



BILLY NUNGESSER
LIEUTENANT GOVERNOR

State of Louisiana
OFFICE OF THE LIEUTENANT GOVERNOR
DEPARTMENT OF CULTURE, RECREATION & TOURISM
OFFICE OF THE SECRETARY

Louisiana Department of Culture, Recreation & Tourism
Request for Proposals
Bayou Segnette State Park Wave Pool and Recreational Complex

I. Introduction

The Louisiana Department of Culture, Recreation and Tourism (DCRT) invites interested parties to submit proposals to revitalize and develop approximately 27 acres of land (the Property) within Bayou Segnette State Park under a long-term concession lease agreement or cooperative endeavor agreement. The selected proposer shall refurbish and operate the wave pool complex, which has been closed to the public since 2019, and may provide additional, DCRT-approved public recreational amenities (the Project) on the Property under a revenue-sharing agreement. The Project shall be expenditure-neutral and revenue-positive for the DCRT.

II. The Property

The Property includes a wave pool; a splash pad; a "beach" (i.e. an area adjacent to the pool that was previously filled with sand); a covered, elevated observation area; two buildings with a total combined 9,000 square feet of usable space: one building includes a concession stand, offices, storage, restrooms, and a party/meeting room; one building includes changing rooms and bathrooms; an 888 square foot pool pump house with wave equipment and pool equipment; a 250-space paved parking lot; and additional undeveloped acreage.

Exhibit A provides the legal description of the Property and a satellite map. **Exhibit B** provides information about Bayou Segnette State Park, including its location, visitation data, revenue, amenities, and potential for improvements. The **Schedule of Events** provides a planned date for a site visit of the Property for interested parties.

Any concession lease, cooperative endeavor agreement, and/or other contract/agreement resulting from this RFP (Agreement) is subject to all rights-of-way, easements, and servitudes of record. However, DCRT's preliminary review of the property files revealed no encumbrances or deed restrictions that limit the use of the Property for the Project.

III. Authority

La. R.S. 36:204(B)(9)(b) authorizes DCRT to enter agreements outside standard public lease law if the agreement:

- Requires a private entity to undertake activities or construct improvements on DCRT's immovable property that will support DCRT's public purposes, **and**
- The agreement is negotiated and let according to fair, reasonable, and relevant criteria.

La. R.S. 36:201 provides the DCRT's public purposes, and La. R.S. 36:208 provides the public purposes of the DCRT's offices. La. R.S. 56:1682 provides specifically for the public purposes of the office of state parks. La. R.S. 56:1685(C)(19) recognizes and designates Bayou Segnette as a state park.

La. R.S. 56:1687 authorizes the DCRT to engage in cooperative endeavors with any public or private association, corporation or individual in matters relating to acquiring, establishing, developing, improving or maintaining any park, parkway or recreational area; to construct and operate suitable public service privileges and conveniences on any office of state parks holding, and collect reasonable fees and charges for the use of such facilities; to charge a fee and collect rents and other payments for the leasing of concessions or granting of other privileges in or on an office of state parks holding.

La. R.S. 1703-1704 provide for the deposit and use of funds generated by state parks, including, specifically, the wave pool at Bayou Segnette State Park.

La. R.S. 39:11 provides that commissioner of administration shall be an essential party to all transactions involving immovable property in which the state has an interest. No such immovable property shall be acquired, transferred, leased, or encumbered without the commissioner being a party to the transaction.

La. R.S. 39:366.11 requires that any cooperative endeavor agreement expected to result in any nonpublic party to the agreement generating or expending revenue of one million dollars or more per year from the operation, management, or control of a state resource, must be sent to the commissioner of administration and the Joint Legislative Committee on the Budget for review.

La. Const. Article 7 Section 14 prohibits the state from donating state funds, credit, property, or things of value, and authorizes the state to enter into cooperative endeavors for a public purpose with any public or private association, corporation, or individual.

DCRT is limited in its ability to negotiate any Agreement that results from this RFP. Contracts with the State of Louisiana must comply with all applicable laws, rules, and policies, many of which are noted in this RFP and the attached Agreement Template (**Exhibit C**). Additionally, to be eligible to enter into a contract with the State of Louisiana, the contracting entity must be in good standing with the Louisiana Secretary of State, must not be delinquent in taxes owed to the State of Louisiana and payable to the Department of Revenue, and must not be suspended or debarred. By submitting a proposal in response to this RFP, the proposer shall certify it agrees to and shall maintain compliance with all applicable terms, conditions, and legal requirements.

IV. Evaluation Procedure and Criteria

Proposals must be received by the DCRT no later than the deadline in the Schedule of Events. Proposals received by the deadline will first be reviewed by staff for eligibility and substantial compliance with the RFP requirements. Proposals that are received timely and substantially comply with the RFP requirements shall be evaluated by a committee, using consensus-based scoring, based on the following criteria:

Approach and Methodology (30%) – Consideration of how well the proposer demonstrates its understanding of the challenges and objectives of the Project. The committee shall evaluate the proposer’s plans, staffing, timelines, and any other relevant information to carry out the Project. **Score 0-30 points**

Feasibility and Capacity (30%) – Consideration of the proposer’s relevant experience, certifications, financial stability and resources, staff qualifications, business track record, and any other evidence predicative of the proposer’s ability to successfully carry out the Project as proposed. **Score 0-30 points**

