OFFICE OF INSPECTOR GENERAL JEFFERSON PARISH



PUBLIC AUDIT REPORT

GRAND ISLE VOLUNTEER EMERGENCY SERVICES

2021 - 0027

ISSUED 2/22/2022



OFFICE OF INSPECTOR GENERAL JEFFERSON PARISH

> DAVID N. MCCLINTOCK INSPECTOR GENERAL



Date: 02/22/2022

To: The Citizens of Jefferson Parish

From: David McClintock, Inspector General

Re: Audit Report #2021-0027 – Grand Isle Volunteer Emergency Services, Inc. (GIVES)

The Jefferson Parish Office of Inspector General ("JPOIG") has completed an audit report on the Grand Isle Volunteer Emergency Services, Inc (GIVES). This emergent audit came as a result of the JPOIG's audit of Grand Isle Volunteer Fire Company #1 (GIVFC).

After undertaking the audit, the JPOIG learned certain information which the JPOIG identified as necessary to the Parish to permit immediate remedial action as the Parish may deem necessary. Importantly, the JPOIG discovered that the entity contracting with the Parish and receiving public funds, Grand Isle Volunteer Emergency Services, Inc. (GIVES) was no longer in existence. Rather, the individuals controlling the GIVFC were also controlling bank accounts still held in the name of GIVES and transferring public funds from GIVES accounts into GIVFC to cover expenditures, such as payroll. The information was provided in a confidential briefing to Parish officials and is captured in the full audit reports for the GIVES and the GIVFC. Based upon the information provided, the Parish took certain preliminary remedial actions.

Findings and Recommendations

The JPOIG made three (3) findings to which there are related recommendations. Finding #1 "Jefferson Parish Failed to Perform Due Diligence," relates to the Parish remitting funds to a non-existent entity, GIVES, using an old vendor number. The Parish also ratified a 10-year agreement with the same non-existent entity on 08/13/2013. Finding #2 "Unsecured Cash in Bank" related to tax proceeds paid to the non-existent entity and held in bank accounts. Finding #3 "Failure to Safeguard Fixed Assets and Equipment" related to the failure by the Parish to ensure proper oversight of assets purchased with tax revenue dedicated to emergency services for Grand Isle. In total, the audit questioned **\$5,603,802**, the sum of money paid by the Parish to the non-existent entity.

Responses

In the Administration's response, the Administration took no position on Finding #1, but acknowledged that the Administration has implemented a Contract Administration Policy. The Administration accepted Finding #2, and noted that the Administration began serving as paymaster for the GIVES after the confidential briefing. The Administration took no position on Finding #3, but commented on constraints set forth in the CEA with GIVES. The Administration's response did not address the legal reality that the Parish has a contract with a corporate entity, Grand Isle Volunteer Emergency Services, Inc., that ceased to exist as of 08/15/2007 when its charter was revoked by the State of Louisiana.

The Parish Council did not respond.

There were no Non-Parish recipients because the "affected" entity, GIVES, does not exist.

Below is a summary table showing responses:

Summary of Responses					
		Respondi	ing Entities		
Recommendations	Finding	Parish Admin	Parish Council		
Recommendation #1	Jefferson Parish Failed to Perform Due Diligence	No Position			
Recommendation #2	Unsecured Cash in Bank	Accepted			
Recommendation #3	Failure to Safeguard Fixed Assets and Equipment	No Position			

Conclusion

The JPOIG remains concerned about the Parish's failure to address the reality that it has spent dedicated tax dollars to an entity, Grand Isle Volunteer Emergency Services, Inc., which ceased to exist as of 08/15/2007. The money was deposited into bank accounts held by the non-existent entity. The public funds were spent by individuals who controlled both the GIVES and the GIVFC bank accounts. The Parish also has failed to answer the problem created by property held in the name of the non-existent entity.

Again, the same individuals who control public funds paid by the Parish to the GIVFC also control public funds paid to GIVES. At the outset of this audit and throughout the audit engagement, these individuals resisted efforts by the JPOIG to audit public funds expended for emergency services in Grand Isle. They remained uncooperative, and as a result, the JPOIG incurred time and expense to issue multiple subpoenas to obtain the information necessary to complete this audit.

The Parish Council and the Administration must take appropriate action to safeguard public dollars erroneously paid to a non-existent entity and resolve any issues related to property held in the non-existent entity's name. The JPOIG acknowledges the interim actions taken by the Administration to secure public funds.

Sincerely, David M^eClinbert

David McClintock **Inspector General**

GRAND ISLE VOLUNTEER EMERGENCY SERVICES (GIVES) 2021-0027

Table of Contents

EXECUTIVE SUMMARY	001
OBJECTIVES	002
SCOPE AND METHODOLOGY	003
Scope	003
Methodology	003
Standards	003
Acronyms	003
BACKGROUND	004
DATA ANALYSIS	004
A. Legal Status of GIVES #1 and GIVES #2	005
B. Revenues	006
C. Cash in Bank	009
D. Expenditures	010
E. Equipment	011
F. Audited Financial Statements	012
CONCLUSION	012
ATTACHMENTS	013
Attachment A: Findings and Recommendations	013
Finding #1 – Jefferson Parish Failed to Perform Due Diligence	014
Finding #2 – Unsecured Cash in Bank	015
Finding #3 – Failure to Safeguard Fixed Assets and Equipment	016
Attachment B: GIVES #1 Louisiana Secretary of State Filing	017
Attachment C: GIVES #2 Articles of Incorporation	020
Attachment D: 2013 CEA Between GIVES and Ambulance Service District #2	028

Attachment E: CE	EA Between GIVES and GIVFC	043
Attachment F: 202	16 CEA Between GIVES and Ambulance Service District #2	047
Attachment G: 202	20 CEA Between GIVES and Ambulance Service District #2	067
Attachment H: GI	VES #1 Articles of Incorporation	078
Attachment I: GIV	VES #2 Louisiana Secretary of State Filing	100
Attachment J: Resp	ponse from the Parish Administration	102



OFFICE OF INSPECTOR GENERAL JEFFERSON PARISH

> DAVID N. M^CCLINTOCK INSPECTOR GENERAL



EXECUTIVE SUMMARY

The Jefferson Parish Office of Inspector General ("JPOIG") has completed a report on Grand Isle Volunteer Emergency Services ("GIVES"). This engagement originated in conjunction with an emergent audit undertaken in 2021 of Grand Isle Volunteer Fire Company (GIVFC). Early in the GIVFC audit, the JPOIG noted that GIVFC was the recipient of funds originating from the Ambulance Service District No. 2. These funds were material in amount to both the GIVFC and the GIVES. Due to the financial dependence existing between GIVES and GIVFC, an emergent audit of GIVES was undertaken in 2021.

Objectives

The JPOIG's audit objectives were to:

- Validate the status of the GIVES as a non-profit entity incorporated under state law;
- Determine whether the entity's governance through its Board and its management is adequate to prevent fraud, waste or abuse from occurring with public funds in its purview.
- Determine the adequacy Parish internal controls aimed to ensure that public funds received are spent in accordance with all governing laws and regulations and the fire district millage restrictions; and
- Assess compliance with the current service contract with Jefferson Parish.
- Assess the nature of the CEA between GIVES and the GIVFC.

Audit Results

The JPOIG performed a legal analysis of the status of the GIVES as a separate corporation, created under state law. The JPOIG also audited the GIVES fiscal and bank records over a period of 16 months, from 01/01/02020 through 04/30/2021, noting several areas of legal and fiscal concern. The overriding issue noted by the JPOIG was that the GIVES entity ceased to legally exist as of 08/15/2007. As a result, the JPOIG questioned costs in the amount of **\$5,602,803** representing all funds paid by the Parish to the GIVES since that date. Other areas of concern included unsecured cash in bank, lack of adequate contract administration, and lack of adequate control over the Ambulance Service District No. 2's fixed assets.

Recommendations

The JPOIG made four findings and recommendations. Two of the findings and recommendations relate to the Parish's failure to perform adequate due diligence and contract administration by engaging with a non-existent entity. The other two findings and recommendations offer certain steps the Parish can take to mitigate the existing risks and recover control over the Ambulance Service District No. 2's liquid and fixed assets.

The JPOIG findings and recommendations follow the report and are found in Attachment A.

OFFICE OF INSPECTOR GENERAL JEFFERSON PARISH David N. MCCLINTOCK INSPECTOR GENERAL				
Date of Report: 02/22/2022	PUBLIC AUDIT REPORT	Case# 2021-0027		
Period of Audit: 01/01/2020 - 04/30/2021	Report By: JPOIG Staff	Status: Public		
Subject of Audit Grand Isle Volunteer Emergency Services, Inc.				

INTRODUCTION

Pursuant to JPCO § 2-155.10(11) (a), the Jefferson Parish Office of Inspector General (JPOIG) initiated an audit of the Grand Isle Volunteer Fire Company (GIVFC). ¹ At or about the same time, the JPOIG Investigative Section opened an investigation based upon information developed internally. Subsequently, the JPOIG Audit Section determined to undertake a full audit of the Ambulance Service District No. 2.

In the course of performing the audit and concurrent investigation, the JPOIG learned certain information that necessitated notification to the Parish so that remedial action could be considered in order to mitigate potential harm or liability. On 08/04/2021, the JPOIG provided a confidential briefing to Parish officials to facilitate immediate remedial action while the audit was ongoing.

OBJECTIVES

The audit objectives are as follows:

- 1. To validate the status of the Grand Isle Volunteer Emergency Services (GIVES) as a nonprofit entity incorporated under state law;
- 2. To determine whether the entity's governance through its Board and its management is adequate to prevent fraud, waste, or abuse from occurring with public funds in its purview;
- 3. To determine the adequacy of internal controls aimed to ensure that public funds received are spent in accordance with all governing laws and regulations and the Ambulance Service District millage restrictions;
- 4. To assess compliance with the current service contract with Jefferson Parish; and
- 5. To assess the nature of the CEA between the GIVES and the GIVFC.

¹ The audit of the GIVFC by the JPOIG was made 03/23/2016. *See* <u>Office of the Inspector General - Jefferson Parish</u> <u>- AUDIT: Grand Isle Volunteer Fire Company (jpoig.net)</u>

SCOPE AND METHODOLOGY

Scope

The audit period was 01/01/2020 through 04/30/2021.

Methodology

The JPOIG developed and followed an audit program to assess risks and controls which encompassed the following:

- Conducted interviews;
- Performed a physical inventory of equipment;
- Obtained payroll records, records of assets, banking records, bills and invoices, titles to equipment, and additional financial records;
- Reviewed policies, procedures, and other documents relevant to governance;
- Reviewed relevant contracts with the Parish;
- Reviewed and assessed information gathered from the Parish's financial management system (AS400), to include review of disbursements by the Parish to GIVES and associated entities; and
- Performed an analysis on certain sets of data and analyzed across four (4) key areas: (1) revenues (2) cash in bank, (3) expenditures, (4) and equipment.

Standards

The JPOIG conducted the audit in accordance with the International Professional Practices Framework (IPPF), promulgated by the Institute of Internal Auditors (IIA). These standards require that we plan and perform the audit to obtain sufficient and appropriate evidence to provide a reasonable basis for our findings and conclusions based upon audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Acronyms

The following acronyms are used in this document.

CEA	Cooperative Endeavor Agreement	JP	Jefferson Parish
GIVFC	Grand Isle Volunteer Fire Company #1	JPOIG	Jefferson Parish Office of Inspector General
SLB&T	South Lafourche Bank & Trust	OFS	Office of Fire Services
GIVES #1	Grand Isle Emergency Services #1	GIVES #2	Grand Isle Emergency Service #2

BACKGROUND

Ambulance Service District No. 2

The Parish Council created the Ambulance Service District No. 2 and identified the boundaries of the district to be coextensive with the Town of Grand Isle. The Jefferson Parish Council is the governing authority of the Ambulance Service District No. 2.² As the governing authority, the Jefferson Parish Council is vested with the power to approve how revenue related to the district is expended, to include approving any contracts.

As of this audit, the Ambulance Service District No. 2 was receiving revenue generated for the district from the levy and collection of a tax not to exceed ten (10) mills on all property subject to taxation in the District for a period of ten (10) years. The residents of Grand Isle voted on 05/03/2014 to authorize the renewal of this millage beginning with the year 2015. More recently, the Parish Council passed Resolution No. 137945 calling for a special election to be held seeking authority to levy and collect twenty (20) mills on all property subject to taxation in the District for a period of ten (10) years, beginning with the year 2025. The estimated revenue generated by the tax for the "purpose of acquiring, constructing, improving, maintaining and operating ambulance service facilities in the District" is \$1,012,969.³ This matter came before the residents of Grand Isle for a vote on December 11, 2021.⁴

Grand Isle Emergency Services, Inc.

The Parish Council, as governing authority for the Ambulance Service District #2, contracted with the Grand Isle Volunteer Emergency Services, Inc. (GIVES #1) for ambulance services. GIVES #1 was registered with the Louisiana Secretary of State as a non-profit corporation.⁵ The Parish paid money generated from tax revenue to GIVES #1 on a monthly basis. During the relevant period of this audit, the Parish made monthly deposits to bank accounts held in the name of GIVES #1 to support emergency services in the district. However, GIVES #1 made monthly electronic payments to the GIVFC, who then performed the emergency services anticipated under the Parish's contract.

DATA ANALYSIS

The JPOIG requested records from the GIVES for the period 01/01/2020 through 04/30/2021. These requests returned the following information to the JPOIG: (1) a general ledger and trial balance; (2) financial statements for the period of review; (3) supporting documents (invoices, receipts, etc.) for operating expenditures; (4) a listing of all vehicles and equipment; and (5) current titles and registration certificates for same. Copies of the GIVES's current policies and procedures and Board of Directors bylaws were also obtained. Additionally, the JPOIG received confirmation from the entity's bank regarding authorized signatories on all bank accounts held in the GIVES's name.

² JPCO Art. III, Sec. 5-47.

³ Resolution No. 132685, dated 12/05/2018.

⁴ On 12/11/2021, the residence of Grand Isle voted to renew the millage of Ambulance Service District #2 for a period of 10 years.

⁵ At the start of fieldwork, the GIVES #1 status with the Louisiana Secretary of State was inactive. See Attachment B.

In addition to the numerous requests for information, the JPOIG also issued subpoenas to the GIVES, its Board members (past and present), and external entities to obtain needed information for the audit. The JPOIG visited the GIVFC fire station where GIVES operates.

Based upon information gathered, the JPOIG assessed the status of the GIVES as a non-profit entity incorporated under state law. The JPOIG discovered that GIVES had its Articles of Incorporation revoked in August 2007, at which time GIVES ceased to exist as a corporate entity. Public funds were deposited into GIVES' bank accounts. Currently, the individuals controlling GIVES' bank accounts continue to operate as if GIVES was a viable entity. Notwithstanding the revocation of GIVES corporate status and for purposes of assessing how public funds were expended, the JPOIG performed an analysis of four (4) key areas pertinent to understanding the scope of any misuse of funds:

- Revenues
- Cash in Bank
- Expenditures
- Equipment

A. Legal Status of Grand Isle Emergency Services, Inc. (GIVES #1) and Grand Isle Emergency Service, Inc. (GIVES #2)

Grand Isle Emergency Services, Inc. (GIVES #1)

On 06/25/1990, Grand Isle Volunteer Emergency Services, Inc. (GIVES #1) was organized as a non-profit corporation under Louisiana law upon registering Articles of Incorporation. In addition, GIVES #1 obtained tax-exempt status under 501(c)(3) from the Internal Revenue Service. Associated with GIVES #1 was the Employer Identification Number (EIN) 72-1164084.

On 08/15/2007, GIVES #1 had its Articles of Incorporation revoked by the Secretary of State.⁶ Therefore, its corporate existence ceased on 08/15/2007. As a result, the Internal Revenue Service revoked GIVES #1's 501(c)(3) tax-exempt status on 05/15/2010. When GIVES #1's charter was revoked, its EIN became null.

Still, the Parish financial management system (AS400) carries GIVES #1 as a vendor, under vendor #56323. Based upon the information contained in Parish's financial management system, the Parish paid GIVES #1 under its EIN from 8/15/2007 through 4/30/2021, notwithstanding the corporation no longer existed and the EIN was null. The Parish paid approximately \$5.6 Million to the non-existent corporate entity.⁷

Grand Isle Emergency Service, Inc. (GIVES #2)

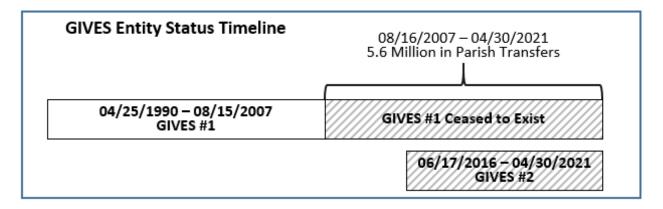
On 06/17/2016, Grand Isle Volunteer Emergency Service, Inc. (GIVES #2) was organized as a non-profit corporation under Louisiana law.⁸ Notably, the only difference between GIVES #1 and GIVES #2 is that the word "Service" in the name of the corporation is plural in GIVES #1 and singular in GIVES #2. GIVES #2 was incorporated by Keeland Cheramie, who until

⁶ GIVES #1 never applied for reinstatement, and the time for applying has expired.

⁷ The entity last filed an annual report on 04/23/2004. An entity has three years within which to reinstate and remedy the deficiency caused by the failure to file an annual report. The GIVES #1's charter was revoked on 08/15/2007, but the entity had not been in "Good Standing" for several years prior.

⁸ Attachment C, GIVES #2 Articles of Incorporation

recently, was the Assistant Fire Chief of the GIVFC. Robert Armand was identified as the President of GIVES #2. When asked, Mr. Armand had no knowledge of the creation of the entity referred to as GIVES #2, nor did he understand the reason it may have been created.



The JPOIG was unable to associate any valid Employer Identification Number (EIN) with GIVES #2. The entity was never established as a vendor in the Parish financial management system. Based upon available information, it did not appear to the JPOIG that GIVES #2 served any legitimate purpose. Nonetheless, the entity was registered with the Secretary of State and could be mistaken for GIVES #1.

B. Revenues

The Parish deposited money into bank accounts in the name of GIVES #1, the entity whose corporate charter was revoked in 2007. The following table depicts Parish disbursements to GIVES #1, sourced from Parish's Financial Management System (AS400). GIVES #1 received funding regularly from the Ambulance Service District No. 2 ("Parish millage funds"). GIVES also received additional funds from the Parish.⁹

Revenue was ostensibly expended on emergency services in Grand Isle through a series of contracts, Cooperative Endeavor Agreements (CEAs). GIVES # 1's corporate existence terminated on 08/15/2007. GIVES #2 was not formed until 06/17/2016. An analysis of these contracts and associated funding is set out below. The JPOIG observed that from CEA to CEA the contracting party with the Parish and/or the contracting language may be Grand Isle Emergency "Services" or "Service," whether intentional or accidental. Based upon the above analysis, the JPOIG questions all funds paid to the GIVES #1 bank account after 08/15/2007, \$5,603,802.

⁹ In 2007, GIVES ceased to exist on 8/15/2007. Millage payments from August to December totaled \$89,500. Total funds expended from 8/15/2007-4/30/2021 equals \$5,603, 802.

