

Cooperative Endeavor
Agreement, dated
06/05/1997



On motion of Mr. Muniz, seconded by
Mr. Broussard, the following resolution was offered:
RESOLUTION NO. 84357

A resolution authorizing the Chairman of the Jefferson Parish Council or in his absence, the Vice-Chairman, to enter into a cooperative endeavor agreement with the Patrons of Lafreniere Park, Inc. authorizing the use of Lafreniere Park and the Park Pavilion and/or other areas of the park to conduct its fund-raising activities, subject to reimbursing Park for expenses, and to provide for related matters;

WHEREAS, the Patrons of Lafreniere Park, Inc. is a private, non-profit corporation organized exclusively for the charitable purpose of providing public support to Lafreniere Park which support is provided through the solicitation of community support and contributions for capital improvements to the Park and its horticultural and recreational activities; and

WHEREAS, the Patrons of Lafreniere Park, Inc. is desirous of using the Park's facilities, including but not limited to the Park Pavilion, in order to conduct fund-raising activities for the benefit of Lafreniere Park; and

WHEREAS, the Patrons of Lafreniere Park, Inc. will reimburse the Park for operational expenses incurred in connection with the fund-raising activities; and

WHEREAS, the Patrons of Lafreniere Park, Inc. shall furnish the Jefferson Parish Council with minutes of all meetings and quarterly treasurer's report which reflects a statement of the Foundation's income and expenditure of funds;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson Parish Council of Jefferson Parish, Louisiana, acting as governing authority of the Department of Parks and Recreation of said Parish:

SECTION 1: That the Chairman of the Jefferson Parish Council or in his absence, the Vice-Chairman, to enter into a cooperative endeavor agreement with the Patrons of Lafreniere Park, Inc. authorizing the use of Lafreniere Park and its facilities for fund-raising activities.

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

YEAS: 6 NAYS: None ABSENT: (1) Jones

The resolution was declared to be adopted this the 23rd day of April, 1997.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY
Eula A. Lopez
EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

THE PARISH OF JEFFERSON, THE EAST JEFFERSON PARK
AND COMMUNITY CENTER AND
PLAYGROUND DISTRICT OF THE PARISH OF JEFFERSON

AND

PATRONS OF LAFRENIERE PARK, INC.

THIS AGREEMENT, made and entered into on this 5th day of
June, 1997, by and between the Parish of Jefferson, the East Jefferson Park
and Community Center and Playground District of the Parish of Jefferson, herein represented by
its Council Chairman, Aaron F. Broussard, hereinafter referred to as the District, duly authorized
to act by Resolution No. 84357, adopted on the 23rd day of April,
1997 and the Patrons of Lafreniere Park, Inc., hereinafter referred to as the Patrons, represented
by Jerry Crawford, a duly authorized representative.

WHEREAS, Patrons is a private, non-profit corporation that was organized exclusively
for the charitable purpose of providing public support to Lafreniere Park, hereinafter referred to
as the Park, which support is provided through the solicitation of community support and
contributions for capital improvements to the Park, and

WHEREAS, Patrons has agreed to perform various fund raising events for the purposes of
raising money for capital improvements in the Park, and

WHEREAS, under the terms of its Charter and by-laws, the net funds so raised are to be
expended on public improvements in the Park, and

WHEREAS, the parties to this agreement desire that the public confidence in such
endeavors be maintained at the highest levels, and

WHEREAS, the parties to this agreement desire that the public Lafreniere Park be a
recreational facility of the highest quality.

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

1. SCOPE OF SERVICES

The Patrons of Lafreniere Park, Inc. will, in accordance with its charter and by-laws
provide funding to the District and/or Parish for capital improvements of the Park. The Patrons

shall also reimburse the Park for operational expenses incurred in connection with the Patron's fund-raising activities as follows.

The governing authority of the District shall have the exclusive authority to determine the capital projects for the Park and shall be the final authority for determining both the economic and aesthetic value for all proposed capital improvement projects. The Patrons of Lafreniere Park shall not engage in any fund-raising activity for any project which has not been approved by the governing authority of the District, however, the Patrons may organize and specify that the proceeds of a specific fund-raising activity which it conducts shall be dedicated to a certain project, which project has been previously approved by the governing authority of the District.

In consideration for the Patrons' obligations pursuant to this Agreement, the Patrons shall have use of the Lafreniere Park Pavillion and/or other areas of the Park from time to time in order to conduct its fund-raising activities, subject to reimbursing Park expenses as provided for herein.

The Patrons shall reimburse the Park for additional operational expenses incurred in connection with its Fund-raising activities at the same cost per man power that is charged to all other corporations, organizations, or individuals utilizing Park services and/or facilities. The Patrons, at its option, will have the right to hire outside contractors for operational functions in lieu of utilizing Park personnel; however, Patrons shall assume and be responsible for all costs and expenses, including but not limited to insurance and taxes, associated with the hiring of any such contractor pursuant to Paragraphs 2 and 3.