Proposed Revenue (30%) – Consideration of the estimated revenue that will be remitted to the DCRT, based on the proposer’s business plan and revenue-sharing proposal, taking into account its short-term and long-term financial plans. The committee may also consider the value of any improvements to the Property. **Score 0-30 points**

Innovative Concepts (10%) – Consideration of any proposed amenities, improvements, operational strategies beyond the refurbishments and operation of the wave pool complex. **Score 0-10 points**

V. Submitting a Proposal

A. Proposals must be submitted by email or hand-delivered by the deadline in the Schedule of Events.

1. **Hand-delivered submissions.** Proposer is solely responsible for ensuring that its courier service makes inside deliveries to the DCRT’s physical location:

La. Department of Culture, Recreation and Tourism
c/o Anne Richey, Attorney at Law
Office of Management and Finance
1051 N. Third Street, Suite 241
Baton Rouge, LA 70802

2. **Electronic submissions.** Proposer is solely responsible for ensuring that its proposal is of a size and format that may be received via email, submitted to proposals@crt.la.gov. It is recommended that the proposer use a “Request Delivery Receipt” or “Request Read Receipt” to verify e-delivery was successful.

B. Proposals should include all of the following:

1. **Proposer Information.** Submit a cover letter on the proposer’s letterhead that provides:
 - a. The legal name of the proposer

- b. The name, title, and contact information of the person who shall serve as the point of contact for questions and other information about the proposal and RFP process
 - c. A statement of interest to enter into an Agreement with the DCRT to carry out the Project on the Property
 - d. The signature, name, and title of the person with the authority to act on behalf of the proposer, including the submission of the proposal, the certifications required, and to negotiate and sign any Agreement that results from the RFP
 - e. Certification that the signatory, on behalf of the proposer, is authorized to act on behalf of the proposer and that the proposer agrees to comply with all requirements, terms, and conditions described in the RFP and all attachments
2. **Approach and Methodology.** Please describe the proposer's plans, staffing, and timelines to carry out the Project.
- Please include the proposer's plans to address the Project components related to the proposer's refurbishment of wave pool complex, including but not limited to the following:
 - a. Assessment of existing wave generation systems, mechanical, pneumatic, plumbing, and electrical systems
 - b. Replacement, refurbishment, or upgrade of wave equipment, if needed
 - c. Structural repairs to pool shell, decking, and associated infrastructure
 - d. Upgrades, repair, and maintenance to filtration, disinfection, and water treatment systems as needed
 - e. Upgrade, repair, and maintenance of buildings and building systems associated with the wave pool complex.
 - f. Compliance with current health, safety, accessibility, and building codes
 - g. Project management, scheduling, and coordination to minimize facility downtime
 - h. Design and engineering services, if needed
 - Additionally, please include proposer's plans to address the Project components related to the proposer's management and daily operation of the wave pool complex, including but not limited to the following:
 - a. Operation of the facility for public use during defined seasons and hours
 - b. Day-to-day management and staffing, including training and certification
 - c. Lifeguarding, safety protocols, and emergency response
 - d. Water quality monitoring and regulatory compliance
 - e. Preventive and corrective maintenance
 - f. Guest services and customer experience management
 - g. Financial management, reporting, and budgeting
 - h. Expenses associated with operation of facility, including but not limited to, staff, utilities, insurance, supplies
 - i. Marketing and community engagement
3. **Feasibility/Capacity.** Please describe proposer's relevant experience, certifications, financial stability and resources, staff qualifications, business track

record, and any other evidence predicative of the proposer's ability to successfully carry out the Project as proposed.

4. **Proposed Revenue/Financial.** Please present the estimated annual and total revenue that will be remitted to the DCRT, based on the proposer's business plan and revenue-sharing proposal, taking into account its short-term and long-term financial plans. The proposer may also submit information pertaining to the estimated value of any proposed repairs and/or improvements or the estimated enhanced value of the Property as a result of the Project.
5. **Innovative Concepts.** The proposer may, but is not obligated to, present any concepts beyond the refurbishments and operation of the wave pool complex, to add to the Project. Any such concept must support DCRT's public purposes. Examples include concepts that improve the recreational amenities and services at Bayou Segnette State Park, generate additional revenue for the DCRT, and/or improve operational efficiency and effectiveness in achieving the DCRT's public purposes. Concepts are subject to DCRT approval and will be defined, negotiated, and included within the terms of the Agreement.

VI. Schedule of Events

Schedule of Events	
Public Notice of RFP	01/13/2026 – 02/06/2026
Property Site Visit – Bayou Segnette State Park, 7777 Westbank Expy., Westwego, LA 70094 at the wave pool	01/20/2026 @ 10:00 AM CST
Deadline for interested parties to submit questions regarding the RFP and Project – arichey@crt.la.gov	01/26/2026 @ 4:00 PM CST
Deadline for DCRT to post responses to proposers' questions	01/30/2026 @ 4:00 PM CST
Deadline for submission of proposals	02/06/2026 @ 2:00 PM CST
Review and evaluation	02/07/2026 – 02/13/2026
Notice of Award	02/13/2026
Execution of Concession Lease/Cooperative Endeavor Agreement	TBD
Notice to Proceed	TBD

Answers to the proposers' questions and any revisions to this schedule and/or addenda to the RFP will be posted on www.opportunititesinlouisiana.com

VII. Administrative Requirements

- A. **Insurance.** Following the award, upon execution of the Agreement, and before the Project commences, the Contractor/Lessee shall furnish the DCRT with certificates of insurance that evidence the Contractor/Lessee has obtained insurance of the types and in the amounts

contained in the Office of Risk Management's *Procedures Manual for Insurance Language in Contracts and Indemnification Agreements*.