Parish Funds Expensed to GIVES					
Year	Parish Millage Funds	Additional Funding	Total Parish Revenue		
2007*	\$89,500	\$0	\$89,500		
2008	\$216,000	\$81,513	\$297,513		
2009	\$300,000	\$0	\$300,000		
2010	\$288,000	\$107,740	\$395,740		
2011	\$288,000	\$0	\$288,000		
2012	\$312,000	\$0	\$312,000		
2013	\$342,600	\$0	\$342,600		
2014	\$362,544	\$0	\$362,544		
2015	\$378,000	\$62,000	\$440,000		
2016	\$543,999	\$54,580	\$598,579		
2017	\$465,996	\$0	\$465,996		
2018	\$472,362	\$50,000	\$522,362		
2019	\$475,272	\$60,000	\$535,272		
2020	\$490,272	\$0	\$490,272		
2021	\$163,424	\$0	\$163,424		
Totals	\$5,187,969	\$415,833	\$5,603,802		

2013 CEA for Emergency Services with GIVES

On 09/18/2013, the Parish Council passed Resolution No. 121681 authorizing a ten (10) year agreement between the Jefferson Parish Ambulance Services District No. 2 and "Grand Isle Volunteer Emergency Services, Inc." (GIVES #1) to provide ambulance services. Subsequently, a CEA was signed between the Ambulance Service District No. 2 and "Grand Isle Volunteer Emergency Service, Inc." (GIVES #2). However, the contract identifies the vendor as Grand Isle Volunteer Emergency Services, Inc." (GIVES #1). ¹⁰

2016 CEA for equipment with GIVES

On 12/09/2015, the Parish Council passed Resolution No. 126235 to provide additional funding for emergency services in the amount of \$54,579.89 to obtain essential ambulance equipment. This includes, but is not limited to: physio-control lifepak-15 monitors, electric lift stretchers, and new training props for continuing education.¹¹ Subsequently, a CEA was signed between the Ambulance Service District No. 2 and GIVES #2.

It is unlikely that the Parish was aware that it was contracting with a different entity other than the entity established in the Parish's financial management system (AS400) as a vendor, GIVES #1. The Parish funded the contract amount of \$54,579.89 on 03/23/2016 through direct deposit to GIVES #1.

¹⁰ The CEA is dated 10/17/2013 and signed by Christopher Roberts, Parish Council Chairman, for the Ambulance Service District No. 2 and Joel Bradberry, GIVFC Fire Chief, for GIVES.

¹¹ The CEA provided that the district would provide \$54,579.89 on a reimbursement basis. The CEA is dated 01/27/2016 and signed by Cynthia Lee-Sheng as Chairman, Parish Council Chairwoman, for the Ambulance Service District No. 2, and Joel Bradberry, GIVFC Fire Chief for GIVES.

2020 CEA for equipment with GIVES

On 12/09/2020, the Parish Council passed Resolution No. 136820 to provide additional funding for emergency services equipment to Grand Isle Volunteer Emergency Service, Inc. (GIVES #2) not to exceed \$200,000. The source of the funds was the Jefferson Parish Hospital Service District No. 1. Subsequently, a CEA was signed between the Jefferson Parish Hospital Service District No. 1 and GIVES $#2.^{12}$ While the contract appears to be valid, e.g. with a valid entity, it is unlikely that the Parish was aware that it was contracting with a different entity other than the entity established in the Parish's financial management system (AS400) as a vendor, GIVES #1. As of 10/20/2021, the contract had not been funded by the Parish.

Additional funding to GIVES

Separate and in addition to the above CEAs, it appears as though the Parish provided additional funding for emergency services from the Ambulance Services District No. 2 via budget adjustments. Since the time when GIVES #1 ceased to exist as a corporate entity in 2007, the Parish responded to requests for additional funding resulting in payments of \$487,871. This amount is identified in the Parish's financial management system (AS400) as having been transferred to GIVES #1.

CEAs between GIVES and GIVFC

Finally, and since GIVES ceased to exist in 2007, it appears that the GIVFC assumed and exercised complete control over millage revenue generated by the Ambulance Service District No. 2. Under state law, the proceeds of any special tax shall constitute a trust fund used exclusively for the objects and purposes for which the tax was levied. The Louisiana Attorney General has consistently opined that a governing authority may not use the proceeds of a special tax for something other than the purpose for which it was levied, even where the proposed use is closely related to the purpose for which the tax was levied.¹³

- In 2007, it appears that the GIVFC signed a CEA with GIVES #1. The JPOIG did not obtain a copy of this agreement. The 2007 CEA, in part, allowed for the transfer of millage funds generated for the Ambulance Service District No. 2 into the control of the GIVFC.¹⁴
- In 2011, it appears that the GIVFC signed a second CEA with GIVES #1. The JPOIG obtained a copy of the CEA between the GIVFC and the GIVES #1 dated 2011 (exact date uncertain) signed by Chris Santiny, as President of the GIVFC, and Aubrey Chaisson, as President of the GIVES.¹⁵

The purported CEAs between the GIVFC and GIVES provides that GIVFC will act as "paymaster" on behalf of GIVES. In addition, the GIVFC agreed to provide all administrative and accounting services on behalf of the GIVES. Lastly, as a result of the agreement, the employees of the GIVES became employees of the GIVFC. Some GIVFC employees were cross-trained in ambulance services and fire protection services. The agreement further provided that

¹² The CEA is dated 01/06/2021 and signed by Scott Walker, Parish Council Chairman, for the Hospital Services District No. 1 and Joel Bradberry, GIVFC Fire Chief, for GIVES.

¹³ See Attorney General Opinion 98-369.

¹⁴ 2007 Annual Audited Financial Statements, Note D-Detailed Notes on All Activities and Funds, 3. Contracted Services

¹⁵ Aubrey Chaisson was also in the Fire Chief for GIVFC at the time.

"In return for acting as paymaster for processing payroll and for providing office space and administrative support, GIVES agreed to transfer up to 85 percent of its monthly millage allocation received from the Parish, within 5 days of receipt of funds from the Parish."

Prior to the CEAs described above, GIVES had its own employees and paid those employees. After the CEA was executed, GIVES transferred their employees and approximately 85% of their revenue to the GIVFC, who then paid those employees. The JPOIG was unable to locate any records related to actual expenditures concerning the funds transferred from the GIVES to the GIVFC under the auspices of the 85% provision.

Consequently, the JPOIG is unable to determine if the funds received from the Parish by GIVES were expensed for the purpose of acquiring, constructing, improving, maintaining, and operating ambulance service facilities in the District, as mandated by law. Table #2 below depicts the transfer of millage revenue generated from the Ambulance Service District No. 2 to the GIVFC for the years 2007 through 2020 as captured by the audited financial statements.¹⁶ The JPOIG observed that across the time period captured, 85% percentage of funds were transferred, but the annual transfers varied at times between 106.45% in 2013 and 70% in 2018.

Table #2	Millage Funds Transferred from GIVES to GIVFC				
Year	Parish Funds to GIVES as Revenue	GIVES to GIVFC Payments	Percentage		
2007	\$286,838	\$245,604	86%		
2008	\$297,513	\$258,582	87%		
2009	\$300,000	\$282,022	94%		
2010	\$395,740	\$336,718	85%		
2011	\$288,000	\$244,000	85%		
2012	\$312,000	\$270,194	87%		
2013	\$342,600	\$364,701	106.45%		
2014	\$362,544	\$308,162	85%		
2015	\$440,000	\$374,000	85%		
2016	\$543,999	\$420,230	77%		
2017	\$465,996	\$396,097	85%		
2018	\$522,362	\$367,418	70%		
2019	\$535,272	\$454,981	85%		
2020	\$490,272	\$416,731	85%		
Totals	\$5,583,136	\$4,739,440	85%		

C. Cash in Bank

There are two bank accounts at South Lafourche Bank & Trust, LaRose, Louisiana (SLB&T) held in the name of the nonexistent corporate entity GIVES #1.¹⁷

Table #3	Source: Bank Statements			
Bank	Account	Funding Source	Balance as of 04/30/2021	
SLB&T	Operating	JP Ambu Dist. Millage	\$44,018	
SLB&T	Savings	JP Ambu Dist. Millage	\$256,324	
		Total	\$300,342	

¹⁶ Amount provided were based on notes made in GIVFC and GIVES Audited Annual Financial Reports, Note D -Detailed Notes on All Activities and Funds, 3. Contracted Services.

¹⁷ A third bank account was identified at South Lafourche Bank & Trust, LaRose, Louisiana (SLB&T), also held in the name of GIVES, which contained de minimis non-public funds.

The accounts reflected in Table #3, into which public funds are deposited for emergency services in Grand Isle, are controlled by GIVFC's current employees and a past officer who are signatories on the accounts.¹⁸ The JPOIG noted that the GIVFC has four (4) authorized signers on each of the company's two (2) bank accounts.

- Joel Bradberry, Fire Chief, GIVFC;
- Keeland Cheramie, Assistant Fire Chief, GIVFC
- Colby Calderone, Logistics Chief, GIVFC; and
- Robert Armand, Past Board President, GIVFC

Keeland Cheramie, who was the Assistant Fire Chief for the GIVFC, and Colby Calderone, who is the Logistics Chief for the GIVFC, both have access to bank accounts held in the name of GIVES #1. The Parish deposited money into the account maintained in the name of GIVES #1. The accounts were then regularly accessed by these individuals who transferred money into accounts held in the name of the GIVFC.

Based upon the information provided, both Keeland Cheramie and Colby Calderone maintained accounting records as if GIVES #1 still existed. The accounting records for GIVES #1 were maintained utilizing QuickBooks in the same, or similar, manner as they did for the GIVFC. This included a general ledger and bank reconciliation reports. The JPOIG determined that the general ledger cash balance did not agree with the provided reconciliation reports for twelve (12) of the sixteen (16) months tested.

The cash balance is included in the total questioned costs of \$5,603,802 noted on page 6 of this report. To the extent the money is still on deposit, it may be recovered by the Parish or otherwise expended in a manner consistent with millage

D. Expenditures

The JPOIG reviewed the 2020 General Ledger of GIVES, to determine how the provided millage funds were expended through the year. As previously stated, GIVES paid 85% of its millage funds to GIVFC. The JPOIG reviewed all of the remaining expense transactions for the year 2020, representing 109 transactions and totaling \$104,686. The JPOIG summarized the expenditures paid during the calendar year 2020 in Table #4 below.

Due to a lack of available detailed invoice information, the JPOIG makes no conclusion regarding the propriety of funds expended by the GIVES directly from its bank accounts. However, the specific line items referenced in Table #4 were not prohibited on their face. The JPOIG also noted \$102,333 was expended during this period using two separate bank-to-bank transfers, paid directly to the GIVFC. In total, the GIVES paid the GIVFC \$519,065 in the fiscal year 2020.¹⁹

¹⁸ According to the South Lafourche Bank & Trust signatory documents, these individuals are authorized signatories since 01/03/2018. Checks requires two (2) signatures, but funds transferred electronically may be done by a single signatory with electronic access to the account.

¹⁹ \$416,731 (last line of Table #2) plus \$102,333 equals \$519,065.

Table #42020 Operating Expenses				
Category	Transactions	Amount		
Medical Supplies and Expenses	36	\$30,983.00		
Utilities	18	\$22,234.00		
Loan Payments	12	\$19,084.00		
GIVES Savings Account Transfer	5	\$14,000.00		
Repairs & Vehicle Maintenance	8	\$7,158.00		
Administrative & Licensing Fees	5	\$6,286.00		
Fuel	11	\$3,347.00		
Station Groceries & Supplies	10	\$1,104.00		
Travel and Meeting Expenses	4	\$490.00		
Total	109	\$104,686		

E. Equipment

The JPOIG attempted to validate the physical existence of eight (8) vehicles purchased with Parish funds for emergency services and reviewed the vehicle titles to ensure that they were titled in the name of the District. The JPOIG noted the following:

Table #5	Table #5 GIVES Vehicle Inventory					
_			Vehicle	e Costs	Assets Titled in	
Item	Description	Cost	GIVES	GIVFC	Ambulance Dist. No. 2's Name	
1	Ford Crown-Vic (Black)	\$15,048	\$7,524	\$7,524	×	
2	Ford E-450 Ambulance	\$80,000	\$80,000	\$0.00	×	
3	Ford E-450 Ambulance	\$74,680	\$74,680	\$0.00	×	
4	Command Bus	\$83,562	\$83,562	\$0.00	×	
5	Toyota Tundra (white)	\$39,447	\$39,447	\$0.00	×	
6	Ambulance Dodge 3500	\$117,489	\$117,489	\$0.00	×	
7	Yamaha Wave runner	\$14,910	\$14,910.00	\$0	×	
8	Yamaha Trailer	\$870	\$870.00	\$0	×	
9	Cowboy Trailer	\$4,920	\$2,420.00	\$2,500	×	
10	Misc. Strobe Lights	\$1,136	\$1,136.00	\$0	×	
Total		\$432,062	\$422,038	\$10,024		

The total cost of equipment (vehicles) in the GIVES 2020 audited financial statements is \$422,038.²⁰ All of the equipment listed in the GIVES inventory was not titled in the name of the District. The JPOIG noted that there was some duplication and allocation of equipment values in the inventory listings between the GIVES and the GIVFC. The failure to have vehicles properly titled in the name of the Ambulance Service District #2 creates an inherent weakness and risk to

²⁰ GIVES 2020 Audited Financial Statements

publicly purchased assets. The value of these GIVES' assets are questioned and included in the previously questioned costs of \$5,603,802 noted on page 6 of this report.

F. Audited Financial Statements

The JPOIG notes that a contributing factor to the delay in uncovering the funding of an entity which no longer exists was the filing of annual audits with the Louisiana Legislative Auditor.

In the course of conducting this audit, the JPOIG reviewed annual audits that were prepared by the CPA, Paul Rivera, and filed with the Louisiana Legislative Auditor. The CPA performed annual audits for both GIVES and the GIVFC. The CPA filed annual audits for both GIVES and the GIVFC with the Louisiana Legislative Auditor.

The JPOIG has elevated concerns regarding the external CPA.

CONCLUSION

On 06/25/1990, Grand Isle Volunteer Emergency Services, Inc. (GIVES #1) was organized as a non-profit corporation under Louisiana law. In 2007, its status as an entity was revoked, and as a result, its associated EIN became null. On 05/15/2010, the Internal Revenue Service revoked GIVES #1's 501(c)(3) tax-exempt status.

Between 08/15/2007 and the present, the Parish funded a non-existent entity a total of \$5,603,802.

On 06/17/2016, Grand Isle Volunteer Emergency Service, Inc. (GIVES #2) was organized as a non-profit corporation under Louisiana law. The JPOIG was not able to identify any legitimate purpose served by GIVES #2. Nonetheless, the entity was registered with the Secretary of State and could be mistaken for GIVES #1. At some points between 2013 and 2020, it appears as though the Parish may have contracted with an entity before it was created, and in any case, an entity which was not a recognized vendor of the Parish.

In conclusion, Jefferson Parish failed to implement the necessary controls over the expenditure of restricted millage funds, the contracting of ambulance services, and the additional funding to an organization that did not legally exist. In order to prevent further fraud, waste, and abuse, the Parish should take the necessary steps to properly monitor contracted functions. The primary responsibility for safeguarding public funds dedicated to a specific purpose rests with the Parish. This responsibility includes adequate due diligence to validate the legal status of the entity under contract to perform District functions, and affirmation of the existence of an involved, responsible, and competent governing board. The JPOIG has questioned costs totaling \$5,603,802 as a result.

The JPOIG findings and recommendations for the GIVES follow the report and are found in Attachment A.

Attachment A

Findings & Recommendations



FINDINGS AND RECOMMENDATIONS

A finding indicates a material or significant weakness in controls or compliance that was not detected or corrected by an entity in the normal course of performing its duties. Findings can be any one or the combination of the following: (1) significant deficiencies in internal controls; (2) fraud and illegal acts; (3) violations of contracts and grant agreements; (4) inefficiencies; (5) waste; or (6) abuse.

Finding #1: Jefferson Parish Failed to Perform Proper Due Diligence

Condition:

Since 2007, the Parish remitted funds to a non-existent corporate entity that utilized the vendor name of GIVES, under vendor # 56323.¹ Additionally, on 09/18/2013, the Parish Council ratified Resolution No. 121681 and authorized a ten (10) year agreement between Jefferson Parish Ambulance Services District No. 2 and "Grand Isle Volunteer Emergency Services, Inc." (GIVES #1) to provide ambulance services. The JPOIG determined that questioned costs associated with these payments from the period of 08/15/2007 to 04/30/2021 was \$5,603,802.

Criteria:

The proceeds of any special tax shall constitute a trust fund used exclusively for the objects and purposes for which the tax was levied. The Louisiana Attorney General has consistently opined that a governing authority may not use the proceeds of a special tax for something other than the purpose for which it was levied, even where the proposed use is closely related to the purpose for which the tax was levied.²

Cause:

Neither the Jefferson Parish Administration nor the Parish Council performed adequate due diligence to ensure that the Parish contracted with a valid legal entity, engaged to provide the services required of Ambulance Service District No. 2.

Exposure:

The expenditure of funds to a non-legal entity is not a legitimate use of public funds. The above amount was deemed a questioned cost.

Recommendation:

Parish Council

The Parish Council, as the District's governing authority, should engage in a competitive process to locate a viable entity to perform emergency services for Grand Isle as permitted by the Ambulance Service District No. 2.

Parish Administration

The Parish Administration should incorporate a process that validates the capacity of the party(ies) contracting with the Parish.

¹ The entity last filed an annual report on 04/23/2004. An entity has three years within which to reinstate and remedy the deficiency caused by the failure to file an annual report. The GIVES #1's charter was revoked on 08/15/2007, but the entity had not been in "Good Standing" for several years prior.

² See Attorney General Opinion 98-369.

Finding #2: Unsecured Cash in Bank

Condition:

Public funds held in GIVES' bank accounts are currently at risk for loss due to fraud, waste, or abuse. As of 04/30/2021, cash in bank was \$300,343.

Criteria:

The proceeds of any special tax shall constitute a trust fund used exclusively for the objects and purposes for which the tax was levied. The Louisiana Attorney General has consistently opined that a governing authority may not use the proceeds of a special tax for something other than the purpose for which it was levied, even where the proposed use is closely related to the purpose for which the tax was levied.³

Cause:

Neither the Jefferson Parish Administration nor the Parish Council performed adequate due diligence to ensure that the Parish contracted with a valid legal entity, engaged to provide the services required of Ambulance Service District No. 2.

Exposure:

The expenditure of funds to a non-legal entity is not a legitimate use of public funds. The above amount was deemed a questioned cost.

Recommendation:

Parish Administration

The Parish Administration should take appropriate action to secure public funds currently under the control of individuals who are signatories to a bank account held in the name of a non-existent corporate entity, GIVES #1.

³ See Attorney General Opinion 98-369.

Finding #3: Failure to Safeguard Fixed Assets and Equipment

Condition:

The Parish Council, as governing authority, did not ensure proper oversight of assets purchased with dedicated public funds. As of 2020, the GIVFC maintained vehicles and equipment which totaled \$422,038.⁴

Criteria:

The US Government Accountability Office (GAO) published Standards for Internal Control, known as the Green Book, and is a recognized authoritative source used by government finance professionals. Section 2, OV2.24 states, "Management designs an internal control system to provide reasonable assurance regarding prevention or prompt detection and correction of unauthorized acquisition, use, or disposition of an entity's assets."

Cause:

There is no designated Parish department or department director associated with supervising, managing, or validating of the fixed assets purchased with funds generated by Ambulance Service District No. 2.

Exposure:

The failure to safeguard the district's fixed assets exposes the District and the Parish to potential liability and loss of use of equipment totaling \$422,038.

Recommendation:

Parish Administration

The Parish Administration should identify either a department director, or personnel to exercise the supervision, management, and validation of Parish funds expended from Ambulance Service District No. 2.

