - May 1<sup>st</sup> , 2022; and  
37  
38       2. Use of electrical, water and sewerage and trash collection at the festival grounds; and  
39  
40       3. Access to Parish assets to promote the Festival (highway notification signs).

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42  
43   BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT the  
44   Secretary of this Council is hereby authorized and directed to immediately certify and release this  
45   Resolution and that Parish employees and officials are authorized to carry out the purposes of this  
46   Resolution, both without further reading and approval by the Plaquemines Parish Council.



44 purposes of organizing and promoting the Plaquemines Parish Heritage and Seafood Festival in such  
45 a way as to promote the tourism and economic development of Plaquemines Parish.

46  
47 Recognizing that Plaquemines Parish Code of Ordinances Section 17.5-51 allows for the Parish  
48 Council pursuant to LA Revised Statute 33:3001 to appropriate funds at the sole discretion of the  
49 Parish Council when certain requirements are met, one being a Cooperative Endeavor Agreement  
50 setting the guidelines for the operation of said fair or festival; and PPG has a reasonable expectation  
51 of receiving a benefit or value from increased tax revenues and greater exposure to the rest of the  
52 world from the positive media attention received by the Plaquemines Parish Heritage and Seafood  
53 Festival. Therefore, PPG desires to cooperate with the Plaquemines Parish Heritage and Seafood  
54 Festival in encouraging local tourism, providing a showplace of the natural resources of the Parish,  
55 providing an environment for non-profit organizations to acquaint the public with their services, and  
56 fostering economic development by entering into this agreement which will satisfy one of the three  
57 listed requirements under Plaquemines Parish Code of Ordinances Section 17.5-51 allowing the  
58 Contracting Party to apply for donations per LA Revised Statute 33:3001.

59  
60 Pursuant to Plaquemines Parish Code of Ordinances, Section 17.5-51, both parties hereby agree that  
61 the Contracting Party shall occupy and use the Belle Chasse Government Complex Festival Grounds  
62 in Belle Chasse, Louisiana, for the purposes of organizing and promoting the Heritage and Seafood  
63 Festival in such a way as to also promote the tourism and economic development of Plaquemines  
64 Parish. Additionally, Plaquemines Parish Government shall provide, for the same consideration,  
65 during the actual three-day festival period, the following in-kind contributions to the success and  
66 positive economic impact of the Plaquemines Parish Heritage and Seafood Festival:

- 67
- 68 1. Use of Belle Chasse Government Complex Festival Grounds from April 29 – May 1, 2022;  
69 and
  - 70 2. Use of electrical, water, sewerage and trash collection, including thirty (35) trash cans for the  
71 grounds and the facility; and
  - 72 3. Access to Parish assets to promote the festival (highway notification signs etc.); and
  - 73 4. Use of five (5) 20 x 20 tents and a PA communications system for entertainment tent; and
  - 74 5. Use of one (1) generator (Contracting Party to pay fuel), one (1) light tower, and one (1) ATV  
75 unit; and one (1) Mustang bobcat with forks, and (2) passenger golf carts; and
  - 76 6. Use of Parish employees to assist in the set-up of the festival maintenance during the festival  
77 and take-down after the festival.
- 78

79 The Contracting Party shall have use of the Belle Chasse Government Complex Festival Grounds  
80 from April 29 - May 1, 2022, for the set-up, hosting, and take-down of the festival. The Contracting  
81 Party shall provide all set-up and take down-labor, except use of employees as agreed upon by both  
82 parties. The Contracting Party shall also be responsible for its own security. It is understood that  
83 the Contracting Party may place non-obstructive signs and other advertisements promoting the  
84 festival on parish-owned right of ways and property; providing such signs are not a danger to the  
85 public and that the Contracting Party removes same within a reasonable time after the festival.

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**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.

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

139  
140 **Confidentiality.** The above referenced work product shall be held confidential by the  
141 Contracting Party and shall not be shared with any other entity without the express consent of PPG.

142  
143 **Copyright.** No work product, including records, reports, documents, memoranda or notes  
144 obtained or prepared by the Contracting Party under this Agreement shall be the subject of any  
145 copyright or application for copyright on behalf of the Contracting Party.

