



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**  
**Renovation, Development, and Operation of the Historic Bathhouse**  
**at Fontainebleau State Park**

**I. Introduction**

The Louisiana Department of Culture, Recreation and Tourism (DCRT) invites interested parties to submit proposals to renovate, redevelop, and operate an existing historic bathhouse facility located within Fontainebleau State Park (Project). The Project's objective is to transform the current 4,000-square foot, lakefront structure (Bathhouse) into an updated, functional, and revenue-generating facility that enhances visitor experience and supports long-term park operations. The selected proposer (Contractor) will be responsible for providing all design, construction, project management, and related services necessary to renovate the existing Bathhouse and convert it into a revenue-producing venue and to manage and operate that venue under a revenue-sharing agreement with the DCRT. Potential uses of the Bathhouse may include event rental space or other revenue-generating concepts consistent with the mission of the DCRT, state park operations, and applicable law. Proposers are expected to offer creative, practical, and cost-efficient design solutions that both preserve the building's historical/structural integrity and align with the park's natural setting and operational needs. The Project shall be expenditure-neutral and revenue-positive for the DCRT.

The Bathhouse was constructed in 1939 during the Civilian Conservation Corps era. Historically, it served as a changing facility for swimmers and included restroom accommodations. Although the large, one-story brick-veneer structure has undergone several renovations due to hurricane damage and the need for modernization, much of its original character remains intact. The interior still features the original layout, with men's and women's changing and bathing areas flanking a central corridor. The building faces a natural beach along Lake Pontchartrain, with a grass lawn extending behind it. The Bathhouse continues to serve visitors today, primarily as a public restroom facility.

The Project involves the renovation of a historic building listed on the National Register of Historic Places. The entirety of Fontainebleau State Park is a National Register Historic District and federal Land and Water Conservation Fund site. All work associated with this Project must comply with all applicable federal and state laws, rules, regulations, and standards. This includes, but is not limited to, compliance with the [Secretary of the Interior's Standards for Rehabilitation](#) (SOI Standards) and the [Federal Land and Water Conservation Fund Act](#) (LWCF).

Contractor shall ensure that all design, renovation, and construction activities preserve the building's historic character. All plans must be submitted in writing to the DCRT and approved by the DCRT prior to any work begins. The DCRT's approval of such plans does not guarantee

the plans meet SOI Standards. If the proposed renovations or new use of the Property will prevent the public from accessing the existing Bathhouse restrooms, Contractor must build a new restroom facility for park visitors that complies with all applicable laws and regulations. The new restroom must be comparable to the existing facilities and constructed in close proximity to the Property, at a specific location to be designated by the DCRT.

## II. The Property

The Property subject to the Project is a +/- 1.3 acre tract located on the north shore of Lake Pontchartrain and includes the approximately 4,000 square foot building that currently serves as a bathhouse as well as the grass lawn located behind the Bathhouse. Additional amenities of Fontainebleau State Park (Park) include twelve (12) cabins, a lodge, 163 campsites, two (2) group camps, a beach, fishing pier, picnic area, pavilions, meeting room, splash pad, playground, a portion of the Tammany Trace, nature trails, and a nature center.

The Property is adjacent to a parking lot with approximately 400 parking spaces that will be available for Contractor's use. Contractor will be responsible for installing its own electrical meter and upgrading electrical service and all other utilities and systems as needed to support its operations. The Park is supplied by well water and connected to the city sewer system.

**Exhibit A** includes a satellite map of the Project area. **Exhibit B** provides an aerial photograph of the Bathhouse. **Exhibit C** provides a floor plan of the Bathhouse. **Exhibit D** provides information about Fontainebleau 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 Agreement resulting from this Request for Proposals (RFP) is subject to all rights-of-way, easements, and servitudes of record. The area subject to the Project was acquired by the DCRT pursuant to an Act of Sale dated February 24, 1939, and recorded in Book 143, Page 297 of the Conveyance Records of St. Tammany Parish, State of Louisiana on March 20, 1932.

## III. Authority

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

- Requires a private entity to undertake activities or construct improvements on the DCRT's immovable property that will support the 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\(C\)\(1\)](#) recognizes and designates Fontainebleau 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. 56:1698](#) provides that the title to all lands acquired heretofore for the purpose for which the Louisiana State Parks and Recreation Commission was created shall be vested in the state of Louisiana including...Fontainebleau State Park, in the parish of St. Tammany.

[La. R.S. 56:1703](#) provides for the deposit and use of funds generated by state parks.

[La. R.S. 39:11](#) provides that the 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 donation of 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.

The DCRT is limited in its ability to negotiate any agreement (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 E**). 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 (25%)** – The evaluation will consider how well the proposer demonstrates an understanding of the Project’s objectives and constraints, including the

renovation of the historic, National Register-listed Bathhouse and its transformation into a functional, revenue-generating venue. The committee will assess the clarity and feasibility of the proposer's approach; the methodology for renovating a historic structure; the plan for ensuring compliance with all applicable laws, rules, regulations, and preservation standards; and the proposer's operational methodology of the proposed revenue generating venue. The committee will also evaluate the proposer's overall plan, proposed timelines for both renovation and operation of the venue, and any additional information relevant to the proposer's ability to successfully carry out the Project. **Score 0-25 points**

**Feasibility and Capacity (20%)** – Consideration of the proposer's demonstrated capacity to successfully deliver both the renovation of Bathhouse and long-term venue operations; relevant experience of the firm and key personnel in comparable design, construction, and hospitality/event operations; financial stability, technical expertise, staffing resources, and availability to complete the Project on schedule; demonstrated success on similar projects, and any other evidence predictive of the proposer's ability to successfully carry out the Project as proposed. **Score 0-20 points**

**Proposed Revenue/Financial (25%)** – Consideration of the strength and competitiveness of the proposed revenue-sharing structure and/or financial terms offered 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 and budgets, and completeness and credibility of financial projections, expenses, and anticipated revenue performance. The committee may also consider the value of any proposed improvements to the Property. **Score 0-25 points**

**Project Schedule and Management of Renovation of Bathhouse (10%)** – Consideration of the practicality and efficiency of the proposed schedule; Project management approach, including communication protocols, quality control, risk management, and strategies to minimize disruption to park operations; and overall plan for managing Project delivery. **Score 0-10 points**

**Project Schedule of Proposed Revenue-Generating Use of the Venue (20%)** - Evaluation will consider the creativity, suitability, and operational viability of the proposer's plan for revenue-generating use of the renovated Bathhouse; alignment with the DCRT's mission, visitor experience goals, and overall Park operations, federal LWCF requirements, and compatibility with the historic structure; expected community benefit, public access considerations, and ability to attract sustained patronage; and innovation and long-term viability of proposed use. **Score 0-20 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 240  
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](mailto: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. If proposer is a business, it must provide a Certificate of Good Standing if organized under Louisiana law; otherwise, it must provide a Certificate of Good Standing from the applicable state agency. The legal name of the proposer must match the name on the proposer's W-9.
  - 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.** Proposers shall describe their plans, staffing, and timelines for carrying out all components of the Project, addressing the following:
  - a. A clear explanation of the proposer's understanding of the Project's goals, including renovation of the historic, National Register-listed Bathhouse and its transformation into a functional, revenue-generating venue to be managed and operated by the proposer
  - b. Identification of key project constraints, such as historic preservation requirements, site conditions, operational considerations, and applicable regulatory obligations
  - c. A clear and feasible approach to renovating a historic structure, including methods for preserving character-defining features and complying with the Secretary of the Interior's Standards for Rehabilitation (as applicable)