⁴ 2020 GIVFC Annual Financial Statement Report, Detailed Notes on all Activities and Funds

Attachment B

GIVES #1 Louisiana Secretary of State Filing



Name

Туре

State of Louisiana Secretary of State

COMMERCIAL DIVISION 225.925.4704

<u>Fax Numbers</u> 225.932.5317 (Admin. Services) 225.932.5314 (Corporations) 225.932.5318 (UCC)

Status

City

Nume		i ypc	City	Jucus
GRAND ISLE VOLU	NTEER EMERGENCY SERVICES, INC.	Non-Profit Corporation	GRAND ISLE	Inactive
Previous Names				
Business:	GRAND ISLE VOLUNTEER EMERG	ENCY SERVICES, INC.		
Charter Number	34354722N			
Registration Dat	e: 4/25/1990			
Domicile Addres	S			
CHIGH	IIZOLA LANE			
GRAN	D ISLE, LA 70358			
Nailing Address				
P. O. E	3OX 1035			
GRAN	D ISLE, LA 70358			
Status				
Status:	Inactive			
nactive Reason	: Action by Secretary of State			
ile Date:	4/25/1990			
.ast Report Filed	1: 4/23/2004			
Гуре:	Non-Profit Corporation			
Registered	Agent(s)			
Agent:	ROBERT B. SANTINY			
Address 1:	BLACKBERRY LANE			
	GRAND ISLE, LA 70358			
Appointment Date:	5/11/1995			
Officer(s)			Additiona	al Officers:
Officer:	JOEL BRADBERRY			
litle:	President			
Address 1:	WOLFPACK AVE.			
City, State, Zip:	GRAND ISLE, LA 70358			
Officer:	ELIZABETH DINSMORE			
litle:	Treasurer			
Address 1:	180 CAPITAL LANE			
City, State, Zip:	GRAND ISLE, LA 70358			
Officer:	BRUCE BARTHELEMY			010
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https://coraweb.sos.la.gov/commercialsearch/CommercialSearchDetails_Print.aspx?CharterID=367788_CEAEAA11BF

Title:SecretaryAddress 1:MEDICAL LANECity, State, Zip:GRAND ISLE, LA 70358

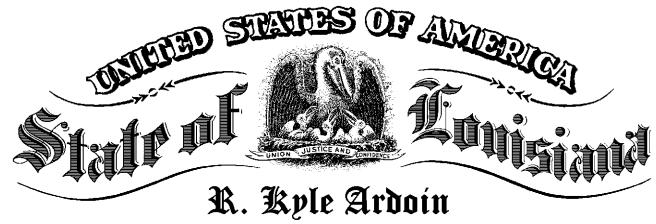
Amendments on File (2)

Description	Date
Amendment	5/9/1991
Revoked	8/15/2007
Print	

Attachment C

GIVES #2 Articles of Incorporation





SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that

the attached document(s) of

GRAND ISLE VOLUNTEER EMERGENCY SERVICE, INC.

are true and correct and are filed in the Louisiana Secretary of State's Office.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

April 7, 2021

R 1 Le Mor Secretary of State



Certificate ID: 11369651#NJ62

To validate this certificate, visit the following web site, go to Business Services, Search for Louisiana Business Filings, Validate a Certificate, then follow the instructions displayed. www.sos.la.gov

Page 1 of 1 on 4/7/2021 12:39:49 PM

JN

STATE OF LOUISIANA ARTICLES OF INCORPORATION (R.S. 12:203)

1. The name of this corporation is:

GRAND ISLE VOLUNTEER EMERGENCY SERVICE, INC.

2. This corporation is formed for the purpose of:

ENGAGING IN ANY LAWFUL ACTIVITY FOR WHICH CORPORATIONS MAY BE FORMED UNDER CHAPTER 2, TITLE 12, OF THE LA REVISED STATUTES (NON-PROFIT CORPORATION LAW)

3.The duration of this corporation is (may be perpetual): PERPETUAL

4.The street address (not a P.O. Box only) of the corporation's initial registered office is: 100 CHIGHIZOLA LANE

GRAND ISLE, LA 70358

5.Mailing Address: P.O. BOX 1035 GRAND ISLE, LA 70358

6.The name and street address (not a P.O. Box only) of the corporation's initial registered agent(s) is/are: KEELAND CHERAMIE 100 CHIGHIZOLA LANE

GRAND ISLE, LA 70358

7. The name and address of each incorporator of this corporation is:

JOEL BRADBERRY 100 CHIGHIZOLA LANE GRAND ISLE, LA 70358

8.The name and street addresses of the corporation's initial directors are:

ROBERT ARMAND (PRESIDENT) 108 WOLFPACK LANE GRAND ISLE, LA 70358

9.Other Provisions:

The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to fine or imprisonment or both under R.S. 14:133.

I HEREBY CERTIFY THAT I AM THE INCORPORATOR AND HAVE THE AUTHORITY TO SIGN ON BEHALF OF ANY OTHER INCORPORATOR LISTED. ELECTRONIC SIGNATURE: JOEL BRADBERRY (6/15/2016) TITLE: FIRE CHIEF



Agent Affidavit and Acknowledgement of Acceptance

Charter Number: 42300435N

Charter Name: GRAND ISLE VOLUNTEER EMERGENCY SERVICE, INC.

The agent / agents listed below accept the appointment of registered agent for and on behalf of the Charter Name above.

Date RespondedAgent(s)06/17/2016KEELAND CHERAMIE

Agent(s) Electronic Signature KEELAND CHERAMIE

Tom Sch		DOMESTIC	CORPORAT	ΓΙΟΝ				
Secretary	of State	ANNUAL REP	AL REPORT		42300435N			
		For Pe	riod Ending					
		6/1	7/2017					
Mailing Address	Only (INDICATE CH	ANGES TO THIS ADD	RESS IN THIS BOX))	(INDICA)	TE CHANGES TO THIS ADD	RESS IN THIS BOX)	
42300438			-		Registered Office	Address in Louisiana (Do	notuse P. O. Box)	
GRAND ISL	E VOLUNTEER E	MERGENCY SER	VICE, INC.		100 CHIGHI GRAND ISLI			
P.O. BOX 1	035							
GRAND ISL	E, LA 70358						Federal Tax ID Number	
A NEW REGIS KEELAND	CHERAMIE	GRAND ISLE, LA	ED SIGNATURE	nanges or user	ais deruw. An a	ising must have a luuisiana a	ldress. Do not use a P. O. Box.	
I hereby accept th	, , , , , , , , , , , , , , , , , , , ,				Swom to and subscribed before me on NOTARY NAME MUST BE TYPED OR PRINTED WITH NOTARY #			
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ROBERT / 108 W		GRAND ISLE, LA	70358	Pr	esident			
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sign →	Keeland Cherami		1	Asst. Fire Ch	-			
		(SIGNED ELECTRONICALLY)					06/12/2017	
	Signee's address	3	(Email A gifd971@yah			(For Office Use Only)	
	Enclos	e filing fee of g	 \$10.00	Return b	v: 6	6/17/2017	-	
Make remittance payable to Secretary of State To: Commercial Division Do Not Send Cash P. O. Box 94125 Do Not Staple Baton Rouge, LA 70804-9125 web site: www.sos.louisiana.gov DO NOT STAPLE								

R. Kyle A Secretary			C CORPORA JAL REPORT			4230043	5n	
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	5 N LE VOLUNTEER E	HANGES TO THIS AN		9 1	-	Address in Louisiana ZOLA LANE	ADDRESS IN THIS BOX) (Do not use P. O. Box)	
P.O. BOX 1 GRAND ISL	035 _E, LA 70358						Federal Tax ID Number	
A NEW REGIST KEELAND	Our records indicate the following registered agents for the corporation. Indicate any changes or deletions below. All agents must have a Louisiana address. Do not use a P.O. Box. A NEW REGISTERED AGENT REQUIRES A NOTARIZED SIGNATURE. KEELAND CHERAMIE 100 CHIGHIZOLA LANE GRAND ISLE, LA 70358							
I hereby accept th	e appointment of regis	ered agent(s).				nibed before me on UST BE TYPED OR PRIM	NTED WITH NOTARY #	
•	New Registered	Agent Signatu	re		Notary S	Signature	Date	
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		an officer or directo ie			itle	the fine or imprisonm Phone	ent or both under R.S. 14:133. Date 05/18/2018	
	Signee's addres	,		Email. gifd971@ya	Address hoo.com	1	(For Office Use Only)	
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UNSIGNED REPORTS WILL BE RETURNED

R. Kyle A Secretary			423004	35N					
	For Period Ending 6/17/2019								
	5 N E VOLUNTEER EMERGENCY SERVICE, INC.	1 Registe	(INDICATE CHANGES TO THIS red Office Address in Louisiana CHIGHIZOLA LANE ND ISLE, LA 70358	ADDRESS IN THIS BOX) (Do not use P. O. Box)					
P.O. BOX 1 GRAND ISI	035 .E, LA 70358			Federal Tax ID Number					
A NEW REGIS KEELAND	Our records indicate the following registered agents for the corporation. Indicate any changes or deletions below. All agents must have a Louisiana address. Do not use a P. O. Box. A NEW REGISTERED AGENT REQUIRES A NOTARIZED SIGNATURE. KEELAND CHERAMIE 100 CHIGHIZOLA LANE GRAND ISLE, LA 70358								
I hereby accept th	e appointment of registered agent(s).		and subscribed before me on NAME MUST BE TYPED OR PR	INTED WITH NOTARY #					
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DAVID CA	I their address. Do not use a P. O. Box. If additional space is n NTRELLE HIGHIZOLA LANE GRAND ISLE, LA 70358	Presider							
The filing of a	false public record, with the knowledge of its falsity, is	s a crime subjecting the	e filer to the fine or imprison	ment or both under R.S. 14:133					
	To be signed by an officer or director KEELAND CHERAMIE (SIGNED ELECTRONICALLY)	ASST. FIRE CHIEF	Phone	Date 09/13/2019					
	Signee's address	Email Addres	ss	(For Office Use Only)					
1	Enclose filing fee of \$10.00 Make remittance payable to Secretary of State Do Not Send Cash Do Not Staple		6/17/2019 Commercial Division P. O. Box 94125 Baton Rouge, LA 70804-9 Phone (225) 925-4704						
	web site: www.sos.louisiana.gov DO	NOT STAPLE							

UNSIGNED REPORTS WILL BE RETURNED

R. Kyle A Secretary		For Pe	CORPORAT				IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII	
P.O. BOX 1	5 N LE VOLUNTEER E	IANGES TO THIS ADD		-	Registered Office 100 CHIGHI	Address in Louisiana	ADDRESS IN THIS BOX) (Do not use P. O. Box)	
Our records indica A NEW REGIS KEELAND	ate the following register TERED AGENT RE CHERAMIE	red agents for the corpo QUIRES A NOTARIZ GRAND ISLE, LA	ED SIGNATURE	changes or dele	ions below. All a	gents must have a Louisia	Federal Tax ID Number ana address. Do not use a P. O. Box.	
I hereby accept th	, , , , , , , , , , , , , , , , , , , 				Swom to and subscribed before me on NOTARY NAME MUST BE TYPED OR PRINTED WITH NOTARY #			
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The filing of a 1		with the knowledge	of its falsity, is a		ting the filer to	the fine or imprisonm	nent or both under R.S. 14:133.	
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Attachment D

2013 CEA Between GIVES and Ambulance Service District #2



COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

AMBULANCE SERVICE DISTRICT NO. 2

OF THE

PARISH OF JEFFERSON

AND

GRAND ISLE VOLUNTEER EMERGENCY SERVICE, INC.

This Cooperative Endeavor Agreement (hereinafter the "Agreement") is made and entered into this <u>17th</u> day of <u>October</u>, 2013, and is effective as of <u>October 17</u>, 2013, by and between Ambulance Service District No. 2 of the Parish of Jefferson, State of Louisiana (hereinafter referred to as "DISTRICT"), which is a political subdivision of the State of Louisiana, herein represented by Christopher L. Roberts, the Chairman of the Council of the Parish of Jefferson, State of Louisiana, the governing authority of Ambulance Service District No. 2 of the Parish of Jefferson, State of Louisiana, said Chairman having been authorized to act herein by Resolution No. <u>121681</u>, adopted by said Council on the <u>1971</u> day of <u>SEPTEMBER2</u>, 2013; and

GRAND ISLE VOLUNTEER EMERGENCY SERVICES, INC. (hereinafter referred to as "GIVES"), which is a nonprofit corporation organized under the laws of the State of Louisiana, domiciled and doing business in the Parish of Jefferson, State of Louisiana, herein represented by <u>Aubrey Chaisson</u>, its <u>Fire Chief</u>, as per resolution adopted by its membership on the _____ day of _____, 20___, a copy of which is attached hereto.

WITNESSETH THAT:

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other or with any other private association, corporation or individuals; and

WHEREAS, Art. VII, Sec. 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of the citizens of Jefferson Parish; and WHEREAS, DISTRICT was duly created by the Jefferson Parish Council by Ordinance No. 18001, adopted on June 6, 1990 for the purpose of providing citizens and taxpayers of Ambulance Service District No. 2 with ambulance services; and

WHEREAS, GIVES is a nonprofit corporation which has traditionally provided certain ambulance services for the good of the public within the geographical boundary of an area now delineated as Jefferson Parish Ambulance Service District No. 2;

WHEREAS, the DISTRICT has heretofore contracted with GIVES for the performance of ambulance services; and

WHEREAS, GIVES has performed such services effectively and has honored all of its commitments to the DISTRICT and to the citizens of the DISTRICT; and

WHEREAS, the DISTRICT is aware of the significant cost and resources that would be required if the DISTRICT were to attempt to form its own ambulance services and to staff it with directly hired public employees; and

WHEREAS, GIVES has the equipment and manpower to effectively deliver ambulance services to the citizens and taxpayers of AMBULANCE SERVICE DISTRICT NO. 2.

WHEREAS, the public purpose is described as: benefiting the citizens of Grand Isle and Jefferson Parish by providing effective ambulance services; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the residents of Parish will benefit from the efforts of the District and GIVES working together; and

WHEREAS, it is in the best interests of the parties hereto that they enter into this cooperative endeavor;

NOW THEREFORE, in consideration of the mutual covenants and agreements provided herein, the parties do agree as follows:

Section I. OBLIGATIONS OF GRAND ISLE VOLUNTEER EMERGENCY SERVICES, INC.

1. Emergency Medical Services

Grand Isle Volunteer Emergency Services, Inc., through its governing authority, shall operate the DISTRICT's ambulance service to provide emergency medical services within the geographical boundaries of Ambulance Service District No. 2 of the Parish of Jefferson. Said geographical boundaries shall be considered GIVES' primary coverage area. GIVES shall use its skills to meet those standards of the National EMS Advisory Council, OSHA, the Department of Health and Human Services, the Department of Homeland Security, and the National Highway Traffic Safety Administration in the performance of the following specific services:

a) Emergency Medical Services.

b) Answer and respond to any and all emergency medical calls within Ambulance Service District No. 2 of the Parish of Jefferson on a 24 hour, 7 day per week schedule.

c) Maintain training levels consistent with all certifying agencies.

d) Maintain training records of all active GIVES' personnel for a period of not less than three years, said records to be made available to the DISTRICT upon its written request.

e) Observe all applicable federal laws and Occupational Safety and Health Administration (OSHA) Regulations for personal safety and working conditions.

 f) Respond to requests for mutual aid from neighboring communities or DISTRICT pursuant to mutual aid agreements.

g) Be responsible for all costs of personnel, training, supplies, insurance, fuel and all other costs related to the operations of the ambulance service.

2. Equipment

All movable property currently owned by AMBULANCE SERVICE DISTRICT NO. 2 OF JEFFERSON PARISH, shall be transferred to the possession of GIVES for use in providing the services required under this Agreement. Upon termination of this Agreement, said assets shall be transferred to and returned to the possession of AMBULANCE SERVICE DISTRICT NO. 2 OF JEFFERSON PARISH or otherwise accounted for by GIVES.

GIVES agrees to maintain any and all medical emergency vehicles, equipment, apparatus, etc. which are purchased with funds derived from this Agreement in good condition to the full extent of its expertise, ability and financial means and further agrees to permit examination of such medical emergency vehicles, equipment, apparatus, etc. upon reasonable notice by the DISTRICT.

Page 3 of 13

In the event GIVES should cease operations voluntarily for whatever reason during the term of this Agreement or be removed for just cause by the DISTRICT in accordance with the provisions of this Agreement, all medical emergency service vehicles, equipment, apparatus, etc. purchased with or through ad valorem tax, general funds or contract consideration shall become (or remain if already titled in DISTRICT) the property of DISTRICT. Any assets acquired or constructed from the proceeds of the Parish or from any public funds shall be and shall remain the property of the DISTRICT.

After the execution of this Agreement, the DISTRICT and GIVES will cooperate with one another to prepare an inventory of each asset and piece of equipment owned by the DISTRICT or GIVES with a unit value of FIVE HUNDRED (\$500.00) DOLLARS or more and utilized by GIVES. GIVES will furnish the DISTRICT with a list of all property it believes meets this description. Thereafter the DISTRICT will have access to GIVES' premises and records to make whatever verification it feels may be required.

In the event DISTRICT owned property in GIVES' possession with a unit value of over FIFTY (\$50.00) DOLLARS is replaced, becomes obsolete or is no longer in use, that property shall be returned to the DISTRICT.

3. Insurance Requirements

GIVES shall secure and maintain at its expense such insurance that will protect it, the DISTRICT and Jefferson Parish (hereinafter the "PARISH"). All certificates of insurance shall be furnished to the DISTRICT and the PARISH and shall provide that insurance shall not be cancelled without thirty (30) days prior notice of cancellation given to the PARISH in writing, on all of the required coverage provided to the PARISH and the DISTRICT. All notices will name the PARISH and the DISTRICT, and identify the Council Resolution approving the terms of this Agreement. The PARISH and/or the DISTRICT may examine the policies at any time and with reasonable notice.

A. Mandatory Insurance Clauses

i) GIVES' insurers will have no right of recovery or subrogation against the PARISH or the DISTRICT it being the intention of the parties that the insurance policy so affected shall protect all parties and be the primary coverage for any and all losses covered by the below described insurance. ii) The PARISH and the DISTRICT shall be named as additional insured as regards to automobile and comprehensive general liability insurance. GIVES shall be automobile and comprehensive general liability insurance primary.

iii) The insurance company(ies) issuing the policy or policies shall have no recourse against the PARISH or the DISTRICT for payment of any premiums or for assessments under any form of policy.

iv) Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of GIVES.

B. Insurance Limits

Prior to the execution of this Agreement GIVES, shall provide, at its own expense, proof of the following insurance coverage, required by this Agreement, to the PARISH and the DISTRICT by insurance companies authorized to do business in the State of Louisiana. Insurance is to be place with insurers with an A.M. Best Rating of no less than A:VI.

i) <u>Workmen's Compensation Insurance</u> - As required by State Statute exception; employer's liability, Section B, shall be at least \$1,000,000 per occurrence when work is to be over water and involves maritime exposures, otherwise this limit shall be no less than \$500,000 per occurrence to cover all employees not covered under the State Workmen's Compensation Act.

ii) <u>Comprehensive Automobile Liability Insurance</u> - To be on an occurrence basis, and is to include coverage for owned, hired, leased and non-owned vehicles with minimum limits as follows; Bodily Injury Liability \$1,000,000.00 each person, \$1,000,000.00 each occurrence; Property Damage Liability of \$1,000,000.00 each occurrence.

iii) <u>Comprehensive General Liability Insurance</u> – with minimum limits of a Combined Single Limit of at least \$1,000,000.00 per occurrence for bodily injury and property damage.

Upon written request of the Jefferson Parish Council, GIVES shall cause to be issued any additional policies of insurance deemed necessary by the Jefferson Parish Council.