- B. **Public Records.** All submitted proposals become the property of the DCRT and are subject to the disclosure and retention requirements contained in Louisiana's Public Records law. If the proposal contains confidential information (as defined by public records law), the proposer must submit two versions of its proposal. The second version shall be labeled "Redacted Copy." The proposer must redact all confidential information from this Redacted Copy of its proposal. In the event the DCRT is required to produce a copy of the proposal in response to a request for public records, the DCRT will produce the Redacted Copy.
- C. **No Obligation.** The issuance of this RFP does not obligate the DCRT to enter into a concession lease agreement, cooperative endeavor agreement, or contract of any kind.
- D. **Changes, Additions, Withdrawal.** If a proposal lacks clarity or is missing information, the DCRT is under no obligation to request information to complete a proposal. However, the DCRT may solicit such information. A proposer may supplement, correct, and/or withdraw its proposal at any point until the deadline for submission.
- E. **Waiver of Administrative Informalities.** The DCRT reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.
- F. **Ownership.** All materials submitted in response to this RFP become the property of the DCRT. Selection or rejection of a proposal does not affect this right. All proposals submitted will be retained by the DCRT and not returned to the proposers. The copyright to any material included in a proposal is not transferred to the DCRT. The submission of a proposal authorizes the DCRT to use all ideas or adaptations of ideas contained in any materials submitted in response to the RFP.
- G. **Cost of Preparation.** The DCRT is not liable for any costs incurred by prospective proposers prior to issuance of or entering into an Agreement hereunder. Costs associated with developing the proposal, preparing for oral presentations (if any), conducting a site visit, and any other expenses incurred by the proposer in responding to this RFP are entirely the responsibility of the proposer, and shall not be paid or reimbursed in any manner by the DCRT.
- H. **Proposal Validity.** All proposals shall be considered valid for acceptance until such time an award is made, unless the proposer provides for a different time period within its proposal. However, the DCRT reserves the right to reject a proposal if the proposer's acceptance period is determined by the DCRT to be unacceptable and the proposer refuses to extend the validity of its proposal.
- I. **Discussions/Presentations.** The DCRT, in its sole discretion, may require all proposers who submit proposals determined to be reasonably susceptible of being selected for the award to provide a written or oral discussion or presentation of how they propose to meet the DCRT's objectives; however, the DCRT reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received. Any commitments or representations made by the proposer during these discussions, if conducted, may become formally recorded in the final concession lease agreement, cooperative endeavor agreement, or other contract. Written or oral discussions or presentations for clarification may be conducted to enhance the DCRT's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

Exhibit A – Legal Description of the Property and Satellite Map

One certain tract of land being situated in the Northwest Quarter of Township 14 South, 23 East, Section 17; Within Bayou Segnette State Park, Jefferson Parish, Louisiana, and more particularly described as follows:

Commence at the Northwest corner of the intersection of Drake Avenue and Louisiana Avenue. Said point being the POINT OF BEGINNING of the tract described herein:

Thence run North along Western edge of Drake Avenue distance of 715 feet to the shoreline of Bayou Segnette Canal. Thence run due West along Southern edge of Bayou Segnette Canal a distance of 2,273 feet to the intersection with Segnette Boulevard. Thence run 205 degrees Southwest a distance of 295 feet to Northeast corner of intersection of Louisiana Avenue and Segnette Boulevard. Thence run 110 degrees a distance of 2,030 feet to the POINT OF BEGINNING and containing 27 acres more or less.

Said tract being subject to all rights-of-ways, easements and servitudes of record.



Exhibit B – Bayou Segnette State Park

Bayou Segnette State Park

Westwego, LA

Public-Private Partnership Opportunities



Bayou Segnette State Park

VISITATION:

FY 2025: 131,405

In-state Visitation: 44% **Out of State Visitation:** 56%

- **Cabin Nights Occupied:** 3,200
- **Campsite Nights Occupied:** 15,205



OVERVIEW

Parish: Jefferson

440,781 residents

Acreage: 589

Established: 1980

Tourism Region:

Cajun Country

Overnight Amenities:

16 deluxe waterfront cabins,
98 campsites, group camp

Features: tournament-style
boat launch, picnic
area/pavilions, playground,
wave pool, nature trail

Hours of Operation:

Entrance Station:

7 a.m. – 5 p.m. Sun – Thurs;

7 a.m. – 8 p.m. Fri & Sat

Gates:

7 a.m. – 9 p.m. Sun – Thurs;

7 a.m. – 10 p.m. Fri & Sat

Guest Use Breakdown	Total	Day-Use	Overnight	Cabins	RV	Group Camp
FY 2025	131,405	39,730	91,675	38,799	27,576	25,300
FY 2024	149,253	44,451	104,802	26,830	49,870	28,102
FY 2023	132,086	44,127	87,959	13,804	69,075	5,080
FY 2022	90,771	36,772	53,999	10,314	38,893	4,792
FY 2021	97,175	53,217	43,958	7,592	33,776	2,590

FY 2025 FINANCIALS: **Revenue*:** \$1,311,507 **Expenditures:** \$1,384,258 **Deficit:** (\$72,751)

**Figure is gross revenue of all income streams at the site.*

FY 2025 REVENUE BY FACILITY:

Day-Use	Campsites	Cabins	Group Camps	Pavilions
\$69,835	\$492,333	\$576,367	\$73,396	\$31,488

Bayou Segnette State Park

A Premier Public–Private Partnership Opportunity in the Heart of Greater New Orleans

Where urban convenience meets Louisiana’s natural beauty.

