



JEDCO Board of Commissioners
August 25, 2022 @ 8:30 A.M.
JEDCO Administration Building - Boardroom
700 Churchill Parkway, Avondale, LA 70094
AGENDA

- I. Call to Order – Chairman Tom Gennaro**
 - Pledge of Allegiance and welcome guests
 - Approval of Board absences for July 28, 2022 and for today, August 25, 2022
 - Approval of minutes for July 28, 2022
 - Presentation by Dr. Stanton McNeely, President of University of Holy Cross
- II. Public Comments on Agenda Items**
- III. Unfinished and New Business**
 - A resolution approving the form of and authorizing the execution of a contract for professional services related to bidding and construction administration services for FP&C Project No. 36-P41-20-01 Avondale Marine Facility Improvements, Planning and Construction (the “Gate Complex Project”) with Meyer Engineers, Ltd. – **Lacey Bordelon**
 - A resolution approving and authorizing execution of an amendment and no-cost extension to the existing CEA between JEDCO and Louisiana Economic Development (LED) to provide technical assistance to Jefferson Parish commercial fishermen and other businesses in the seafood industry impacted by the COVID-19 pandemic – **Annalisa Kelly**
 - A resolution approving a Cooperative Endeavor Agreement with Coastal Communities Consulting to provide technical assistance to Seafood Enterprise Assistance (SEA) Fund Loan Program applicants – **Jennifer Lapeyrouse**
- IV. Monthly Financial Report**
 - July 2022 – **Cynthia Grows**
- V. President and CEO Report – Jerry Bologna**
- VI. Other Updates or Comments from the JEDCO Board of Commissioners**
- VII. Adjournment**

In accordance with provisions of the Americans with Disabilities Act of 1990 (ADA), JEDCO and Jefferson Parish will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you require auxiliary aids or devices or other reasonable accommodation under the ADA, submit your request to the ADA Coordinator at least 48 hours in advance of this meeting or as soon as possible. Advanced notice is required for ASI Certified Interpreters. Should you have any concerns, please contact: ADA Coordinator, Scott Rojas, 700 Churchill Parkway, Avondale, LA 70094 (504) 875-3908 or email: srojas@jedco.org Any person, who believes he or she has been subject to unlawful discrimination by JEDCO, the Parish, any Parish officer or employee based on past or current disability, or his or her association with a person with a disability, may submit the grievance, in writing, to JEDCO’s designated Americans with Disabilities Act (ADA) Coordinator, contact information above.



JEDCO Executive Committee
July 28, 2022 @ 8:30 A.M.
JEDCO Administration Building - Boardroom
700 Churchill Parkway, Avondale, LA 70094

MINUTES

- Call to Order:** 8:30 a.m.
- Attendance:** Chairman Tom Gennaro, Jimmy Baum, Lloyd Clark, Joe Ewell, Josline Frank, Lesha Freeland, Larry Katz, Jim Martin, Mayra Pineda, Gene Sausse
- Staff:** Jerry Bologna, Lacey Bordelon, Janet Galati, Cynthia Grows, Annalisa Kelly, Scott Rojas, Kelsey Scram, Penny Weeks, Kate Wendel
- Absences:** Teresa Lawrence, Stephen Robinson
- Attorney:** Colin Cisco, Jefferson Parish
- Guests:** Tom Yura and JoLena Broussard, Cornerstone Chemical Company

I. Call to Order – Chairman Tom Gennaro

- **Approval of Board absences for today** – Larry Katz motioned, seconded by Mayra Pineda to excuse Stephen Robinson. The motion passed unanimously.
- **Approval of minutes for June 30, 2022** – Lesha Freeland motioned, seconded by Joe Ewell to approve the minutes. The motion passed unanimously.
- **Cornerstone Chemical Company updates**
Mr. Tom Yura, Chief Operating Officer, provided an overview of Cornerstone’s operations stating that the Cornerstone Energy Park is home to industrial producers who work both separately and interdependently to produce high quality products shipped from Louisiana to global markets. The facility manufactures acrylonitrile, melamine, sulfuric acid and urea. Some of the key takeaways from the presentation included:
 - \$3B in assets located on 800 acres in Waggaman, LA
 - Over 800 direct employees and full-time contractors
 - Estimated \$1B per year economic impact
 - Estimated \$750M per year of raw materials, capital equipment and supplies purchased locally
 - Estimated \$260M per year in wages to local residents
 - Top Ten employer in Jefferson Parish

II. Public Comments on Agenda Items

There were no public comments.

III. Unfinished and New Business

- **Approval of JEDCO 2023 Proposed Budget – Cynthia Grows**

Joe Ewell motioned, seconded by Josline Frank to approve the 2023 Proposed Budget as amended from the floor (EDGE Fund Balance). The motion passed unanimously.

IV. Monthly Financial Report

- **June 2022 – Cynthia Grows**

Mayra Pineda motioned, seconded by Josline Frank to approve the report as presented. The motion passed unanimously.

V. President and CEO Report – Jerry Bologna

- Congratulations to Annalisa Kelly, JEDCO Director of Strategic Initiatives and Policy. Ms. Kelly was recognized at a special reception for the 2022 Class of Biz New Orleans.
- In August 2022, JEDCO will onboard two new staff members – an Administrative Assistant and an Economic Development Specialist.
- On August 8th, Dyno Nobel will host a meeting with its new Board members. Jerry will attend the introductory meeting.
- Jerry is working out the details to accept a donation from Mr. Henry Shan for a new sculpture for Churchill Park.

VI. Other Updates or Comments from the JEDCO Board of Commissioners

Commissioner Mayra Pineda announced that the Hispanic Chamber's Excelencia Gala is scheduled for September 16th. The event will consist of a Dinner Dance with Silent Auction and Raffle to be held at the Hyatt Regency New Orleans.

VII. Adjournment – Lloyd Clark motioned, seconded by Josline Frank to adjourn.

Josline Gosserand Frank

JEDCO Secretary

JEDCO Minutes for July 28, 2022



MEMORANDUM

DATE: August 18, 2022

TO: JEDCO Board of Commissioners

FROM: Jerry Bologna, President & CEO
via Lacey Bordelon, Vice President & COO

SUBJECT: Resolution approving and authorizing the execution of a contract for professional services related to the bidding and construction administration services for FP&C Project No. 36-P41-20-01 Avondale Marine Facility Improvements, Planning and Construction (the "Gate Complex Project") with Meyer Engineers, Ltd.

Background:

On February 10, 2021 JEDCO entered into a Cooperative Endeavor Agreement with the State of Louisiana ("State CEA") regarding the funding and construction of certain Avondale Marine Facility Improvements, Planning and Construction, FP&C Project No. 36-P41-20-01 constituting a gate complex (the "Gate Complex Project"). The Gate Complex Project is a key component to other site upgrades that have been completed by Avondale Marine or are already in progress, including reconnecting to the Union Pacific railway, rehabilitation and repurposing the deep-water dock facilities and other enhancements, and will serve to further reposition the 240+ acre property for commercial and industrial development as a 21st century global logistics hub and manufacturing center having a far-reaching economic impact in terms of business generation, capital investment and job creation.

Since JEDCO executed the State CEA regarding the Gate Complex Project, JEDCO and Avondale Marine developed and executed a Cooperative Endeavor Agreement ("AM CEA") on March 31, 2022 that established certain terms and conditions to govern JEDCO's and Avondale Marine's respective rights and responsibilities relative to the Gate Complex Project and servitude, and a Grant of Servitude by Marrero Land and Improvement Association Limited in favor of JEDCO on March 25, 2022 that established a servitude on the property for JEDCO's, JEDCO's contractors', and Avondale Marine's access to the servitude property for the construction and operation of the Gate Complex Project.

Some of the obligations of Avondale Marine within the AM CEA are to provide JEDCO with a complete scope of work for bid documents and contracts related to the construction of the gate complex, and to approve any and all bid documents and contracts prior to the release and execution of same by JEDCO. Additionally, Avondale Marine is responsible for monitoring construction activities and keeping JEDCO apprised of progress and status of construction, and for reviewing contractor invoices for accuracy and approving the invoices for JEDCO's submittal to the state for payment. Furthermore, Avondale Marine must ensure that its efforts related to the Gate Complex Project meet Louisiana Non-State Entity Capital Outlay Guidelines.

Over the past several months, Avondale Marine has been working with an engineering and construction management firm, Meyer Engineers, Ltd. ("Meyer"), to design the gate complex and to provide their expertise and assistance with all aspects of the bidding process, bidding and contractual documents, and

construction of the gate complex. Therefore, JEDCO, as recipient of state capital outlay dollars and owner of the Gate Complex Project, has developed a contract with Meyer Engineers, Ltd. for these purposes.

Discussion:

As JEDCO is the recipient of the state capital outlay funds for this project, JEDCO is the entity that is ultimately responsible for meeting all requirements imposed by the state for usage of the funds, including establishing a servitude on the property in favor of JEDCO for the construction and operation of the gate complex, issuing bid documents for construction of the gate complex, hiring contractors to construct the project, ownership of the gate complex, submitting contractor invoices to the state for draw-down on the capital outlay funds, ensuring the project meets all requirements of the state for non-state entities utilizing capital outlay dollars for projects. However, JEDCO has been advised by the state's Facility Planning and Control (FPC) Project Manager to engage a private firm(s) having the expertise required to see the project through to completion.