4. Indemnity

a) As to any loss, damage or claim covered by insurance placed hereunder, GIVES agree to appear, defend, indemnify and hold harmless the DISTRICT, its Parish President and Parish Council, appointed boards and commissions, officials, officers, employees and agents, individually and collectively, from all losses, claims, suits, demands, expenses, recoveries, judgments, subrogation, attorney's fees or actions of any kind or nature resulting from personal injury to any person (including death) or damages to any property, arising out of or alleged to have arisen out of any of GIVES' negligent acts or omissions in the performance of its obligations under the terms of this Agreement.

b) As to any losses, damages or claims not covered by insurance placed hereunder and made by any employee of GIVES against the DISTRICT, the PARISH, or against any of their officers, agents or employees, GIVES will fully defend and indemnify such parties or individuals, irrespective of whether or not PARISH or DISTRICT or its officers, agents or employees were negligent, solely negligent or strictly liable, provided said claims, losses or damages arise out of the services GIVES will perform for DISTRICT under this Agreement.

Section II. COMPENSATION

For and in consideration of the above services, GIVES shall be entitled to receive from the DISTRICT, monthly, after receipt by the Parish Finance Department from the Tax Collector, a sum equal to one-twelfth (1/12) of the net revenues generated by the authorized ad valorem tax for the purpose of operating and maintaining ambulance services in AMBULANCE SERVICE DISTRICT NO. 2 OF THE PARISH OF JEFFERSON, and of any other similar tax hereafter authorized, levied and collected (hereinafter the "Contract Consideration").

GIVES agrees to employ all public funds, facilities and equipment entrusted to its care for providing said emergency medical services, rescue operations, as well as response to incidents, emergencies, disasters and/or civil disturbances, necessary and incidental for the operation of their respective areas in accordance with applicable laws. GIVES acknowledges and agrees to utilize the Contract Consideration in connection with satisfying its obligations under the Contract solely for the following purposes:

 to acquire and maintain, trucks, apparatus and other movable equipment, including but not limited to insurance, fuel, office supplies, utilities, equipment, uniforms, food, tools, medical equipment and supplies, identifications, badges, computers, software and other similar items necessary and incidental to efficiently satisfy the obligations under the Contract;

 to hire, train, compensate and equip emergency medical personnel as approved by the GIVES' duly elected Board(s) of Directors;

(iii) to recruit, train, equip and retain volunteer emergency medical personnel in accordance with the GIVES' directives and by-laws.

GIVES acknowledges and agrees that each shall not use the Contract Consideration for the purchase of any of the following:

(i) Alcoholic beverages;

(ii) training, travel gifts or supplies for non-EMS personnel;

(iii) awards or gifts in excess of Fifty and 00/100 Dollars (\$50.00) per twelve(12) month period for paid or volunteer members of GIVES;

(iv) training, travel, education or expenses that are not directly related to emergency medical services, emergency medical service management and administration, rescue operations, as well as response to incidents, emergencies, disasters or civil disturbances.

Section III. TERM

This Cooperative Endeavor Agreement shall, upon the signing by all parties, have an effective date of <u>October 17</u>, 2013 and shall continue in effect until <u>October 16</u>, 2023. This Agreement may be amended only by written instrument signed by DISTRICT and GIVES.

Section IV. EXPENSE RESTRICTIONS

All travel or training and related items procured by the GIVES and utilizing Contract Consideration for the purchase thereof shall be subject to the following conditions and limitations:

Page 7 of 13

(i) All travel and training shall be limited to the GIVES' emergency medical personnel.

(iii) Meals

 Reimbursement for all meals shall be based on the latest IRS Publication No. 1542 "Per Diem Rates". Tips on the meals are included in the per diem allowance and shall not be separately reimbursed.

(iv) Hotel

 In an effort to obtain the most reasonable and cost effective rates, the GIVES shall choose sites within a reasonable vicinity of the location where GIVES' business is being conducted.

 Individuals staying with relatives or friend shall not be eligible for hotel reimbursement.

 Miscellaneous hotel room expenses shall not be reimbursed except for business related phone calls and internet access charges.

(v) Automobile Rentals: Individuals who anticipate the need for automobile rental must document the need, in writing, prior to out of town travel. The GIVES' Board of Directors shall approve all such items by resolution.

(vi) Transportation

1) Reimbursement for additional airline costs for baggage shall be authorized only if such baggage contains equipment or supplies necessary for the purpose of the air travel, or if the scope of the individual's personal baggage for which the cost is levied is reasonable.

2) Individuals must provide a cost comparison to the Board of Directors when proposing to use a personal vehicle instead of air travel. GIVES shall reimburse for the more cost effective mode of transportation.

(vii) Personal Vehicle

 Mileage reimbursement shall be calculated using the rates authorized by the IRS.

2) Mileage shall be reimbursed starting from the place of employment to the destination and back. Original receipts for parking must be included for reimbursement.

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 Individuals already receiving mileage allowances must travel in excess of five hundred (500) miles in order to be eligible for reimbursement.

 All private vehicles used for GIVES business shall be insured in accordance with Louisiana law.

5) When two or more individuals travel for GIVES business in the same vehicle, only one individual shall be eligible for mileage reimbursement.

The monies so received by GIVES shall be used solely for the purposes of the DISTRICT in maintaining and operating its ambulance services. GIVES shall prepare and submit annually, prior to February 1st, to the Jefferson Parish Council, a detailed statement showing the expenditures of the funds received and showing any unencumbered balances as of January 1st of the year in which said statement is submitted.

Section V. <u>REPORTS AND RECORDS</u>

GIVES agrees to submit the following reports:

A. To the Finance Director of the Parish of Jefferson on an annual basis of each year an audited financial statement showing the disbursement of all public funds received for the previous year, specifically excluding (if desired) funds raised through GIVES' private fund raising activities.

B. To submit to the Parish for each year in advance where significant increases are anticipated and the cost of providing said services, facilities, and/or equipment so that the parish may reasonably anticipate increased costs for budgetary purposes.

C. To maintain adequate records, and retain such records in accordance with standard accounting guidelines, showing the disbursement of all funds received pursuant to the present contract, and upon reasonable notice to make the same available for audit by the Parish and any other party as required by law.

Section VI. DEFAULT

The performance or failure to perform any one or more of the following acts shall constitute a default under the provisions of this Agreement:

 a) The failure of either party to cure any breach of contract after receipt of fifteen (15) days written notice. b) The filing of a voluntary petition by parties seeking relief under the United States Bankruptcy Act, or the failure of a party to dismiss an Involuntary Petition in Bankruptcy within ninety (90) days after the filing of an Involuntary Petition under the United States Bankruptcy Act.

c) The voluntary appointment by a party of a receiver or trustee to handle or control all or substantially all of its assets, or the failure to remove an involuntarily appointed receiver or trustee within ninety (90) days after the appointment of the receiver or trustee. The making by a party of a general assignment for the benefit of its creditors.

d) Notwithstanding the provisions of the preceding paragraph herein, in the event GIVES fails to carry out the following obligations and duties contained in the Agreement, the DISTRICT shall notify GIVES and GIVES shall correct such failure within the time period set forth below or shall be deemed to be in default of this Agreement:

1. Failure to submit reports to DISTRICT: 15 days

2. Failure to make required inspections: 15 days

3. Failure to comply with general responsibilities, obligations, and duties, and maintenance to equipment: 45 days

e) Notwithstanding any other provisions herein to the contrary, failure or refusal of GIVES to respond to an emergency medical alarm, except one known to be a false alarm shall be deemed to be a default of this Agreement.

f) Upon the default of either party, the non-defaulting party may elect to pursue any remedy available at law including, but not limited to declaring this entire Agreement to be terminated.

Section VII. TERMINATION

This agreement may be terminated by:

- a) The mutual agreement and consent of the parties hereto; or
- b) Either party upon the failure of the other party to fulfill its obligation as set forth in this Agreement; or
- c) AMBULANCE SERVICE DISTRICT NO. 2 OF JEFFERSON PARISH in the event the authorized ad valorem tax for the purpose of operating and maintaining ambulance services is not renewed or is otherwise canceled.

Section VIII. GENERAL TERMS AND CONDITIONS.

1. Assignment

GIVES shall not assign any interest in this Cooperative Endeavor Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the DISTRICT thereto; provided, however, that all claims for money due or to become due to GIVES under this Cooperative Endeavor Agreement may be assigned to its bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the DISTRICT.

2. Entire Agreement

This Agreement constitutes the entire understanding between the parties hereto, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof. No changes, alterations or modifications to this Cooperative Endeavor Agreement will be effective unless in writing and signed by all parties hereto.

3. Governing Law and Choice of Venue

This Agreement shall be governed, construed and controlled according to the laws of the State of Louisiana and GIVES agrees to be subject to the jurisdiction of the 24th Judicial District Court.

4. Attorney's fees

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party, reasonable attorney's fees and reasonable costs and expenses, determined by the court sitting without jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

5. Waiver

It is agreed and understood that any failure to strictly enforce any provision hereof, shall not constitute a waiver of the right to demand strict performance of that or any other provision hereof at any time hereafter.

6. Severability

The terms and conditions of this Agreement are separate and separable, and if for any reason, any court of law or administrative agency should deem any provisions hereof invalid or inoperative, the remaining provisions of this Agreement shall remain valid and in full force and effect.

7. Independent Contractor

It is understood by the parties that GIVES is a nonprofit corporation with its own board of directors and management. GIVES is an independent contractor, not an agent or alter ego of the Parish of Jefferson or of the DISTRICT. The DISTRICT shall not be obligated to any person, firm or corporation for any obligations of GIVES arising from the performance of services under this agreement.

The Parties hereto acknowledge and agree that DISTRICT SHALL NOT: (a) withhold federal or state income taxes; (b) withhold federal social security tax (FICA); (c) pay federal or state unemployment taxes for account of GIVES; or (d) pay workman's compensation insurance premiums for coverage for GIVES. GIVES agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes. GIVES agrees to indemnify and hold DISTRICT harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from DISTRICT's treatment of GIVES as an independent contractor. GIVES further agrees to reimburse DISTRICT for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

8. Notices

Any notice required to be given pursuant to the provisions of this Agreement shall be in writing, and either delivered in person or deposited in the United States mail, postage pre-paid, registered or certified mail, return receipt requested and properly addressed at the following addresses:

IF TO GIVES:

GRAND ISLE VOLUNTEER EMERGENCY SERVICES, INC. P.O. Box 550 Grand Isle LA 70358 IF TO DISTRICT:

Ambulance Service District No. 2 of Jefferson Parish Jefferson Parish Council Chairman 1221 Elmwood Park Blvd., 10th Floor Jefferson, LA 70123

This Cooperative Endeavor Agreement is executed in four (4) originals executed

on this 17 day of Octaber, 2013.

WITNESSES:

WITNESSES:

AMBULANCE SERVICE DISTRICT NO. 2 OF JEFFERSON PARISH

BY: CHRISTOPHER L. ROBERTS CHAIRMAN, JEFFERSON PARISH COUNCIL

GRAND ISLE VOLUNTEER EMERGENCY SERVICES, INC.

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On motion of **Mr. Templet**, seconded by **Mr. Roberts**, the following resolution was offered:

RESOLUTION NO. 121681

A resolution authorizing a ten year Agreement between the Jefferson Parish Ambulance Service District No. 2 and the Grand Isle Volunteer Emergency Services, Inc., to provide ambulance services and other standards related thereto. (Council District 1).

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other or with any other private association, corporation or individuals; and

WHEREAS, Grand Isle Volunteer Emergency Services, Inc., currently provides ambulance services under contract to Jefferson Parish Ambulance Service District No. 2; and

WHEREAS, pursuant to Resolution No. 117162, adopted on 27th day of July, 2011, the Jefferson Parish Council required certain language to be in all fire protection and ambulance contracts concerning restrictions and guidelines on the expenditure of the Contract consideration; and

WHEREAS, the parties have agreed to amend certain contract terms required by Resolution No. 117162 concerning mileage reimbursement, the receipt of gifts and prior approval of travel; and

WHEREAS, ambulance services must be provided in Jefferson Parish Ambulance Service District No. 2.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON PARISH COUNCIL, Jefferson Parish, Louisiana, acting as governing authority for said Parish:

SECTION 1. The attached Agreement between Jefferson Parish Ambulance Service District No. 2 and Grand Isle Volunteer Emergency Services, Inc., relative to providing ambulance services to Jefferson Parish Ambulance Service District No. 2 be and is hereby ratified for a term of ten (10) years, from the date of agreement.

SECTION 2. That all costs associated with agreement shall come from Account No. 21770-2425-7341.1.

SECTION 3. That the Chairman of the Jefferson Parish Council, or in his absence, the Vice-Chairman is authorized to execute any and all documents necessary to give full force and effect to this resolution.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: 7 NAYS: None ABSENT: None The resolution was declared to be adopted on this the 18th day of September,

2013.

THE FOREGOING IS CERTIFIED TO BE A TRUE & CORRECT COPY

EULAA. LOPEZ

Attachment E

CEA Between GIVES and GIVFC (Signed but Not Dated)



COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

THE GRAND ISLE VOLUNTEER FIRE COMPANY NO. 1

AND

GRAND ISLE VOLUNTEER EMERGENCY SERVICES INC.

This Agreement is made and entered into on this _____ day of ______, 2011, by and between The Grand Isle Volunteer Fire Company No. 1, a public non-profit domestic corporation hereinafter called GIVFC, represented by Chris Santiny, and the Grand Isle Volunteer Emergency Services, Inc., a public non-profit domestic corporation hereinafter called the GIVES, represented by Aubrey Chaisson.

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions . . . may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individuals; and

WHEREAS, Art. VII, Sec. 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of the citizens of Jefferson Parish; and

WHEREAS, GIVFC desires to cooperate with GIVES in order to supply Emergency Services, Ambulance Services, Fire Protection and general Emergency Protection for the citizens and guests of the Town of Grand Isle;

WHEREAS, the public purpose of the Project is described as: To assist each other in providing Emergency Services, Ambulance Services, Fire Protection and general Emergency Protection for the citizens and guests of the Town of Grand Isle, all necessary services to the community by providing the sharing and pooling of equipment, manpower, labor, tools, fund raising efforts, public information and any and all cooperation that will enhance and benefit the citizens and guests of the Town of Grand Isle who may use or benefit by the existence of these emergency related services.

WHEREAS, the GIVFC and GIVES both have a reasonable expectation of receiving a benefit or value that is at least equivalent to the consideration granted by the other;

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of the Town of Grand Isle, all guests and the citizens of Jefferson Parish will benefit from the efforts of these parties working together;

NOW, THEREFORE, the IGVFC and GIVES hereby agree as follows:

SECTION 1- SERVICES

GIVFC and GIVES shall assist each other and share labor, equipment, materials and other assets in an effort to provide emergency services to the citizens and guests of the Town of Grand Isle.

GIVFC will act as the "paymaster" for all employees of both entities for purposes of processing payroll and paying all applicable federal and state taxes due. As such, all payroll related expenses and liabilities will accounted for under GIVFC (as the "paymaster") for accounting and tax purposes. In addition, GIVFC agrees to provide administrative support and office supplies to GIVES, along with office space.

SECTION 2- FUNDING

In return for acting as paymaster for processing payroll and for providing office space and administrative support, GIVES agrees to transfer up to 85 percent of its monthly millage allocation received from the Parish, within 5 days of receipt of funds from the Parish.

GIVFC and GIVES are authorized to raise money for each other and assist each other in raising money, funds and other assistance in an effort to provide emergency services to the citizens and guests of the Town of Grand Isle.

SECTION 3 - DURATION

The term for this agreement shall be perpetual unless cancelled by mutual consent of the parties.

SECTION 4 - COMMUNITY

The safety of the community will be considered at all times in all actions taken by GIVFD and GIVES.

SECTION 5 – INDEPENDENT CONTRACTOR

GIVFD and GIVES both agree and accept that they are acting as an independent contractor in providing services under this Agreement. It is understood and agreed by the parties that they are entering into this Agreement in the capacity of independent contractor's and that nothing contained in this Agreement is intended to be construed as creating any other relationship between them.

SECTION 6- ASSIGNMENT

This agreement shall be binding upon the successors and assigns for the parties hereto.

<u>SECTION 7 — LEGAL COMPLIANCE</u>

The GIVFD and GIVES shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, et seq.) in carrying out the provisions of this Agreement.

SECTION 8 — JURISDICTION

This Agreement shall be deemed to be a contract made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The contractor hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

SECTION 9 - SEVERABILITY

If any provision of this Agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it, cannot be so amended it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provisions of this agreement.

SECTION 10 - ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the GIVFD and GIVES, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both GIVFD and GIVES by its authorized representatives.

This agreement is executed in multiple originals on the day, month, and year first above written.

WITNESSES:

Within Burn

THE GRAND ISLE VOLUNTEER FIRE COMPANY NO. 1

CHRIS SANTINY, PRESIDENT

GRAND ISLE VOLUNTEER EMERGENCY SERVICES, INC.

AUBREY CHAISSON, PRESIDENT

Attachment F

2016 CEA Between GIVES and Ambulance Service District #2



COOPERATIVE ENDEAVOR AGREEMENT

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BETWEEN

AMBULANCE SERVICE DISTRICT NO. 2 OF THE PARISH OF JEFFERSON,

STATE OF LOUISIANA

AND

THE GRAND ISLE VOLUNTEER EMERGENCY SERVICE

This Cooperative Endeavor Agreement, (hereafter, the "Agreement"), is made and entered into on this Al day of _______, 2016, by and between the Ambulance Service District No. 2 of the Parish of Jefferson, State of Louisiana, by and through the Parish Council, (hereinafter called the "DISTRICT"), represented by Cynthia Lee-Sheng, Council Chairwoman, duly authorized to act pursuant to Resolution No. 126235, adopted on the 9th day of December, 2015, and the Grand Isle Volunteer Emergency Service, (hereinafter designated as "AGENCY") a municipal corporation created, organized and existing under the laws of the State of Louisiana, herein represented by Joel Bradberry, its Fire Chief.

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individuals; and

WHEREAS, Art. VII, Sec. 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of the citizens of Jefferson Parish; and

WHEREAS, DISTRICT, pursuant to Jefferson Parish Charter Section 1.01(14), has the authority to provide a program of public health services for the benefit of all citizens of Jefferson Parish; and

WHEREAS, the public purpose of the Project is described as: assisting AGENCY by providing essential ambulance equipment in the furtherance of effective ambulance service and response, promoting the health and safety initiatives of Jefferson Parish; and

WHEREAS, DISTRICT has a reasonable expectation of receiving the value of effective ambulance and health services for the citizens of Jefferson Parish, which is at least equivalent to the \$54,579.89 of consideration described in this Agreement; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these agencies working together.

NOW, THEREFORE, DISTRICT and AGENCY hereby agree as follows:

SECTION 1- SERVICES/DELIVERABLES

AGENCY shall purchase essential ambulance equipment in order to provide effective ambulance services to benefit the citizens of Jefferson Parish including but not limited to: 2015 physio-control lifepak-15 monitors, electric lift stretchers, and new training props for continuing education.

SECTION 2. - PAYMENT

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DISTRICT will provide up to \$54,579.89 in consideration of the services described above. Payment will be made on a reimbursement basis, which is in accordance with Code of Ordinance, Jefferson Parish, Louisiana, § 2-925.1.

Reimbursement shall be defined as payment by DISTRICT to AGENCY those amounts actually incurred, without increase or mark-up, and supported by documentation to the reasonable satisfaction of DISTRICT.

In the event of payment by DISTRICT of advance service invoices, DISTRICT shall pay to AGENCY only those amounts supported by advance service invoices to the reasonable satisfaction of DISTRICT, for those services to be supplied at actual cost, without increase or mark-up. AGENCY shall provide DISTRICT affirmative proof of payment of the invoices within seven (7) days of receipt of funds from DISTRICT.

