

RESOLUTION NO. 16-

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

A Resolution authorizing Maynard "Sandy" Sanders, as Executive Director of the Plaquemines Port Harbor & Terminal District, to contract for Professional Services between the Plaquemines Port Harbor & Terminal District and the law firm of Dwyer, Cambre & Suffern; and otherwise to provide with respect thereto.

WHEREAS, Resolution No. 15-154 authorized the Plaquemines Port, Harbor and Terminal District Executive Director to enter into a Contract for Professional Services with the Law Firm of Dwyer, Cambre & Suffern, through January 24, 2016; and

WHEREAS, Resolution No. 15-228 authorized the Port Administration to exceed the cap as established in Resolution No. 15-154; and

WHEREAS, it is the desire of this Council to contract for professional services regarding general legal work for the Plaquemines Port Harbor & Terminal District with Dwyer, Cambre & Suffern through February 25, 2017;

NOW, THEREFORE:

BE IT RESOLVED by the Plaquemines Parish Council as the sole governing authority of the Plaquemines Port, Harbor & Terminal District that Maynard "Sandy" Sanders, Executive Director, is hereby authorized to sign the attached Contract for Professional Services with the law firm of Dwyer, Cambre and Suffern for a one year ending on February 25, 2017, not to exceed \$75,000 annually without prior approval of the Council.

BE IT FURTHER RESOLVED by the Plaquemines Parish Council as the sole governing authority of the Plaquemines Port, Harbor & Terminal District that the Secretary of this Council is hereby authorized and directed to immediately certify and release this Resolution and that Port employees and officials are authorized to carry out the purposes of this Resolution, both without further reading and approval by the Plaquemines Parish Council.

AMENDED CONTRACT FOR PROFESSIONAL SERVICES

BETWEEN

PLAQUEMINES PORT, HARBOR AND TERMINAL DISTRICT

AND

DWYER, CAMBRE & SUFFERN, APLC

THIS AMENDED AGREEMENT, made and entered into on this ___ day of _____, 2016, but effective as of February 25, 2016, by and between the Plaquemines Port, Harbor and Terminal District (hereinafter referred to as the "Port"), herein represented by the Port Executive Director, duly authorized to act by Resolution No. 16-___, adopted on the ___ day of _____, 2016, and the law firm of Dwyer, Cambre & Suffern, APLC (hereinafter collectively referred to as "Firm").

WHEREAS, the Plaquemines Parish Charter Section 4.01 (A) 27 allows the Plaquemines Parish Council to act as sole governing authority for the Port;

WHEREAS, the Plaquemines Parish Council desires to retain special counsel for legal matters specifically regarding the Port;

WHEREAS, certain legal matters require expertise in diverse fields of law; and

WHEREAS, Firm has the necessary legal expertise to assist the Plaquemines Parish Council as special counsel for the Port regarding general legal matters.

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

1. SCOPE OF SERVICES

Firm will represent the interests of the Plaquemines Parish Council and the Port in any and all Port related general legal matters as the one of the Port's special counsel, including but not limited to: (1) providing services to the Port as deemed necessary by the Executive Director, during Plaquemines Parish Council meetings; (2) transactional issues, including but not limited to acquisitions, leases, contracts, zoning and permitting; (3) court appearances including hearings, trials and appeals; (3) research and study; (4) consultation and advice; (5) negotiations (in regards to non-Maritime related issues), and all other things necessary to protect the interests of the Plaquemines Parish Council's interest in Port activities.

All legal services shall be provided under the immediate direction and supervision of the Executive Director.

2. INDEPENDENT CONTRACTOR

While in the performance of services or carrying out the obligations under this Agreement, Firm shall be acting in the capacity of an independent contractor and not as agent or employee of the Plaquemines Parish Council or the Port. The Plaquemines Parish Council and/or the Port shall not be obligated to any person, firm or corporation for any obligations of Firm arising from the performance of services under this agreement. It is understood and agreed by the Parties hereto that Firm 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 the Plaquemines Parish Council or the Port and Firm.