Meyer Engineers has a wealth of experience serving in the same capacity for the Gate Complex Project as other state capital outlay-funded projects and with complying with non-state entity capital outlay guidelines. Some recent examples of such projects include the Port of Louisiana Administration Building in Reserve, LA (\$9,600,000), Sewer Lift Station Repairs in Independence, LA (\$220,000), and Woodmere Playground Improvements in Harvey, LA (\$2,900,000).

The cost of JEDCO's contract with Meyer Engineers will be paid with state capital outlay dollars allocated for the Gate Complex Project. The cost of the contract is a fixed engineering fee of \$55,638, which covers Meyer Engineer's services related to the bidding and contract phase (\$6,955), construction administration (\$41,728), and construction closeout (\$6,955). Avondale Marine has reviewed and given their approval for the contract budget amount. Any increase in the contract not-to-exceed amount would require an amendment to the contract approved by the JEDCO Board of Commissioners or Executive Committee.

Recommendation:

The proposed contract with Meyer Engineers, Ltd. will be beneficial to JEDCO who is ultimately responsible for all aspects of this state-funded project and to Avondale Marine as the intended operator of the gate complex given Meyer Engineers' vast experience designing projects and providing bidding and construction administration services for the construction of their designed projects, as well as work on projects that are funded with state capital outlay dollars.

JEDCO staff recommends approval of the attached resolution, which approves the form of and authorizes the execution of the contract with Meyer Engineers, Ltd. in substantially in the form attached as Exhibit A.

Attachments: (1) JEDCO Resolution
(2) Exhibit A – Contract for professional services related to the bidding and construction administration services for FP&C Project No. 36-P41-20-01 Avondale Marine Facility Improvements, Planning and Construction (the "Gate Complex Project") with Meyer Engineers, Ltd.

**JEFFERSON PARISH ECONOMIC DEVELOPMENT
AND PORT DISTRICT
August 25, 2022**

The following resolution was offered by _____
and seconded by _____ :

RESOLUTION

A resolution approving the form of and authorizing the execution of a contract for professional services related to bidding and construction administration services for FP&C Project No. 36-P41-20-01 Avondale Marine Facility Improvements, Planning and Construction (the "Gate Complex Project") between the Jefferson Parish Port District, formally known as the Jefferson Parish Economic Development and Port District, and Meyer Engineers, Ltd.

WHEREAS, JEDCO is a body politic and political subdivision of the State of Louisiana, created in the Parish of Jefferson, under and pursuant to the provisions of Chapter 20, Title 34 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 34:2021 *et seq.*) (the "JEDCO Act"), with the mission to proactively influence the economy through the retention and creation of quality jobs, entrepreneurship and investment in Jefferson Parish; and

WHEREAS, JEDCO entered into a cooperative endeavor agreement (the "State CEA") dated February 10, 2021 with the State of Louisiana regarding certain Avondale Marine Facility Improvements, Planning and Construction, FP&C Project No. 36-P41-20-01 constituting a gate complex (the "Gate Complex Project"); and

WHEREAS, JEDCO entered into a cooperative endeavor agreement with Avondale Marine ("AM") on March 31, 2022 that, among other things, established certain obligations of Avondale Marine relative to the Gate Complex Project, including to provide JEDCO with a complete scope of work for bid documents and construction contracts, to approve any and all bid documents and contracts prior to the release and execution of same by JEDCO, to monitor construction activities and keep JEDCO apprised of progress and status of construction, to review contractor invoices for accuracy and approve the invoices for JEDCO's submittal to the state for payment, and to ensure that AM's efforts related to the Gate Complex Project meet Louisiana Non-State Entity Capital Outlay Guidelines; and

WHEREAS, AM engaged a Jefferson Parish-based engineering firm, Meyer Engineers, Ltd., to design the gate complex and, due to the firm's experience in construction management and administration as well as its understanding of the project, would like Meyer Engineers, Ltd. to provide assistance with the bidding and contracting process for the project and construction administration; and

WHEREAS, Meyer Engineers, Ltd. has vast experience in construction management and administration for state capital outlay-funded project and with complying with non-state entity capital outlay guidelines;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jefferson Parish Economic Development and Port District that the President & CEO, Chairman and/or Vice-Chair, are hereby authorized to execute the Contract for Professional Services Related to Bidding and Construction Administration Services for FP&C Project No. 36-P41-20-01 Avondale Marine Facility Improvements,

Planning and Construction (the “Gate Complex Project”) Between the Jefferson Parish Port District, Formally Known As Jefferson Parish Economic Development and Port District, and Meyer Engineers, Ltd. in substantially the form attached to this resolution as Exhibit A.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

ABSTAINING:

And the resolution was declared adopted on this 25th day of August 2022.

Attested by:

Josline Gosserand Frank
JEDCO Secretary

**CONTRACT FOR PROFESSIONAL SERVICES RELATED TO BIDDING AND
CONSTRUCTION ADMINISTRATION SERVICES FOR FP&C PROJECT NO. 36-P41-20-01
AVONDALE MARINE FACILITY IMPROVEMENTS, PLANNING AND CONSTRUCTION (THE
“GATE COMPLEX PROJECT”) BETWEEN THE JEFFERSON PARISH PORT DISTRICT,
FORMALLY KNOWN AS THE JEFFERSON PARISH ECONOMIC DEVELOPMENT AND
PORT DISTRICT, AND MEYER ENGINEERS, LTD.**

This Agreement is made and entered into on this ____ day of ____ 2022 by and between the JEFFERSON PARISH PORT DISTRICT, FORMALLY KNOWN AS JEFFERSON PARISH ECONOMIC DEVELOPMENT AND PORT DISTRICT, represented by Tom Gennaro, its chair (“JEDCO”) and Meyer Engineers, Ltd. an Engineering Firm licensed in the State of Louisiana, hereinafter called the (“CONTRACTOR”).

I. Administration of Agreement

All work, as defined below, shall be under the direction of JEDCO’s Director of Facilities and Information Technology (“DIRECTOR”), to whom all related activities, documents, and materials shall be submitted. All approvals and administration of this AGREEMENT shall be through said individual.

II. Scope of Services/Deliverables

CONTRACTOR will be required to furnish all necessary labor, supervision, materials, equipment and supplies to satisfactorily provide services under this contract. During the term of this AGREEMENT, CONTRACTOR shall provide services and deliverables as documented in Exhibit A attached hereto and made a part hereof (the “Project”). JEDCO shall pay CONTRACTOR for the successful completion of the scope of services in accordance with the payment schedule and amounts as documented in Exhibit A.

The CONTRACTOR shall perform its services consistent with the professional skill and care ordinarily provided by design professionals practicing in the same or similar locality under the same or similar circumstances. The CONTRACTOR shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

CONTRACTOR has familiarized itself with the nature and extent of the Project and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

CONTRACTOR has familiarized itself with physical conditions at the site or otherwise, affecting cost, progress or performance of the work and no additional examinations, investigations, tests, reports and similar data are or will be required by CONTRACTOR for such purposes.

CONTRACTOR shall remedy any defect due to faulty material or workmanship and pay for any damages resulting therefrom, which shall appear within a period of five years from JEDCO’s acceptance of the work.

If JEDCO desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and JEDCO and the CONTRACTOR shall mutually agree upon the period of time within which services for each part of the Project shall be performed. The CONTRACTOR will be

given time extensions for delays beyond their control or for those caused by tardy approvals of work by JEDCO, but no additional compensation shall be allowed for such delays.

III. Records, Accounts and Reports

3.1 **Books and Records.** CONTRACTOR shall maintain adequate books of account with respect to its services, in accordance with generally accepted accounting principles. CONTRACTOR shall permit JEDCO and JEDCO's agents from time-to-time to inspect, copy, and audit during CONTRACTOR'S normal business office hours the books and records pertaining to the services provided under this AGREEMENT. Any audit or inspection shall be by written notice from JEDCO to CONTRACTOR. JEDCO's right to audit, inspect, and make copies of CONTRACTOR's records that pertain to the services provided under this Agreement shall be at the sole expense of JEDCO.

3.2 **Periodic and/or Annual Reports.** At any time, JEDCO may request that the CONTRACTOR, with the minimum of ten (10) days written notice, prepare and/or produce a report of the results of operations, as it pertains to this AGREEMENT, in the previous fiscal year prepared in accordance with generally accepted accounting principles. The report must be prepared and certified by an independent certified public accounting contractor. (For purposes of this AGREEMENT, each "fiscal year" begins on January 1 and ends on December 31 of the same year.)

IV. Personnel

4.1 **Employees.** CONTRACTOR shall employ and supervise personnel with appropriate qualifications and experience and in sufficient numbers to provide all services required under this AGREEMENT. All persons engaged by CONTRACTOR shall be the sole and exclusive employees of CONTRACTOR and shall be paid by CONTRACTOR. CONTRACTOR shall pay all applicable social security, unemployment, workers' compensation and other employment taxes.

4.2 **Appropriate Personnel.** CONTRACTOR shall provide only trained personnel. CONTRACTOR'S employees shall conduct themselves at all times in a proper and respectful manner in accordance with JEDCO's employee policy. If JEDCO determines that any employee of the CONTRACTOR is unsatisfactory in any material respect, JEDCO may request CONTRACTOR to exclude the employee or employees from Work under this contract.