Bayou Segnette State Park offers one of the most strategically located destinations in the entire Louisiana State Park system — only minutes from downtown New Orleans yet nestled in peaceful wetlands, winding bayous, and tranquil cypress-framed waterways. With strong regional demographics, exceptional recreational assets, and a growing tourism market, Bayou Segnette is primed for transformative P3 investment.



Unmatched Market Access: Your Audience Is Already Here

Within a **60-mile radius**, Bayou Segnette sits at the center of one of the strongest tourism and population markets in the Gulf South.

Regional Population Strength

- **Jefferson Parish population: 440,000+**
- **New Orleans–Metairie Metro: ~966,000 residents**
- **One of the top tourism regions in the United States**, drawing **over 17 million visitors annually** to the New Orleans area (pre-2020 benchmarks, rebounding steadily).
- **Diverse, year-round demand** driven by families, festivals, conventions, sports events, outdoor recreation, and group travel.

Regional Demographics

- **Median Household Income (Jefferson Parish): ~\$65,000**
- **Median Age: ~40 years** (prime recreation and travel demographics)
- **Racial/Ethnic Diversity:**
 - ~48% White
 - ~26% Black
 - ~10% Hispanic/Latino
 - Additional Asian, multiracial, and other groups
- **Strong suburban homeownership base: 62% owner-occupied housing**

In short:

Bayou Segnette is surrounded by a **large, diverse, middle-income population** with strong recreation spending, combined with one of the nation's most visited cities just minutes away.

Why Partner at Bayou Segnette?

The Ideal Site for Hospitality, Recreation, Lodging, Water-Based Experiences, and More

Bayou Segnette's location and natural assets create a rare opportunity for developers:
urban proximity + waterfront views + high visitation + room to build.

Whether envisioning a **luxury RV resort, cabins, conference/event space, eco-lodging, marina-based recreation, or family attractions**, the park provides the foundation for a flagship development.

Current Park Amenities

[illegible]

Bayou Segnette State Park offers the best of everything. Just a fifteen-minute drive across the Mississippi River from New Orleans, a multitude of recreational opportunities awaits visitors of all ages — boating, fishing, camping, canoeing, hiking, picnicking, playgrounds and, of course, swimming in the wave pool, as well as an ecosystem that offers you the chance to spot plants, trees and wildlife from both swamps and marshland.

Both salt and freshwater fishing are available because of the park's unique location. From the boat launch, you may explore many areas not readily accessible by overland routes. Catches of bass, catfish, bream, perch, redfish and trout are common in the area.

On land, picnic areas are available for the whole family, and the playgrounds will delight the children. Group shelters are also a

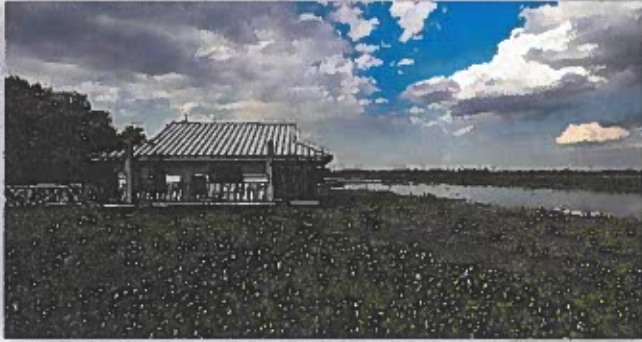
perfect spot for large groups to gather.

After you have splashed the day away in Bayou Segnette's popular wave pool or slipped across any one of the adjacent waterways by boat, you will be glad you took the time to sit back and watch nature at play—for the wildlife is abundant and the vegetation worth closer study.

 Wave Pool — One of the Park's Premier Attractions

- Large family-friendly wave pool
- Draws heavy seasonal visitation
- A unique amenity within Louisiana's state parks





Modern Cabins

- Air-conditioned, fully equipped waterfront cabins
- Popular year-round
- Strong occupancy rates


RV & Tent Camping

- Improved campsites
- Bathhouses
- Shaded areas throughout the campground



Fishing & Crabbing

- Some of the region's best brackish-water fishing
- Public pier access
- Crabbing piers that draw families during peak seasons

 **Boat Launch & Water Access** Direct access to **Bayou Segnette**, connecting to the Barataria estuary. Ideal for small craft, fishing boats, and kayak excursions



Canoe & Kayak Trails

- Scenic paddling routes through wetlands and bayous
- Opportunities for guided tours, rentals, and outfitter partnerships

Picnic Areas & Pavilions

- Large day-use demand
- Popular for reunions, youth groups, and community events



Nature Trails & Boardwalks

- Elevated wetland boardwalk
- Birding, wildlife viewing, and interpretive opportunities

Abundant Wildlife

- Iconic Louisiana species: alligators, wading birds, migratory waterfowl
- High appeal for eco-tourism development

Why Invest Here?

1. High-Value Location

Minutes from downtown New Orleans, the Convention Center, and the region's largest event venues — yet quiet, natural, and protected.