- d. Description of anticipated design strategies, construction techniques, sequencing, and anticipated challenges along with proposed solutions
  - e. A plan for ensuring compliance with all applicable federal, state, and local laws, rules, regulations, codes, and preservation standards
  - f. Explanation of how required permits, approvals, and reviews will be obtained, tracked, and managed throughout the Project
  - g. A description of the proposer's approach to operating the renovated venue upon completion, including staffing, maintenance, public access, guest services, and coordination with Park operations
  - h. Overview of the management structure and how ongoing operations will support revenue generation and long-term viability
  - i. A comprehensive plan describing how the proposer will carry out the Project from design through construction and into operational launch
  - j. Identification of major tasks, deliverables, key personnel, and lines of responsibility
  - k. A proposed schedule for both renovation and commencement of operations, including major milestones, permitting timelines, and critical-path items
  - l. Explanation of how the proposer will maintain schedule and mitigate potential delays
  - m. Any additional information the proposer deems relevant to demonstrating capability and readiness to successfully complete the Project.
2. **Feasibility/Capacity.** Please describe proposer's relevant experience with historic renovations, certifications, financial stability and resources, staff qualifications, evidence of demonstrated success on similar projects, and any other evidence predictive of the proposer's ability to successfully carry out the Project as proposed.
  3. **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.
  4. **Project Schedule and Management.** Please present proposed project schedule and outline of the management strategies, including but not limited to, timelines, phases of the renovation portion of the Project, if applicable, strategies to minimize disruption to Park operations, risk management strategies, and other relevant Project related information.
  5. **Proposed Revenue-Generating Use of the Venue.** Please provide a description of the proposed revenue generating use of the renovated Bathhouse, including alignment with the DCRT's mission, visitor-experience goals, and ongoing Park operations; expected community benefit, public-access considerations, and ability to attract sustained patronage; long-term viability of the proposed use, potential to

enhance long-term revenue for the DCRT, and any other Project related information.

**VI. Schedule of Events**

Schedule of Events	
Public Notice of RFP	April 28, 2026
Property Site Visit – Fontainebleau State Park, 62883 LA 1089, Mandeville, LA 70448 meeting point at the Bathhouse	May 12, 2026, at 10:00 AM CT
Deadline for interested parties to submit questions regarding the RFP and Project – arichey@crt.la.gov	May 26, 2026, at 5:00 PM CT
Deadline for the DCRT to post responses to proposers’ questions	June 2, 2026
Deadline for submission of proposals	June 16, 2026, at 2:00 PM CT
Discussions/Presentations, if necessary	TBD
Review and evaluation	TBD
Notice of Award	TBD
Execution of the Agreement	TBD
Notice to Proceed	TBD

Answers to proposers’ questions and any revisions to this schedule and/or addenda to the RFP will be posted on [www.opportunitiesinlouisiana.com](http://www.opportunitiesinlouisiana.com).

**NOTE:** This schedule is subject to change. Any changes will be posted on the website.

**RFP Content Questions**

Questions regarding this RFP must be submitted in writing to the email address provided in the Schedule of Events and received no later than 5:00 PM CST on May 26, 2026. To ensure fair competition, all proposers will receive the same information and materials; no telephone or personal inquiries about this RFP will be answered.

**VII. Administrative Requirements**

- A. **Bond Requirement.** Following the award, Contractor shall furnish a good and solvent bond in an amount equal to the contract costs for the faithful performance of its duties, including but not limited to, guaranteeing the timely completion of the Bathhouse renovation component of the Project and the payment of all laborers, suppliers, and subcontractors. A surety bond written for the Project shall be written by a surety or insurance company currently on the U.S. Department of Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana-domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide. A surety bond shall be written by a surety or insurance company that is licensed to do business in the State of Louisiana and acceptable to the DCRT. Contractor shall submit a good and solvent performance bond to the DCRT within ten calendar days (10) of the execution of the Agreement. No mobilization or on-site work shall commence until bond is received and approved by the

DCRT. The surety bond shall remain in full force through Substantial Completion, Final Completion, acceptance of the Bathhouse renovation component of the Project, and any correction period/warranty specified in the Agreement. The cost of the required bond shall be paid by Contractor.

- B. **Insurance.** Following the award, upon execution of the Agreement, and before the Project commences, Contractor shall furnish the DCRT with certificates of insurance that evidence Contractor 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*. **[Exhibit F]**
- C. **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 Louisiana 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.
- D. **No Obligation.** The issuance of this RFP does not obligate the DCRT to enter into an agreement or contract of any kind.
- E. **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 at any time. A proposer may supplement, correct, and/or withdraw its proposal at any point until the deadline for submission and upon the DCRT's request.
- F. **Acknowledgment.** By submitting a proposal, the proposer acknowledges that it understands and agrees to comply with all requirements associated with contracting with the DCRT and that it has thoroughly reviewed all applicable state and federal laws and regulations; the Property; all federal, state, and local permitting requirements; and the proposal instructions and sample contract included in this solicitation.
- G. **Waiver of Administrative Informalities.** The DCRT reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.
- H. **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.

- I. **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.
  
- J. **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.
  
- K. **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 regarding information that is relevant to the Project; 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 Agreement. 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: Satellite Map of the Property

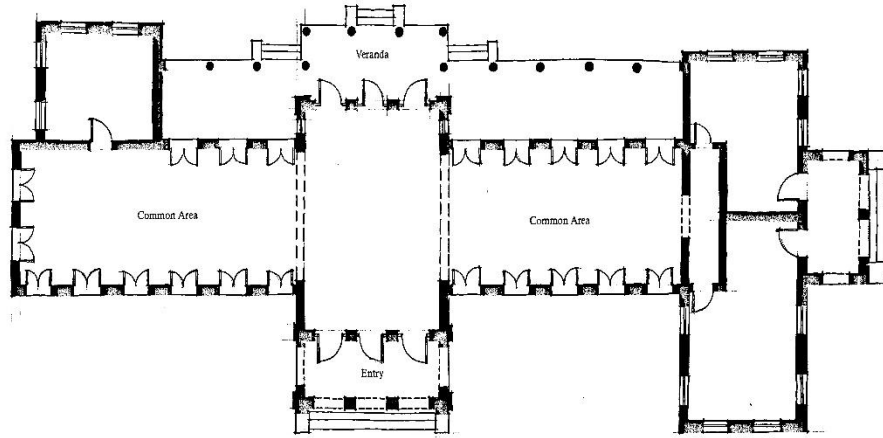
The aerial photograph below identifies the Property subject to the Project.