The Parties hereto acknowledge and agree that the Plaquemines Parish Council and/or the Port 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 Firm; or
- (d) pay workman's compensation insurance premiums for coverage for Firm.

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

3. COMPENSATION

In consideration for the above described services, the Port shall pay Firm based on the fee schedule recommended by the Louisiana Attorney General, currently established as follows:

- (a) Not to exceed \$200.00 per hour for Attorneys having experience of 10 years or more in the practice of law.
- (b) Not to exceed \$160.00 per hour for Attorneys having experience of 5 to 10 years in the practice of law.
- (c) Not to exceed \$135.00 per hour for Attorneys having experience of 3 to 5 years in the practice of law.
- (d) Not to exceed \$110.00 per hour for Attorneys having experience of less than 3 years in the practice of law.

There shall be no charge for secretarial, word processing or other clerical/administrative types of services. The secretarial, word processing or other clerical/administrative types of services will be performed by the Firm. There shall also be no charge for travel time from the Firm's office to the Parish. Reimbursement will be provided for costs and expenses such as postage, long distance telephone charges, computer research charges, photocopies, courier charges, and other similar costs and expenses customarily reimbursed to law firms.

Firm shall submit to the Port, on a monthly basis, a detailed invoice of costs and fees. All costs billed will be supported by back-up documentation where available and appropriate, or a signed statement attesting to the accuracy of the costs and fees.

The total fee shall not exceed Seventy - Five Thousand and No/100 Dollars (\$75,000.00) per year without approval of the Plaquemines Parish Council.

Fees and expenses are to be paid within thirty (30) days of presentation of invoice from Firm.

4. WARRANTY

Firm warrants that it has not employed or retained any company or person other than a bona-fide employee working solely for Firm to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona-fide employees working solely for Firm any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Port shall have the right to annul this Agreement without liability. Nothing contained in this paragraph shall prohibit Firm from utilizing part-time, contract attorneys on an as-needed basis.

5. TERMINATION

This Agreement shall be for twelve months beginning on January February 25, 2016 and ending on February 25, 2017. If agreed upon in writing through an Amendment to the Agreement, there shall be an option to renew this Agreement for an additional two (2) years.

Any Party shall have the right to terminate this Agreement, with or without cause, by giving thirty (30) days advance written notice to the other.

Upon termination, the Firm shall be paid for actual work performed prior to notice of termination. Upon termination, the Firm shall deliver to the Parish and to the Port all original

documents, noted drawings, tracings, computer files, and files, except the Firm's personal and administrative files. Firm shall be permitted to retain copies of any and all files and work product after a termination event.

6. NOTICE

Any communications to be given hereunder by either Party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

Attn: Maynard "Sandy" Sanders
Executive Director
Plaquemines Port, Harbor and Terminal District
Plaquemines Port Harbor & Terminal District
8056 Hwy. 23, Third Floor
Belle Chasse, LA 70037

Attn: Stephen I. Dwyer
Dwyer, Cambre & Suffern
3000 West Esplanade Avenue, Suite 200

Metairie, LA 70002

With copy to:

Attn: Kirk Lepine
Plaquemines Parish Council

Belle Chasse, LA 70037

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated two (2) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

7. 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.

8. INSURANCE

Firm shall provide evidence of malpractice insurance with commercially reasonable limits.

9. ASSIGNMENT

This Agreement shall be binding upon the successors and assigns for the parties hereto. This Agreement being for the professional services of Firm, shall not be assigned or

subcontracted in whole or in part by Firm as to the services to be performed hereunder without the written consent of the Port, which consent shall not be unreasonably withheld, conditioned, or delayed.

10. MODIFICATION

This agreement represents the entire Agreement between the Port and Firm. This Agreement may be amended only by authority of a Plaquemines Parish Council Ordinance and in writing, signed by the Port and Firm.

