



CANE RIVER WATERWAY COMMISSION  
244 Cedar Bend Natchez, Louisiana 71456  
318-357-3007 office 318-617-3235 cell

RESOLUTION NO. 2 OF 2021

A RESOLUTION APPROVING A COOPERATIVE ENDEAVOR AGREEMENT AND INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT WITH THE NATCHITOCHEs HISTORIC FOUNDATION TO PROVIDE FOR THE REHABILITATION OF PACALE-ROQUE HOUSE, DELEGATING FUNDS FOR THE PROJECT, AUTHORIZING THE CHAIRMAN, JIM RHODES, TO EXECUTE THE COOPERATIVE ENDEAVOR AGREEMENT ON BEHALF OF THE COMMISSION.

**WHEREAS**, the Natchitoches Historic Foundation (sometimes hereinafter “Foundation”) has authority to enter into cooperative endeavor agreements with other political subdivision of the State of Louisiana; and

**WHEREAS FURTHER**, the Cane River Waterway District (sometimes hereinafter “District”) is a body politic and corporate subdivision of the State of Louisiana, created by Acts 1982, No. 391, R.S. 34:3261, et seq, and has authority to enter into cooperative endeavor agreements with other political subdivision of the State of Louisiana, and is represented by its statutorily empowered governing body, the Cane River Waterway Commission; and

**WHEREAS FURTHER**, the Foundation desires to repair, improve and relocate the Pacale-Roque house located on the downtown riverbank in the City of Natchitoches Louisiana; and

**WHEREAS FURTHER**, the Pacale-Roque house was damaged in the 2016 flood and is in need of repairs; in the home needs to be protected from future flood events; and

**WHEREAS FURTHER**, the Foundation is developing a plan for the repair, improvement and relocation of Pacale-Roque house as described above (sometimes hereinafter “Project”); and

**WHEREAS FURTHER**, the Foundation and the District are mutually desirous of repairing, improving and relocating the Pacale-Roque house in order to preserve it due to its important historical and cultural significance; and

**WHEREAS FURTHER**, the Foundation and the District are mutually desirous developing and promoting Cane River Lake for both recreation and tourism; and

**WHEREAS FURTHER**, the District desires to be involved in the selection of the engineering firm and development of plans for the Project in order to insure that the Project benefits Cane River Lake to the maximum extent possible; and

**WHEREAS FURTHER**, the Foundation and the District are mutually desirous of preserving and improving the Pacale-Roque house due to its historical and cultural significance, as it is a one of a kind structure that cannot be replaced; and

**WHEREAS FURTHER**, the Foundation has requested that the District assist the Foundation with the Project through funding the cost of plans and construction cost of the Project; and

**WHEREAS FURTHER**, the District is of the opinion that the project is of significance to Cane River Lake due to its historic and cultural significance, as well as its draw for tourism to and on Cane River Lake; and

**WHEREAS FURTHER**, both the Foundation and the District are of the opinion that the Project will draw attention to and encourage the use of Cane River Lake, and provide opportunities to share the history of the Lake and the people who have lived on its shores; and

**WHEREAS FURTHER**, being of the opinion that its participation in the Project will benefit Cane River Lake and the public who utilize Cane River Lake, the District has agreed to contribute up to the sum of \$1,500,000.00 towards the cost of the overall Project; and

**WHEREAS FURTHER**, the District will make payments to the Foundation as draws are requested and approved by the Foundation, the District and the Project Engineer in accordance with the terms of the Cooperative Endeavor Agreement; and

**WHEREAS FURTHER**, the District also desires to limit its liability for maintenance of the house constructed and also limit its liability for any damages or injuries associated with the Project or the facilities constructed as a part of the Project, to the extent possible; and

**WHEREAS FURTHER**, as consideration for the contribution by the District to the cost of the Project, the Foundation agrees to maintain the Pacale-Roque house and to indemnify,

defend and hold harmless the District for any damages or injuries which may arise during construction, and/or the use and operation of the facilities improved or constructed as part of the Project; and

**WHEREAS FURTHER**, as additional consideration, the Foundation agrees to keep the Pacale-Roque house open to the public and to develop plans to tell the story of the Pacale-Roque house including information setting forth the historical and cultural significance of the Pacale-Roque house as well as its importance to Cane River Lake; and

**WHEREAS FURTHER**, the Foundation and the District will draft a Cooperative Endeavor Agreement which shall include the terms contemplated herein, and which shall be approved by the District; and

**WHEREAS FURTHER**, to this end the Cane River Waterway Commission hereby expresses its approval of the project, approves the development of a Cooperative Endeavor Agreement, and desires to authorize its Chairman to execute the Cooperative Endeavor Agreement on behalf of the Commission upon its approval by the District; and

**NOW THEREFORE, BE IT RESOLVED** in legal session convened and in accordance with Louisiana R.S. 34:3261, et. seq., the Cane River Waterway Commission does hereby approve of the development of a Cooperative Endeavor Agreement with the Natchitoches Historic Foundation with the goal of repairing, improving and relocating the Pacale-Roque house, as is set forth in this resolution, and further authorizes the Chairman of the Commission, Jim Rhodes, to execute the Cooperative Endeavor Agreement on behalf of the Commission upon its final approval by the District, and further authorize the Chairman to sign any and all other documents that may be necessary and proper in the premises.

**BE IT FURTHER RESOLVED** that all Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

**BE IT FURTHER ORDAINED** that if any portion of this Resolution is declared to be invalid or unconstitutional in any manner, the invalidity shall be limited to that particular section or provision, and shall not affect the remaining portions of the Resolution, which shall remain valid and enforceable, it being the intention of the Cane River Waterway Commission that each separate provision shall be deemed independent of all other provisions herein.

This Resolution shall go into effect upon publication and in accordance with law. Said Resolution having been introduced and adopted on the 3 day of March, 2021, at a rescheduled

meeting of the Cane River Waterway Commission held at 244 Cedar Bend Road, City of Natchez, Louisiana. Resolution considered, on motion by Mr. Paige and seconded by Mr. Methvin, to adopt the resolution, a record vote was taken and the following Result was had:

YEAS: 3 (Mr. Paige, Mr. Wiggins, Mr. Methvin)

NAYS: 0

ABSENT: 2 (Mr. Rhodes, Mrs. Vienne)

ABSTAIN: 2 (Mr. Rhodes, Mrs. Vienne)

Whereupon, the presiding officer declared the above Resolution duly passed on this the 3 day of March, 2021.

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Chairman Jim Rhodes