2. Year-Round Demand

From locals, metro families, tourists, festivals, sports fans, and outdoor enthusiasts.

3. Room to Grow



The park offers land and infrastructure capacity suitable for:

- Luxury RV Resorts
- Modern Cabins or Cottages
- Eco-lodging
- Conference or retreat facilities
- Water-based recreation, rentals, or attractions
- Event space and group-use amenities
- Resort-style campground enhancements

4. Strong Visitation

The park already draws significant daily and seasonal traffic — giving new private ventures immediate visibility and customer flow.

5. A Supportive State Framework

Louisiana State Parks actively supports P3 partnerships, offering structured processes for development, leasing, revenue participation, and long-term investment stability.

The Opportunity

A Public-Private Partnership at Bayou Segnette State Park would elevate one of the region's most accessible natural destinations into a flagship recreation and lodging hub — meeting rising visitor expectations while generating new revenue opportunities for both the developer and the state.

The market is strong. The audience is here. The infrastructure exists. The potential is extraordinary.

Exhibit C – Template for Concession Lease Agreement/Cooperative Endeavor Agreement

STATE OF LOUISIANA
PARISH OF _____

COOPERATIVE ENDEAVOR AGREEMENT

This Cooperative Endeavor Agreement (“Agreement”) entered into by and between:

STATE: Louisiana Department of Culture, Recreation and Tourism

Address: 1051 N. 3rd Street
Baton Rouge, LA 70802
P.O. Box 94361
Baton Rouge, LA 70804-9361

Agent: Undersecretary Nancy Watkins

AND

State of Louisiana, Division of Administration

Address: 1201 N. 3rd Street, St. #7-210
Baton Rouge, LA 70802

Agent: Commissioner Taylor F. Barras

AND

CONTRACTOR: TBD

Address: TBD

Name of Agent: TBD

This Cooperative Endeavor Agreement will become binding on STATE only after execution by all parties and delivery to CONTRACTOR. Deposit of CONTRACTOR’s first payment into any account of STATE does not constitute acceptance of this Agreement by STATE.

I. AUTHORITY

- 1.1 La. R.S. 36:204(B)(9)(b) provides the secretary of the Louisiana Department of Culture, Recreation and Tourism may grant a lease, sublease, and concession lease and enter any related contract or agreement on any portion of the immovable property under the department’s supervision, jurisdiction, or management to a private entity such as CONTRACTOR. When a private party is obligated under the terms of the lease to undertake activities or to construct improvements on the leased immovable property that will support the public purposes of the department, the provisions of Part I of Chapter 10

of Title 41 of the Louisiana Revised Statutes of 1950 shall not apply to the lease, but such a lease shall be negotiated and let in accordance with fair and reasonable criteria established and applied relating to a balance of factors including but not limited to rent, highest return of revenue and benefits, financial stability of the lessee subcontractor, architectural design, development and management of operational plan, uniqueness of operation, and stimulating other economic activity and public benefits within the state.

- 1.2 La. R.S. 56:1687 authorizes the DCRT to engage in cooperative endeavors with any public or private association, corporation or individual in matters relating to acquiring, establishing, developing, improving or maintaining any park, parkway or recreational area; to construct and operate suitable public service privileges and conveniences on any office of state parks holding, and collect reasonable fees and charges for the use of such facilities; to charge a fee and collect rents and other payments for the leasing of concessions or granting of other privileges in or on an office of state parks holding.
- 1.3 La. R.S. 36:201 provides the DCRT's public purposes, and La. R.S. 36:208 provides the public purposes of the DCRT's offices. La. R.S. 56:1682 provides specifically for the public purposes of the office of state parks. La. R.S. 56:1685(C)(19) recognizes and designates Bayou Segnette as a state park.
- 1.4 La. R.S. 1703-1704 provide for the deposit and use of funds generated by state parks, including, specifically, the wave pool at Bayou Segnette State Park.
- 1.5 La. R.S. 39:11 provides that commissioner of administration shall be an essential party to all transactions involving immovable property in which the state has an interest. No such immovable property shall be acquired, transferred, leased, or encumbered without the commissioner being a party to the transaction.
- 1.6 La. Const. Article 7 Section 14 prohibits the state from donating state funds, credit, property, or things of value, and authorizes the state to enter into cooperative endeavors for a public purpose with any public or private association, corporation, or individual.
- 1.7 This Agreement shall be governed by and subject to all applicable laws, including those not specifically mentioned in this Agreement.

II. PROPERTY

This Agreement governs the use, rights, and obligations relating to the following described property ("Property"):

- 2.1 One certain tract of land being situated in the Northwest Quarter of Township 14 South, 23 East, Section 17; Within Bayou Segnette State Park, Jefferson Parish, Louisiana, and more particularly described as follows:

Commence at the Northwest corner of the intersection of Drake Avenue and Louisiana Avenue. Said point being the POINT OF BEGINNING of the tract described herein:

Thence run North along Western edge of Drake Avenue distance of 715 feet to the shoreline of Bayou Segnette Canal. Thence run due West along Southern edge of Bayou Segnette Canal a distance of 2,273 feet to the intersection with Segnette Boulevard. Thence run 205 degrees Southwest a distance of 295 feet to Northeast corner of intersection of Louisiana Avenue and Segnette Boulevard. Thence run 110 degrees a distance of 2,030 feet to the POINT OF BEGINNING and containing 27 acres more or less.