SECTION 3 - TERM OF AGREEMENT

The term for this Agreement shall commence upon execution, and shall terminate on the first anniversary thereafter.

SECTION 4 - TERMINATION OR SUSPENSION

- A. The terms of this Agreement shall be binding upon the PARTIES hereto until the work has been completed and accepted by DISTRICT; but this Agreement may be terminated under any or all of the following conditions:
 - 1. By mutual agreement and consent of the PARTIES hereto;
 - DISTRICT may terminate this Agreement for cause based upon the failure of AGENCY to comply with the terms and/or conditions of the Agreement, provided that DISTRICT shall give AGENCY written notice specifying AGENCY's failure;
 - 3. DISTRICT or AGENCY may terminate this Agreement for convenience at any time by giving thirty (30) days written notice to the other PARTY.

SECTION 5 - INDEPENDENT CONTRACTOR

AGENCY hereby agrees and accepts that it shall be acting as an independent contractor in providing services under this Agreement. It is understood and agreed by the parties that AGENCY is entering into this Agreement in the capacity of an independent contractor and that nothing contained in this Agreement is intended to be construed as creating any other relationship between DISTRICT and AGENCY.

The parties hereto acknowledge and agree that DISTRICT shall not:

a. withhold federal or state income taxes;

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- b. withhold federal social security tax (FICA);
- c. pay federal or state unemployment taxes for the account of AGENCY; or
- d. pay workman's compensation insurance premiums for coverage for AGENCY.

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

AGENCY agrees to indemnify and hold DISTRICT harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from DISTRICT's treatment of AGENCY as an independent contractor. AGENCY further agrees to reimburse DISTRICT for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

SECTION 6 - INDEMNIFICATION

AGENCY shall indemnify and hold harmless DISTRICT against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any party, firm or organization for loss of life or injury or damages to person or property, to the extent caused by the negligent acts, errors, and/or omissions by AGENCY, its agents, servants or employees, while engaged upon or in connection with the services required to be performed by AGENCY under this Agreement.

Further, AGENCY hereby agrees to indemnify DISTRICT for all reasonable expenses and attorney's fees incurred by or imposed upon DISTRICT in connection therewith for any loss, damage, injury or other casualty pursuant to this section. AGENCY further agrees to pay all reasonable expenses and attorney's fees incurred by DISTRICT in establishing the right to indemnity pursuant to the provisions of this Section.

SECTION 7 - INSURANCE

AGENCY shall secure and maintain at its expense such insurance that will protect it, and DISTRICT, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this Agreement. All certificates of insurance shall be furnished to DISTRICT. AGENCY shall not cancel the insurance policy without thirty (30) days written prior notice of cancellation given to DISTRICT. All notices will name AGENCY, and identify the Council Resolution approving the terms of the contract. DISTRICT may examine the policies at any time and without notice.

- A. ALL POLICIES AND CERTIFICATES OF INSURANCE OF AGENCY SHALL CONTAIN THE FOLLOWING CLAUSES:
 - 1. AGENCY insurers will have no right of recovery or subrogation against

DISTRICT, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.

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- 2. DISTRICT shall be named as additional insured as regards to general liability with respect to negligence by AGENCY.
- 3. The insurance company(ies) issuing the policy or policies shall have no recourse against Parish of Jefferson for payment of any premiums or for assessments under any form of policy.
- 4. Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of AGENCY.
- AGENCY shall include all subcontractors as additional insureds under its policies or shall furnish specific certificates of insurance for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein for AGENCY.
- B. Prior to the execution of this Agreement AGENCY, shall provide at its own expense, proof of the following insurance coverage required by the contract to DISTRICT by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best Rating of no less than A:VI.
 - In the event AGENCY hires workers within the State of Louisiana it shall obtain Worker's Compensation Insurance. As required by State Statute exception; employer's liability, Section B, shall be at least \$1,000,000.00 per occurrence when work is to be over water and involves maritime exposures, otherwise this limit shall be no less than \$500,000.00 per occurrence.
 - 2. Commercial General Liability Insurance with a Combined Single Limit of at least \$1,000,000.00 per occurrence for bodily injury and property damage.
 - 3. This insurance coverage shall include coverage for bodily injury and property damage.
 - In the event AGENCY owns or leases automobiles it shall obtain Comprehensive Automobile Liability insurance with a Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
 - No insurance required herein shall include a deductible greater than \$10,000.00. The cost of the deductible shall be borne by AGENCY.
 - 6. Umbrella Liability coverage or excess liability coverage may be used to meet the minimum requirements.
- C. All policies of insurance shall meet the requirements of DISTRICT prior to the commencing of any work. DISTRICT has the right but not the duty to approve

all insurance policies prior to commencing of any work. If at any time any of the said policies shall be or becomes unsatisfactory to DISTRICT as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to DISTRICT, AGENCY shall promptly obtain a new policy, submit the same to DISTRICT for approval and submit a certificate thereof as provided above.

D. Upon failure of AGENCY to furnish, to deliver and maintain such insurance as above described, this contract, at the election of DISTRICT, may be forthwith declared suspended, discontinued or terminated. Failure of AGENCY to take out and/or to maintain insurance shall not relieve AGENCY from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of AGENCY concerning indemnification.

SECTION 8 - REPORTS

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AGENCY shall furnish narrative reports to the Jefferson Parish Internal Auditor on the amounts and reasons for all expenditures of funds allocated under this Agreement. Agreements for amounts that are less than \$100,000.00 require annual narrative reporting and such reports shall be furnished by the end of the calendar year in which the Agreement is executed. Agreements for amounts of \$100,000.00 or greater require quarterly narrative reporting. Narrative reports for Agreements of less than 1 year in duration must be furnished within 30 days of the event taking place.

SECTION 9 - COST AND COLLECTION RECORDS

DISTRICT shall be entitled to audit the books, documents, papers and records of AGENCY and any subcontractors which are reasonably related to this Agreement. AGENCY and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to funds collected and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from date of final payment under this Agreement, for inspection by the DISTRICT, and copies thereof shall be furnished if requested.

SECTION 10 - NOTICE

All notices and correspondence required to be sent shall be by U.S. Certified Mail – Return Receipt Requested, or via nationally recognized overnight courier service addressed as follows:

DISTRICT:	Cynthia Lee-Sheng COUNCIL CHAIRMAN Jefferson Parish Council 200 Derbigny Street, Suite 6200 Gretna, Louisiana 70053
AGENCY:	Joel Bradberry

SECTION 11-ASSIGNMENT

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This Agreement shall be binding upon the successors and assigns for the parties hereto. This Agreement shall not be assigned or subcontracted in whole or in part by AGENCY as to the services to be performed hereunder without the written consent of DISTRICT.

SECTION 12 - LEGAL COMPLIANCE

DISTRICT and AGENCY shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement and Legislative Auditor's authority to audit (R.S. 24:513) in order to monitor and evaluate the use of the funds to ensure effective achievement of project goals and object.

SECTION 13 - EMPLOYMENT OF PARISH PERSONNEL

AGENCY certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the Parish of Jefferson.

SECTION 14 - COVENANT AGAINST CONTINGENT FEES

AGENCY warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for AGENCY, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for AGENCY any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to annul this Agreement without liability or, in DISTRICT's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 15 - ANNUAL APPROPRIATION

In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on DISTRICT as to such current or succeeding fiscal year, and said Agreement shall become null and void, and no right of action shall accrue to the benefit of AGENCY, its successors or assigns for any further payments.

SECTION 16 - JURISDICTION

This Agreement shall be deemed to be a contract made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. AGENCY hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The PARTIES hereto agree that the

sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

SECTION 17 - SEVERABILITY

: '

If any provision of this Agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it, cannot be so amended it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provisions of this Agreement.

SECTION 18 - INSPECTOR GENERAL

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19).

By signing this document, every corporation, partnership, or person contracting with the DISTRICT, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

SECTION 19 - ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between DISTRICT and AGENCY, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both DISTRICT, through its Council Chairman and AGENCY by its authorized representative.

This Agreement is executed in 4 originals on the day, month, and year first above written.

AMBULANCE SERVICE DISTRICT NO. 2 OF THE PARISH OF JEFFERSON, STATE OF LOUISIANA

WITNESSES:

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WITNESSES:

Print:

BY: Cynthia Le ňeng COUNCIL CHAIRMAN

GRAND ISLE VOLUNTEER EMERGENCY SERVICE

BY: Joef Bradberry **Fire Chief**

Cooperative Endeavor Agreement

AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF ______ Jefferson

BEFORE ME, the undersigned authority, personally came and appeared: ______

Armand, Jr., (Affiant) who after being by me duly sworn, deposed and said that

he/she is the fully authorized President of ______ G. I. Volunteer Emergencies Services (Entity),

the party to a Cooperative Endeavor Agreement (CEA) which __is for the purchase of

ambulance equipment and supplies (Briefly describe the services the CEA

will cover), with the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-ye period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of th Jefferson Parish Council or the Jefferson Parish President throug or in the name of another person or legal entity, either directly or indirectly.
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Choice B XX there are <u>NO</u> campaign contributions made which would require disclosure under Choice A of this section.

Page 1 of 3

Updated: 02.27.2014

Affiant further said:

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Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

- Choice A _____ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the parish to the Affiant.
- Choice B XX There are NO debts which would require disclosure under Choice A of this section.

Affiant further said:

<u>Solicitation of Campaign Contribution Disclosures</u> (Choose A <u>or</u> B, if option A is indicated please include the required attachment):

Choice A	Attached hereto is a list of all elected officials of the Parish of Jefferson, whether still holding office at the time of the affidavit or not, where the elected official, individually, either by <u>telephone or</u>
	by personal contact , solicited a campaign contribution or other monetary consideration from the Entity, including the Entity's officers, directors and owners, and employees owning twenty-five percent (25%) or more of the Entity, during the two-year period immediately preceding the date the affidavit is signed. Further, to the extent known to the Affiant, the date of any such solicitation is included on the attached list.
Choice B XX	there are <u>NO</u> solicitations for campaign contributions which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

Page 2 of 3

Updated: 02.27.2014

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

<u>fort</u>A-Signature of Affiant

Robert Armand, Jr. Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE __7th _ DAY OF _December , 20_15

) anta Notary **P**ublic

Ray A. Santiny Printed Name of Notary

80550 Notary/Bar Roll Number

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, **''**

My commission expires _____6/30/16

Page 3 of 3

Updated: 02.27.2014

Statement of Qualifications

AFFIDAVIT

STATE OF Louisiana

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PARISH/COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared:

Glen J. Golemi, (Affiant) who after being by me duly sworn, deposed and said that

he/she is the fully authorized <u>CEO, Gulf States Region</u> of <u>UHC</u> (Entity),

the party who submitted a Statement of Qualifications (SOQ) to <u>Jefferson Parish</u>

Government for Healthcare Coverage (Briefly describe the services the SOQ

will cover), to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A <u>or</u> B, if option A is indicated please include the required attachment):

Choice A	Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.
Choice B <u>X</u>	there are <u>NO</u> campaign contributions made which would require disclosure under Choice A of this section.

Affiant further said:

4. V.

<u>Debt Disclosures</u> (Choose A <u>or</u> B, if option A is indicated please include the required attachment):

Choice A _____Attached hereto is a list of all debts owed by the affiant to any
elected or appointed official of the Parish of Jefferson, and any and
all debts owed by any elected or appointed official of the Parish to
the Affiant.Choice B X _____There are NO debts which would require disclosure under Choice
A of this section.

Affiant further said:

Solicitation of Campaign Contribution Disclosures

(Choose A <u>or</u> B, if option A is indicated please include the required attachment):

Choice A	Attached hereto is a list of all elected officials of the Parish of Jefferson, whether still holding office at the time of the affidavit or not, where the elected official, individually, either by <u>telephone or</u>
	by personal contact , solicited a campaign contribution or other monetary consideration from the Entity, including the Entity's officers, directors and owners, and employees owning twenty-five percent (25%) or more of the Entity, during the two-year period immediately preceding the date the affidavit is signed. Further, to the extent known to the Affiant, the date of any such solicitation is included on the attached list.
Choice B <u>X</u>	there are NO solicitations for campaign contributions which would require disclosure under Choice A of this section.

Affiant further said:

Subcontractor Disclosures

(Choose A <u>or B</u>, if option A is indicated please include the required attachment):

Choice A	Affiant further said that attached is a listing of all subcontractors, excluding full time employees, who may assist in providing professional services for the aforementioned SOQ.
Choice B <u>X</u>	There are NO subcontractors which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Signature of Affiant Glen J. Golemi

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME ON THE 30^{11} DAY OF NOVEMBE, 20 15

Notary Public (inner Prir Votary Notary/Bar Roll Number

My commission expires

om: Ti	homas Laudisi 🛛 Fax: (504) 362-0699	(\smile	[/] To: 19857873942@refax.c	c Fax: +	19857873942	Pag		AM	
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Insurance Declaration Affidavit Worker's Compensation

AFFIDAVIT

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PARIS	H/COUNT	Y OF	<u>Zef</u>	ferson					
	BEFORE	ME,	the	undersigned	authority,	personally	came	and	appeared,
Joe	Brad	lber	<u>- y</u>	, (Affiant) wh	o after being	duly sworn, d	leposed a	nd said	that he/she
is the f	ully authori	zed <u>F</u>	jre-	_, (Affiant) wh	of <u>Gran</u>	d Isk Vol. 6	Mercency	<u>Servi (</u> te	intity), the
				Contract/Bid/RFI			-		

Affiant further said:

- (1) That affiant has no employees in which Worker's Compensation Insurance is required pursuant to state law.
- (2) That if affiant hires employees such that they would be required under state law to obtain Worker's Compensation Insurance, affiant will notify Jefferson Parish and obtain the proper coverage.

Signature of Affiant

Bro Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME JAN_,20_14. ON THE DAY OF Notary Public RAY A. SANTINY Printed Name of Notary 80550 Notary/Bar Roll Number

My commission expires 6-30-2016

Updated: 05.28.14

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	If yes, describe under DESCRIPTION OF OPERATIONS below						EL. DISEASE - POLICY LIMIT \$	
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MICHAEL S. YENNI Parish President

JEFFERSON PARISH Department Of The Parish Attorney

MICHAEL J. POWER PARISH ATTORNEY

JEREMY D. DWYER DEPUTY PARISH ATTORNEY

CERTIFICATION

In compliance with Jefferson Parish Code of Ordinances § 2-890, I certify that the proposed contract described below has been reviewed by the Parish Attorney's Office and it is my legal opinion that the proposed contract complies with all current legal requirements for such contract under federal, state and parish law. However, compliance with Jefferson Parish Code of Ordinances § 2-895.1, 2-925.2 and 2-933.5 cannot be determined due to the lack of an enforcement procedure in the ordinances. This Office has not reviewed any technical specifications of any contract and this certification applies only to the legal terms of the contract. This certification is made in reliance upon the certification of the requesting Department's Director that the Parish is in compliance with all grant requirements, as well as certification of the Department of Finance regarding the availability of funds, and the legality of all financial transactions pursuant to Jefferson Parish Charter § 4.02(A)(5).

Contract Description: Ratifying a Cooperative Endeavor Agreement with the Ambulance Service District No. 2 of the Parish of Jefferson, State of Louisiana and **Grand Isle Volunteer Emergency** Service to obtain essential ambulance equipment at a cost not to exceed \$54,579.89.

Parish Council Approval: Resolution No. 126235 adopted on 9th December 2015.

MICHAEL J. POWER Parish Attorney, Jefferson Parish

Sworn to and subscribed before me, Notary Public on the $\underline{12^{M}}$ day of

JANUAN, 2016. Signature JACIPUES MOLAISON

Printed Name

<u>۱۹</u>۲2 Notary or Bar Roll Number

JOSEPH S. YENNI BLDG – 1221 ELMWOOD PARK BLVD – SUITE 701 – JEFFERSON, LOUISIANA 70123 OFFICE 504.736.6300 – FAX 504.736.6307 GENERAL GOVERNMENT BLDG – 200 DERBIGNY ST – SUITE 5200 – P O BOX 9 – GRETNA, LOUISIANA, 70054 – OFFICE 504.364.3822 On motion of **Mr. Robert**, seconded by **Mr. Templet**, the following resolution was offered as amended:

RESOLUTION NO. 126235

A resolution ratifying a Cooperative Endeavor Agreement with the Ambulance Service District No. 2 of the Parish of Jefferson, State of Louisiana and Grand Isle Volunteer Emergency Service to obtain essential ambulance equipment at a cost not to exceed \$54,579.89. (Council District 1)

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individuals; and

WHEREAS, Art. VII, Sec. 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of the citizens of Jefferson Parish; and

WHEREAS, the District, pursuant to Jefferson Parish Charter Section 1.01(14), has the authority to provide a program of public health services for the benefit of all citizens of Jefferson Parish; and

WHEREAS, the public purpose of the Project is described as: assisting Agency by providing essential ambulance equipment in the furtherance of effective ambulance service and response, promoting the health and safety initiatives of Jefferson Parish; and

WHEREAS, the District has a reasonable expectation of receiving the value of effective ambulance and health services for the citizens of Jefferson Parish, which is at least equivalent to the \$54,579.89 of consideration described in this Agreement; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these agencies working together.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE JEFFERSON PARISH COUNCIL, acting as governing authority of said District,

SECTION 1. That the Cooperative Endeavor Agreement with the Ambulance Service District No. 2 of the Parish of Jefferson, State of Louisiana and the Grand Isle Volunteer Emergency Service to obtain essential ambulance equipment at a cost not to exceed \$54,579.89 is hereby ratified.

SECTION 2. That all costs associated with this Agreement shall be charged to Account No. 21770-2425-7341.1 (2015Z.017).

SECTION 3. That the term of this Agreement shall commence on the date of execution.

SECTION 4. That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, is hereby authorized to sign any and all documents necessary to give full force and effect to this resolution.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: 7 NAYS: None ABSENT: None The resolution was declared to be adopted this the 9th day of December, 2015.

THE FOREGOING IS CERTIFIED TO BE A TRUE & CORRECT COPY EULAA LOPEZ (PARISH CLERK

JEFFERSON PARISH COUNCIL

Attachment G

2020 CEA Between GIVES and Ambulance Service District #2







CYNTHIA LEE SHENG PARISH PRESIDENT PEGGY O. BARTON PARISH ATTORNEY DAVID I. COURCELLE DEPUTY PARISH ATTORNEY

> TONI G. HURLEY DEPUTY PARISH

> > ATTORNEY

CERTIFICATION

In compliance with Jefferson Parish Code of Ordinances § 2-890, I certify that the proposed contract described below has been reviewed by the Parish Attorney's Office and it is my legal opinion that the proposed contract complies with all current legal requirements for such contract under federal, state and parish law. However, compliance with Jefferson Parish Code of Ordinances § 2-895.1, 2-925.2 and 2-933.5 cannot be determined due to the lack of an enforcement procedure in the ordinances. This Office has not reviewed any technical specifications of any contract and this certification applies only to the legal terms of the contract. This certification is made in reliance upon the certification of the requesting Department's Director that the Parish is in compliance with all grant requirements, as well as certification of the Department of Finance regarding the availability of funds, and the legality of all financial transactions pursuant to Jefferson Parish Charter § 4.02(A)(5).