4.3 **Substitution of Personnel.** If, during the term of the contract, CONTRACTOR cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification are to be submitted to JEDCO for approval prior to any personnel substitution. It shall be acknowledged by CONTRACTOR that every reasonable attempt shall be made to assign the personnel listed in CONTRACTOR's proposal.

4.4 **Non-Discrimination.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, creed, sex, color or national origin.

V. Assignment

Neither JEDCO nor the CONTRACTOR shall assign, sell, transfer or otherwise convey any interest in this AGREEMENT, including any monies due or to become due to the CONTRACTOR under the contract, without the prior written consent of the other, nor without the consent of any surety unless the surety has waived its right to notice of assignment. Unless specifically stated to

the contrary in any written consent, no assignment, sale, transfer, or conveyance will act as a release or discharge of a party from any duty or responsibility under this AGREEMENT.

VI. Use of Subcontractors

If the CONTRACTOR intends to use the services of subcontractors to meet the goals, objectives and strategies for each deliverable, the CONTRACTOR shall:

- (a.) Not engage the services of any subcontractor(s) without the prior written approval of JEDCO.
- (b.) Furthermore, the CONTRACTOR shall not substitute any subcontractor(s) without the prior written approval of JEDCO.
- (c.) Should CONTRACTOR obtain JEDCO approval to engage or substitute subcontractor(s) services to perform its obligations under this AGREEMENT, CONTRACTOR shall require that the subcontractor(s) comply with all terms of this AGREEMENT, including but not limited to the insurance provisions hereunder. The engagement or substitution of a subcontractor(s) shall not serve to release or discharge CONTRACTOR from any of its duties or responsibilities under this AGREEMENT.

VII. Termination or Suspension

JEDCO may terminate this contract for cause based upon the failure of the CONTRACTOR to comply with the terms and/or conditions of the contract; provided that JEDCO shall give the CONTRACTOR written notice specifying the CONTRACTOR's failure unless otherwise specified in this Agreement. If within ten (10) days after receipt of such notice, the CONTRACTOR shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then JEDCO may, at its option, place the CONTRACTOR in default and the contract shall terminate on the date specified in such notice. The CONTRACTOR may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of JEDCO to comply with the terms and conditions of this contract; provided that the CONTRACTOR shall give written notice specifying JEDCO's failure. If ten (10) days after receipt of such notice, JEDCO shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then CONTRACTOR may, at its option, place JEDCO in default and the contract shall terminate on the date specified in such notice.

JEDCO may terminate this contract at any time for any reason by giving thirty (30) days written notice to the CONTRACTOR. After notice is given, the CONTRACTOR is entitled to payment for actual work performed prior to the notice on a pro-rata share of the basic fee based on the phase or percentage of work actually completed.

VIII. Notice

Any communications to be given hereunder concerning this AGREEMENT by either Party to the other shall be deemed to be duly given if set forth in writing and personally delivered, or by a recognized express delivery service (e.g., Federal Express, UPS, etc.) as follows:

Richard C. Meyer, P.E.
President
Meyer Engineers, Ltd.
4937 Hearst St., Ste. B
Metairie, LA 70001

Jerry Bologna
President & CEO
JEDCO
700 Churchill Parkway
Avondale, LA 70094

or to such other person or address as may be designated by the Parties by written notice given pursuant hereto.

Written notices hereunder shall be effective upon first receipt as evidenced by written record of delivery; however if received after close of business then notice shall be deemed received on the next business day.

IX. Independent Contractor

While in the performance of services or carrying out the obligations under this AGREEMENT, CONTRACTOR shall be acting in the capacity of independent contractor and not as employee of JEDCO, and not as partner of, or joint venturer of JEDCO. JEDCO shall not be obliged to any person, contractor or corporation for any obligations of CONTRACTOR arising from the performance of their services under this AGREEMENT.

The parties hereto acknowledge and agree that JEDCO shall not:

- (a) withhold federal or state income taxes;
- (b) withhold federal social security tax (FICA);
- (c) pay federal or state unemployment taxes for the account of CONTRACTOR; or
- (d) pay workman's compensation insurance premiums for coverage for CONTRACTOR.

CONTRACTOR agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes.

CONTRACTOR agrees to indemnify and hold JEDCO harmless from any and all federal, state or local tax liability, including but not limited to income taxes, interest and penalties, resulting from JEDCO'S treatment of CONTRACTOR as an independent contractor. CONTRACTOR further agrees to reimburse JEDCO for any and all costs JEDCO incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

X. Statutory Employer Relationship

Only and strictly with regard to claims by employees of CONTRACTOR or its subcontractors against JEDCO, in connection with work performed in the State of Louisiana, the Parties acknowledge that performance of any work by CONTRACTOR constitutes their recognition and agreement that a statutory employer relationship as envisioned by La. R.S. § 23:1061, as amended, exists between CONTRACTOR and JEDCO. Such statutory employer relationship applies to direct, borrowed, special or statutory employees of CONTRACTOR and its subcontractors. The Parties further acknowledge that the work to be performed under this AGREEMENT is an integral part of, or essential to, the ability of JEDCO to generate its goods, products or services.

XI. Insurance

CONTRACTOR shall secure and maintain at its expense such insurance that will protect it, JEDCO from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this AGREEMENT. CONTRACTOR shall secure and maintain professional liability insurance that will protect it from claims arising out of its professional services provided under this AGREEMENT, whether the services are provided by CONTRACTOR, its agents, representatives, employees

and/or by any subcontractors retained by CONTRACTOR in relation to the services provided under this AGREEMENT. CONTRACTOR shall maintain Automobile Liability insurance including coverage for all owned, hired, leased and non-owned automobiles. All certificates of insurance shall be furnished to JEDCO prior to the commencement of services under this AGREEMENT and shall provide that insurance shall not be canceled without thirty (30) days prior notice of cancellation given to JEDCO in writing, on all of the required coverage provided to JEDCO.

A. ALL POLICIES AND CERTIFICATES OF INSURANCE OF THE CONTRACTOR SHALL CONTAIN THE FOLLOWING CLAUSES:

1. CONTRACTOR's insurers will have no right of recovery or subrogation against JEDCO or their respective officers, directors and employees, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
2. JEDCO and their respective officers, directors and employees shall be named additional insureds in regards to automobile and general liability with respect to negligence by the CONTRACTOR [ISO Forms CG 20 10 (Form B)].
3. The insurance company(ies) issuing the policy or policies shall have no recourse against JEDCO for payment of any premiums, deductibles or assessments under any form of policy.
4. Any and all deductible in the below described insurance policies shall be assumed by and be at the sole risk of CONTRACTOR.

B. Prior to the execution of this AGREEMENT, CONTRACTOR shall provide at its own expense proof of the following insurance coverage required by the contract to JEDCO by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best Rating of no less than A-VI.

1. Workers' Compensation as required law and Employer's Liability with limits no less than \$1,000,000 per occurrence when work is to be over water and involves maritime exposures, otherwise this limit shall be no less than \$500,000 per occurrence.
2. General Liability (bodily injury and property damage) on an occurrence basis in an amount not less than \$5 million per occurrence and at least \$5 million in the general aggregate.
3. Professional Liability Coverage with limits no less than \$2,000,000 per claim or \$2,000,000 in the aggregate.
4. Automobile Liability insurance shall include coverage for automobile contractual coverage. The combined single limit for bodily injury and property damage liability shall be not less than \$1,000,000 for any one accident or loss.

5. Excess or umbrella liability coverage in an amount not less than \$5,000,000 per occurrence or \$5,000,000 in the aggregate.

All policies of insurance shall meet the reasonable requirements of JEDCO prior to the commencing of any work. JEDCO has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall be or becomes unsatisfactory to JEDCO as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to JEDCO, CONTRACTOR shall promptly obtain a new policy, submit the same to JEDCO for approval and submit a certificate thereof as provided above.

Upon failure of CONTRACTOR to furnish, deliver and maintain such insurance as above provided, this AGREEMENT, at the election of JEDCO may be forthwith declared suspended, discontinued or terminated. Failure of CONTRACTOR to take out and/or to maintain insurance shall not relieve CONTRACTOR from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of CONTRACTOR concerning indemnification. Notwithstanding anything to the contrary herein, CONTRACTOR's indemnification obligations under this AGREEMENT (express or implied) shall not be limited in amount or in scope of coverage to the insurance which is required by CONTRACTOR under the terms hereof.

XII. Indemnity

CONTRACTOR shall defend, indemnify and hold harmless any landowner, lessor or lessee upon whose property it provides services pursuant to the terms of this Agreement, including but not limited to, JEDCO, their respective officers, directors, partners and employees ("Indemnitees") against any and all damages or fines or penalties asserted by any party, contractor, or organization for loss of life or injury or damages to person or property, but only to the extent caused by or alleged to have been caused by any negligent acts, errors, and/or omissions by CONTRACTOR, its agents, servants, contractors, or employees, while engaged upon or in connection with the services required to be performed by CONTRACTOR under this AGREEMENT.

Further, CONTRACTOR hereby agrees to indemnify JEDCO for all reasonable expenses and attorney's fees incurred by or imposed upon JEDCO in connection therewith for any loss, damage, injury or other casualty pursuant to this section. CONTRACTOR further agrees to pay all reasonable expenses and attorney's fees incurred by JEDCO in establishing the right to indemnity pursuant to the provisions of this section.