11. 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. The Firm 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 25th Judicial District Court for the Parish of Plaquemines, State of Louisiana.

12. LEGAL COMPLIANCE

The Port and the Firm 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.

13. EMPLOYMENT OF PARISH PERSONNEL

Law Firm 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 the Parish or the Port.

14. EXCLUSIVITY

This Agreement represents the full understanding between the Parties, and neither the Port nor Firm shall be bound by any terms or undertakings other than those contained herein.

[Signature page follows.]

THUS DONE AND SIGNED on the day and year first set forth above, with four (4) originals being executed, in the presence of the undersigned competent witnesses.

WITNESSES

PLAQUEMINES PORT, HARBOR, AND
TERMINAL DISTRICT

BY: MAYNARD "SANDY" SANDERS
ITS: EXECUTIVE DIRECTOR

DWYER, CAMBRE & SUFFERN, APLC

BY: STEPHEN I. DWYER
ITS: DIRECTOR

ORDINANCE NO. 16-

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

An Ordinance approving the assignment by Clayton Williams Energy, Inc., as assignor, to DW Wapiti Investments I, LLC, as assignee, covering (Parish Tract 08-1) and (Parish Tract 10-2); to authorize the Parish President to execute and authorize the consent to the assignment; and otherwise to provide with respect thereto.

WHEREAS, by that oil, gas and mineral lease dated June 26, 2008, identified as Parish Tract 08-1, the Plaquemines Parish Government, as Lessor, leased to Clayton Williams Energy, Inc., as Lessee, property comprising approximately 154.00 Acres, more or less, located in Sections 8 & 17, T19S, R18E, Coquille Bay Field, Grand Prairie Levee District, Plaquemines Parish, Louisiana, as approved by Ordinance No. 08-148, adopted June 26, 2008; approved by the State of Louisiana on October 8, 2008; and, recorded in the conveyance records of Plaquemines Parish in COB 1195, folio 828, on December 10, 2008; and

WHEREAS, Parish Tract 08-1 was amended by Plaquemines Parish Government to extend the primary term of that oil, gas and mineral lease to Clayton Williams Energy, Inc. for one additional year, as approved by Ordinance No. 11-92, April 28, 2011, and recorded in COB 1249, folio 664 on June 28, 2011; and

WHEREAS, by that oil, gas and mineral lease dated June 24, 2010, identified as Parish Tract 10-2, the Plaquemines Parish Government, as Lessor, leased to Clayton Williams Energy, Inc., as Lessee, property comprising approximately 69.00 Acres, more or less, located in Sections 8 & 17, T19S, R18E, Coquille Bay Field, Grand Prairie Levee District, Plaquemines Parish, Louisiana, as approved by Ordinance No. 10-179, adopted June 24, 2010; approved by the State of Louisiana on August 11, 2010; and, recorded in the conveyance records of Plaquemines Parish in COB 1230, folio 697, on September 2, 2010; and

WHEREAS, through Ordinance Nos. 11-115 and 11-116, approved on May 26, 2011, the Parish Council approved the partial assignment of oil and gas leases (Parish Tract 08-1) and (Parish Tract 10-2); with a reservation of overriding royalty interest and various undivided working interests by Clayton Williams Energy, Inc. unto B & L Exploration, L.L.C., a Louisiana Limited Liability Corporation; Diverse 2007 Exploration L. P, a Texas Corporation; Park Resources #1, LLC, a Louisiana Limited Liability Corporation; Pruet Offshore Company, a Mississippi Corporation; David R. Wood and Becky Sue Martin Wood, husband and wife; GG Oil & Gas I, LLC, a Texas Corporation; KC Whittemore; as Assignees; covering property located in Sections 8 & 17, T19S, R18E, Coquille Bay Field, Grand Prairie Levee District, Plaquemines Parish, Louisiana, all as more fully found recorded in COB 1253, folio 001, August 15, 2011, records of Plaquemines Parish, Louisiana, as follows:

<u>Assignees</u>	<u>Working Interest Amount Assigned</u>
B & L Exploration, L.L.C., One Galleria Blvd. Suite 902, Metairie, LA 70001	0.1500 of 8/8ths (15.00% of 8/8ths)
Diverse 2007 Expl. L.P. 1001 McKinney, Suite 520, Houston, TX 77002	0.0500 of 8/8ths (5.00% of 8/8ths)
Park Resources #1 LLC, 3421 N. Causeway Blvd. #802, Metairie, LA 70002	0.2500 of 8/8ths (25.00% of 8/8ths)
Pruet Offshore Co., 1515 Mission Springs, Katy, TX 77450	0.1000 of 8/8ths (10.00% of 8/8ths)
GG Oil & Gas I, LLC 9525 Katy Freeway, Suite 142, Houston, TX 77024	0.2000 of 8/8ths (20.00% of 8/8ths)

<u>Assignees</u>	<u>Working Interest Amount Assigned</u>
KC Whittemore, 25811 Emerald Terrace Way, Spring, TX 77389	0.0100 of 8/8ths (1.00% of 8/8ths)
David R. & Becky Sue Wood, 4526 Warwick Dr., Sugar Land, TX 77479	0.0025 of 8/8ths (0.25% of 8/8ths)
Total interest being conveyed:	.7625 of 8/8ths (76.25% of 8/8ths)

Assignor is reserving and excluding from this conveyance a twenty-three and seventy-five hundredths of eight-eighths (23.75% of 8/8ths) working interest in the leases and the overriding royalty interests identified therein;

NOW, THEREFORE:

BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

SECTION 1

It hereby approves of the assignment of all of assignor's interest by Clayton Williams Energy, Inc., as assignor, to DW Wapiti Investments I, LLC, as assignee, in and to (Parish Tract 08-1) and (Parish Tract 10-2), covering Parish - owned properties located in Sections 8 and 17, Township 19 South, Range 18 East, Coquille Bay Field, Grand Prairie Levee District, Plaquemines Parish, Louisiana.

SECTION 2

This approval is expressly granted and accepted subject to certain conditions in the absence of which conditions approval of said instrument would not have been given, as follows:

- 1) That all terms and conditions of the basic leases will be fulfilled, including but not limited to the full payment of rentals and royalties, regardless of the division of leasehold interests resulting from these instruments;
- 2) That failure to comply with the terms and conditions of the basic leases by the original lessee, or by any assignee, sublessor or sublessee, prior or subsequent hereto, shall not be deemed waived by the approval of said instrument by the Parish Council, for the Parish Government does not recognize said instrument as creating a novation, as regards any right or interests of the Parish Government.
- 3) That in the event ownership of the basic mineral leases become vested in two or more lessees or assignees responsible to the Plaquemines Parish Government, as lessor, for compliance with indivisible obligations to maintain the leases, then said lessees shall designate in writing to the Parish, and the lessee representing the joint account of all lessees, shall be accountable to the Parish for discharge of indivisible obligations under the lease for all lessees - or for release in lieu of compliance therewith, provided that in the event of failure of said lessees to comply, then the Parish may withhold approval of and deny validity to any pending or future assignment or transfer of an interest in the lease or leases; and further, that if any lessee should agree to release the lease or leases or any segregated portion thereof in lieu of complying with an indivisible lease obligation in order to maintain the lease or leases; and, if no other lessee desires to assume and undertake the indivisible obligation, then all lessees agree to join in a release or to otherwise execute a similar release of their rights to lessor, relegating any nonsignatory lessee to such remedy, if any, as such party may have against the lessee or lessees, who may execute a release purporting to cover the entirety of the lease or of a segregated portion thereof.
- 4) That this approval is given merely for the purpose of validating the assignment or transfer under the provisions by giving its approval, the Parish does not recognize the validity of any other instrument referred to therein that has not also been considered and approved by the Parish in its entirety; nor of any descriptions, nor adopt any of the terms and conditions in the assignment or transfer, including but not limited to any election to convert an overriding royalty interest to a working interest, and any such election shall not be effective