146  
147 **ARTICLE VI**  
148 **NON-ASSIGNMENT**

149  
150 Contracting Party shall not assign any interest in this Agreement and shall not transfer any interest  
151 in same (whether by assignment or novation), without prior written consent of PPG. Notice of  
152 any such anticipated assignment or transfer shall be furnished promptly to PPG. Additionally,  
153 the Contracting Party shall not subcontract any work to any party without the prior written consent  
154 of PPG.

155  
156 **ARTICLE VII**  
157 **FINANCIAL DISCLOSURE**

158  
159 It is hereby agreed that the internal Auditor for PPG shall have the option of inspecting  
160 and auditing all data, records and accounts of the Contracting Party which relate to this Agreement,  
161 upon request. The Contracting Party and any subcontractors paid under this Agreement shall  
162 maintain all books and records pertaining to this Agreement for a period of four years after the  
163 date of final payment under the prime contract and any subcontract entered into under this  
164 Agreement or four years from the date of termination of the prime contract and any subcontract  
165 entered into under this Agreement, whichever is later.

166  
167 **ARTICLE VIII**  
168 **AMENDMENT**

169  
170 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid  
171 only when it has been reduced to writing and executed by all parties.

172  
173 **ARTICLE IX**  
174 **FISCAL FUNDING CLAUSE**

175  
176 In the event funds are not budgeted or appropriated in any fiscal year for payments due under  
177 this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no

178 obligation on PPG as to such current or succeeding fiscal year, and said Agreement shall become  
179 null and void, and no right of action shall accrue to the benefit of the Contracting Party, its  
180 successors or assigns for any further payments.

181

182

**ARTICLE X**

183

**TERM**

184

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

187

188

**ARTICLE XI**

189

**NON-DISCRIMINATION**

190

191 The Contracting Party agrees to abide by the requirements of the following as applicable: Titles  
192 VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972,  
193 Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the  
194 Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education  
195 Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the  
196 requirements of the Americans with Disabilities Act of 1990. Contracting Party agrees not to  
197 discriminate in its employment practices, and will render services under this contract without  
198 regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political  
199 affiliation, or disabilities. Any act of discrimination committed by Contracting Party, or failure to  
200 comply with these statutory obligations when applicable shall be grounds for termination of this  
201 Agreement.

202

203

**AMENDMENT XII**

204

**SEVERABILITY AND SAVING CLAUSE**

205

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

212

213

**ARTICLE XIII**

214

**ENTIRE AGREEMENT**

215

216 This Agreement, including any attachments that are expressly referred to in this Agreement,  
217 contains the entire agreement between the parties and supersedes any and all agreements or  
218 contracts previously entered into between the parties. No representations were made or relied  
219 upon by either party, other than those that are expressly set forth.

220 **ARTICLE XIV**  
221 **LEGAL COMPLIANCE**  
222

223 PPG shall comply with all federal, state, and local laws and regulations, including, specifically,  
224 the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*) in carrying out the provisions  
225 of this Agreement.

226  
227 **ARTICLE XV**  
228 **RELATIONSHIP OF PARTIES**  
229

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

234  
235 **ARTICLE XVI**  
236 **CHOICE OF LAW**  
237

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

242 **ARTICLE XVII**  
243 **NOTICES**  
244

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

249  
250 **PLAQUEMINES PARISH HERITAGE AND SEAFOOD FESTIVAL**  
251 **c/o Dondra Kientz**  
252 **dondrakientz@yahoo.com**  
253

254 **PLAQUEMINES PARISH GOVERNMENT**  
255 **Kirk Lepine, President**  
256 **333 F. Edward Hebert Boulevard, Building 100**  
257 **Belle Chasse, LA 70037**  
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**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 \_\_\_\_\_, 2022.

WITNESSES:

PLAQUEMINES PARISH GOVERNMENT

[Sign] \_\_\_\_\_

By: \_\_\_\_\_

[Print]

Kirk Lepine  
Parish President

[Sign] \_\_\_\_\_

Date: \_\_\_\_\_

[Print]

PLAQUEMINES PARISH HERITAGE AND  
SEAFOOD FESTIVAL

[Sign] \_\_\_\_\_

By: \_\_\_\_\_

[Print]

Its \_\_\_\_\_

[Sign] \_\_\_\_\_

Date: \_\_\_\_\_

[Print]