XIII. Ownership of Work Product

Original drawings, estimates, field notes, data, research, specifications, reports, instruments of service and deliverables prepared pursuant to this AGREEMENT are the property of JEDCO whether the work for which they are made is executed or not. No material(s) produced in whole or in part under this AGREEMENT shall be subject to copyright by or on behalf of the CONTRACTOR. JEDCO shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any drawings, estimates, field notes, data, research, specifications, reports, instruments of service, deliverables or other materials prepared under this AGREEMENT. The provisions of La.

R.S. 38:2317 shall apply to this AGREEMENT, and the provisions of that section shall prevail over any conflict between this AGREEMENT and that section.

XIV. LIENS

To the extent permitted by law, CONTRACTOR hereby waives and relinquishes any lien or right of lien now existing or that may hereafter arise for work or labor performed or materials furnished hereunder to the extent of payments received from JEDCO, and, if requested by JEDCO, upon receipt of payment from JEDCO, CONTRACTOR shall execute a waiver of lien on forms supplied by JEDCO. CONTRACTOR shall pay, when due, all claims for labor, fringe benefits, materials, and/or subcontracts furnished hereunder, and will prevent the filing of any lien of mechanics or materialmen or attachments, garnishments, or suits involving the title of the property upon which the work is performed. CONTRACTOR agrees within ten (10) days after written demand is delivered to it by JEDCO, to cause the effect of any such suit or lien to be removed from any property owned, leased or utilized by JEDCO for the Project. Otherwise, JEDCO has the right, but not the obligation, to remove any such liens at CONTRACTOR's expense.

XV. General

CONTRACTOR represents that it has not employed or retained any company or person, other than a bona-fide employee working solely for the CONTRACTOR, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona-fide employees working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, JEDCO shall have the right to annul this contract without liability.

This AGREEMENT shall be binding upon the successors and assigns for the parties hereto. This AGREEMENT, being for the personal services of CONTRACTOR, shall not be assigned or subcontracted in whole or in part by CONTRACTOR as to the services to be performed hereunder without the written consent of JEDCO, which shall not be unreasonably withheld, conditioned or delayed.

Notwithstanding anything to the contrary contained in this Agreement, the CONTRACTOR and JEDCO waive special, incidental or consequential damages for claims, disputes or other matters in question arising out of tort, contract or otherwise relating to this AGREEMENT, including but not limited to loss of use or lost profits. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this AGREEMENT.

If JEDCO fails to make payments to the CONTRACTOR in accordance with this AGREEMENT, such failure shall be considered substantial nonperformance and cause for termination or, at the CONTRACTOR's option, cause for suspension of performance of services under this AGREEMENT. If the CONTRACTOR elects to suspend services, the CONTRACTOR shall give fifteen (15) days' written notice to JEDCO before suspending services. In the event of a suspension of services, the CONTRACTOR shall have no liability to JEDCO for delay or damage caused JEDCO because of such suspension of services. Before resuming services, the CONTRACTOR shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONTRACTOR's services.

Unless otherwise provided for under this AGREEMENT, JEDCO shall provide information in

a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth JEDCO's objectives, schedule, constraints and criteria.

JEDCO and CONTRACTOR shall identify in writing a representative authorized to act on their behalf with respect to the Project. JEDCO shall render decisions and approve the CONTRACTOR's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the CONTRACTOR's services.

The CONTRACTOR shall be entitled to rely on the accuracy and completeness of information furnished by JEDCO and JEDCO's consultants.

This AGREEMENT shall be deemed to be a contract made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State without regard to its conflict of law principles. The CONTRACTOR hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

This AGREEMENT represents the entire agreement between JEDCO and CONTRACTOR. This AGREEMENT may only be amended in writing by authority of JEDCO and must be signed by both JEDCO and CONTRACTOR.

This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. Signatures to this AGREEMENT transmitted by facsimile, email, portable document format (or .pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of this AGREEMENT shall have the same effect as the physical delivery of the paper document bearing original signature.

[SIGNATURES FOLLOW ON NEXT PAGE]

Signature Page for the Contract For Professional Services Related To Bidding And Construction Administration Service For The Avondale Marine Facility Improvements (the "Gate Complex Project") Between the Jefferson Parish Port District, Formally Known As The Jefferson Parish Economic Development And Port District, And Meyer Engineers, Ltd.

WITNESSES:

JEDCO

Signature: _____

BY: _____

Print:

Jerry Bologna
President & CEO

Signature: _____

Print:

WITNESSES:

MEYER ENGINEERS, LTD.

Signature: _____

BY: _____

Print:

Richard C. Meyer, P.E.
President

Signature: _____

Print:

**EXHIBIT A:
Scope of Services, Deliverables, and Schedule of Tasks/Payments**

A.I. Scope of Services/Deliverables

The scope of services described below reflects the proposal submitted at the request of JEDCO by CONTRACTOR on June 15, 2022. CONTRACTOR shall provide Bidding and Construction Administration Services to JEDCO in order to facilitate the bidding and construction of the Gate Complex Project at the Avondale Marine site. The Gate Complex Project includes the reconfiguration of the existing truck entrances and relocation of the existing weigh station along River Road (LA 541) and can generally be described as follows:

1. Rehab/Replacement of Gate 40 for entrance and exit, respectively.
2. Asphalt queuing area for two (2) trucks.
3. Relocation of scales and pouring of new concrete foundation at permanent scale location.
4. Scale house with restroom (approximately 16'x20' Prefabricated Building) with teller system for future scale.
5. Asphalt drive for proposed truck route.
6. Ornamental Fence at new entrance.
7. Chain-link fencing for site security.
8. Automatic gates at locations to be determined by the Owner.
9. Site lighting improvements.
10. Signage at Entrance/Exit and along LA541 and LA 18.
11. Drainage improvements at scale and queuing area.

The following assumptions were made by the CONTRACTOR in the programming phase to develop the scope and cost estimate:

1. All existing utilities, including drain lines, are in good working condition.
2. Pavement section to be existing base (no base improvements) and 10" of asphalt paving. (Final pavement section to be determined by Geotech)

Descriptions of specific tasks and a description of the deliverables to be provided are listed below. CONTRACTOR agrees to perform and provide the following tasks and deliverables:

CONTRACTOR shall provide all basic services required to complete the project including all necessary services described herein or usually implied as a prerequisite for performance of the services whether specifically mentioned in this agreement, including attendance by the CONTRACTOR at project conferences and public hearings.

CONTRACTOR will provide the following professional services for the Gate Complex Project:

Task 1. BIDDING PHASE:

- 1.1 Assist JEDCO in obtaining bids, attend bid opening, make tabulation and analysis of bids received, make recommendations and render assistance in award of contracts.

- 1.2 Furnish sufficient sets of plans and specifications for the bid process.
- 1.3 Prepare and distribute all necessary addenda.

Task 2. CONSTRUCTION PHASE:

- 2.1 Prepare formal contract documents for the execution of the construction contract.
- 2.2 Provide a competent Project Engineer and such assistants as may be required to administer the construction contract and to observe and inspect the materials and construction procedures at the site of the work as it progresses. This shall not include the furnishing of inspection services but shall include periodic job visits as are necessary.
- 2.3 The CONTRACTOR is not responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, except as may be expressly indicated in the Plans and Specifications prepared by the CONTRACTOR.
- 2.4 Establish construction monuments, project baseline, and benchmarks as necessary.
- 2.5 Coordinate with owners of utilities for relocation of their facilities to clear the site for construction.
- 2.6 Require and review tests of materials necessary for the project.
- 2.7 Determine contract pay quantities, including necessary materials checking.
- 2.8 Verify and approve contractor's pay estimates and submit same to DIRECTOR.
- 2.9 Prepare progress reports for the DIRECTOR when requested.
- 2.10 Prepare detailed drawings as necessary to supplement the construction drawings.
- 2.11 Review shop drawings and samples for conformance with the design concept of the project and for compliance with the result required in the contract documents.
- 2.12 Perform final inspection and make a recommendation for acceptance.
- 2.13 Verify and approve Testing Laboratory pay estimates and submit same to DIRECTOR.
- 2.14 Prepare all necessary documentation required for construction change orders.
- 2.15 Prepare written recommendation for all required changes to plans and specifications during construction.
- 2.16 Attend JEDCO Board of Commissioner or Executive Committee meetings and other meetings as necessary to discuss issues and progress associated with the project.

Task 3. RECORD DRAWINGS

- 3.1 CONTRACTOR shall furnish reproducible tracings of "RECORD" drawings, based on information provided by the construction contractor, on drafting film as specified by the DIRECTOR and on computer media acceptable to the DIRECTOR in either AutoCAD, GDS, or DXF format.

A.II. Documents

CONTRACTOR shall furnish reproducible tracings of "RECORD" drawings, based on information provided by the construction contractor, on drafting film as specified by the DIRECTOR and on computer media acceptable to the DIRECTOR in either AutoCAD, GDS, or DXF format.

The CONTRACTOR shall furnish to the DIRECTOR sufficient sets of drawings, specifications and contract documents for checking and approval at each review stage of the Project and one (1) set for JEDCO's records after receipt of bids. The CONTRACTOR shall also furnish sufficient sets of plans, specifications and contract documents for the receipt of competitive bids and the construction of the project.