1 until written notice thereof is given to the Parish; and, assignment or transfer of such
2 working interest in recordable form is docketed for approval and approved by the Parish;
3 and furthermore, that this approval may not operate as the Parish's approval of any sales
4 contract, which may have been entered into by the parties to the assignment or transfer,
5 inasmuch as the Parish specifically reserves the right to take its royalty oil, gas and other
6 minerals in kind.
7

- 8 5) That for purposes of recordation and notice, certified copies of this Ordinance be attached
9 to all docketed copies of the instrument approved hereby.
10
11 6) That nothing herein shall be construed as approval for any assignment, sublease or transfer
12 to or from any individual, partnership, corporation or other legal entity who has filed
13 bankruptcy proceedings unless such status is specifically recognized in this ordinance.
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15 SECTION 3
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17 The Parish President of the Plaquemines Parish Government is hereby authorized by this Council
18 to approve the assignment by Clayton Williams Energy, Inc., as assignor, to DW Wapiti
19 Investments I, LLC, as assignee, of all assignor's right, title and interest in and to (Parish Tract 08-
20 1), and (Parish Tract 10-2), between Plaquemines Parish Government and Clayton Williams
21 Energy, Inc., identified herein.
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23 SECTION 4
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25 The Secretary of this Council is hereby authorized and directed to immediately certify and release
26 this Ordinance and that employees and officials are authorized to carry out the purposes of this
27 Ordinance, both without further reading and approval by Plaquemines Parish Council.
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RESOLUTION NO. 16-

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

1 A Resolution appointing James Griffin as the District 1 member of the Plaquemines
2 Recreation Advisory Committee; and otherwise to provide with respect thereto.
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4 WHEREAS, Resolution No. 15-213 was adopted on July 9, 2015, wherein a Recreation Advisory
5 Committee was created in order to provide recommendations and assist the Recreation Director
6 when making decisions for the youth programs provided by the Plaquemines Parish Recreation
7 Department; and
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9 WHEREAS, the committee members now need to be appointed;
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11 NOW, THEREFORE:
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13 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT it hereby appoints the
14 following to the Plaquemines Recreation Advisory Committee:
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16 James Griffin, representing Council District 1
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18 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT Mr.
19 Griffin's term shall run concurrent with the Council Members' terms and end on December 31,
20 2018.
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22 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT the
23 Secretary of this Council is hereby authorized and directed to immediately certify and release this
24 Resolution and that Parish employees and officials are authorized to carry out the purposes of this
25 Resolution, both without further reading and approval by the Plaquemines Parish Council.
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ORDINANCE NO. 16-

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

1 An Ordinance to amend the 2016 General Fund, Operating Expenditure Budget,
2 Building Department, Davant Percy Griffin Center; and otherwise to provide with
3 respect thereto.

4 WHEREAS, after a review of the 2016 Operational Budget an amendment is necessary for the
5 Buildings Department, Davant Percy Griffin Center to replace the weight equipment that was
6 removed by the YMCA;

7 NOW, THEREFORE:

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9 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

SECTION 1

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12 The 2016 General Fund, Operating Expenditure Budget, Buildings Department, Davant Percy
13 Griffin Center is amended by transferring \$30,000 from the Resurface/Striping-Hwy 15 Project as
14 follows:

Fund: 001 General Fund			
Dept/Div: 620-3500 Davant Percy Griffin Center			
Object	Description	Inc/Dec	Amendment
565.130	Equip-Education/Recreation/Culture	Inc	30,000

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ORDINANCE NO. 16-

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

1 An Ordinance to amend the 2016 General Fund, Operating Expenditure Budget,
2 Maintenance Department, Davant Percy Griffin Center; and otherwise to provide with
3 respect thereto.

