

**2023 – 2026 MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
PLAQUEMINES PARISH GOVERNMENT
AND
CITY OF WEST MONROE**

This agreement is entered into on the dates set forth herein by and between:

PLAQUEMINES PARISH GOVERNMENT, a political subdivision of the State of Louisiana, herein represented by W. Keith Hinkley, President of Plaquemines Parish Government, ("PPG"); and,

CITY OF WEST MONROE, a political subdivision of the State of Louisiana, herein represented by Staci Mitchell, Mayor, ("COWM").

WHEREAS, La. R.S. 33:1324 provides any parish or political subdivision of the state may make agreements among themselves to engage jointly in the construction or improvement of any public project or the promotion of and maintenance of any undertaking provided that at least one of the participants to the agreement is authorized under a provision of general or special law to perform such activity or exercise such power as may be necessary for completion of the undertaking; and

WHEREAS, Plaquemines Parish Government, through its Parish President, during an emergency event in the Parish, is empowered to take steps and measures necessary to protect the lives and property of the citizens of Plaquemines Parish; and

WHEREAS, PPG and COWM wish to memorialize an arrangement to grant use of the West Monroe Sports Complex, 1802 North 7th Street, West Monroe, LA 71291 as an emergency shelter in the event of a mandatory evacuation of the Parish of Plaquemines due to certain events, and

WHEREAS, Plaquemines Parish Government and the City of West Monroe find that entering into this Memorandum of Understanding will serve a public safety purpose and have a public benefit; and

NOW, THEREFORE, BE IT AGREED by and between PPG and COWM that:

1.

Upon the formal declaration of an emergency and/or a mandatory evacuation in Plaquemines Parish as a result of an immediate threat to life and property including but not limited to a tropical storm, hurricane, flood event, or other natural disaster or hazard, the City of West Monroe grants use of the West Monroe Sports Complex, together with on-site parking for daily transport vehicles and off-site parking for other evacuation vehicles, and adequate exterior area for the housing of household domestic pets as provided below (in the aggregate the "Shelter"), to the Plaquemines Parish Government Office of Homeland Security and Emergency Preparedness, with the shelter management to be provided by the COWM, or its designee, with the operation of the shelter to be subject to the designated shelter guidelines in order to provide shelter for up to a maximum of 250 Plaquemine Parish residents during and in the aftermath of a natural disaster or hazard.

2.

In such event, the Parish President of PPG, or his designee, will contact the City of West Monroe along with the Ouachita Parish Office Homeland Security and Emergency Preparedness director and provide no less than a 48-hour advance notice prior to arrival of Plaquemine Parish evacuees, together with providing an estimated time of arrival, an estimate of the number of evacuees, an estimated number of allowable household pets accompanying the evacuees, and estimated period of use of the Shelter. Once occupied, the estimated period of use of the Shelter shall be updated on an on-going and regular basis.

3.

The City of West Monroe shall not assume responsibility or have any obligation for any expenses involved in providing the use of the Shelter under this Memorandum of Understanding (MOU). Access to the Shelter shall be made available by the Mayor of the COWM who may

appoint a designee to provide access and oversee the use of the Shelter by PPG. PPG shall be informed of the Shelter contact person information.

4.

Rental fee for the Shelter will be \$250.00 per day. PPG shall also be responsible for overtime pay for such reasonably required overtime for all employees and/or contractors of the COWM for the proper operation of the Shelter. If the COWM provides items requested by the Shelter manager on behalf of the evacuees, PPG will reimburse the cost of such items to COWM. COWM shall also have the right to charge PPG for all costs and loss incurred due to the required cancellation of any previously scheduled events at the Shelter, including loss of revenue.

PPG anticipates providing 2 deputies and 2 or more Parks and Recreation employees to assist with the operation of the Shelter, as well as providing a vehicle available for local transport of the evacuees. The failure of PPG to do so may result in additional charges by the COWM or others, as necessary to provide those services intended to be provided by PPG.

COWM will provide an itemized invoice to PPG for all cost and expense incurred and will provide PPG with all necessary documents requested by PPG in order to verify the correctness of the invoice and/or to allow PPG to obtain further reimbursement from governmental and/or insurance sources. However, the obligations of PPG for the amounts owed to COWM under this MOU are not contingent upon PPG obtaining payments or reimbursements from any other source, and all amounts owed by PPG to the COWM shall be promptly remitted following receipt of invoice.

5.