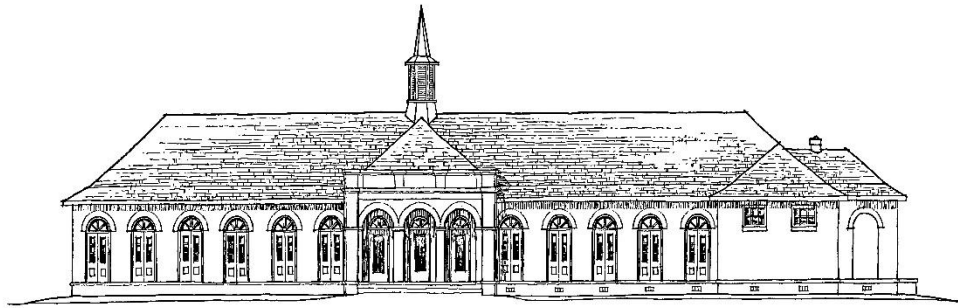
**Exhibit B: Aerial Photograph of Fontainebleau Bathhouse**



# Exhibit C: Fontainebleau Bathhouse Floor Plan



Floor Plan Scale: 3/16" = 1'-0"



Elevation Scale: 3/16" = 1'-0"

fontainebleau state park

saint tammany parish, louisiana

july 2001

project no. 01.244.000.04, part 1  
site code: 1.52.016



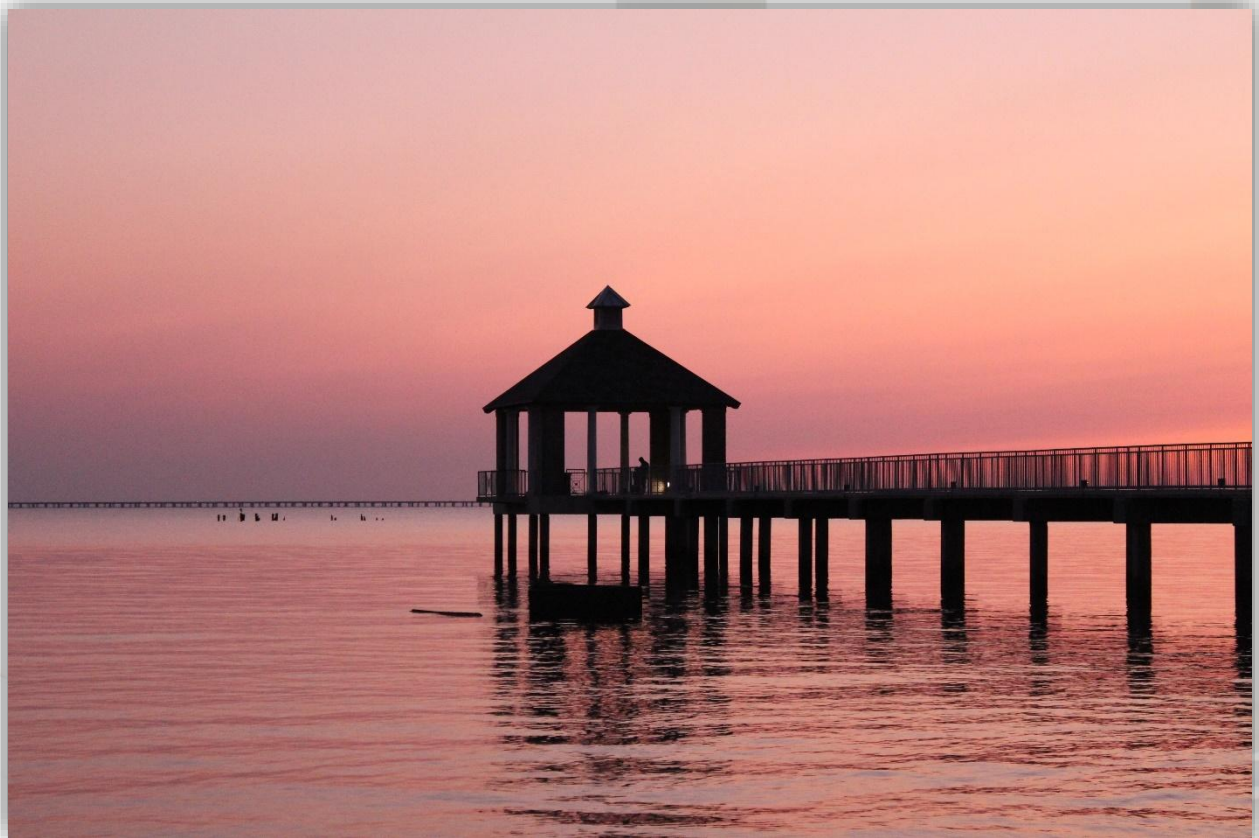
**bath house renovation**

**Exhibit D:**  
**Fontainebleau State Park**  
**Public-Private Partnership Opportunities**

# Fontainebleau State Park

Mandeville, LA.

## Public-Private Partnership Opportunities



# Why Fontainebleau?

## VISITATION:

FY 2025: 279,265

In-state Visitation: 66% Out of State Visitation: 34%

- Cabin Nights Occupied: 2,075
- Campsite Nights Occupied: 22,780



## OVERVIEW

**Parish:** St. Tammany  
264,570 residents

**Acreage:** 2,896

**Established:** 1938

**Tourism Region:**  
Greater New Orleans

**Overnight Amenities:**  
12 cabins, lodge, 163 campsites,  
2 group camps

**Features:** beach, fishing pier, picnic area, pavilions, meeting room, splash pad, playground, Tammany Trace, nature trails, nature center, all-terrain track wheelchair

**Hours of Operation:**  
Entrance Station:  
8 a.m. – 5 p.m. Sun – Thurs;  
8 a.m. – 8 p.m. Fri & Sat  
Gates: 7 a.m. – 9 p.m. Daily

*\*Cabins reopened October 4, 2024, after Hurricane Ida.*

Guest Use Breakdown	Total	Day-Use	Over-night	Cabins*	RV	Tent	Group Camps	Lodge
FY 2025	279,265	125,393	153,872	35,989	60,894	13,654	30,335	13,000
FY 2024	236,928	113,143	123,785	--	60,671	29,213	17,898	16,003
FY 2023	248,986	115,998	132,988	--	79,730	21,240	29,436	2,582
FY 2022	227,884	135,345	92,539	2,745	63,906	13,898	11,094	896
FY 2021	270,970	167,177	103,793	13,457	64,344	14,245	10,315	1,432

**FY 2025 FINANCIALS:** Revenue\*\*: \$1,803,121 Expenditures: \$1,879,756 Deficit: (\$76,635)

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

## FY 2025 REVENUE BY FACILITY:

Day-Use	Campsites	Cabins	Lodge	Group Camps	Pavilions	Meeting Room
\$275,653	\$698,965	\$490,568	\$28,830	\$130,200	\$28,080	\$18,160

# Unmatched Diversity and Beauty

It's no surprise that Fontainebleau State Park is Louisiana's most beloved state park. With sweeping views of Lake Pontchartrain, moss-draped Live Oaks, tranquil brackish marshes, and serene upland pine forests, the park offers a stunning snapshot of the state's diverse natural beauty all in one unforgettable destination.