Said tract being subject to all rights-of-ways, easements and servitudes of record.¹

III. CONDITION OF PROPERTY

- 3.1 The taking of possession of the Property by the CONTRACTOR, in itself, shall constitute acknowledgement that the Property is in good and sufficient condition for the purposes for which CONTRACTOR is entering into this Agreement. CONTRACTOR agrees to accept Property in its presently existing condition, "AS IS," and that the STATE shall not be obligated to make any alterations, additions, or improvements to the Property except as otherwise provided for in this Agreement.

IV. TERM

- 4.1 The Agreement granted herein shall have a primary term of ten (10) years, commencing on [date] and ending on [date], with an option to renew for an additional ten (10) year term ("Option").
- 4.2 This Option to renew is not automatic. Any extension or modification of the terms of this Agreement requires a written amendment executed by all parties to the original agreement prior to the termination or expiration of the primary terms.
- 4.3 Should the Agreement terminate prior to execution of an amendment to extend the term pursuant to the exercise of this Option, the parties may negotiate and execute a new agreement.

V. PURPOSE

- 5.1 It is understood and agreed that this Agreement is made and executed by STATE to CONTRACTOR for the purpose of:

The refurbishment and operation of the wave pool complex at Bayou Segnette State Park, and [insert any additional, CONTRACTOR-proposed and STATE-approved activities and/or improvements that support the public purposes of the STATE] ("Project") in accordance with the terms of this Agreement.

¹ An overhead, aerial photograph with a boundary line superimposed over it can be seen in Attachment II to this Agreement.

- 5.2 CONTRACTOR shall have the right and obligation to construct, convert, recomplete, rework, maintain, and operate improvements on the Property in furtherance of the Project..
- 5.3 No improvement shall be constructed, converted, recompleted or reworked without first seeking and obtaining: (a) written consent from STATE after submitting plans for any such construction, conversion, recompletion or rework to STATE for approval; and, if applicable, (b) any necessary permits. This section shall be read in conjunction with Section VI.
- 5.4 Any subcontract or assignment of rights related to the Property and/or this Agreement shall be subject to written approval by STATE.

VI. IMPROVEMENTS

- 6.1 CONTRACTOR may only make and permit others to make those improvements, additions, alterations or reconstructions to the Property which are made in accordance with generally accepted commercial practices and are within the scope and purpose of the Project.
- 6.2 Any other improvements, additions, alterations or reconstructions to Property shall not be made without prior permission of STATE, which permission shall not be unreasonably withheld.

VII. FINANCIAL TERMS

- 7.1 No public funds shall be paid or transferred by STATE to CONTRACTOR under the terms of this Agreement.
- 7.2 Each party agrees to procure and pay for those services and expenses that are determined by that party to be necessary for the implementation of this Project (e.g., surveys, appraisals, permits, marketing and feasibility studies, advertising, professional and consulting services, etc.). Such expenses shall be borne by the party that incurs them.
- 7.3 STATE and the CONTRACTOR shall ensure that the STATE shall receive payments and/or a share of revenue that, at a minimum, satisfies the requirements of Louisiana Constitution Article 7, Section 14 and comports with La. R.S. 56:1703-1704.
- 7.4 STATE and CONTRACTOR hereby agree to share in the revenues generated by and through the Project authorized herein.
- 7.5 All revenue remitted to STATE shall be deposited and spent in accordance with La. R.S. 56:1703-1704 and other provisions of applicable law.
- 7.6 CONTRACTOR shall remit payments to STATE as follows:

TBD

- 7.7 CONTRACTOR agrees to share in any revenues that it generates by and through any third-party provider agreement with another service provider. To that end, CONTRACTOR shall include any revenues generated by and through any third-party provider agreement in its monthly revenue calculations to be shared in accordance with percentages specified in Section 7.3 above.
- 7.8 At the same time CONTRACTOR makes monthly payments to STATE in the amounts specified in Section 8.3 above, CONTRACTOR shall contemporaneously provide STATE with reports detailing the gross revenue it generated each month from the Project.
- 7.9 CONTRACTOR shall submit written reports to STATE on a monthly basis. Each report shall include relevant and current information regarding the Project, including at a minimum: updates on construction, repairs, maintenance, and overall project status; staffing; visitation; incidents involving safety, law enforcement, insurance claims, or potential liability; closures; operating hours; and other relevant matters. Reports shall be submitted to STATE no later than fifteen (15) days following the end of each reporting month.
- 7.10 CONTRACTOR shall remit payment to STATE by the 15th day of each month. The payment shall be in an amount equal to the payments required in Section 8.3, including the relevant percentage of revenue for all revenue generated from the Project in the preceding month.
- 7.11 In the event of any late payment, STATE may immediately terminate this Agreement at STATE's option or CONTRACTOR may be granted up to an additional thirty (30) days to make payment. During this thirty (30) day period, any late payments tendered by CONTRACTOR must include an additional late penalty equal to five percent (5%) of the amount STATE is owed. Furthermore, at STATE's option, payments tendered more than thirty (30) days following the due date may be accepted. Acceptance of late payments does not alter the terms of this Agreement. For payments sent by the US Postal Service, the date postmarked is deemed the date tendered. The Parties may set up auto draft, ACH, or other electronic payment methods upon mutually agreeable terms to be determined.
- 7.12 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data, records and accounts of the Contractor that relate to this Agreement, upon request.
- 7.13 The Contractor and any subcontractors under this Agreement shall maintain all books and records pertaining to this Agreement for a period of four years after the date of final payment under the prime contract and any subcontract entered into under this Agreement or four years from the date of termination of the prime contract and any subcontract entered into under this Agreement, whichever is later.