To the fullest extent permitted by law, PPG shall protect, defend, indemnify, save and hold harmless the COWM, including all Municipal Departments, its elected and appointed officials, Agencies, Councils, Boards and Commission, Districts, their officers, agents, servants, contractors, and employees, including volunteers, from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, actions, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting therefrom, which may occur, be caused by, or in any way resulting from any actual or alleged act, omission, negligence, misconduct, or strict liability of PPG, its agents, its sub-contractors, partners, servants, officers, employees, volunteers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, related to the performance or non-performance of the contract herein entered into, including any and all costs, fines, penalties, expense and/or attorney fees including but not limited to expert witness fees, incurred by the COWM, all Municipal Departments, its elected and appointed officials, Agencies, Councils, Districts, Boards and Commissions, their officers, agents, servants, contractors, and employees, including volunteers, as a result of any such claims, demands and/or causes of action including any costs associated with the enforcement of this indemnity provision excepting only those arising out of the sole negligence of COWM, all Municipal Departments, its elected and appointed officials, Districts, Agencies, Councils Board and Commissions, their officers, agents, servants, contractors, and employees, including volunteers and, however, this provision shall not waive any governmental immunity available to PPG under Louisiana Law including the Louisiana Homeland Security and Emergency Assistance and Disaster Act and without waiving any defenses of the parties hereto.

6.

This MOU shall be terminated under any or all of the following conditions:

- A. By written mutual MOU and consent of the parties hereto.
- B. By PPG or COWM as a consequence of the failure of either party to comply with the terms and conditions of this MOU in a satisfactory manner, proper allowance being made for circumstances beyond the control of either party, by ninety (90) days written notice by PPG or COWM.

- C. Either entity (PPG or COWM) may terminate this MOU with stated cause with ninety (90) days written notice to the other.
- D. As provided in 10.

7.

The City of West Monroe shall allow PPG a pre-inspection of the Shelter to establish its condition prior to occupancy by PPG. PPG shall return the Shelter to the City of West Monroe in substantially the same condition as it was received by PPG. All damages caused by any person or entity during the time of use of the Shelter shall be promptly reimbursed to COWM by PPG upon receipt of written request.

8.

As provided in 1. above, PPG will be provided sufficient exterior area adjoining the Shelter to house the household domestic pets which are evacuated with the evacuees. All household domestic pets shall be properly caged, and the evacuees, PPG and/or its employees, contractors and/or volunteers shall be solely responsible for their feeding, care and maintenance.

9.

PPG shall maintain for the duration of this MOU a policy or policies of insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the terms of this MOU by the parties, their employees and agents with the following minimum limits:

- 1. General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage.
- 2. Automobile Liability: \$500,000.00 combined single limit per accident, for bodily injury and property damage.
- 3. Worker's Compensation Insurance to meet the applicable statutory requirements and Employer's Liability Insurance with limits of not less than \$1,000,000.00 and which shall include:
 - a. Alternate Employer Endorsement
 - b. Voluntary Compensation Endorsement

COWM shall be named as an additional insured on all policies; all policies shall contain a "waiver of subrogation" in favor of COWM and those for whom it may be responsible; and COWM shall receive a current certificate of insurance reflecting those coverages and provisions.

10.

This MOU shall remain in effect from the date of execution until December 31, 2026 subject to written amendment upon mutual consent. However, this MOU may be immediately terminated without cause by either PPG or COWM upon providing written notice to the other if provided before July 1 of any year during the term of this MOU. That written notice must be given whether by US mail, certified or registered, or by a national commercial courier service with an ability to provide electronic tracking. For COWM notice must be given to Mayor, City of West Monroe, 2305 North 7th Street, West Monroe, LA 71291, and to Chief, WMFD, 4341 Cypress St., West Monroe, LA 71291; and for PPG notice must be given to Parish President, 333 F. Edward Herbert Blvd Building 100, Belle Chase, LA. 70037 and to Director, Homeland Security & Emergency Preparedness, 8056 Hwy. 23 Ste 308, Belle Chase, LA. 70037

Compliance with Laws

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

Choice of Law

This MOU shall be governed by Louisiana law, and the provisions of this MOU shall be enforced through, and any proceedings brought only in the 4th Judicial District Court, Ouachita Parish, Louisiana.

Attorney's Fees

In the event of any required litigation in order to enforce the terms of this MOU, the Judge shall have the right (but not the obligation) to award attorney's fees to the prevailing party.

Legal Construction

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

Amendment

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

No Waiver

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

No Assignment

PPG shall not have the right to assign any or all of its rights or obligations under this MOU without the prior express written approval of COWM.

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Understanding, in duplicate original as of the _____ day of March, 2023, in the presence of the undersigned witnesses, after due reading of the whole.

WITNESSES:

PLAQUEMINES PARISH GOVERNMENT

By: _____
W. KEITH HINKLEY, Parish President

Date: _____

WITNESSES:

CITY OF WEST MONROE

By: _____
STACI ALBRITTON MITCHELL, Mayor

Date: _____

Current contacts are as follows:

City of West Monroe

Staci Albritton Mitchell, Mayor
2305 North 7th Street
West Monroe, LA 71291

Charlie Simmons, Fire Chief
West Monroe Fire Department
4341 Cypress St.
West Monroe, LA 71291
318-397-0758 (office)
318-366-5461 (cell)

Plaquemine Parish Government

W. Keith Hinkley, Parish President
333 F. Edward Herbert Blvd Building 100
Belle Chase, LA 70037

Patrick A. Harvey, Director
Homeland Security & Emergency Preparedness
8056 Hwy. 23 Ste 308
Belle Chase, LA. 70037
504-297-5600
504-912-1007 (cell)