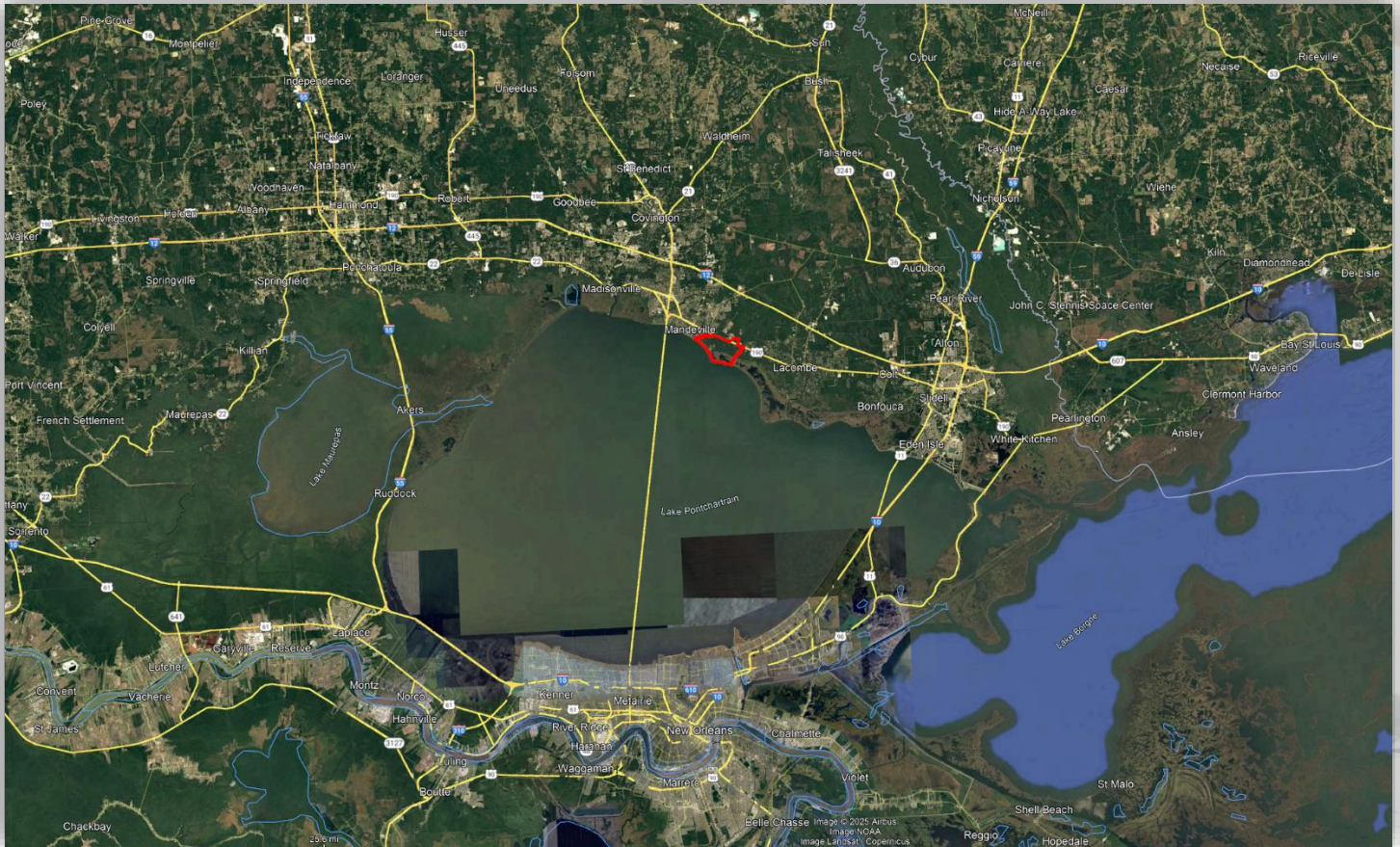
Visitors can immerse themselves not only in nature but also in history. The grounds of the former sugar plantation and the preserved ruins of the sugar mill offer a captivating glimpse into Louisiana's past, adding depth and character to every visit.



Whether you're enjoying scenic hiking trails, fishing from peaceful piers, splashing in the water play areas, or simply taking in the views, Fontainebleau State Park brings together the very best of Louisiana's natural and cultural heritage. Thanks to the Tammany Trace and its close proximity to Mandeville, Madisonville, Covington, and New Orleans, Fontainebleau has become a cherished outdoor hub for the entire Northshore.



# Why Fontainebleau State Park Offers Louisiana's Premier Location for Public–Private Investment



Fontainebleau State Park sits at the heart of one of Louisiana's strongest and fastest-growing demographic regions. Located in St. Tammany Parish—one of the state's most affluent, best-educated, and highest-population parishes—the park benefits from a large, reliable, and economically robust customer base.

Within a 1.5-hour drive, the park draws from a thriving corridor that includes St. Tammany, Tangipahoa, Washington Parish, and portions of the Greater New Orleans metro. This combined region represents **hundreds of thousands of residents** with diverse recreation needs, strong spending power, and convenient access directly to the park.

## Key Advantages of the Fontainebleau Market:

- **High Household Income & Strong Consumer Spending:** St. Tammany's median household income (~\$79K) is among the highest in the state, positioning the park near residents well able to support lodging, dining, recreation, and event-based enterprises.

- **Large, Growing Population Core:** With nearly **280,000 residents** in St. Tammany alone—and well over **450,000+** reachable within 1.5 hours—the park sits amid one of Louisiana’s most vibrant population bases.
  - **Educated, Experience-Driven Audience:** Over 92% of the population holds a high-school diploma or higher, with more than a third holding bachelor’s degrees—an indicator of strong demand for high-quality outdoor, cultural, and wellness-oriented offerings.
  - **Gateway to a Diverse Regional Market:** While St. Tammany brings stability and affluence, nearby parishes and the New Orleans metro add demographic diversity, younger households, and a broader tourism pipeline—supporting everything from family recreation to eco-tourism, special events, and hospitality ventures.
  - **Strategic Access and Visibility:** Located just minutes from major highways, the Northshore population centers, and an easy drive from New Orleans, Fontainebleau is uniquely positioned to capture both local repeat visitation and regional tourism.
- 

## The Bottom Line

**Few parks in Louisiana combine Fontainebleau’s unmatched regional access, robust surrounding demographics, and rising demand for nature-based recreation and hospitality.**

For investors and partners, the park’s location offers a powerful foundation for sustainable revenue, year-round visitation, and long-term project success.

**Fontainebleau State Park isn’t just a beautiful destination, it’s the most strategically positioned park in the state for a high-value public-private partnership.**

# Fontainebleau State Park Existing Facilities

## EXISTING CONDITIONS MAP



## OVERVIEW:

Located across Lake Pontchartrain, about 40 miles from New Orleans, Fontainebleau State Park Originally was originally developed as a sugar plantation in 1829 by the founder of nearby town of Mandeville, Bernard de Marigny de Mandeville. The plantation income helped support his lavish lifestyle. He named his large landholding Fontainebleau after the beautiful forest near Paris, a favorite recreation area of the French kings. The 2,800-acre park is located on the shore of Lake Pontchartrain. On a clear day,

visitors can see the lake dotted with multi-colored sailboats of all sizes and types. The sandy beach also is a delight for sunbathers. An old railroad track that runs through the park has been converted into the Tammany Trace as a part of the Rails to Trails program. It is a wonderful route for cycling, hiking, and in-line skating. After a full day of activities, overnight guests can enjoy the rustic charm of the campground or the scenic setting of the lakefront cabins. The park's nature trail is a favorite of nature lovers. Interpretive signs along

the trail will help you identify many of the common trees and shrubs. Over 400 different species of birds and animals live in and around Fontainebleau. Bordered on three sides by water - Lake Pontchartrain, Bayou Cane and Bayou Castine - and characterized by a convergence of diverse ecosystems, it has a multitude of habitats for birds.