VIII. REPORTING/MONITORING

- 8.1 Each party to this Agreement shall designate a point of contact for this Agreement, who shall, on behalf of the respective party, serve as the liaison between the STATE and CONTRACTOR and shall monitor and document achievements, challenges, and compliance with this Agreement. Notices provided under this Agreement shall be effective when received by the point of contact at the specified address. Each party is responsible for keeping this information current.

For the STATE:

Name
Title
Address
Phone
Email
Project

For CONTRACTOR:

Name
Title
Address
Phone
Email
Project

- 8.2 STATE will ensure that all of CONTRACTOR's activities are approved, carried out, monitored, documented, and insured in accordance with this Agreement.

IX. AFFIRMATIVE DUTIES

- 9.1 Pursuant to La. R.S. 56:30.3, CONTRACTOR shall maintain and preserve access by the public to any public waterways through the state lands covered by this Agreement.

X. CONDITIONS

- 10.1 The Agreement is granted subject to all existing surface leases, mineral leases, servitudes, rights-of-way, permits or any other contract of record affecting the Property.
- 10.2 CONTRACTOR shall comply with all federal, state and local rules, regulations and ordinances for sewer, sanitation, fire safety and any other regulated activities and provide STATE with proof of compliance, upon request.
- 10.3 CONTRACTOR agrees to use the Property as a good and careful administrator and agrees to hold any and all subcontractors to the same standard. This obligation includes maintaining the property in a neat, clean and orderly manner at all times.
- 10.4 No hazardous waste materials shall be placed or stored on or under the Property by CONTRACTOR and/or any and all subcontractors.
- 10.5 CONTRACTOR agrees to abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of

1974; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Fair Housing Act of 1968; Americans with Disabilities Act of 1990 and La. R.S. 39:1602.1.

- 10.6 CONTRACTOR agrees not to discriminate in its employment practices, and shall render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by CONTRACTOR, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

XI. RESERVATIONS

- 11.1 STATE reserves the full use and enjoyment of the Property, both surface and subsurface, for any and all purposes except those particular uses granted hereinabove to CONTRACTOR. STATE's reservation includes, but is not limited to the following rights:
- 11.2 STATE reserves all rights of whatever nature and kind in and to all minerals on or under the Property. These rights include, but are not limited to, all operations which are necessary, useful or convenient for the exploration, exploitation, drilling, mining, production, development, storage and transportation of all oil, gas, sulphur and other minerals, on or under the Property or any other property under the control of STATE.
- 11.3 STATE reserves all rights of whatever nature and kind in and to all timber and forest products on the Property. These rights include, but are not limited to, rights of access; management and/or removal of timber and forest products.
- 11.4 STATE may exercise the rights reserved herein without CONTRACTOR's consent, so long as the exercise of those rights does not prohibit CONTRACTOR's use of the Property or damage improvements made by CONTRACTOR or its subcontractors. CONTRACTOR hereby expressly agrees and declares that STATE shall not be liable to CONTRACTOR for damages resulting from the exercise of any rights reserved herein.

XII. ASSIGNMENT

- 12.1 This Agreement shall be binding upon STATE and CONTRACTOR, their respective successors and assigns.
- 12.2 The CONTRACTOR shall not assign or otherwise transfer any interest in this Agreement, in whole or in part, without the prior written permission of STATE.
- 12.3 This Agreement shall be heritable, but shall not be subject to mortgage, pledge, seizure or sale without the prior written consent of STATE.

XIII. HOLD HARMLESS / INDEMNIFICATION / INSURANCE

- 13.1 CONTRACTOR accepts the Property in its present condition, and STATE shall not be responsible for damage of any kind to any person or property arising out of or resulting from CONTRACTOR's use of the Property.
- 13.2 CONTRACTOR further agrees to obtain and maintain adequate amounts/levels of insurance pursuant to that described in Attachment I to this Agreement. Any such policy of insurance shall name STATE as an additional insured.
- 13.3 CONTRACTOR further agrees to require any subcontractor to obtain and maintain adequate amounts/levels of insurance pursuant to that described in Attachment I to this Agreement. Any such policy of insurance shall name STATE as an additional insured.
- 13.4 CONTRACTOR further agrees to indemnify and to hold STATE harmless against any loss or liability for injury to or death of persons or damage to property of others, including costs and expenses incidental thereto, arising wholly or in part from or in connection with the condition, use or existence of the Property or any of the rights granted herein, except and wherein such damage or loss resulted directly from STATE's (or its assigns) exercise of rights cited herein under Reservations.
- 13.5 CONTRACTOR will, at STATE's request, appear and defend any suit arising from any such loss or liability at CONTRACTOR's own sole cost and expense and will pay any judgment that may be entered against STATE therein when said suit is finally determined for such loss or liability resulting from use of the Property by CONTRACTOR, its subcontractors and/or assigns.
- 13.6 CONTRACTOR shall produce and provide a certificate of insurance upon which STATE is identified as an additional insured on an annual basis and/or when reasonably requested by STATE.