All Data collected by the CONTRACTOR and all documents, notes, drawings, tracings, and files shall remain the property of the CONTRACTOR except as otherwise provided in SECTION XIII of this Agreement. The CONTRACTOR shall furnish to the DIRECTOR copies of any project documents requested by the DIRECTOR.

JEDCO shall furnish without charge all standard plans and specifications and any other information which JEDCO now has in its files which may be of use to the CONTRACTOR.

The CONTRACTOR shall use the most current version of the standard forms of documents adopted and specified by JEDCO in the performance of the Design Phase and Bidding Phase of this contract. These documents include, but shall not be limited to, the Agreement, the General and Supplementary Conditions, the Invitation to Bid, the Instruction to Bidders, bid forms, and any other related documents specified by JEDCO for a particular project. This obligation with respect to JEDCO'S contract documents is subject to the indemnity provisions contained in this Agreement. Notwithstanding anything to the contrary in this Section A.II. or in any other provision of this contract, none of the contract documents provided by JEDCO are or will become the property of the CONTRACTOR but shall remain the property of JEDCO to the extent JEDCO has a property interest therein. Unless the context otherwise requires, capitalized terms used in this paragraph with initial capitals shall have the meaning indicated for such terms in JEDCO'S contract documents.

A.III. Supplementary Services

The CONTRACTOR shall provide, when requested in writing by the DIRECTOR, supplementary services not included in the basic services.

Such supplementary services shall include the following:

- A. Soils investigations.
- B. Laboratory inspection of materials and equipment.
- C. Right-of-Way, easement and property acquisition surveys, plats, maps and documents.
- D. Any major revisions, for which the CONTRACTOR is not responsible, that are authorized by JEDCO after the completion and approval of either the preliminary or final plans and specifications.
- E. Services concerning replacement of any work damaged by fire or other causes during construction.
- F. Services made necessary by the default of the construction contractor in the performance of the construction contract.
- G. Serving as an expert witness in connection with court proceedings.
- H. Traffic Engineering.
- I. Topographic Survey.
- J. Preparation of Environmental Assessment documents and/or Environmental Permits.
- K. If all or part of the work is to be financed by a Federal or State Grant, the CONTRACTOR shall assist JEDCO in the preparation of the Grant application and with the Grant Administration.

The compensation to the CONTRACTOR for the above supplemental services, when performed by the CONTRACTOR'S forces, shall be in the form of a lump sum which is mutually agreeable to JEDCO and to the CONTRACTOR.

If the parties hereto are unable to agree on the basis of such additional work, the CONTRACTOR shall be paid on the basis of their certified and itemized salary costs plus a fee to cover overhead costs and profit in accordance with the rate schedule established in Attachment A to this contract. In each case, the work is to be initiated only upon receipt of a written work order from the DIRECTOR which must include the scope of work and a maximum fee that can be charged.

- L. Resident Inspection. If the resident inspection is required to be furnished by the CONTRACTOR, the DIRECTOR shall so direct him in writing. The CONTRACTOR shall assign personnel, acceptable to the DIRECTOR, at a fee acceptable to JEDCO. The fee shall be on the basis of the actual time of personnel used at the then currently approved hourly rates. The resident inspection may be discontinued at any time upon thirty (30) days notice by the DIRECTOR to the CONTRACTOR, in writing.

All invoices submitted covering services rendered on an hourly basis shall include time sheets showing actual hours worked by each individual, their classifications and a brief description of the work performed. All other supplemental services shall be invoiced monthly according to percentage of work completed.

Payments to the CONTRACTOR for Supplementary Services shall be made monthly upon presentation of the invoice for work performed during the preceding month.

A.IV. Budget Limitation

The construction budget for this project shall be determined by JEDCO, and the CONTRACTOR shall be advised of the budget limitation in writing by the DIRECTOR and the CONTRACTOR shall indicate his acceptance of same in writing to the DIRECTOR. Any subsequent budget revisions shall be confirmed in writing.

If, at the completion of the Preliminary or Design Phases, the CONTRACTOR does not concur with the construction budget he shall so notify the DIRECTOR, and the CONTRACTOR and JEDCO shall mutually agree on a revised construction budget prior to any work on the Design Phase.

If no bid is received within the budget limitation and a redesign of the project is required by the JEDCO, such redesign shall be accomplished by the CONTRACTOR at no additional cost to JEDCO, provided, however, if the receipt of bids is, for any reason, delayed beyond a period of six (6) months from the date of the completion of the Design Phase the amount stated as the construction budget shall be adjusted, immediately prior to the time bids are received, by use of a construction cost index acceptable to both parties of this agreement.

A.V. Payments

For all services outlined in A.II and any other services required for this project, except those in A.III, JEDCO shall pay CONTRACTOR a basic lump sum fee of \$55,638 as negotiated and agreed upon by both parties.

For each task in A.II. and any other services required for this project, the work is to be initiated only upon receipt of a written work order from the DIRECTOR which must include the scope of work and a maximum fee which can be charged. The maximum cumulative fee that can be charged for all work on this contract, including the work performed under A.III., shall not exceed \$55,638, unless increased by contract amendment approved by JEDCO.

Payment to the CONTRACTOR shall be prorated as follows:

Basic Services

Fixed Engineering Fee:	\$55,638 (LS)
Bidding and Contract Phase	\$6,955
Construction Administration	\$41,728
Construction Closeout	\$6,955

Payment to the CONTRACTOR shall become due and payable as follows:

BIDDING PHASE: Upon receipt of acceptable construction bids and the award of the construction contract within the budget limitations of the project. If, for any reason, bids are not received by JEDCO within six (6) months from the date of completion of the Design Phase, the CONTRACTOR's payment shall be adjusted to a total of 70% of the basic fee.

CONSTRUCTION PHASE: Monthly based on the percentage of the total cost of the construction work completed during the preceding month.

RECORD DRAWING: On the receipt of approved "Record Drawing" reproducibles and computer media.

A.VI. Funds

Payment to the CONTRACTOR under this contract shall be contingent upon the availability of funds as identified in the Board resolution authorizing the contract terms.

JEDCO and CONTRACTOR 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.



MEMORANDUM

DATE: August 18, 2022

TO: JEDCO Board of Commissioners

FROM: Jerry Bologna, President & CEO
via Annalisa Kelly, Director of Strategic Initiatives & Policy

SUBJECT: Resolution approving and authorizing execution of an amendment and no-cost extension to the existing CEA between JEDCO and Louisiana Economic Development (LED) to provide technical assistance to Jefferson Parish commercial fishermen and other businesses in the seafood industry impacted by the COVID-19 pandemic.

Background:

In October 2021, JEDCO entered into a Cooperative Endeavor Agreement (CEA) with Louisiana Economic Development (LED) to provide outreach and associated technical assistance to the hard-hit seafood industry in Jefferson Parish, including commercial fishermen, seafood processors, and others in the seafood industry. The CEA provides up to \$100,000 in EDA grant funds with a term starting October 1, 2021, and ending on or before December 31, 2022, and funding the following activities:

Program #1 Business Retention and Expansion (BR&E)

20 BR&E meetings with particular focus on Lafitte and Grand Isle commercial fishermen and associated seafood businesses. (80% complete.)

Program #2 Industry Partnerships and Relationship Building

Quarterly working group meetings with seafood industry representatives and economic development partners. Regular engagement with local elected officials and government partners on initiatives to support the seafood industry. (50% complete.)

Program #3 Business Attraction and Supply Chain Development

Actively work to recruit companies and developments that support critical needs in the seafood supply chain, such as packaging, cold storage, transportation/logistics, and distribution. (50% complete.)

Program #4 Community/Business Outreach

- Contract with a non-profit to provide translation services and outreach to underserved populations and businesses and provide technical assistance for applicants to the JEDCO Fishermen Fund. (25% complete.)
- Host one outreach event per year highlighting resources and the industry. (100% complete.)
- Attend the annual Louisiana Fisheries Summit to share JEDCO/State resources for businesses. (0% complete.)

JEDCO Memorandum for 8-25-22 Board of Commissioners Meeting: Resolution approving and authorizing execution of an amendment and no-cost extension to the existing CEA between JEDCO and Louisiana Economic Development (LED) to provide technical assistance to Jefferson Parish commercial fishermen and other businesses in the seafood industry impacted by the COVID-19 pandemic, page 2.

Program #5 Web Development

Developing a landing page for the Fishermen Fund and other web materials. (100% complete.)

Program #6 Advertising/Promotional Campaign

Develop and launch an advertising campaign--including print, web, radio materials--for the Fishermen Fund small business financing assistance for the seafood industry. (30% complete.)

Discussion:

One of the deliverables, under Program #4 Community/Business Outreach, is to attend the annual Louisiana Fisheries Summit to share resources for the seafood industry. Originally scheduled for March 2022, it was postponed to March 2023 due to impacts from Ida and COVID-19. JEDCO has therefore sought a no-cost extension to the term of the CEA to allow for JEDCO attendance at the annual Summit and to provide associated follow-up support following the Summit. LED has agreed to this extension and has provided an Amendment to the CEA extending the end date to June 30, 2023.