**Exhibit E:  
Agreement Template**

**EXHIBIT E – AGREEMENT TEMPLATE**

**STATE OF LOUISIANA**

**PARISH OF ST. TAMMANY**

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN  
STATE OF LOUISIANA  
THROUGH THE DIVISION OF ADMINISTRATION AND  
THE DEPARTMENT OF CULTURE, RECREATION AND TOURISM,  
OFFICE OF STATE PARKS  
AND  
CONTRACTOR**

BE IT KNOWN that on the dates and at the places set forth below, this Cooperative Endeavor Agreement (the “Agreement”) is made and entered into by and between the State of Louisiana through the Division of Administration, whose mailing address is 1201 N. 3<sup>rd</sup> Street, Suite 2-130, Baton Rouge, Louisiana 70802 and the Department of Culture, Recreation and Tourism, Office of State Parks (“DCRT-OSP”), whose mailing address is Post Office Box 44426, Baton Rouge, Louisiana 70804, and CONTRACTOR, (“CONTRACTOR”) whose mailing address is **TBD**, (collectively, “the Parties”) for the public purposes and in accordance with the terms and conditions set forth herein and in any attachments hereto, which are, by reference, incorporated herein.

**Now Therefore**, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

**I. AUTHORITY AND BACKGROUND**

- 1.1 La. R.S. 36:204(B)(9)(b) authorizes the secretary of the Louisiana Department of Culture, Recreation and Tourism to enter into a lease, sublease, concession lease, or any related 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 agreement to undertake activities or to construct improvements on the 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 (La. R.S. 41:1211 et seq.) shall not apply to the agreement, but such agreement shall be negotiated and let in accordance with fair and reasonable criteria established and applied relating to a balance of relevant factors, such as highest return of revenue and benefits, financial stability of the contractor, the proposed architectural design and operational plan, uniqueness of operation, and the potential to stimulate 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 authorizes and directs the DCRT's office of State Parks, to preserve and protect natural areas of unique or exceptional scenic value; establish and operate a system of state parks that provide recreational use of natural resources and facilities for outdoor recreation in natural surroundings; portray and interpret plant and animal life, geology, and other natural features and processes included in the various state parks; and perform functions relating to outdoor recreation development and trails.
- 1.4 La. R.S. 56:1685(C)(1) recognizes and designates Fontainebleau as a state park.
- 1.5 La. R.S. 56:1703 provides for the deposit and use of funds generated by state parks to finance operations, improvements and repairs, including.
- 1.6 La. R.S. 39:11 provides that the 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.
- 1.7 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.
- 1.8 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"):

**[INSERT PROPERTY DESCRIPTION]**

## **III. CONDITION OF PROPERTY**

- 3.1 The taking of possession of the Property by CONTRACTOR 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 DCRT-OSP 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. PROJECT AND PUBLIC PURPOSE

- 5.1 It is understood and agreed that this Agreement is made and executed by the DCRT-OSP to CONTRACTOR for the purpose of renovating, redeveloping, and operating the Fontainebleau State Park Bathhouse (“Project”).
- 5.2 Whereas, the DCRT-OSP has the authority to enter into this Agreement pursuant to the statutory authority provided in Section I. Authority and Background of this Agreement.
- 5.3 Whereas, the DCRT-OSP’s governmental purpose is to establish and operate a system of state parks that provide recreational use of natural resources and facilities for outdoor recreation in natural surroundings.
- 5.4 Whereas, the public purpose for this Agreement is as follows:
  - 5.4.1 **TBD BASED ON SCOPE OF PROPOSAL**
- 5.5 Whereas, this Agreement creates reciprocal obligations between the DCRT-OSP and CONTRACTOR; and the DCRT-OSP has a demonstrable, objective, and reasonable expectation of receiving a benefit or value that is at least equivalent to or greater than the consideration it is transferring.
- 5.6 Whereas, this transfer or expenditure of public funds or property is not a gratuitous donation.
- 5.7 Whereas, the DCRT-OSP and CONTRACTOR certify that the transaction is not of a kind that is not prohibited by law.

## VI. IMPROVEMENTS

- 6.1 CONTRACTOR shall have the right and obligation to construct, convert, recomplete, rework, maintain, and operate improvements on the Property in furtherance of the Project.
- 6.2 CONTRACTOR shall not construct, convert, recomplete, or rework any improvements on the Property until the following steps are completed: (1) submit plans for the proposed work to the DCRT-OSP for review, (2) obtain written consent from the DCRT-OSP approving plans, and (3) secure all necessary permits, if applicable.
- 6.3 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.
- 6.4 Any other improvements, additions, alterations or reconstructions to Property shall not be made without prior written permission of the DCRT-OSP, which permission shall not be unreasonably withheld.

## VII. PAYMENT TERMS

- 7.1 No public funds shall be paid or transferred by the DCRT-OSP 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, including but not limited to, surveys, appraisals, permits, marketing and feasibility studies, advertising, professional and consulting services. Such expenses shall be borne by the party that incurs them.
- 7.3 The DCRT-OSP and CONTRACTOR shall ensure that the DCRT-OSP 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 and La. R.S. 56:1705.
- 7.4 The DCRT-OSP and CONTRACTOR hereby agree to share in the revenues generated by and through the Project authorized herein.
- 7.5 All revenue remitted to the DCRT-OSP shall be deposited and spent in accordance with La. R.S. 56:1703 and La. R.S. 56:1705 and other provisions of applicable law.
- 7.6 CONTRACTOR shall remit payments to the DCRT-OSP as follows:
- a. At minimum, CONTRACTOR shall remit to the DCRT-OSP monthly payments of **[TBD BASED ON SCOPE OF PROPOSAL (\$TBD)]** (the “minimum monthly payment”), regardless of how much monthly gross revenue that CONTRACTOR generates

from the Project. The minimum monthly payment shall not be in addition to the monthly gross revenue sharing percentages specified in paragraph (b) of this Section.

b. **TBD BASED ON PROPOSAL**

c. For purposes of this Agreement, “**gross revenue**” shall be defined as the total amount of all money, fees, charges, sales, receipts, and other consideration of any kind received or earned by CONTRACTOR arising from or relating to the operation of the Project, including but not limited to, [**TBD BASED ON SCOPE OF PROPOSAL**]; and other revenue generated from activities conducted on the Property.

Gross Revenue shall be calculated **before** any deduction for operating expenses, taxes (other than sales tax actually collected from customers and remitted to the taxing authority), commissions, equipment costs, insurance, labor, depreciation, or any other expenses incurred by CONTRACTOR.