XIV. TERMINATION/CANCELLATION

- 14.1 Should CONTRACTOR at any time violate any of the terms or conditions of this Agreement, or discontinue the use of the Property, payments or other expenses assumed under this Agreement, STATE shall have the option to notify CONTRACTOR in writing that it intends to cancel this Agreement and if CONTRACTOR has not corrected the problem within ninety (90) days from receipt of notice, then STATE may immediately cancel this Agreement without putting CONTRACTOR in default. CONTRACTOR will remain responsible/liable for any personal property or equipment remaining onsite after said Agreement has terminated.
- 14.2 Should CONTRACTOR at any time use the Property or any portion thereof for any illegal or unlawful purpose, or should CONTRACTOR commit, or permit or tolerate the commission of any act which upon conviction is punishable by imprisonment under the

laws of the United States or the State of Louisiana, STATE may immediately cancel this Agreement without prior notice or necessity of putting CONTRACTOR in default.

- 14.3 It is understood and agreed that should it be determined that the Property covered by this Agreement is required for another public purpose by the STATE, CONTRACTOR shall be so notified by writing and this Agreement shall be cancelled and terminated and the Property surrendered ninety (90) days from the date of receipt of said notice.
- 14.4 CONTRACTOR may surrender this Agreement at any time, either during the original term or any extension of the original term by giving written notice to STATE. If CONTRACTOR had previously recorded this Agreement in the parish conveyance records, then CONTRACTOR shall file a written release in the parish conveyance records and shall provide STATE with a certified copy thereof. Surrender of this Agreement shall not affect any existing obligations of the CONTRACTOR or relieve the CONTRACTOR of any obligations previously incurred.
- 14.5 Upon termination of this Agreement, CONTRACTOR will *ipso facto* forfeit any right of recourse against STATE for return of all or part of the consideration paid.
- 14.6 In the event of cancellation or termination for any reason, STATE, in its sole discretion, shall allow for CONTRACTOR and its subcontractors or its assigns to remove at their sole risk, cost and expense, any or all improvements, constructions or obstacles and to restore the Property to its original condition within ninety (90) days of this Agreement's termination. This responsibility to remove any and all improvements, constructions or obstacles on the part of CONTRACTOR and its subcontractors or its assigns shall be joint liability. In the event CONTRACTOR and its subcontractors or its assigns fail to remove all constructions from the Property within ninety (90) days of this Agreement's termination, then STATE will acquire ownership of the improvements, constructions and obstacles and owe nothing to CONTRACTOR. Should STATE undertake the removal of any or all improvements, constructions or obstacles and restoration of the Property by reason of CONTRACTOR or subcontractors or its assigns, failure or refusal to do so, then CONTRACTOR (on behalf of itself and its subcontractors and its assigns) expressly consents and agrees to reimburse STATE for the full costs incurred for such removal and restoration.
- 14.7 Should STATE allow or permit CONTRACTOR to remain on the Property after the expiration or termination of this Agreement, this shall not be construed as a reconduction of this Agreement.

XV. NOTICE

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

TO STATE:

Nancy Watkins – Undersecretary
Louisiana Department of Culture, Recreation and Tourism
P.O. Box 94361
Baton Rouge, Louisiana 70804

COPY TO:

Anne Richey - Attorney
Louisiana Department of Culture, Recreation and Tourism
P.O. Box 94361
Baton Rouge, Louisiana 70804

TO CONTRACTOR:

TBD

XVI. EFFECT OF LAW

- 16.1 The parties to this Agreement understand and agree that the provisions herein shall, between them, have the effect of law; but in reference to matters not provided herein, this Agreement shall be governed by the laws of the State of Louisiana. Any and all disputes arising from this Agreement shall be filed, heard and adjudicated in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

THUS DONE AND SIGNED, at _____, Louisiana, in triplicate, on the _____ day of _____, 2026.

WITNESSES:

TBD

TBD

THUS DONE AND SIGNED, at Baton Rouge, Louisiana, in triplicate, on the _____ day of _____, 2026.

WITNESSES:

**LOUISIANA DEPARTMENT OF
CULTURE, RECREATION AND
TOURISM**

Nancy Watkins
Undersecretary – State of Louisiana
Department of Culture, Recreation and
Tourism

THUS DONE AND SIGNED, at Baton Rouge, Louisiana, in triplicate, on the _____ day of _____, 2026.

WITNESSES:

**LOUISIANA DIVISION OF
ADMINISTRATION**

Taylor F. Barras
Commission of Administration

ATTACHMENT I

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Contractor's operations and use of the property subject to this Agreement. The cost of such insurance shall be borne by the Contractor.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation Workers

Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000.00. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Form CG 20 10 (for ongoing work) (current form approved for use in Louisiana), or equivalent, is to be used

when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor's for the Agency.

3. All Coverages

a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in Louisiana. Insurance shall be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. VERIFICATION OF COVERAGE

1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

2. The Certificate Holder Shall be listed as follows:

State of Louisiana
Louisiana Department of Culture, Recreation and Tourism, Its Officers, Agents,
Employees and Volunteers
P.O. Box 94361
Baton Rouge, LA 70804-9361
Project or Contract #:

3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTOR

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its

departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

1. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

2. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims

ATTACHMENT II

The following image and the boundaries identified thereon are used for illustrative purposes only. They are not intended to memorialize the exact location contemplated by this Agreement between STATE and CONTRACTOR.