4 WHEREAS, after a review of the 2016 Operational Budget, an amendment is necessary for the
5 Maintenance Department to construct handicap ramps at the Davant Percy Griffin Center;

6 NOW, THEREFORE:

7
8 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

SECTION 1

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11 The 2016 General Fund, Operating Expenditure Budget, Maintenance Department, Davant Percy
12 Griffin Center is amended by transferring \$1,000 from the Resurface/Striping-Hwy 15 Project as
13 follows:

Fund: 001 General Fund			
Dept/Div: 628-3984 Davant Percy Griffin Center			
Object	Description	Inc/Dec	Amendment
546.001	Materials General	Inc	1,000

RESOLUTION NO. 16-

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

A Resolution authorizing Parish President Amos Cormier, Jr. not to renew Dizzy Dean Sanctioning for 2016 and sign a new sanctioning agreement with USSA and the cost for year will be waived at no cost to Plaquemines Parish Government.

WHEREAS, it is the recommendation of the Administration and the Council that we sign USSA agreement.

NOW THEREFORE

BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT it hereby authorizes the Parish President, Amos Cormier, Jr. to amend Dizzy Dean and sign the USSA agreement for a period of one year with an option to extend.

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

RESOLUTION NO. 16-

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

A Resolution authorizing the Parish President, Amos J. Cormier, Jr. or his designee; to prepare and advertise for Request for Proposals from companies to perform the services of cleaning, sweeping, maintenance, removal, hauling and disposal of all debris in ditches located Parish wide; and otherwise to provide with respect thereto.

WHEREAS, the Parish has many outfall ditches for drainage and many throughout the Parish that are in terrible condition from lack of maintenance, and

WHEREAS, the lack of ditch cleaning and maintenance is causing serious problems throughout the Parish to include flooding, sewage back up and rodents; and

WHEREAS, it is the desire of this Council to begin the process of maintaining the ditches Parish wide;

NOW, THEREFORE:

BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT it hereby authorizes the Parish President, Amos J. Cormier, Jr., to advertise for Request for Proposals from companies to perform the services of cleaning, sweeping, maintenance, removal, hauling and disposal of all debris in the ditches Parish wide.

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

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

RESOLUTION NO. 16-

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

1 A Resolution to authorize the Parish President Amos J. Cormier, Jr. to establish
2 investment money market accounts at Whitney Bank for the General Pooled and
3 Bond Indebtedness Account Funds; and otherwise to provide with respect thereto.

4 WHEREAS, the Parish Administration wishes to invest idle funds of the General Pooled and Bond
5 Indebtedness Accounts in money market accounts at Whitney Bank to earn interest at the highest
6 rate available;

7 NOW, THEREFORE:

8 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT it hereby authorizes
9 the Parish President, Amos J. Cormier, Jr. to open money market accounts at Whitney Bank for
10 the General Pooled and Bond Indebtedness Account funds.

11 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT Whitney
12 Bank is hereby authorized to honor checks, drafts, and orders of the Plaquemines Parish
13 Government on the money market accounts when signed with any two signatures of which one
14 signature must be the handwritten original signature and the other may be an authorized machine
15 facsimile signature of Parish President Amos J Cormier, Jr., Director of Administration, Edward
16 P. Theriot, and Director of Operations, Michael W. Jiles, or the Plaquemines Parish Council
17 Chairman only if provision of Section 3.07A of Article 3 of the Plaquemines Parish Charter are
18 made effective and are implemented as to the Council Chairman.

19 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT certified
20 copies of this resolution be forwarded to Whitney Bank to be kept on file in such bank as evidence
21 of the authority as outlined here in the name of the Government of the Parish of Plaquemines on
22 account with Whitney Bank.

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