- 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 7.6 above.
- 7.8 At the same time CONTRACTOR makes monthly payments to the DCRT-OSP in the amounts specified in Section 7.6 above, CONTRACTOR shall contemporaneously provide the DCRT-OSP with a monthly report detailing all Gross Revenue generated from the Project during the preceding month. Each report shall be accompanied by supporting documentation sufficient to demonstrate how Gross Revenue was calculated, including but not limited to point-of-sale summaries, booking and reservation system reports, invoices, receipts, and any other relevant financial records.
- 7.9 CONTRACTOR shall submit written reports to the DCRT-OSP 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 the DCRT-OSP no later than fifteen (15) days following the end of each reporting month.
- 7.10 CONTRACTOR shall remit payment to the DCRT-OSP by the fifteenth (15<sup>th</sup>) day of each month. The payment shall be in an amount equal to the payments required in Section 7.6, including the relevant percentage of all gross revenue generated from the Project in the preceding month.
- 7.11 In the event of any late payment, the DCRT-OSP may immediately terminate this Agreement, or at the DCRT-OSP’s option, the DCRT-OSP may grant CONTRACTOR 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 the DCRT-OSP is owed. Furthermore, at the DCRT-OSP'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 Any authorized agency of the state government (e.g. Office of the Louisiana Legislative Auditor, the Louisiana Inspector General's Office, the Louisiana Office of Risk Management) and of the federal government has the right to inspect and review all books and records pertaining to activities rendered under this Agreement for a period of five (5) years from the date of final payment under the Agreement and any subcontract. The CONTRACTOR and its subcontractor(s), if any, shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. The CONTRACTOR and its subcontractor(s), if any, shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.
- 7.13 All payments and reports required under this Section shall be mailed to the DCRT-OSP at the following address:

Department of Culture, Recreation and Tourism, Office of State Parks  
Attention: TBD  
Post Office Box 44426  
Baton Rouge, Louisiana 70804

### **VIII. PROJECT REQUIREMENTS**

**The following Project requirements will apply to CONTRACTOR, all of which shall be performed at CONTRACTOR's sole expense:**

- 8.1 CONTRACTOR shall ensure that it and any subcontractors, if applicable, shall provide and maintain a reasonably acceptable level of quality in materials and suitable for its intended purpose, that no injurious material or deleterious substances will be used in or on equipment, that the equipment will not cause harm when used as intended and with ordinary care and that the equipment is used in compliance with all applicable laws and regulations.
- 8.2 If CONTRACTOR sells or serves alcohol on the Property, it must do so in full compliance with La. R.S. 26:1 *et seq* ("The Alcoholic Beverage Control Law"), and all other applicable state laws, regulations, and permitting requirements, including obtaining and maintaining all required licenses.
- 8.2.1 Failure to comply with these requirements shall constitute a material breach of this Agreement. Upon written notice of non-compliance, CONTRACTOR shall

immediately cease all alcohol sales and must remedy the violation within a time period determined by the DCRT-OSP. Continued non-compliance, repeated violations, or failure to obtain or maintain proper permits may result in enforcement actions, including suspension of alcohol sales, monetary penalties as authorized by this Agreement or applicable law, or termination of the Agreement for cause.

- 8.2.2 CONTRACTOR shall be solely responsible for any fines, penalties, suspensions, or enforcement actions imposed by state or local agencies arising from its alcohol sales or service.
- 8.3 The DCRT-OSP shall be responsible for extraordinary repairs, unless they have become necessary as a result of CONTRACTOR's fault or neglect in which case CONTRACTOR is bound to make them at its cost. For purposes of the Agreement, "**extraordinary repairs**" are those for the reconstruction of the whole or a substantial part of the Property. Any repair work that is outside the scope of the Project—or is reasonably questionable as to whether it falls within the scope—must be identified in writing. Such work shall not proceed unless mutually agreed upon by the Parties in writing in advance of repair.
- 8.4 [INSERT ADDITIONAL PROJECT SPECIFIC REQUIREMENTS]

#### **IX. REPORTING/MONITORING**

- 9.1 Each party to this Agreement shall designate a point of contact who will act as that party's liaison between the DCRT-OSP and CONTRACTOR. The point of contact shall monitor, and document progress, challenges, and compliance related to the Project, including all activities required to carry out and complete the Project in accordance 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 DCRT-OSP:

Name:  
Title:  
Address: Post Office Box  
Baton Rouge, LA 70804  
Phone:  
Email:  
Project: Fontainebleau State Park Bathhouse

For CONTRACTOR:

Name:  
Title:  
Address:  
Phone:  
Email:  
Project: Fontainebleau State Park Bathhouse

- 9.2 The DCRT-OSP may, upon reasonable notice, review, inspect, and audit CONTRACTOR's records and activities related to this Agreement for the purpose of determining compliance. CONTRACTOR shall be solely responsible for carrying out its activities in accordance with this Agreement and for maintaining all required approvals, documentation, and insurance coverage. Nothing in this Agreement shall be construed to make the DCRT-OSP responsible for ensuring CONTRACTOR's compliance or performance.

## X. AFFIRMATIVE DUTIES

- 10.1 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.

## XI. CONDITIONS

- 11.1 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.
- 11.2 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 the DCRT-OSP with proof of compliance, upon request.
- 11.3 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.
- 11.4 No hazardous materials or hazardous waste materials shall be placed or stored on or under the Property by CONTRACTOR and/or any and all subcontractors.
- 11.4.1 **Hazardous Materials:** For purposes of this Agreement, "Hazardous Materials" means any gaseous, liquid, or solid material which because of its quantity, concentration, or physical, chemical, or biological composition poses a substantial present or potential hazard to human health, the environment, or property when transported in commerce, or which material is identified or designated as being hazardous pursuant to applicable local, state, and/or federal laws and regulations.
- 11.4.2 **Hazardous Waste Materials:** For purposes of this Agreement, "Hazardous Waste Materials" means any waste, or combination of wastes, which because of its quantity, concentration, physical, or chemical characteristics may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness, or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed. Such definition shall be applied only to those wastes identified and designated as such pursuant to the Louisiana Hazardous Waste Control Law, R.S. 30:2171 et seq. and applicable federal laws and regulations.

- 11.5 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; 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, La. R.S. 39:1602.1, and La. R.S. 39:1602.2.
- 11.6 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.
- 11.7 CONTRACTOR or any of its subcontractors, if applicable, shall not issue any press release, public announcement, advertisement, or other publicity related to the Property, the Project, and/or this Agreement or its performance, nor shall CONTRACTOR or its subcontractors use the DCRT-OSP's name, trademarks, logos, or refer to the DCRT-OSP as a client or partner in any promotional materials, without first obtaining the DCRT-OSP's prior written consent. This restriction applies to all forms of media, including print, broadcast, digital, and social media. CONTRACTOR shall also ensure that any third-party promotional partners, affiliates, or subcontractors engaged by CONTRACTOR comply with this provision. Any unauthorized publicity or promotional activity shall constitute a material breach of this Agreement.
- 11.8 CONTRACTOR or any of its subcontractors, if applicable, shall not enter into any agreement, arrangement, or other contractual relationship with any promoter, influencer, marketing representative, or similar third party in connection with the Property, the Project, and/or this Agreement without first obtaining the DCRT-OSP's prior written consent. CONTRACTOR or its subcontractors must submit a written request to the DCRT-OSP identifying the proposed third party, the scope of services, and any related promotional activities for review and approval. Oral consent shall not be deemed sufficient. Any engagement made without such written consent shall constitute a material breach of this Agreement. CONTRACTOR shall be solely responsible for ensuring compliance with this provision and for any costs or damages arising from unauthorized engagements.
- 11.9 All records, reports, documents, and other material delivered or transmitted to the CONTRACTOR by the DCRT-OSP shall remain the property of the DCRT-OSP, and shall be returned by the CONTRACTOR to the DCRT-OSP, at the CONTRACTOR's expense, at termination or expiration of the Agreement. Copies of all material related to the Agreement and/or obtained or prepared by the CONTRACTOR in connection with the performance of the Project contracted for herein shall remain the property of the DCRT-OSP, and shall be delivered by the CONTRACTOR to the DCRT-OSP upon the DCRT-

OSP's request and at the CONTRACTOR'S expense, at termination or expiration of the Agreement.