Contract Description: A resolution approving a Cooperative Endeavor Agreement between Jefferson Parish Hospital Service District No. 1 and Grand Isle Volunteer Emergency Service to obtain essential ambulance equipment at a cost not to exceed \$200,000.00. (Council District 1)

Parish Council Approval: Resolution No. 136820 adopted on the 9th day of December 2020

Peggy D. Barton

Peggy O. Barton Parish Attorney, Jefferson Parish

State of Louisian Toon Variation	VER SHEET FOR	ALL	RISH OF JEFFERS PARISH CONTRA D/OR AMENDMEN	ACTUAL AGREE	ME
Contractor's Nat	me: The Grand Isle	Volunt	eer Emergency Service	e	
Contact Pers	son: Joel Bradberry,	Chief			
	ess: P.O. Box 1035				
			State: LA	Zip: 70358	
	ne: 985-787-2777				
Contact Em	ail: jbradberry@yal	100.COI	n		
Departme	ent: PARISH COUN	CIL			
Type of Servi	ce: CEA		-		
AUTHORIZATI	ON OF:				
	lo.: 136820		Adopted on: 12/09	/2020	
	0.:				
Stamuloo IV					
			Bond Amount:		
	elity Bond Required?: ince Bond Required?:		Bond Amount: Bond Amount:		
1 011011118		10		•••	
Am	nendment to Contract:	No			
Previous Resol	ution/Ordinance No.:				
	Amendment Amount:				
	ous Contract Amount:				
Тс	tal Contract Amount:		200,000.00		
Fund Type:	Non-Millage Funds	5			
Fund Account(s):	9610-9600-7680.3	15			
1 unu 1 1000 unu(5).					
-	rvices to be Provided:				
			Emergency Service to o	btain essential ambul	ance
<u>equipment at a (</u>	cost not to exceed 200	,000.0	U•		
Special Instructio	ns.				
APPROVED BY:					
	Sonny Burmaster			Date:12/22/20	020
-	Kerry Schrieffer			Date: 12/22/20	020
	ŧ			Date: 01/06/20	
Parish Attorney:	*Assistant Parish Atto	ornev		Date:1/00/20	141
*Review as to For	cm. Document Complies w		chorizing Ord/Res		
ncil Chief of Staff:	Sonny Burmaster			Date: 01/06/20)21

On motion of **Mr. Walker**, seconded by **Mr. Templet**, the following resolution was offered as amended:

RESOLUTION NO. 136820

A resolution approving a Cooperative Endeavor Agreement between Jefferson Parish Hospital Service District No. 1 and Grand Isle Volunteer Emergency Service to obtain essential ambulance equipment at a cost not to exceed \$200,000.00. (Council District 1)

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individuals; and

WHEREAS, Art. VII, Sec. 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of the citizens of Jefferson Parish; and

WHEREAS, the District, pursuant to Jefferson Parish Charter Section 1.01(14), has the authority to provide a program of public health services for the benefit of all citizens of Jefferson Parish; and

WHEREAS, the public purpose of the Project is described as: assisting Agency by providing a fully equipped ambulance in the furtherance of effective ambulance service and response, promoting the health and safety initiatives of Jefferson Parish; and

WHEREAS, the District has a reasonable expectation of receiving the value of effective ambulance and health services for the citizens of Jefferson Parish, which is at least equivalent to the \$200,000.00 of consideration described in this Agreement; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these agencies working together.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE JEFFERSON PARISH COUNCIL, acting as governing authority of said District,

SECTION 1. That the Cooperative Endeavor Agreement between Jefferson Parish Hospital Service District No. 1 and the Grand Isle Volunteer Emergency Service to obtain essential ambulance equipment at a cost not to exceed \$200,000.00 is hereby approved.

SECTION 2. That all costs associated with this Agreement shall be charged to Account No. 96010-9600-7680.315.

SECTION 3. That the term of this Agreement shall commence on the date of execution.

SECTION 4. That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, is hereby authorized to sign any and all documents necessary to give full force and effect to this resolution.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: 7 NAYS: None ABSENT: None The resolution was declared to be adopted this the 9th day of December, 2020.

> THE FOREGOING IS CERTIFIED TO BE A TRUE & CORRECT COPY

EULAA. LOPEZ

PARISH CLERK JEFFERSON PARISH COUNCIL

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

JEFFERSON PARISH HOSPITAL SERVICE DISTRICT NO. 1

AND

THE GRAND ISLE VOLUNTEER EMERGENCY SERVICE

This Agreement is made and entered into as of the date of full execution by the parties, as evidenced by the electronic signatures, by and between Jefferson Parish Hospital Service District No. 1, by and through the Parish Council, (hereinafter called the "DISTRICT"), represented by Scott A. Walker, Council Chairman, duly authorized to act pursuant to Resolution No. 136820, adopted on the 9th day of December, 2020, and the Grand Isle Volunteer Emergency Service, (hereinafter designated as "AGENCY") a municipal corporation created, organized and existing under the laws of the State of Louisiana, herein represented by Joel Bradberry, Fire Chief.

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individuals; and

WHEREAS, Art. VII, Sec. 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of the citizens of Jefferson Parish; and

WHEREAS, DISTRICT, pursuant to Jefferson Parish Charter Section 1.01(14), has the authority to provide a program of public health services for the benefit of all citizens of Jefferson Parish; and

WHEREAS, the public purpose of the Project is described as: assisting AGENCY by providing a fully equipped ambulance in the furtherance of effective ambulance service and response, promoting the health and safety initiatives of Jefferson Parish; and

WHEREAS, DISTRICT has a reasonable expectation of receiving the value of effective ambulance and health services for the citizens of Jefferson Parish, which is at least equivalent to the \$200,000.00 of consideration described in this Agreement; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these agencies working together.

NOW, THEREFORE, DISTRICT and AGENCY hereby agree as follows:

SECTION 1- SERVICES/DELIVERABLES

AGENCY shall purchase a fully equipped ambulance in order to provide effective ambulance services to benefit the citizens of Jefferson Parish.

SECTION 2. - PAYMENT

DISTRICT will provide up to \$200,000.00 in consideration of the services described above. Payment will be made on a reimbursement basis, which is in accordance with Code of Ordinance, Jefferson Parish, Louisiana, § 2-925.1.

Reimbursement shall be defined as payment by DISTRICT to AGENCY those amounts actually incurred, without increase or mark-up, and supported by documentation to the reasonable satisfaction of DISTRICT.

In the event of payment by DISTRICT of advance service invoices, DISTRICT shall pay to AGENCY only those amounts supported by advance service invoices to the reasonable satisfaction of DISTRICT, for those services to be supplied at actual cost, without increase or mark-up. AGENCY shall provide DISTRICT affirmative proof of payment of the invoices within seven (7) days of receipt of funds from DISTRICT.

SECTION 3 – TERM OF AGREEMENT

The term for this Agreement shall commence upon execution, and shall terminate on the first anniversary thereafter.

SECTION 4 – TERMINATION OR SUSPENSION

- A. The terms of this Agreement shall be binding upon the PARTIES hereto until the work has been completed and accepted by DISTRICT; but this Agreement may be terminated under any or all of the following conditions:
 - 1. By mutual agreement and consent of the PARTIES hereto;
 - DISTRICT may terminate this Agreement for cause based upon the failure of AGENCY to comply with the terms and/or conditions of the Agreement, provided that DISTRICT shall give AGENCY written notice specifying AGENCY's failure;
 - 3. DISTRICT or AGENCY may terminate this Agreement for convenience at any time by giving thirty (30) days written notice to the other PARTY.

SECTION 5 - INDEPENDENT CONTRACTOR

AGENCY hereby agrees and accepts that it shall be acting as an independent contractor in providing services under this Agreement. It is understood and agreed by the parties that AGENCY is entering into this Agreement in the capacity of an independent contractor and that nothing contained in this Agreement is intended to be construed as creating any other relationship between DISTRICT and AGENCY.

The parties hereto acknowledge and agree that DISTRICT shall not:

- a. withhold federal or state income taxes;
- b. withhold federal social security tax (FICA);
- c. pay federal or state unemployment taxes for the account of AGENCY; or
- d. pay workman's compensation insurance premiums for coverage for AGENCY.

AGENCY agrees to be responsible for and to pay all applicable federal

income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes.

AGENCY agrees to indemnify and hold DISTRICT harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from DISTRICT's treatment of AGENCY as an independent contractor. AGENCY further agrees to reimburse DISTRICT for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

SECTION 6 - INDEMNIFICATION

AGENCY shall indemnify and hold harmless DISTRICT against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any party, firm or organization for loss of life or injury or damages to person or property, to the extent caused by the negligent acts, errors, and/or omissions by AGENCY, its agents, servants or employees, while engaged upon or in connection with the services required to be performed by AGENCY under this Agreement.

Further, AGENCY hereby agrees to indemnify DISTRICT for all reasonable expenses and attorney's fees incurred by or imposed upon DISTRICT in connection therewith for any loss, damage, injury or other casualty pursuant to this section. AGENCY further agrees to pay all reasonable expenses and attorney's fees incurred by DISTRICT in establishing the right to indemnity pursuant to the provisions of this Section.

SECTION 7 - INSURANCE

AGENCY shall secure and maintain at its expense such insurance that will protect it, and DISTRICT, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this Agreement. All certificates of insurance shall be furnished to DISTRICT. AGENCY shall not cancel the insurance policy without thirty (30) days written prior notice of cancellation given to DISTRICT. All notices will name AGENCY, and identify the Council Resolution approving the terms of the contract. DISTRICT may examine the policies at any time and without notice.

- A. ALL POLICIES AND CERTIFICATES OF INSURANCE OF AGENCY SHALL CONTAIN THE FOLLOWING CLAUSES:
 - AGENCY insurers will have no right of recovery or subrogation against DISTRICT, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
 - 2. DISTRICT shall be named as additional insured as regards to general liability with respect to negligence by AGENCY.
 - 3. The insurance company(ies) issuing the policy or policies shall have no recourse against Parish of Jefferson for payment of any premiums or for assessments under any form of policy.

- 4. Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of AGENCY.
- 5. AGENCY shall include all subcontractors as additional insureds under its policies or shall furnish specific certificates of insurance for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein for AGENCY.
- B. Prior to the execution of this Agreement AGENCY, shall provide at its own expense, proof of the following insurance coverage required by the contract to DISTRICT by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best Rating of no less than A:VI.
 - In the event AGENCY hires workers within the State of Louisiana it shall obtain Worker's Compensation Insurance. As required by State Statute exception; employer's liability, Section B, shall be at least \$1,000,000.00 per occurrence when work is to be over water and involves maritime exposures, otherwise this limit shall be no less than \$500,000.00 per occurrence.
 - Commercial General Liability Insurance with a Combined Single Limit of at least \$1,000,000.00 per occurrence for bodily injury and property damage.
 - 3. This insurance coverage shall include coverage for bodily injury and property damage.
 - In the event AGENCY owns or leases automobiles it shall obtain Comprehensive Automobile Liability insurance with a Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
 - No insurance required herein shall include a deductible greater than \$10,000.00. The cost of the deductible shall be borne by AGENCY.
 - 6. Umbrella Liability coverage or excess liability coverage may be used to meet the minimum requirements.
- C. All policies of insurance shall meet the requirements of DISTRICT prior to the commencing of any work. DISTRICT has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall be or becomes unsatisfactory to DISTRICT as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to DISTRICT, AGENCY shall promptly obtain a new policy, submit the same to DISTRICT for approval and submit a certificate thereof as provided above.
- D. Upon failure of AGENCY to furnish, to deliver and maintain such insurance as above described, this contract, at the election of DISTRICT, may be forthwith declared suspended, discontinued or terminated. Failure of AGENCY to take

out and/or to maintain insurance shall not relieve AGENCY from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of AGENCY concerning indemnification.

SECTION 8 - REPORTS

AGENCY shall furnish narrative reports to the Jefferson Parish Internal Auditor on the amounts and reasons for all expenditures of funds allocated under this Agreement. Agreements for amounts that are less than \$100,000.00 require annual narrative reporting and such reports shall be furnished by the end of the calendar year in which the Agreement is executed. Agreements for amounts of \$100,000.00 or greater require quarterly narrative reporting. Narrative reports for Agreements of less than 1 year in duration must be furnished within 30 days of the event taking place.

SECTION 9 – COST AND COLLECTION RECORDS

DISTRICT shall be entitled to audit the books, documents, papers and records of AGENCY and any subcontractors which are reasonably related to this Agreement. AGENCY and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to funds collected and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from date of final payment under this Agreement, for inspection by the DISTRICT, and copies thereof shall be furnished if requested.

SECTION 10 - NOTICE

All notices and correspondence required to be sent shall be by U.S. Certified Mail – Return Receipt Requested, or via nationally recognized overnight courier service addressed as follows:

DISTRICT:	Scott A. Walker COUNCIL CHAIRMAN Jefferson Parish Council 200 Derbigny Street, Suite 6200 Gretna, Louisiana 70053
AGENCY:	Joel Bradberry Fire Chief P.O. Box 1035 Grand Isle, LA 70358

SECTION 11– ASSIGNMENT

This Agreement shall be binding upon the successors and assigns for the parties hereto. This Agreement shall not be assigned or subcontracted in whole or in part by AGENCY as to the services to be performed hereunder without the written consent of DISTRICT.

SECTION 12 — LEGAL COMPLIANCE

DISTRICT and AGENCY shall comply with all federal, state, and local laws and

regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement and Legislative Auditor's authority to audit (R.S. 24:513) in order to monitor and evaluate the use of the funds to ensure effective achievement of project goals and object.

SECTION 13 — EMPLOYMENT OF PARISH PERSONNEL

AGENCY certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the Parish of Jefferson.

SECTION 14 – COVENANT AGAINST CONTINGENT FEES

AGENCY warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for AGENCY, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for AGENCY any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to annul this Agreement without liability or, in DISTRICT's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 15 – ANNUAL APPROPRIATION

In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on DISTRICT as to such current or succeeding fiscal year, and said Agreement shall become null and void, and no right of action shall accrue to the benefit of AGENCY, its successors or assigns for any further payments.

SECTION 16 - JURISDICTION

This Agreement shall be deemed to be a contract made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. AGENCY hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The PARTIES hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

SECTION 17 - SEVERABILITY

If any provision of this Agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it, cannot be so amended it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provisions of this Agreement.

SECTION 18 – INSPECTOR GENERAL

It shall be the duty of every parish officer, employee, department, agency, special

district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19).

By signing this document, every corporation, partnership, or person contracting with the DISTRICT, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

SECTION 19 – ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between DISTRICT and AGENCY, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both DISTRICT, through its Council Chairman and AGENCY by its authorized representative.

This Agreement is fully executed on the latest date indicated below.

HOSPITAL SERVICE DISTRICT NO. 1 OF THE PARISH OF JEFFERSON, STATE OF LOUISIANA

Date:

1/6/2021

1/6/2021

BY: Cott A. Walker

COUNCIL CHAIRMAN

Date:

GRAND ISLE VOLUNTEER EMERGENCY SERVICE

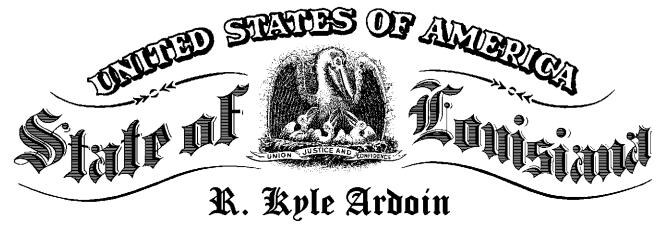
BY:

Joel Bradberry Fire Chief

Attachment H

GIVES #1 Articles of Incorporation





SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that

the attached document(s) of

GRAND ISLE VOLUNTEER EMERGENCY SERVICES, INC.

are true and correct and are filed in the Louisiana Secretary of State's Office.

34354722N	ORIGF	04/25/1990	5	page(s)
34379915	AMEND	05/09/1991	2	page(s)
36519280	REVOK	08/15/2007	1	page(s)
99992227	90 AR	03/06/1991	1	page(s)
98080514	91 AR	02/28/1992	1	page(s)
98194235	92 AR	04/13/1993	1	page(s)
98384597	94 AR	05/11/1995	1	page(s)
98554307	96 AR	03/13/1997	1	page(s)
34654166	97 AR	06/18/1998	1	page(s)
34763748	98 AR	03/22/1999	1	page(s)
34935190	99 AR	05/04/2000	1	page(s)
35048769	00 AR	03/07/2001	1	page(s)
35519642	03 AR	07/18/2003	1	page(s)
35693250	04 AR	04/23/2004	2	page(s)

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

June 30, 2021

R 1 Fe Mor Secretary of State



Certificate ID: 11419629#TXM73

To validate this certificate, visit the following web site, go to Business Services, Search for Louisiana Business Filings, Validate a Certificate, then follow the instructions displayed. www.sos.la.gov

Page 1 of 1 on 6/30/2021 12:59:55 PM

调味道 经准备通知

ARTICLES OF INCORPORATION

QF

GRAND IGLE VOLUNTEER EMERGENCY SERVICES, INC.

STATE OF LOUISIANA

PARISH OF JEFFERSON

BE IT KNOWN that on this 20 day of Aneil in the

year of Our Lord, One thousand Nine Hundred Ninety (1990)

BEFORE ME, a Notary Public, in and for this Parish and State, personality came and appeared several parties of full age of majority whose signatures are subscribed, who declared, in the presence of the undersigned competent witnesses, that availing themselves of the provisions of Louisiana law, particularly unuisiana Revised Statutes of 1950, Title 12, Section Chillet seq , as they may hereafter be amended, they do hereby organize a honorofic corporation as defined in Louisiana R S. 12 201 et seq , under and in accordance with these articles of incorporation.

ARTICLE I

NAME

The name of this corporation is GRAND ISLE VOLUNTEER EMERGENCY SERVICES, INC.

ARTICLE II.

NONPROFIT CORPORATION

The corporation is organized as a nonprofit corporation

ARTICLE 111

PURPOSES AND POWERS

This corporation is organized solely and exclusively for the purpose of encouraging, promoting, advancing, conducting and providing emergency services, such as ambulance or emergency transportation services and other nonprofitable activities for the citizens and visitors of and in the Town of Grand isle, Louisiana. In the furtherance of such purposes this corporation shall have all the powers granted to nonprofit corporations under the laws of the State of Louisiana. The generality of the foregoing is limited to the

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extent that the corporation shall have only such purposes and shall engage in only such activities as are permissible for nonprofit corporations. No part of the net earnings of the corporation shall inure to the benefit of any private member

ARTICLE IV

DURATION

The corporation shall enjoy perpetual corporate existence.

ARTICLE V

REGISTERED OFFICE AND REGISTERED AGENT

The municipal address and post office address of its registered office.

15

Grand Isle Volunteer Emergency Services, Inc., Chighizola Lake, P.O. Box 550, Frand Isle, LA: 70358

The municipal address and post office address of its registered agent

15.

Darrell P. LaFont, Capitol Lane, P.O. Box 477, Grand Isle, LA. 70356

ARTICLE VI

BASIS OF ORGANIZATION

This corporation shall be organized wholly on a non-stock Dasis.

ARTICLE VII.

BOARD OF DIRECTORS

A. The direction and administration of this corporation shall be vested in the Board of Directors. The number of directors shall be specified in the by-laws. Directors must be active members of the corporation.

B. The name of the first directors and their post office a dresses are as follows:

1. Ray A. Santiny, Santiny Lane, P.O. Box 325, Grand Isle, LA 70338

2. Darrell P. LaFont, Capitol Lane, P.O. Sox 477, Grand Isle, LA 70358

C. The above named first directors shall serve until such later time as their successors are duly chosen and gualified. Thereafter directors shall not office for such period of time as shall be specified in the by-laws.

ARTICLE VIII.

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DUES AND ASSESSMENTS

A. Each active member of this corporation shall pay such dues as may be fixed by the by-laws. Dues shall be collected by such procedure as may be established by the Board of Directors or by the by-laws.