Recommendation:

This Amendment will allow JEDCO to attend an important summit rescheduled to a date that is after the end date of this current CEA, which hundreds of commercial fishermen and seafood industry businesses and partners attend. We are requesting that the JEDCO Board of Commissioners approve the attached resolution, which approves the CEA and authorizes JEDCO via its President & CEO, Jerry Bologna, to execute the Amendment to the CEA with LED and any other documents necessary to receive LED technical assistance funds.

Attachment:

- JEDCO resolution approving and authorizing execution of an amendment and no-cost extension to the existing CEA between JEDCO and Louisiana Economic Development (LED) to provide technical assistance to Jefferson Parish commercial fishermen and other businesses in the seafood industry impacted by the COVID-19 pandemic.
- Exhibit A: First Amendment to the Cooperative Endeavor Agreement between Louisiana Economic Development (LED) and JEDCO.

JEFFERSON PARISH ECONOMIC DEVELOPMENT AND PORT DISTRICT
August 25, 2022

On the motion of _____, seconded by _____,
the following resolution was offered:

RESOLUTION

Resolution approving and authorizing execution of an amendment and no-cost extension to the existing CEA between JEDCO and Louisiana Economic Development (LED) to provide technical assistance to Jefferson Parish commercial fishermen and other businesses in the seafood industry impacted by the COVID-19 pandemic.

WHEREAS Louisiana Economic Development (LED) received CARES Act funding from the Economic Development Agency (EDA) to assist Louisiana businesses affected by the COVID-19 pandemic, and in turn issued a Request for Qualifications (RFQ) in March 2021 for economic development organizations, chambers of commerce, and other traditional technical assistance provider organizations to provide technical assistance to Louisiana businesses and communities impacted by COVID-19 and the pandemic created thereby; and

WHEREAS JEDCO submitted a response to the LED RFQ proposing to provide technical assistance to the hard-hit seafood industry in Jefferson Parish, including commercial fishermen, seafood processors, and others in the seafood industry; and

WHEREAS LED selected JEDCO's proposal for award and, through a CEA, is providing JEDCO up to \$100,000 for activities eligible for reimbursement beginning October 1, 2021, and ending on or before December 31, 2022; and

WHEREAS JEDCO has used such funds for six primary areas of technical assistance: a) Business Retention and Expansion (BR&E) meetings, with particular focus on Lafitte and Grand Isle commercial fishermen and associated seafood businesses; b) Industry Partnerships and Relationship Building, including regular working group meetings with seafood industry representatives and economic development partners, and regular engagement with local elected officials and government partners on initiatives to support the seafood industry; c) Business Attraction and Supply Chain Development to recruit companies and developments that support critical needs in the seafood supply chain, such as packaging, cold storage, transportation/logistics, and distribution; d) Community/Business Outreach, including hosting at least one outreach event and contracting with a non-profit to provide translation services and outreach to underserved populations and businesses; e) Web Development of a landing page for the SEA Fund and other web materials; and f) an Advertising/Promotional Campaign for the SEA Fund small business financing assistance for the seafood industry; and

WHEREAS one of the deliverables, under Program #4 Community/Business Outreach, is to attend the annual Louisiana Fisheries Summit, originally scheduled for March 2022 but postponed to March 2023 due to impacts from Hurricane Ida and COVID-19; and

WHEREAS JEDCO has sought a no-cost extension to the end date of the CEA to allow for JEDCO attendance at the annual Summit and to provide associated follow-up support following the Summit; and

WHEREAS LED has agreed to this extension and has provided an Amendment to the CEA extending the end date at no additional cost to June 30, 2023, attached hereto as Exhibit A; and

WHEREAS Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 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 organization, corporation or individuals; and

WHEREAS Louisiana Economic Development is an Agency of the State of Louisiana, created and operating under the laws of the State of Louisiana to strengthen the state's business environment and creating a more vibrant Louisiana economy, with a mission to cultivate jobs and economic opportunity for the people of Louisiana through nine integrated economic development strategies; and

WHEREAS JEDCO is a body politic and political subdivision of the State of Louisiana and established under the Constitution and laws of the State pursuant to Chapter 20 of Title 34 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 34:2021, et seq.), with the mission to proactively influence the economy through the retention and creation of quality jobs, entrepreneurship and investment in Jefferson Parish; and

WHEREAS, LED and JEDCO have entered into this Cooperative Endeavor Agreement (CEA) to evidence their intent to cooperate and work with each other in connection with providing technical assistance to local Louisiana businesses and communities impacted by COVID-19 and the pandemic created thereby.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jefferson Parish Economic Development and Port District that:

Jerry Bologna, President & CEO, is authorized to execute an Amendment to the Cooperative Endeavor Agreement between LED and JEDCO, attached hereto as Exhibit A, to extend the term of the CEA to June 30, 2023, at no additional cost to provide technical assistance to Jefferson Parish commercial fishermen and other businesses in the seafood industry impacted by the COVID-19 pandemic, and any and all documents required to carry out the provisions of this resolution.

The foregoing resolution having been submitted to a vote, the vote hereon was as follows:

YEAS: **NAYS:** **ABSENT:**

The resolution was declared to be adopted on this the 25th day of August, 2022.

Attested by:

Josline Gosserand Frank
JEDCO Secretary

First Amendment to
COOPERATIVE ENDEAVOR AGREEMENT
between
STATE OF LOUISIANA,
DEPARTMENT OF ECONOMIC DEVELOPMENT
and
JEFFERSON PARISH ECONOMIC DEVELOPMENT AND PORT DISTRICT (JEDCO)

Be It Known, that this First Amendment to Cooperative Endeavor Agreement (First Amendment), effective as of **August 1, 2022**, has been made and entered into by and between the **LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT**, also known as **Louisiana Economic Development (LED)**, an Agency of the State of Louisiana, with offices at LaSalle Building, 11th Floor, 617 North 3rd Street, Baton Rouge, LA. 70802, and a mailing address of P. O. Box 94185, Baton Rouge, LA. 70804-9185, hereinafter referred to as “**State**”, as “**LED**”, and/or as “**Agency**”, and **JEFFERSON PARISH ECONOMIC DEVELOPMENT AND PORT DISTRICT, also known as JEFFERSON PARISH ECONOMIC DEVELOPMENT COMMISSION (JEDCO)**, a body politic and political subdivision of the State of Louisiana, created and operating under the laws of the State of Louisiana, with offices at and a mailing address of 700 Churchill Parkway, Avondale, LA. 70094, appearing herein through its duly authorized and undersigned Officer/Representative and referred to as “**JEDCO**”, as “**Contractor**” and/or as “**Provider Organization**”.

WHEREAS, the parties hereto have previously entered into a **Cooperative Endeavor Agreement** (Agreement), dated and to begin as of **October 1, 2021**, and terminating on **December 31, 2022**; and in order to better meet the needs of the parties hereto, the said parties now desire to amend, supplement and extend the date for the completion of the services and the termination date of the said Agreement, as hereinafter stated;

THEREFORE, by mutual consent and agreement, and notwithstanding any other provisions to the contrary contained in the original Cooperative Endeavor Agreement (Agreement), (any and all such contrary provisions being hereby modified so as to be consistent with this First Amendment), the aforesaid Agreement is hereby amended, supplemented and the termination and termination date are hereby extended, as follows:

In **Article III**, entitled “**Representations**”, appearing in the lower center portion of page 5 of the original Agreement, delete the **third paragraph** of the section “**Deliverables**”, and in its place substitute the following revised **third paragraph**, to read as follows:

“(3) JEDCO shall also submit to the LED Contract Monitor JEDCO’s Quarterly Progress Reports, the first of which shall be due beginning on December 31, 2021, and quarterly thereafter on March 31, June 30, September 30, and December 31 of each year during the term of this Agreement (with the final Annual Progress Report being due on **June 30, 2023**), signed by an officer or key employee of JEDCO, describing JEDCO’s services, activities and extent of the achievement of the goals and objectives of this project during the previous quarter period, as appropriate (a sample of a Progress Report form for use by JEDCO is attached hereto as “Exhibit C”, which is made a part hereof)”

In **Article VII**, entitled “**TERM AND TERMINATION**”, beginning in the center portion of page 8 of the original Agreement, in the first paragraph thereof delete the **first paragraph** of the section “**Term**”, and in its place substitute the following revised **first paragraph**, to read as follows:

“**SECTION 7.01 TERM.** The term of this Agreement shall begin on October 1, 2021, and shall extend until the completion of the project described in this Agreement, and all of the funds to be distributed by LED under this Agreement have been reimbursed to JEDCO, but not to extend beyond the date of **June 30, 2023**, except that the auditing and accounting requirements and obligations of this Agreement will survive for

one (1) year following final distribution.”

It is further understood and agreed that the language contained in this First Amendment shall supersede any language to the contrary contained in the original Cooperative Endeavor Agreement (Agreement) and its attachments; and all other terms, provisions and conditions of the original Cooperative Endeavor Agreement (Agreement) and its attachments, unless modified herein, shall remain the same, unchanged and in full force and effect.

IN WITNESS WHEREOF, this First Amendment to Cooperative Endeavor Agreement has been electronically signed by the undersigned duly authorized representative of JEDCO, for the uses, purposes, benefits and considerations herein expressed, on the date shown below, to be effective as of the effective date first stated above, after a due reading of the whole document.