- 11.10 The CONTRACTOR has the duty to cooperate fully with the DCRT-OSP and provide any all requested information, documentation, etc. to the DCRT-OSP when requested. This duty applies even if this Agreement is terminated and/or a lawsuit is filed. Specifically, the CONTRACTOR shall neither limit nor impede the DCRT-OSP's right to audit, nor shall the CONTRACTOR withhold the DCRT-OSP-owned documents.
- 11.11 The CONTRACTOR shall protect from unauthorized use and disclosure all information relating to the DCRT-OSP's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the CONTRACTOR in carrying out this Agreement. The CONTRACTOR shall use protective measures that are the same or more effective than those used by the DCRT-OSP. The CONTRACTOR is not required to protect information or data that is publicly available outside the scope of this Agreement, already rightfully in the CONTRACTOR'S possession, independently developed by the CONTRACTOR outside the scope of this Agreement, or rightfully obtained from third parties.
- 11.12 The CONTRACTOR has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspensions and/or termination of the Agreement and debarment from future contracts.
- 11.13 The CONTRACTOR and each tier of subcontractors shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR Part 24.
- 11.14 The CONTRACTOR acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et seq., Code of Governmental Ethics) may apply to the CONTRACTOR in the performance of the Project called for in this Agreement. The CONTRACTOR agrees to immediately notify the DCRT-OSP if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.
- 11.15 In accordance with La. R.S. 42:1267(B)(3) and the state of Louisiana's Information Security Policy, if the CONTRACTOR, any of its employees, agents, or subcontractors will have access to the state government information technology assets, the CONTRACTOR'S employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the CONTRACTOR must present evidence of such compliance annually and upon request. The CONTRACTOR may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

For purposes of this section, "access to state government information technology assets" means the possession of credentials, equipment, or authorization to access the internal

workings of state information technology systems or networks. Examples would include but not be limited to the DCRT-OSP-issued laptops, VPN credentials to access the state network, badging to access the state's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the state. Final determination of scope inclusions or exclusions relative to access to state government information technology assets will be made by the Office of Technology Services.

## **XII. RESERVATIONS**

- 12.1 The DCRT-OSP 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.
- 12.2 The DCRT-OSP 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, sulfur and other minerals, on or under the Property or any other property under the control of the DCRT-OSP.
- 12.3 The DCRT-OSP 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.
- 12.4 The DCRT-OSP 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 the DCRT-OSP shall not be liable to CONTRACTOR for damages resulting from the exercise of any rights reserved herein.

## **XIII. ASSIGNMENT**

- 13.1 This Agreement shall be binding upon the DCRT-OSP, CONTRACTOR, and their respective successors and assigns.
- 13.2 Any subcontract or assignment of rights related to the Property, the Project, and/or this Agreement is subject to written approval by the DCRT-OSP.
- 13.3 This Agreement shall be heritable, but shall not be subject to mortgage, pledge, seizure or sale without the prior written consent of the DCRT-OSP.

**XIV. HOLD HARMLESS / INDEMNIFICATION / INSURANCE**

- 14.1 CONTRACTOR accepts the Property in its present condition, and the DCRT-OSP 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.
- 14.2 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 the DCRT-OSP and the Louisiana Division of Administration as additional insureds.
- 14.3 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 the DCRT-OSP as an additional insured.
- 14.4 CONTRACTOR further agrees to indemnify and to hold the DCRT-OSP 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 the DCRT-OSP's (or its assigns) exercise of rights cited herein under Section XII. Reservations.
- 14.5 CONTRACTOR shall promptly, and in any event within five (5) Business Days, notify the DCRT-OSP in writing of the commencement of any action, proceeding or investigation of which CONTRACTOR has actual knowledge and with respect to which a claim for indemnification may be made. The failure of CONTRACTOR to provide such notice shall not relieve CONTRACTOR of its obligations and shall not relieve CONTRACTOR from any liability which it may have to the DCRT-OSP.
- 14.6 CONTRACTOR shall, at the DCRT-OSP's request, appear and defend any suit arising from any such loss or liability at CONTRACTOR's own sole cost and expense and shall pay any judgment that may be entered against the DCRT-OSP 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.
- 14.7 CONTRACTOR shall produce and provide the certificate(s) of insurance upon which the DCRT-OSP and the Louisiana Division of Administration are identified as additional insureds on an annual basis and/or when reasonably requested by the DCRT-OSP.

**XV. TERMINATION/CANCELLATION**

- 15.1 Should CONTRACTOR at any time violate any of the terms or conditions of this Agreement; discontinue the use of the Property; fail to make payments pursuant to Section VII of this Agreement; or fail to timely pay other expenses assumed under this Agreement, the DCRT-OSP 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 the DCRT-OSP may immediately cancel this Agreement without putting CONTRACTOR in default.
- 15.2 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, the DCRT-OSP may immediately cancel this Agreement without prior notice or necessity of putting CONTRACTOR in default.
- 15.3 The DCRT-OSP may terminate this Agreement at any time during the term of the Agreement by giving CONTRACTOR written notice of its intention to terminate at least ninety (90) days before the intended date of termination.
- 15.4 CONTRACTOR may surrender this Agreement at any time, either during the original term or any extension of the original term by giving the DCRT-OSP written notice of its intention to terminate at least ninety (90) days before the intended date of termination. 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 the DCRT-OSP with a certified copy thereof. Surrender of this Agreement shall not affect any existing obligations of CONTRACTOR or relieve CONTRACTOR of any obligations previously incurred.
- 15.5 Upon termination of this Agreement, CONTRACTOR will *ipso facto* forfeit any right of recourse against the DCRT-OSP for return of all or part of the consideration paid.
- 15.6 In the event of cancellation or termination for any reason, the DCRT-OSP, 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 personal property or equipment within ninety (90) days of this Agreement's termination. This responsibility to remove any and all personal property or equipment on the part of CONTRACTOR and its subcontractors or its assigns shall be joint liability among CONTRACTOR, its subcontractors, and its assigns. In the event CONTRACTOR and its subcontractors or its assigns fail to remove all personal property or equipment from the Property within ninety (90) days of this Agreement's termination, the DCRT-OSP may elect, in its sole discretion, to either: (1) take ownership of any remaining personal property or equipment, with no compensation owed to CONTRACTOR; or (2) decline ownership and undertake removal itself. If the DCRT-OSP declines ownership and undertakes the removal of any or all personal property or equipment 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 the DCRT-OSP for the full costs incurred for such removal. CONTRACTOR will remain responsible/liable for any personal property or equipment remaining onsite after said Agreement has terminated.