B Non-payment of dues upon reasonable notice shall authorize cancellation of membership by the Board of Directors. The Board of Directors may adopt from time to time such policy for the reinstatement of members expelled or suspended under this Article as it may deem advisable.

ARTICLE IX.

RESIGNATION AND REMOVAL

A member may resign from this corporation at any time provided written notice of such intention is given. The procedure and time for giving notice of resignation shall be established by the by-laws. The membership may adopt by laws providing for the removal of any member.

ARTICLE X

BY-LAWS

The members or the directors shall have the power to make, amend and repeal by-laws to govern this corporation, subject always to the power of the members to change the action of the directors.

ARTICLE XI.

AMENDMENTS

Amendments to these Articles may be adopted in any of the following fashions:

A. The Board of Directors shall submit to a meeting of the membership any proposed amendment proposed by the Board or any proposed amendment submitted in writing to the Board and signed by three (3) active members of the corporation. Notice of the proposed amendment, together with notice of the time and place of the meeting which shall consider it, shall be given to members in the manner provided for calling meetings of the membership. Should such proposed amendment, or any amendment germane thereto, be adopted by two-thirds vote of the members present and voting af such meeting constitute a giorum, till amendment shall be considered adopted.

B. A proposed amendment or amendments may be adopted in any other fashion permitted by the Louisiana Nonprofit Corporation Law

ARTICLE XII

INCORPORATORS

The names and addresses of the incorporators of this corporation are as follows

1 Ray A. Santiny, Santiny Lane, P.O. Bux 325, Grand (sle. LA) TOZEC

2 Darrell P. LaFont, Capitol Lane, P.G. Box 477, Grand Isle, LA. 70358

ARTICLE XIII

DISTRIBUTION OF ASSETS OR DISSOLUTION

Should this conporation even be dissolved, or should its existence terminate, all assets of the corporation shall be distributed on it to organizations exempt from income tax under the prodisions of the interval Revenue Code of the brited States, or the Federal government of to the State or local government for a public burbose. No part of the assets of the association shall ever be distributed to or used for the benefict of any member, trustee or officer of the association, or any private individuals of corporations.

ARTICLE XIV

MEMBER INDEMNIFICATION

The corporation may indemnify any person who was or is a barty of is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, officer, member, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer member, employee or agent against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and resonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the corporation

THUS DONE AND SIGNED in my office in the Town of Grand Isle. Parish of Jefferson, Louisiana, on the day, month and year hereinabove set forth, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

/ITNESSES:

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YNE C. GUIDINY, NOPARY PUBL

WAYNE C. GUIDRY NOTARY PUBLIC JEFFERSON PARISH, LA MY COMMISSION IS ISSUED FOR CHE

(DOMESTIC TOREIGN)

AFFIDAVIT OF ACCEPTANCE OF APPOINTMENT BY DESIGNATED REGISTERED AGENT ACT 789 OF 1987

To the State Corporation Department State of Louisiana STATE OF LIGHTSIANA PARISH COUNTY OF JI FFI RSUN ADR 1 19 90, before me, a ivolary Public in and for the On this day of State and Parish aloresaid, personally came and appeared Darroll F, LaPont who is to me known to be the person and who, being duly sworn, acknowledged to me that he Grand Isle Volunteer Imergency does hereby accept appointment as the Registered Agent of _ Services, inc. which is a Corporation authorized to transact business in the State of Louisians pursuant to the provisions of the Title 12, Chapter 1, 2 and 3

REGISTERED AGEN Darrell P. LaPont

WAYNE C. GUIDRY

NOTARY PUBLIC SEFFERSON PARISH.

Subscribed and sworn to metore me on the day, month, and year first above set forth

NOTE

NOTAR

Wayne C. Guidry, Notary Fublic

MY COMMISSION IS ISSUED FOR LIFE If the Agent is a Corporation authorized to act as an agent than the allidavit must be executed by an officer of the comporation.

ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION OF GRAND ISLE VOLUNTEER EMERGENCY SERVICES, INC.

Each of the undersigned, Darrel P.LaFont, as President and Ray A. Santiny as Treasurer, both officers and members in good standing of Grand Isle Volunteer Emergency Services. Inc. respectively, hereby certify that a resolution amending the articles of incorporation of the Corporation effective the date of adoption was duly adopted pursuant to Louisiana R.S. 12:31 <u>et seq.</u>, by the affirmative vote of at least two-thirds (2/3) of the voting power of the Corporation entitled to vote thereon at a meeting held on the May 3, 1991.

ARTICLE III, PURPOSES AND POWERS of the Articles of Incorporation of the Corporation was amended by said resolution to read as follows:

ARTICLE III

PURPOSES AND POWERS

The purposes and powers of the corporation are established as and

limited as follows:

- A. The purposes for which the corporation is organized are exclusively religious, charitable, scientific, literary and educational within the meaning of section 501 (c) (3) of the Internal Rovenue Code of 1986 or the corresponding provision of any future United States Internal Revenue law.
- B. Notwithstanding any other provision of these articles, this organization shall not carry on any activities not permitted to be carried on by any organization exempt from Federal income tux under section 501 (c) (3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue faw.
- C. Upon the dissolution of the corporation, assets shall be distributed for one or more exompt purposes within the meaning of section 501 (c) (3) of the Internal Revenue Code, or corrresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for public purpose. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or oranizations, as said Court shall detemine, which are organized and operated exclusively for such purposes.

GRAND ISLE VOLUNTEER EMERGENCY SERVICES, JNC arrel P. LaFont President

ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH OF JEFFERSON

BE IT KNOWN, that on this 3rd day of May, 1991, before me, the undersigned Notary Public, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared:

Darrel P. LaFont and Ray A. Santiny

to me known to be the identical persons who executed the above and foregoing Articles of Amendment, of the Articles of Incorporation of Grand Isle Volunteer Emergency Services, Inc., who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that they executed the above and foregoing Articles of Amendment on behalf of said corporation of their own free will, as their own act and deed, for the uses, purposes, and benefits therein expressed.

WITNESSES:

Darrel P. LaFont

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WAYNE C. GUIDRY, NOTARY PUBLIC My Commission Expires At My Death

STATE OF LOUISIANA SECRETARY OF STATE

JAY DARDENNE SECRETARY OF STATE

COMMERCIAL DIVISION

Uniform Commercial Code (225) 925-4704 <u>Fax</u> (225) 922-0452

Administrative Services (225) 925-4704 <u>Fax</u> (225) 925-4726

> <u>Corporations</u> (225) 925-4704 <u>Fax</u> (225) 922-0435

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July 15, 2007

ROBERT B. SANTINY BLACKBERRY LANE GRAND ISLE, LA 70358

RE: 34354722N 36519280 GRAND ISLE VOLUNTEER EMERGENCY SERVICES, INC.

Dear Sir or Madam:

In accordance with the provisions of R.S. 12:262.1, whereby a corporation has failed to file an annual report for three consecutive years, the Secretary of State is directed by law to revoke the Articles of Incorporation.

You are hereby notified that the articles of incorporation and franchise of your corporation will be revoked unless the corporation places itself in good standing. The revocation shall become effective thirty (30) days from the date of this letter.

Please disregard if the corporation has filed its current annual report with the Secretary of State prior to receipt of this notice.

In accordance with R.S. 12:262.1(H), a church which is a member of and in good standing with a statewide church association shall not be subject to revocation. Please notify this office if your corporation falls into this category.

Forms are available upon request from this office by calling (225) 925-4704, or from our website at www.sos.louisiana.gov in the "Corporations Database" section.

SS301 Rev. 11/06

W. Fox McKeithen Secretary of State	1990 NONPROFIT	CORPORATION A	NNUAL REP	ORT
	Bactore SJ.00 filing fee . Make remittance payable to Becretary of State Do not send cash	Return by May 18, 1991 to:	Corporations Divisi P.O. Box 94128 Baton Rouge, LA 70 Phone (204) 928-470	1004-9125
14. 34354722N		2a. Mailing address or P.O. Box if different fr	um Domicile address in la.	
GRAND ISLE VOLUNTEER EMER Chighizola Lane, P. O. Bo Grand Isle, La 70358-000	X 550	2b. City	State Zip	
	•	36. Tex ID Number		
		72-1164084	4	
4a. Our records indicate the fell have new agents sign in sect All agents must have a Logal	lowing registered agents for the corp los 4b before a notary public as requi lana address.	eration. Indicate any changes red by Act 769 of the 1967 Act	below. When change to of the Louisiana L	ng agents, egislature.
Registered Agent(s)	Sirper Address (Do Not Lise P.O. Box)	City GRAND ISLE	Riain Zip LA 70358-001	Date Apprimie
DARRELL P. LAFONT	CAPITOL LANE, P. O. BOX 477	GRAND ISLE		
1b. I hereby accept the appoints New Registered Agent Signature(s)	nont of registered agent.			
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Sa. Our records indicate the fol	lowing officers or directors for the Ca adjuste all offices held by each individ	Notary Public Signature	es below. If addition	al space is
Design attack according in a second and in a second and a second attack at a second attack at	Super Address (Do Not Use P.O. Box)	City	State Zip	Date Appointed
RAY A. SANTINY DIRECTOR TICEASULGA	SANTINY LANE, P. O. BOX 325	GRAND ISLE	Le 70358-00	4/25/9
DARRELL P. LAFONT DERECTOR FICESIDENT	CAPITOL LANE, P. D. BOX 477 .	GRAND ISLE	La 70358-00	1
DAINE LANDRY VICE PRESIDENT	Chighieelst LANG, RO.Don 550	11 - 11 - 11 - 11 - 11 - 11 - 11 - 11	- /'	
DENCE BARTHELEMY STORETARY	gt provide the end	1. 1.	¹ ////////////////////////////////////	, <i>,</i>
Signature(a)	e offser er two directors, NOTE: Uni	ligned reports will be returned	• Phone	Date
Kan a. A	anter	· Ineasure	(504)787-3196	3/4/91
	/	1 WVK 8 3 11		
DO NOT WRITE IN THIS SPAC	방송 집에 가장 이 것 같은 것 같아. 말 것 같아요. 감독 것 같아요.	SECRETARY (IF STATE OF MORELINE CENCETTINE	70:22.0	CHECK IF NO CHANGE

3328 Rev. 11/90

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W Fox McKeithen Secretary of State	1991 NONPROFIT			
		CURFURAIIUN A	NNUAL KEPUKI	
	Enclose \$5.00 filing fee	Return by May 15, 1992 to:	Corporations Division	
	Make remittance payable to Secretary of State		P.O. Box 94125 Baton Rouge, LA 70804-91	25
	Do not send cash		Phone (504) 925-4704	ل تك.
J. Mailing Address		2. Registered Office Address in Louisiana (Do	Not Use P.O. Box)	
34354722N	10	CHIGHIZOLA LANE GRAND ISLE, LA 70358		
GRAND ISLE VOLUNTEER EMERGENCY P. O. BOX 550	SERVICES, I			
GRAND ISLE, LA 70358				
		3. Federal Tax ID Number		
		72-1164084		
4a. Our records indicate the following	registered agents for the corpo	ration. Indicate any changes	below. When changing age	ints,
bave new agents sign in section 4b All agents must have a Louisiana ac	ddress.	ed by Act 109 of the 1987 Act	s of the Louisiana Legislat	ure.
Registered Agent(s) and Address(es) (Do Not Use P.O. Box)		<u>المراجع في محمد المراجع من المراجع</u>	Date Ap	pointed
DARRELL P. LAFONT CAPITOL LANE, P. O. BOX 477/GR	AND ISLE, LA 70358		4/2	5/90
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4b; I hereby accept the appointment of	registered agent			<u>.</u>
New Registered Agent Signature(s)		Swarn to and subsoribed before are	······································	<u></u>
		Sworn to and subscribed before me on	Date	
		Notary Public Signature	· · · · · · · · · · · · · · · · · · ·	
5. Our records indicate the following needed, attach addendum. Indicate	officers or directors for the Con all offices held by each individu	poration. Indicate any chang al listed.	es below. If additional space	ce is
Officers or Directors, Titles and Addresses (Do Not Use P.O. Bo		<u> </u>	Date App	pointed
RAY A. SANTINY	SECT/TREAS		0/04	0/00
SANTINY LANE, P. O. BOX 325/GR				
DARRELL P. LAFONT CAPITOL LANE, P. O. BOX 477/GR	PRES AND ISLE, LA 70398		0/0	0/00
CHIGHIZOLA LANE, P.O.BOX 550/G	VICE PRES		4/2	5/90
CHIGHIEOLA LANE, P.O.BOX 550/G	RAND ISLE, LA 70358			••••
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6. Repart gapst he signed by one office	r or two directors. NOTE: Unsi	gned reports will be returned		1 2 4 7 1 3 4 7 7
Signature(s)		Title 7	Phone Date	1
Day a. Hanting		dressurer	(504) 787-3196 2/2	19
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W. Fox-McKeithen DOMESTIC CORPORATION	
Secretary of State ANNUAL REPORT	
For Period Ending December 31, 1992	
Mailing Address Only 34354722N 468	
GRAND ISLE VOLUNTEER EMERGENCY SERVICES P. O. BOX 550 GRAND ISLE, LA 70358	GRAND ISLE, LA 70358
	Federal Tax ID Number 72–1164084
Our records indicate the following registered agents for the corporat address. New registered agents require a notarized signature.	tion. Indicate any changes below. All agents must have a Louisian
Registered Agent(s) and Address(es) (Do Not Use P.O. Box) DARRELL P. LAPONT CAPITOL LANE, P. O. BOX 477/GRAND ISLE, LA 70358	
Danell LaFart Se	
I hereby scept the oppointment of registered agent(s).	
	Swom to and subscribed before me onC
Our records indicate the following officers or directors for the Corporattach addendum: indicate all offices held by each individual listed.	oration: Indicate any changes below: If additional space is needed.
Officers or Directors, Titles and Addresses (Do Not Use P.O. Box) RAY A. SANTINY SECT/TREAS SANTINY LANE, P. O. BOX 325/GRAND ISLE, LA 70358	
DARRELL P. LAFONT PRES CAPITOL LANE, P. O. BOX 477/GRAND ISLE, LA 70358	
CLYDE BASS VICE PRES	
CHIGHISOLA LAME, P.O.BOX 550/GRAND ISLE, LA 70358	
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CHIGHIBOLA LANE, P.O.BOX 550/GRAND ISLE, LA 70358 TO BE COMPLETED ONLY BY	FOREIGN CORPORATIONS
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CHIGHISOLA LANE, P.O.BOX 550/GRAND ISLE, LA 70358 TO BE COMPLETED ONLY BY Principal business office wherever located: Registered office in Louisiana (Must be the same as agent's address): Principal business establishment in Louisiana (Do Not Use P.O. Box)	
CHIGHISOLA LANE, P.O.BOX 550/GRAND ISLE, LA 70358 TO BE COMPLETED ONLY BY Principal business office wherever located: Registered office in Louisiana (Must be the same as agent's address): Principal business establishment in Louisiana (Do Not Use P.O. Box) Signature (Must be signed by an authorized individual):	Title Phone Date
CHIGHISOLA LANE, P.O.BOX 550/GRAND ISLE, LA 70358 TO BE COMPLETED ONLY BY Principal business office wherever located: Registered office in Louisiana (Must be the same as agent's address): Principal business establishment in Louisiana (Do Not Use P.O. Box)	Title Phone Date
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W. Fox McKeithe Secretary of Sta			
	For Period Ending December 31, 1994	ck	0206
Vailing Address Only 34354722 N GRAND ISLE VOLUNTEE P. O. BOX 550 GRAND ISLE, LA 703	527 R ENERGENCY SERVICES بولمبرد . 58	(Do Not Use P.O.	ess in Louisiana Box)
		Federal Tax ID Number Is 72–1164084	Stares Stares
Our records indicate the fi address. New registered a	blowing registered agents for the corporat gents require a notarized signature. Delete	ion. Indicate any changes bei when necessary.	
Registered Agent(s) and Address et			2
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Robert B. Sam	the appointment of registered agent(s).		
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Our records indicate the f	ollowing officers or directors for the Corpo a all offices held by each individual listed. I	vision. Indicate any changes	
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GARRELL P. LAFORT CAPITOL LANE, P. U. QLYDB-BASS CHIGHIGOLA LANE, P.	BOX 477/GRAND ISLE, LA 70358 Rol	oert B. Santiny Blackberry Lane, Gru Uy Besson, Sr	and Isle, Lag 70358 VICE PRES
	TO BE COMPLETED ONLY BY	capitor sane Gr	and Isle 17 10358
Principal business office wherever located	t.		
Registered office in Louisiana (Must be th	e same as agent's address);		8 3 ¹ °.
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SIGN ➤	Signature (Must be signed by an authorized individual):	Title	Phone Si Date
	TO BE COMPLETED ONLY BY Signaphreps) (One officer or two ectors required)		Phone Date
SIGN ►	Kaza Santa	Jucann	(504) 787,3196 4/4/95
Enclose filing	1 fee of \$ 5.00	Return by: May 15	
학교 전에 가지 않는 것을 가 없다.	ble to Secretary of State	P.O. Box (CHANGE
Do Not	Send Cash	지수는 것을 만나지 않는 것은 것은 것은 것은 것은 것을 가지 않는 것을 했다. 것은 것을 것을 수 있는 것을 것을 수 있는 것을 가지 않는 것을 수 있다. 이렇게 하는 것을 가지 않는 것을 수 있는 것을 가지 않는 것을 수 있다. 아니는 것을 수 있는 것을 수 있다. 이렇게 하는 것을 수 있는 것을 수 있는 것을 수 있는 것을 수 있는 것을 수 있다. 이렇게 하는 것을 수 있는 것을 수 있다. 이렇게 말 하는 것을 수 있는 것을 수 있는 것을 수 있는 것을 수 있는 것을 수 있다. 이렇게 말 하는 것을 수 있는 것을 수 있다. 이렇게 말 하는 것을 수 있는 것을 수 있는 것을 수 있는 것을 수 있는 것을 수 있다. 이렇게 말 하는 것을 수 있는 것을 수 있다. 이렇게 말 하는 것을 수 있는 것을 수 있다. 이렇게 말 하는 것을 수 있는 것을 것을 수 있는 것을 수 있는 것을 수 있는 것을 수 있는 것을 것을 수 있는 것을 것을 수 있는 것을 것을 수 있는 것을 수 있는 것을 수 있는 것을 수 있는 것을 것을 것을 수 있는 것을 수 있는 것을 수 있는 것을 수 있는 것을 것을 수 있는 것을 수 있는 것을 수 있는 것을 것 같이 않았다. 것 같이 것 같이 같이 같이 않았다. 것 같이 것 같이 않았다. 것 같이 것 같이 같이 않았다. 것 같이 않았다. 것 같이 않았다. 것 같이 것 같이 않았다. 것 같이 않았다. 것 같이 않았다. 않았다. 것 않 것 것 않았다. 것 같이 것 같이 않았다. 것 같이 것 않았다. 것 같이 것 같이 않았다. 것 같이 않았다. 것 않았다. 것 같이 것 같이 않았다. 것 같이 않았다. 것 않았다. 것 같이 않았다. 것 않았다. 않았다. 것 않 않았다. 것 않 않았다. 것 않았다. 것 않았다. 것 않 않 않았다. 않았다. 것 않았다. 것	ugo, LA 70004-0125
§ 389 Rev. 3/94 030695	UNSIGNED REPORTS	WILL BE DETLIDN	ED .091