JEFFERSON PARISH ECONOMIC DEVELOPMENT COMMISSION,
(JEDCO)

By: _____
(*Signature of Authorized Person*) (Date)

Printed Name: _____,

Title: _____

IN WITNESS WHEREOF, this First Amendment to Cooperative Endeavor Agreement has been electronically signed by the undersigned duly authorized representative of LED, for the uses, purposes, benefits and considerations herein expressed, at Baton Rouge, Louisiana, on the date shown below, to be effective as of the effective date first stated above, after a due reading of the whole document.

LOUISIANA DEPARTMENT OF
ECONOMIC DEVELOPMENT
(LED)

By: _____
(*Signature of Authorized Person*) (Date)

Printed Name: **Donald M. Pierson, Jr.,**

Title: **Secretary**



LED Contract Monitor:

Signature

Print Name: Robert Abboud, Assistant Director, Community Competitiveness, LED



MEMORANDUM

TO: JEDCO Board of Commissioners
FROM:  Jerry Bologna, President & CEO
via Jennifer Lapeyrouse, Finance Director 
DATE: August 25, 2022
RE: Resolution for approval of cooperative endeavor agreement with Coastal Communities Consulting to provide technical assistance to Seafood Enterprise Assistance (SEA) Fund Loan Program applicants

Background:

- In 2021, Jefferson Parish Department of Community Development awarded \$1MM to JEDCO as subrecipient of Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) to fund the Seafood Enterprise Assistance (SEA) Fund Loan Program
- To retain and assist local seafood enterprises, the SEA Fund was designed to offer credit to commercial fishermen for business expansion as commercial fishermen often lack access to traditional financing
- The SEA Fund offers relaxed credit terms and repayment options in line with the industry's seasonality
- In 2021, JEDCO received a \$100M grant from Louisiana Economic Development (LED) for the purpose of providing technical assistance to the seafood industry of Jefferson Parish
- The LED grant budget included \$25M for third party technical assistance
- JEDCO has chosen Coastal Communities Consulting (CCC) as the appropriate third party to offer technical assistance based on CCC's long-term relationship with the local commercial fishing community
- CCC has reviewed the attached cooperative endeavor agreement (EXHIBIT A) as a draft and agrees with the proposed terms

Discussion:

Items of note in the agreement:

- Contract expiration date of June 30, 2023 is based on termination date of JEDCO's CEA with LED for technical assistance
- Total contract payment is \$25,000
- Deliverables include:
 - Outreach to 50 parish-based seafood industry businesses
 - Ten (10) eligible loan packages for the SEA Fund Loan Program

Recommendation:

JEDCO staff recommends approval of the attached resolution which approves the cooperative endeavor agreement with Coastal Communities Consulting to provide technical assistance to Seafood Enterprise Assistance (SEA) Fund Loan Program applicants

Attachments (2): 1. JEDCO Board Resolution
2. Exhibit A: Cooperative Endeavor Agreement between JEDCO and CCC

**JEFFERSON PARISH ECONOMIC DEVELOPMENT
AND PORT DISTRICT
August 25, 2022**

On motion of _____, seconded by _____,
the following resolution was offered:

RESOLUTION

Jefferson Parish Economic Development and Port District (JEDCO) hereby approves the Cooperative Endeavor Agreement between JEDCO and Coastal Communities Consulting (CCC) for payment from JEDCO to CCC for the following services specific to the Seafood Enterprise Assistance (SEA Fund) Loan Program: community outreach, translation services, and technical assistance with loan application packages.

JEDCO's President & CEO is authorized to execute the Cooperative Endeavor Agreement between JEDCO and CCC and all documents required to carry out the provisions of this agreement.

The foregoing resolution having been submitted to a vote. The vote hereon was as follows:

YEAS:

NAYS:

ABSENT:

The resolution was declared to be adopted on this the 25th day of August, 2022.

Attested by:

Josline Gosserand Frank
JEDCO Secretary

Cooperative Endeavor Agreement
Between
Jefferson Parish Economic Development and Port District
And
Coastal Communities Consulting

This Agreement is made and entered into on this ____ day of _____, 2022, by and between Jefferson Parish Economic Development and Port District, hereinafter called JEDCO, represented by its President and Chief Executive Officer Jerry Bologna and duly authorized by JEDCO's Executive Committee of the Board of Commissioners to act pursuant to JEDCO Resolution adopted on August 25, 2022, and Coastal Communities Consulting, Inc. (CCC), hereinafter called ORGANIZATION, represented by Sandy Nguyen, its Executive Director; and

WHEREAS Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 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 ORGANIZATION, corporation or individuals; and

WHEREAS Art. VII, Sec. 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of the citizens of Jefferson Parish; and

WHEREAS the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS JEDCO was awarded a grant from Louisiana Economic Development (LED) in the amount of \$100,000 for the purpose of providing technical assistance to the seafood industry of Jefferson Parish; and

WHEREAS the deliverables of the grant include contracting with a non-profit organization to provide community outreach, translation services, and technical assistance with loans and other resources; and

WHEREAS Coastal Communities Consulting is a non-profit 501(c)(3) organization based in Jefferson Parish, LA, serving Southeast Louisiana's fishermen, fishing-dependent small businesses, and their families, with a successful track record of providing a suite of services to commercial fishers and other small businesses, including loan packaging, business plan development, translation services, outreach, and assistance with grant applications and other resources; and

WHEREAS JEDCO has developed the Seafood Enterprise Assistance (SEA) Fund, a revolving loan fund for the seafood industry, and seeks to broadly reach undeserved fishers in need of such funding; and

WHEREAS ORGANIZATION has the expertise, relationships, and experience to reach a wide range of fishers and seafood industry businesses in need of financing; and

WHEREAS, JEDCO desires to cooperate with the ORGANIZATION in the implementation of this Agreement as hereinafter provided;

NOW, THEREFORE, JEDCO and ORGANIZATION hereby agree as follows:

1.0 - Services - Since 2010, ORGANIZATION has provided important services for the betterment of Jefferson Parish small businesses, including business technical assistance, licensing, permitting, and compliance; credit packaging for business loans; social services; and application assistance for grants or other federal, state, local, or corporate support programs for small businesses in Vietnamese, Khmer (Cambodian), Spanish, and English. Through this Agreement, JEDCO and ORGANIZATION will formalize a contractual relationship in which these beneficial services to Jefferson Parish will continue and in which JEDCO's economic development efforts will be greatly enhanced by the expertise, resources, and regional partnerships provided by ORGANIZATION.

2.0 - Deliverables - The economic development services to be provided by ORGANIZATION are set forth in detail in "Exhibit A." Reporting shall be provided to JEDCO on a quarterly basis detailing services rendered by ORGANIZATION to JEDCO.

3.0 - Payment - In consideration of the services described above, JEDCO hereby agrees to pay the

ORGANIZATION a maximum fee of Twenty-Five Thousand Dollars (\$25,000.00). ORGANIZATION will submit accurate invoices for completed work to JEDCO on a monthly basis prior to payments being processed. Payment is contingent on the eligibility of activities as determined by Louisiana Economic Development (LED) under the Cooperative Endeavor Agreement between JEDCO and LED dated October 1, 2021.

4.0 - Term of Agreement - The term for this Agreement shall commence on the date first above written and shall continue in effect until June 30, 2023. This agreement may be extended for an additional year upon the consent of both parties and with the allocation of funds to JEDCO through an approved intergovernmental agreement.

5.0 - Termination for Cause - JEDCO may terminate this Agreement for cause based upon the failure of ORGANIZATION to comply with the terms and/or conditions of the Agreement; provided that JEDCO shall give ORGANIZATION written notice specifying ORGANIZATION's failure. If within thirty (30) days after receipt of such notice, ORGANIZATION shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then JEDCO may, at its option, place ORGANIZATION in default and the Agreement shall terminate on the date specified in such notice. JEDCO may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the ORGANIZATION to comply with the terms and conditions of this Agreement; provided that JEDCO shall give the ORGANIZATION written notice specifying the ORGANIZATION's failure and a reasonable opportunity for the ORGANIZATION to cure the defect.

6.0 - Termination for Convenience - JEDCO may terminate the Agreement at any time by giving thirty (30) days written notice to ORGANIZATION. Upon receipt of notice, ORGANIZATION shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this Agreement.

6.1 - The ORGANIZATION shall be entitled to payment for deliverables in progress to the extent work has been performed satisfactorily.

7.0 - Force Majeure - Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing and which were not caused by the fault, neglect, or negligence of the declaring party, including, but not limited to, acts of God, delays in performance resulting from and occasioned by government or the military, acts of war, hostilities, interferences of public enemies, riots, strikes, labor disputes or disturbances; epidemics; or any other cause whatsoever beyond the control of the respective parties, whether the kind enumerated or otherwise. When it becomes known to either party that any one of the aforementioned conditions exists, the party shall notify the other party at once and in writing of the nature and cause of the force majeure event (to the extent known) and its estimated duration. The parties shall resume performance at the earliest possible date. If a delay or failure of performance caused by force majeure continues for more than thirty (30) consecutive days, the non-declaring party shall have the right to terminate this Agreement in whole or in part upon written notice. A party declaring force majeure shall make commercially reasonable efforts to eliminate or resolve the condition.