- 15.7 Should the DCRT-OSP allow or permit CONTRACTOR to remain on the Property after the expiration or termination of this Agreement, this shall not be construed as a renewal of this Agreement.
- 15.8 If CONTRACTOR defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana, CONTRACTOR shall be required to repay the DCRT-OSP for any costs expended by the DCRT-OSP to support the Project, in accordance with terms set by the DCRT-OSP.
- 15.9 Upon expiration or earlier termination of the Agreement, CONTRACTOR must turn over the property subject to the Project in clean, safe, fully functional, code-compliant condition; provide all maintenance and operations records; transfer keys, access, and documents; support a smooth transition; remove its property; resolve outstanding payments; and participate in a final inspection for the DCRT-OSP acceptance.

**XVI. E-VERIFY**

- 16.1 The CONTRACTOR acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of the Project under this Agreement.

**XVII. NOTICE**

- 17.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted by email, 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 DCRT-OSP: Undersecretary  
Louisiana Department of Culture, Recreation and Tourism  
P.O. Box 94361  
Baton Rouge, Louisiana 70804  
Email: [REDACTED]@crt.la.gov

COPY TO: Attorney  
Louisiana Department of Culture, Recreation and Tourism  
P.O. Box 94361  
Baton Rouge, Louisiana 70804  
Email: [REDACTED]@crt.la.gov

TO CONTRACTOR: CONTRACTOR

**XVIII. FISCAL FUNDING CLAUSE**

- 18.1 The continuation of this Agreement is contingent upon the legislative appropriation of funds to fulfill the requirements of the Agreement. If the legislature fails to appropriate

sufficient monies to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

#### **XIX. FORCE MAJEURE**

- 19.1 Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

#### **XX. RELATIONSHIP BETWEEN THE PARTIES**

- 20.1 The relationship between CONTRACTOR and the DCRT-OSP shall be, and only be, that of an independent contractor, and CONTRACTOR shall not be construed to be an employee, agent, partner of, or in joint venture with the DCRT-OSP.

#### **XXI. LOUISIANA DEPARTMENT OF REVENUE COMPLIANCE**

- 21.1 The Louisiana Department of Revenue (“LDR”) must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this Agreement by the Division of Administration. The prospective contractor hereby attests to its current and/or prospective compliance and agrees to provide its seven-digit LDR Account Number to the DCRT-OSP so that the prospective contractor’s tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Division of Administration. The prospective contractor reserves the right to withdraw its consent to this Agreement without penalty and proceed with alternate arrangements should the prospective contractor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

#### **XXII. SEVERABILITY**

- 22.1 If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement, and the remaining provisions shall continue in full force and effect.

#### **XXIII. ENTIRE AGREEMENT AND MODIFICATION**

- 23.1 This Agreement, along with the Attachments incorporated herein, constitutes a complete and exclusive statement of the terms of the Agreement between the Parties with respect to

the Project. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the Parties.

#### **XXIV. GOVERNING LAW**

- 24.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana without regard to application of conflict of laws principles, including but not limited to applicable rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this Agreement. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

#### **XXV. DRAFTING OF AGREEMENT**

- 25.1 This Agreement shall be deemed jointly drafted and written by all of the Parties to it, and the Agreement shall not be construed or interpreted against any Party originating or preparing any portion of it. The Parties acknowledge and represent that each has had the opportunity to provide input into the language of this Agreement, and that they had the benefit of counsel in connection with the negotiation and execution of this Agreement.

#### **XXVI. EXECUTION OF AGREEMENT**

- 25.2 This Agreement may be executed in multiple counterpart copies. Each such counterpart copy shall be deemed an original for all purposes, and all of such counterpart copies shall together constitute the same agreement. This Agreement, however, shall not be binding until and unless each of the Parties has executed a counterpart and delivered a copy of it to the other Parties. The delivery of the executed copy of the Agreement by facsimile, e-mail, or other means of electronic communication will be deemed as effective as delivery of an original signature page.

#### **XXVII. AGREEMENT APPROVAL**

- 27.1 This Cooperative Endeavor Agreement will become binding on the DCRT-OSP only after execution by all parties and delivery to CONTRACTOR. Deposit of CONTRACTOR's first payment into any account of the DCRT-OSP does not constitute acceptance of this Agreement by the DCRT-OSP.
- 27.2 This Agreement is not effective until executed by all parties, including the Commissioner of Administration, in accordance with La. R.S. 39:11.

**THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY**

The Parties agree and consent to the use of electronic signatures solely for the purposes of executing the Agreement and any related transactional document. Such electronic signature shall be deemed to have the same full and binding effect as a handwritten signature.

**CONTRACTOR:**

**CONTRACTOR**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**DCRT:**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Undersecretary  
Date: \_\_\_\_\_

**DCRT-OSP**

**LOUISIANA DEPARTMENT OF  
CULTURE, RECREATION AND  
TOURISM, OFFICE OF STATE PARKS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Assistant Secretary  
Date: \_\_\_\_\_

**DOA:**

**LOUISIANA DIVISION OF  
ADMINISTRATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Commissioner of Administration  
Date: \_\_\_\_\_

## **Exhibit F: 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 Contractor's operations and use of the property subject to this Agreement. The cost of such insurance shall be borne by 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 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 \$5,000,000 and a minimum general annual aggregate of \$5,000,000. 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. The occurrence limit may be met through a combination of primary and follow form excess/umbrella policies.

**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.

**4. Liquor Liability (if applicable)**

If Contractor serves alcohol on the premises, Contractor shall maintain or cause to be maintained Liquor Liability insurance covering the sale, service, and furnishing of alcoholic beverages with limits not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate.

**5. Property (if applicable)**

Property insurance (or "all-risk" insurance) covering 100% of the full replacement cost of all of structures, personal property, trade fixtures, operating equipment, and improvements located on the Premises. The DCRT shall be named as a Loss Payee as their interests may appear.

**6. Equipment Breakdown (if applicable)**

Equipment Breakdown Insurance (sometimes referred to as Boiler and Machinery Coverage) covering all mechanical, electrical, or pressure systems machinery and equipment operated, used, or installed by Contractor in the performance of this Agreement.

**B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and accepted by the DCRT. 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, Liquor Liability and Automobile Liability Coverages

a. The DCRT, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by 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 DCRT.

b. Contractor's insurance shall be primary as respects the DCRT, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the DCRT shall be excess and non-contributory of 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 DCRT, its officers, agents, employees and volunteers for losses arising from work performed by Contractor for the DCRT.

3. All Coverages

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

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

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

d. Any failure of Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the DCRT, 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, Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within thirty (30) days.

#### **E. VERIFICATION OF COVERAGE**

1. Contractor shall furnish the DCRT 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 DCRT before work commences and upon any contract renewal or insurance policy renewal thereafter.

2. The Certificate Holders 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 #: Fontainebleau State Park Bathhouse

State of Louisiana

Louisiana Division of Administration, Its Officers, Agents, Employees and Volunteers

1201 N 3<sup>rd</sup> Street, Suite 2-130

Baton Rouge, Louisiana 70802

Project or Contract #: Fontainebleau State Park Bathhouse

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

4. Upon failure of Contractor to furnish, deliver and maintain required insurance, this Agreement, at the election of the DCRT, may be suspended, discontinued or terminated.

Failure of Contractor to purchase and/or maintain any required insurance shall not relieve 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 DCRT reserves the right to request copies of subcontractor's Certificates at any time.

## **G. WORKERS COMPENSATION INDEMNITY**

In the event Contractor fails 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 Contractor in the defense of claims, but this shall not affect Contractor's responsibility for the handling of and expenses for all claims.