W. Fox McKeith Secretary of St		FION 5988	*INDICATE ANY CHANGES B Registered Office Addre (Do Not Use P.O.	ss in Louisiana	
	EER EMERGENCY SERVICES		CHIGHILOLA LANE Grand Isle, la 7035	9	
P. O. BOX 550 1035 GRAND ISLE, LA 7					
			Federal Tax ID Number 72–1164084		
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address. New registered Registered Agent(s) and Address ROBERT B. SANTINY	following registered agents for the co agents require a notarized signature. (es) (Do Not Use P.O. Box) GRAND ISLE, LA 70358	rporatior Delete w	i. Indicate any changes belo hen necessary.	ow. All agents must hav	ve a Louisiana
l hereby acc	ept the appointment of registeroid agent(s)			SECRETARY OF	
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Que recordo indicato Ab	e following officers or directors for the	0	·····	k:	
Officers or Directors, Titles and A RAY A. SANTINY SANTINY LANE, P. ROBERT B. SANTINY BLACKBERRY LANE/O KELLY BESSON, SR.	ate all offices held by each individual i (ddresses (Do Not Use P.O. Box) SECT/TREAG -O. BOX-325/GRAND-ISLE, LA 70358 PRES GRAND ISLE, LA 70358 VICE PRES ND ISLE, LA 70358	R S Ju	honda Richards trawberry Lane/C ulie Bradberry linnich Lane/Gra	årand Isle, LA Secret	70358 tary
Principal business office wherever loca	and a second	NLY BY FO	DREIGN CORPORATIONS		
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SIGN >	Signature (Must be signed by an authorized individual)		Titio	Phono	Dato
SIGN ►	TO BE COMPLETED ON Signature(s) (One officer or two directors requirery Robert P. Santa- Rhonda Richardsith	1	Treasurer	(504) 787-2777	Date 3-c4.17 3-06-97

W. Fox McKeithen	DOMESTIC CORPORATION		
Secretary of State	ANNUAL REPORT		
	For Period Ending December 31, 1997		
Mailing Address Only 34354722 N GRAND ISLE VOLUNTEER END P. O. BOX 1035 GRAND ISLE, LA 70358	(INDICATE ANY CHANGES BELOW) 5994 REGENCY SERVICES	(INDICATE ANY CHANGES BE Registered Office Address in Louisi (Do Not Use P.O. Box) CHIGHIZOLA LANE GRAND ISLE, LA 70358 Federal Tax ID Number 72-1164084	· ,
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hereby accept the appoint	ment of registered agent(s).	Sworn to and subscribed before me on	
ur records indicate the fo elow. If additional space 11 offices held by each in RHONDA RICHARDSON STRAWBERRY LANE/GRAND	e is needed, attach an addendum. I dividual listed. TREAS	the corporation. Indicate any changes nclude addresses. Do not use a P. O. MIS A. Guidry, Birch Ly,	Box. Indicate
ROBERT B. SANTINY BLACKBERRY LANE/GRANI JULIE BRADBERRY MINNICH LANE/GRAND IS	PRES DISLE, LA 70358 SECT		
	<u></u>	8%	2.
		Title Phone	Date
SIGN>	by one officer or two directors.	Theas, 504-787-277	n 6/15/cy
Make remittance pa	e filing fee of \$ 5.00 ayable to Secretary of State fot Send Cash	Return by: May 15, 1998 to: Commercial Division P. O. Box 94125 Baton Rouge, LA 70804-9129 Phone (504) 925-4704	CHECK IF NO CHANGE 5 ()
89 Rev. 8/97 021898			

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UNSIGNED REPORTS WILL BE RETURNED

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W. Fox McKeithen DOMESTIC CORPORATION	
Secretary of State ANNUAL REPORT	
For Period Ending	
December 31, 1998	
Mailing Address Only (INDICATE ANY CHANGES BELOW) 34354722 N 616 GRAND ISLE VOLUNTEER EMERGENCY SERVICES P. O. BOX 1035	(INDICATE ANY CHANGES BELOW) Registered Office Address in Louisiana (Do Not Use P.O. Box) CHIGHIZOLA LANE GRAND ISLE, LA 70358
GRAND ISLE, LA 70358	
	Federal Tax ID Number 721164084
Our records indicate the following registered agents for the All agents must have a Louisiana address. Do not use a P. (signature. ROBERT B. SANTINY BLACKBERRY LANE/GRAND ISLE, LA 70358	e corporation. Indicate any changes of deletions below. D. Box. New registered agents require a notarized
I hereby accept the appointment of registered agent(s).	Sworn to and subscribed before he on
Our records indicate the following officers or directors fo below. If additional space is needed, attach an addendum. all offices held by each individual listed.	Include addresses. Do not use a P. O. Box. Indicate
PHYLLIS A. GUIDRY BIRCH LANE/GRAND ISLE, LA 70358	
ROBERT B. SANTINY PRES BLACKBERRY LANE/GRAND ISLE, LA 70358	
JULIE BRADBERRY SECT MINNICH LANE/GRAND ISLE, LA 70358	
SIGN> Mylli Afridy	Title Phone Date Allesuren 504-787-2777 3-16:59
Enclose filing fee of \$ 5.00	Return by: May 15, 1999 CHECK to: Commercial Division IF NO P. O. Box 94125 CHANGE

UNSIGNED REPORTS WILL BE RETURNED

34334/22 N 6297 GRAND ISLE VOLUNTEER EMERGENCY SERVICES 6297 P. O. BOX 1035 GRAND ISLE, LA 70358 Our records indicate the following registered agents for the corpall agents must have a Louisiana address. Do not use a P. O. Box signature. Feder ROBERT B. SANTINY BLACKBERRY LANE/GRAND ISLE, LA 70350 Feder I hereby accept the appointment of registered agent(s). Swo Our records indicate the following officers or directors for the below. If additional space is needed, attach an addendum. Incluall offices held by each individual listed. PHYLLIS A. GUIDRY PHYLLIS A. GUIDRY TREAS BIRCH LANE/GRAND ISLE, LA 70358 ROBERT B. SANTINY BLACKBERRY LANE/GRAND ISLE, LA 70358	
For Period Ending December 31, 1999 Maing Address Only 34354722 N GRAND ISLE VOLUNTEER EMERGENCY SERVICES P. 0. BOX 1035 GRAND ISLE, LA 70358 Fode Our records indicate the following registered agents for the corp All agents must have a Louisiana address. Do not use a P. 0. Box signature. ROBERT B. SANTINY BLACKBERRY LANE/GRAND ISLE, LA 70350 I hereby accept the appointment of registered agent(s). Dur records indicate the following officers or directors for the below. If additional space is needed, attach an addendum. Inclu all officers held by each individual listed. PHYLLIS A. GUIDRY BIRCH LANE/GRAND ISLE, LA 70358 ROBERT B. SANTINY DEACKBERRY LANE/GRAND ISLE, LA 70358 ROBERT B. SANTINY PHYLLIS A. GUIDRY BIRCH LANE/GRAND ISLE, LA 70358 ROBERT B. SANTINY PLACKBERRY LANE/GRAND ISLE, LA 70358	gistered Office Address in Louisiana (Do Not Use P.O. Box) CHIGHIZOLA LANE GRAND ISLE, LA 70358 ITax ID Number 72-1164084 Doration. Indicate any changes or detetions below. New registered agents require a notarized 9 00 1 17
Mailing Address Only (INDICATE ANY CHANGES BELOW) 34354722 N 6297 GRAND ISLE VOLUNTEER EMERGENCY SERVICES 6297 P. O. BOX 1035 GRAND ISLE, LA 70358 Feder Feder Our records indicate the following registered agents for the corp All agents must have a Louisiana address. Do not use a P. O. Box Signature. ROBERT B. SANTINY BLACKBERRY LANE/GRAND ISLE, LA 70350 I hereby accept the appointment of registered agent(s). Swo Dur records indicate the following officers or directors for the below. If additional space is needed, attach an addendum. Incluall offices held by each individual listed. PHYLLIS A. GUIDRY TREAS BIRCH LANE/GRAND ISLE, LA 70358 ROBERT B. SANTINY BLACKBERRY LANE/GRAND ISLE, LA 70358	gistered Office Address in Louisiana (Do Not Use P.O. Box) CHIGHIZOLA LANE GRAND ISLE, LA 70358 Tax ID Number 72-1164084 Dration. Indicate any changes or deterions below. New registered agents require a metarized
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All agents must have a Louisiana address. Do not use a P. O. Box signature. ROBERT B. SANTINY BLACKBERRY LANE/GRAND ISLE, LA 70350 I hereby accept the appointment of registered agent(s). Swo Dur records indicate the following officers or directors for the below. If additional space is needed, attach an addendum. Inclu all offices held by each individual listed. PHYLLIS A. GUIDRY BIRCH LANE/GRAND ISLE, LA 70358 ROBERT B. SANTINY BLACKBERRY-LANE/GRAND ISLE, LA 70358	New registered agents require a notarized
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JULIE BRADBERRY SECT MINNICH LANE/GRAND ISLE, LA 70358	Bradberg - Pres. Grape Lane, 6-I.
SIGN> To the signed by one officer or two directors.	Phone Date Deter Deta Date
Enclose filing fee of \$ 5.00	urn by: May 15, 2000 CHECK IF NO
Make remittance payable to Secretary of State Do Not Send Cash web site: www.sec.state.la.us	to: Commercial Division CHANGE

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W. Fox McKeithen DOMESTIC CORPORATION	
Secretary of State ANNUAL REPORT	
For Period Ending December 31, 2000	
Mailing Address Only (INDICATE ANY CHANGES BELOW) 34354722 N 6613 GRAND ISLE VOLUNTEER EMERGENCY SERVICES P. O. BOX 1035 GRAND ISLE, LA 70358 GRAND ISLE, LA 70358 Our records indicate the following registered agents for the All agents must have a Louisiana address. Do not use a P. O. signature. ROBERT B. SANTINY BLACKBERRY LANE/GRAND ISLE, LA 70358	CHICHIZOLA LANE GRAND ISLE, LA 70358 Federal Tax ID Number 72-1164084 Corporation. Indicate any changes or deletions below.
I hereby accept the appointment of registered agent(s). Our records indicate the following officers or directors for below. If additional space is needed, attach an addendum. I all offices held by each individual listed. PHYLLIS A. GUIDRY TREAS BIRCH LANE/GRAND ISLE, LA 70358	Sworn to and subscribed before me on the corporation. Indicate any changes or slettons nclude addresses. Do not use a P. O. Box Indicate
BOBBY BRADBURY PRES GRAPE LANE/GRAND ISLE, LA 70358 JULIE BRADBERRY SECT MINNICH LANE/GRAND ISLE, LA 70358	94 OF STA: 7 RH 9: 41
To be signed by one officer or two directors.	Title Phone Date President 504-787-2777 3-5-01
Enclose filing fee of \$ 5.00 Make remittance payable to Secretary of State <i>Do Not Send Cash</i> web site: www.sec.state.la.us	Return by:May 15, 2001CHECK IF NO CHANGEto:Commercial Division P.O. Box 94125 Baton Rouge, LA 70804-9125 Phone (225) 925-4704CHANGE ()

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W. Fox McKeithen	DOMESTIC CORPORATION		A 10 11810 110f101 01 100f
Secretary of State	ANNUAL REPORT		
	For Period Ending April 25, 2003		
Mailing Address Only 34354722 N GRAND ISLE VOLU P. O. BOX 1035 GRAND ISLE, LA	(INDICATE ANY CHANGES BELOW) 236 INTEER EMERGENCY SERVICES 70358	(INDICATE ANY C Registered Office Address in (Do Not Use P.O. Box) CHIGHIZOLA LANE GRAND ISLE, LA 70358 Federal Tax ID Number 72-1164084	HANGES BELOW) Louisiana
Our records indicate the All agents must have a Lo signature. ROBERT B. SANTINY BLACKBERRY LANE/GRAN	following registered agents for the duisiana address. Do not use a P. O. ND ISLE, LA 70358	corporation. Indicate any cha Box. New registered agents r	nges or deletions below. equire a notarized 2003 CRE 2003 CRE 2004 CRE 2005
I hereby accept the appoin	ntment of registered agent(s).	Sworn to and subscribed befor	
neros, il phácé la meede	LE, LA 7035B PRES	attach an addendum. Include ed. Ahlth	changes or deletions addresses. Do not use ISMOVE-SUNTU UUU: UOIFPACK AVE MYG-
SIGN> UZAL	th a DUSMOU	Title P DHIL MUNOGR 78	hone Date]-2111 1-16-03
Make remittance pa Do No	e filing fee of \$ 5.00 ayable to Secretary of State ot Send Cash ww.sec.state.la.us DO NOT ST	Return by: April 25, 2003 to: Commercial Division P.O. Box 94125 CAPLE Baton Rouge, LA 70. Phone (225) 925-470	804-9125 ()

W. Fox McKeithen Secretary of State	DOMESTIC CORPORATIO ANNUAL REPORT		
	For Period Ending April 25, 2004		
34354722 N	JNTEER EMERGENCY SERVIC	Registered Office Address in Louisiana 260 (Do Not Use P.O. Box) CHIGHIZOLA LANE	THIS BOX)
ur records indicate the 11 agents must have a Lo ignature. ROBERT B. SANTINY BLACKBERRY LANE/GRA	uisiana address. Do not use a P.	he corporation. Indicate any changes or del O. Box. New registered agents require a no	etions below. otarized
	ntment of registered agent(s).	Sworn to and subscribed before me on Min 20, 2004 A Gy G A Garden or the corporation. Indicate any changes of	
elow. If space is neede P.O. Box. Indicate all PHYLLIS A. GUIDRY BIRCH LANE/GRAND IS	d for additional officers/directo offices held by each individual TREAS	rs, attach an addendum. Include addresses	Do TARY
BOBBY BRADBURY GRAPE LANE/GRAND IS JULIE BRADBERRY MINNICH LANE/GRAND	SECT		OF STATE
	d by an officer or director MA. DWSMCHE	OFFICE MUNGer Treasurer 985-787-2777	Date 09/20/04
Make remittance Do D	se filing fee of \$ 5.00 bayable to Secretary of State Not Send Cash o Not Staple <u>DO NO</u> ww.sos.louisiana.gov	Return by: April 25, 2004 to: Commercial Division P.O. Box 94125 <u>F STAPLE</u> Baton Rouge, LA 70804-9125 Phone (225) 925-4704	CHECK IF NO CHANGE ()

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Grand Isle Vol. Emergency Services P.O. Box 1035 Grand Isle, Louisiana 70358 Office: 985-787-2777 Fax: 985-787-3942

March 29, 2004

Enclosed is the corrected information needed for the Domestic Corporation Annual Report. The new officers include: Pres – Joel Bradberry Wolfpack Ave / Grand Isle, LA 70358 Treas – Elizabeth Dinsmore 180 Capital Lane / Grand Isle, LA 70358 Sec – Bruce Barthelemy Medical Lane / Grand Isle, LA 70358

Sincerely, Mithth A. Dimmon Elizabeth A. Dinsmore Office Manager

Attachment I

GIVES #2 Louisiana Secretary of State Filing



State of Louisiana Secretary of State

COMMERCIAL DIVISION 225.925.4704

<u>Fax Numbers</u> 225.932.5317 (Admin. Services) 225.932.5314 (Corporations) 225.932.5318 (UCC)

Name		Туре	City	Status
GRAND ISLE VOLUNTEER EMERGENCY SERVICE, INC.		Non-Profit Corporation	GRAND ISLE	Active
Previous Names				
Business:	GRAND ISLE VOLUNTEER EMERGENCY	SERVICE, INC.		
Charter Number:	42300435N			
Registration Date:	6/17/2016			
Domicile Address				
100 CHIGHIZOLA LANE				
GRAND ISLE, LA 70358				
Mailing Address				
P.O. BOX 1035				
GRAND ISLE, LA 70358				
Status				
Status:	Active			
Annual Report Status:	Not In Good Standing for failure to	file Annual Report		
File Date:	6/17/2016			
Last Report Filed:	1/6/2021			
Туре:	Non-Profit Corporation			

Registered Agent(s)

Agent:	KEELAND CHERAMIE
Address 1:	100 CHIGHIZOLA LANE
City, State, Zip:	GRAND ISLE, LA 70358
Appointment Date:	6/17/2016

Officer(s)

Officer:	DAVID CANTRELLE
Title:	President
Address 1:	100 CHIGHIZOLA LANE
City, State, Zip:	GRAND ISLE, LA 70358

Amendments on File

No Amendments on file

Print

Additional Officers: No

Response from the Parish Administration





JEFFERSON PARISH

OFFICE OF THE PARISH PRESIDENT

CYNTHIA LEE SHENG PARISH PRESIDENT

February 3, 2022

Via Electronic Mail

David N. McClintock Jefferson Parish Inspector General 990 N. Corporate Drive, Suite 300 Jefferson, LA 70123

Re: Administration Response to Office of Inspector General-Jefferson Parish-Confidential Draft Audit 2021-0027-Grand Isle Volunteer Emergency Services

Mr. McClintock:

In accordance with Jefferson Parish Code Section 2-155.10(9), the Administration respectfully submits this response to JPOIG Confidential Draft Audit 2021-0027. In connection with the above-referenced matter, my staff met with the various Departments responsible for oversight of the Grand Isle Volunteer Emergency Services ("GIVES") including the Office of Fire Services ("OFS") and the Department of Finance to discuss your draft audit. Your draft audit and those meetings produced many relevant suggestions that I believe warrant further action and corrective measures to ensure that policies are further developed and adhered to by GIVES.

The findings identified in the draft audit are addressed in detail below.

Finding No. 1: Jefferson Parish Failed to Perform Proper Due Diligence.

In January of 2021 the Administration implemented the Contract Administration Policy. Thereafter, the Parish Attorney's Office obtained a list of all open contracts existing prior to the change that now requires a contract administrator to be named on all C-track routes. The Director of Fire Services is the designated a contract administrator for GIVES contract and is responsible for contract compliance.

Finding No. 2: Unsecured Cash in Bank.

The Administration agrees with this finding. In August 2021, GIVES allowed the Administration to serve as the paymaster for GIVES.

Finding No. 3: Failure to Safeguard Fixed Assets and Equipment.

Within the constraints set forth in the CEA with GIVES, the Parish provides guidance to GIVES, however, ultimately the officers and management are responsible for the day-to-day operations of GIVES who are in turn accountable to the GIVES Board of Directors.

JOSEPH S. YENNI BUILDING-1221 ELMWOOD PARK BLVD-SUITE 1002-JEFFERSON, LA 70123- PO BOX 10242 JEFFERSON, LA 70181-0242 OFFICE 504,736.6400

GENERAL GOVERNMENT BUILDING-200 DERBIGNY ST - SUITE 6100 - GRETNA, LA 70053 - PO BOX 9 - GRETNA - LA 70054 OFFICE 504.364.2700 In conclusion, the Administration has already taken many corrective measures and has identified the appropriate Departments and staff necessary to develop and implement additional corrective measures to address and prevent further deficiencies in the operation of GIVES. The Administration is committed to continued discussion with and input from your Office regarding these measures so that prospective and existing policies and procedures are followed.

Thank you for your assistance, and for providing us an opportunity to respond.

If you have any questions, please contact me at your earliest convenience.

Sincerely,

Cynthia Lee Sheng Parish President

cc: Mr. Steve LaChute, Chief Operating Officer Ms. Valerie Brolin, Deputy Chief Operating Officer Honorable Ricky Templet, Councilman at Large, Div. A Honorable Scott Walker, Councilman at Large, Div. B Honorable Marion Edwards, Councilman, Dist. 1 Honorable Deano Bonano, Councilman, Dist. 2 Honorable Byron Lee, Councilman, Dist. 3 Honorable Dominick Impastato, Councilman, Dist. 4 Honorable Jennifer Van Vrancken, Councilwoman, Dist. 5 Ms. Peggy Barton, Parish Attorney Mr. David Courcelle, Deputy Parish Attorney Mr. Bryan Adams, CAA- Internal Services Chief Don Robertson, Fire Services