8.0 - Independent Contractor - ORGANIZATION hereby agrees and accepts that it shall be acting as an independent contractor in providing services under this Agreement. It is understood and agreed by the parties that ORGANIZATION is entering into this Agreement in the capacity of an independent contractor and that nothing contained in this Agreement is intended to be construed as creating any other relationship between JEDCO and ORGANIZATION. The parties hereto acknowledge and agree that JEDCO shall not:

- a) withhold federal or state income taxes;
- b) withhold federal social security tax (FICA);
- c) pay federal or state unemployment taxes for the account of ORGANIZATION; or
- d) pay workman's compensation insurance premiums for coverage for ORGANIZATION.
- e) ORGANIZATION agrees to be responsible for and to pay all applicable federal

income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes.

8.1 - ORGANIZATION agrees to defend, indemnify and hold JEDCO harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from JEDCO's treatment of ORGANIZATION as an independent contractor. ORGANIZATION further agrees to reimburse PARISH for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

9.0 - Indemnification - ORGANIZATION shall defend, indemnify and hold harmless JEDCO, its commissioners, directors and employees against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any person, firm or organization for loss of life or injury or damages to person or property in connection with the services required to be performed by ORGANIZATION or its subcontractors under this Agreement.

Further, ORGANIZATION hereby agrees to indemnify JEDCO for all reasonable expenses and attorney's fees incurred by or imposed upon JEDCO in connection therewith for any loss, damage, injury or other casualty pursuant to this section. ORGANIZATION further agrees to pay all reasonable expenses and attorney's fees incurred by JEDCO in establishing the right to indemnity pursuant to the provisions of this Section.

10 - Insurance - ORGANIZATION shall secure and maintain at its expense such insurance that will protect it and JEDCO from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this Agreement. All certificates of insurance shall be furnished to JEDCO and shall provide that insurance shall not be cancelled without thirty (30) days prior notice of cancellation given to JEDCO, in writing, on all of the required coverage. JEDCO may examine the policies at any time and without notice.

10.1 - All Policies and Certificates of Insurance of the Organization Shall Contain the Following Clauses:

- a) ORGANIZATION insurers will have no right of recovery or subrogation against JEDCO, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
- b) JEDCO shall be named as additional insured as regards to general liability with respect to negligence by ORGANIZATION.
- c) The insurance company(ies) issuing the policy or policies shall have no recourse against JEDCO for payment of any premiums or for assessments under any form of policy.
- d) Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of ORGANIZATION.
- e) ORGANIZATION shall include all subcontractors as additional insureds under its policies or shall furnish specific certificates of insurance for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein for the ORGANIZATION.

10.2 - Prior to the execution of this Agreement, ORGANIZATION shall provide at its own expense proof of the following insurance coverage required by the contract to JEDCO by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best Rating of no less than A:VI.

- a. In the event ORGANIZATION hires workers within the State of Louisiana it shall obtain Worker's Compensation Insurance. As required by State Statute exception; employer's liability, Section B, shall be at least \$1,000,000 per occurrence when work is to be over water and involves maritime exposures, otherwise this limit shall be no less than \$500,000 per occurrence.
- b. Commercial General Liability Insurance with a Combined Single Limit of at least \$1,000,000.00 per occurrence for bodily injury and property damage.
- c. This insurance coverage shall include coverage for bodily injury and property damage
- d. In the event ORGANIZATION owns or leases automobiles it shall obtain

Comprehensive Automobile Liability insurance with a Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.

- e. No insurance required herein shall include a deductible greater than \$10,000.00. The cost of the deductible shall be borne by the ORGANIZATION.
- f. Umbrella Liability coverage or excess liability coverage may be used to meet the minimum requirements.

10.3 - All policies of insurance shall meet the requirements of JEDCO prior to the commencing of any work. JEDCO has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall be or becomes unsatisfactory to JEDCO as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to JEDCO, ORGANIZATION shall promptly obtain a new policy, submit the same to JEDCO for approval and submit a certificate thereof as provided above.

10.4 - Upon failure of ORGANIZATION to furnish, to deliver and maintain such insurance as above described, this contract, at the election of JEDCO, may be forthwith declared suspended, discontinued or terminated. Failure of ORGANIZATION to take out and/or to maintain insurance shall not relieve ORGANIZATION from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of ORGANIZATION concerning indemnification.

11.0 - Consequential Damages - With respect to the remedies available under this Agreement, neither party shall be responsible to the other party for any resulting indirect, incidental, consequential, exemplary, punitive or special damages, including, without limitation, loss of profits or revenues, loss of use of facilities, cost of capital, cost of substitute service or downtime, except as otherwise provided in this Agreement, whether or not the other party was made aware of such damages or such possibility.

12.0 - Reports - ORGANIZATION will provide quarterly activity reports to JEDCO reporting on progress made under the deliverables as described in Exhibit A. Reports will be due by the 10th day of the start of the subsequent quarter (e.g. Q3 2022 report will be due by October 10).

13.0 - Cost and Collection Records - JEDCO shall be entitled to audit the books, documents, papers and records of ORGANIZATION and any subcontractors which are reasonably related to this Agreement.

13.1 - ORGANIZATION and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to funds collected and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from date of final payment under this Agreement, for inspection by JEDCO, and copies thereof shall be furnished if requested.

14.0 - Notice - All notices and correspondence required to be sent shall be by U.S. Certified Mail – Return Receipt Requested, or by a nationally recognized overnight courier service addressed as follows:

JEDCO: Jerry Bologna
President and Chief Executive Officer
JEDCO
700 Churchill Parkway
Avondale, LA 70094

ORGANIZATION: Sandy Nguyen
Executive Director
Coastal Communities Consulting, Inc.
925 Behrman Hwy., Suite 15
Gretna, LA 70065

15.0 - Assignment - This Agreement shall be binding upon the successors and assigns for the parties hereto. This Agreement shall not be assigned or subcontracted in whole or in part by ORGANIZATION as to the services to be performed hereunder without the written consent of JEDCO.

16.0 - Legal Compliance - JEDCO and the ORGANIZATION 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 and Legislative Auditor's authority to audit (R.S. 24:513) in order to monitor and evaluate the use of the funds to ensure effective achievement of project goals and object.

17.0 - Employment of JEDCO Personnel - ORGANIZATION certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of Jefferson Parish Economic Development and Port District.

18.0 - Covenant against Contingent Fees - The ORGANIZATION warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the ORGANIZATION, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the ORGANIZATION any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, JEDCO shall have the right to annul this Agreement without liability or, in JEDCO's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

19.0 - Discrimination Clause - The ORGANIZATION agrees to abide by the requirements of the following as applicable: Title 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. ORGANIZATION 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 ORGANIZATION, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

20.0 - Jurisdiction - This Agreement shall be deemed to be a contract made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State without regard to conflict of law provisions thereof. The ORGANIZATION hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for JEDCO of Jefferson, State of Louisiana.

21.0 - Severability - If any provision of this Agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it, cannot be so amended it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provisions of this Agreement.

22.0 - Entire Agreement - This Agreement constitutes the entire Agreement between JEDCO and ORGANIZATION, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both JEDCO through its President & CEO and ORGANIZATION by its authorized representative.

23.0 - Waiver - No delay on the part of a party in the exercise of any right or remedy shall operate as a waiver thereof and no single or partial exercise by a party of any right or remedy shall preclude other or further exercise thereof, or the exercise of any other right or remedy.

24.0 - Inspector General - It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to this chapter. Every parish contract and every bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program shall contain a statement that the corporation,

partnership, or person understands and will abide by all provisions of this chapter.

26.0 – Counterparts - This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. Signatures to this AGREEMENT transmitted by facsimile, email, portable document format (.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of this AGREEMENT shall have the same effect as the physical delivery of the paper document bearing original signature.

WITNESSES:

JEDCO

Signature: _____

Print Name:

BY: _____

Jerry Bologna
President and Chief Executive Officer
JEDCO

Signature: _____

Print Name:

WITNESSES:

Signature: _____

Print Name:

BY: _____

Sandy Nguyen
Executive Director
Coastal Communities Consulting

Signature: _____

Print Name:

EXHIBIT A: Deliverables

- 1) ORGANIZATION will provide outreach to a minimum of 50 Jefferson Parish businesses in the seafood industry, including sole proprietor fishers, regarding JEDCO financing and other resources. As requested by JEDCO, ORGANIZATION will arrange meetings between businesses and JEDCO to review such resources.
- 2) ORGANIZATION will complete ten (10) eligible loan packages for the JEDCO Seafood Enterprise Assistance (SEA) Fund. Completed eligible loan packages may be less than (10) ten if RLF funds are depleted prior to June 30, 2023.
- 3) ORGANIZATION will help coordinate meetings and events with JEDCO, seafood industry businesses, and resource partners, as requested by JEDCO.
- 4) ORGANIZATION will provide translation services to fishers as needed in Vietnamese, Khmer, and Spanish regarding JEDCO resources, including translating SEA Fund print and web materials.
- 5) As requested by JEDCO, ORGANIZATION will develop and share social media content relative to the JEDCO SEA Fund, JEDCO services, events, meetings, and other activities and resources of assistance to the seafood industry in Jefferson Parish.
- 6) On a quarterly basis, ORGANIZATION will deliver a report electronically to JEDCO highlighting activities carried out under these deliverables by ORGANIZATION in Jefferson Parish