Furthermore, the District agrees that it will provide the Patrons of Lafreniere Park annually with a list of proposed projects or items for which the District is making a funding request. This list shall be in order of the priorities set by the District. The parties may, however, during the fiscal year, by mutual agreement, depart from such priority.

The parties agree that all park physical improvements and park equipment purchased by the Patrons shall become the property of the Park; the Park will assume all right of full ownership and shall be responsible for maintenance and operation of said property. Exclusive of labor costs for park personnel, as set forth supra, the Patrons shall have the right of use, without rental or service charge, of any equipment, furniture and fixtures that it purchased for the District and unless such equipment, furniture has been reserved, scheduled, or booked by another corporation, organization, or individual at the time of the Patrons' request for use, the Patrons shall have the

first right of such use.

The District also agrees that it shall, by the fullest extent permissible under the law, assist the Patrons of Lafreniere Park in all fund-raising endeavors undertaken by the Patrons.

2. INDEPENDENT ENTITY

While in the performance of services or carrying out other obligations under this agreement, the Patrons of Lafreniere Park, as an organization under Section 501 © of the Internal Revenue Code, shall be acting in the capacity of independent entity and not as employee or agent of the District or the Parish of Jefferson. Neither the District nor the Parish of Jefferson shall be obligated to any person, firm or corporation for any obligations of the Patrons arising from the performance of services under this agreement.

3. INDEMNITY

The Patrons of Lafreniere Park shall indemnify and hold harmless the District against any and all claims, suits, judgments or sums of money owed to any party for loss of life, injury or damages to persons or property growing out of, resulting from and by reason of any negligent act by the Patrons, its agents, servants or employees while engaged upon or in connection with the services or obligations required or performed by the Patrons hereunder. The Patrons shall additionally indemnify and hold the District Harmless from any and all claims and/or liens for labor, service, or materials furnished to the Patrons in connection with the performance of the Patrons' services or obligations under this agreement.

4. ETHICAL CONDUCT

The parties agree that no public servant, public official, member of the Lafreniere Park Advisory Board, member of the Patrons, member of the Board of Directors of the Patrons, and any employee of the Patrons, or any member of the immediate family of any of the above or any legal entity in which any of the above exercises control or owns an interest in excess of twenty-five percent as provided in LSA-R.S. 42:1112, shall bid on or enter into any contract, subcontract, or other transaction with the Patrons of Lafreniere Park, Inc. or bid on or enter into any contract, subcontract, or other transaction which would be in violation of any applicable

ethical standard set forth in the Code of Governmental Ethics, LSA R.S. 42:1101 et seq.

The Patrons of Lafreniere agrees to maintain in its by-laws that the composition of its Board of Directors shall be composed of a group of individuals with diverse backgrounds and diverse businesses. Any citizen of Jefferson Parish shall be eligible for membership in the Patrons of Lafreniere Park, Inc.

5. REPORTS

The Patrons of Lafreniere Park shall furnish the JEFFERSON PARISH COUNCIL with minutes of all meetings and a quarterly treasurer's report which reflects a statement of the Patrons' income and expenditure of funds.

6. TERMINATION

This agreement may be terminated by mutual agreement and consent of the parties, or by either party upon failure of the other to fulfill its obligations. However, if any funds raised in the name of or on behalf of Lafreniere Park exist at the termination of this agreement, such funds shall be paid to the governing authority of Lafreniere Park. The governing authority of Lafreniere Park may only utilize these funds for expenditure on Lafreniere Park.

7. CONFLICT

Nothing in this agreement shall be construed or interpreted in such a fashion as to conflict with the charter and by-laws of the Patrons of Lafreniere Park, Inc., annexed hereto, or with the Charter and ordinances of the Parish of Jefferson, and, any conflict between any provision of this agreement and the provisions of the charter and by-laws of the Patrons or the Charter and ordinances of the Parish of Jefferson shall be resolved by interpreting such provision so as to not conflict with same. Nothing in this agreement shall be construed or interpreted in such a fashion as to affect the Patrons' status as a non-profit organization under Section 501-(c); and, any conflict between any provision of this agreement and the obligation of the Patrons to comply with Section 501-(c) of the Internal Revenue Code shall be resolved by interpreting such provision so as to not conflict with Section 501-(c).

8. NOTICE

All notices and correspondence required to be sent shall be addressed as follows:

PARISH: The Council Chairman
Jefferson Parish Council
1221 Elmwood Park Blvd., 10th Floor
Harahan, LA 70123

FOUNDATION: The President of Patrons of Lafreniere Park
Metairie, Louisiana

THUS DONE AND SIGNED on the day and year first set forth above, in quadruplicate original, in the presence of the undersigned competent witnesses.

WITNESSES:

PARISH OF JEFFERSON

Terrie J. Rodrigue

Evelene H. Rodriguez

R.D. [Signature]

John Steen

BY:

[Signature]

AARON F. BROUSSARD
COUNCIL CHAIRMAN

PATRONS OF LAFRENIERE PARK,
INC.

BY:

[Signature]
JERRY CRAWFORD
CHAIRMAN

Attachment B

Cooperative Endeavor
Agreement, dated
09/11/2012
with
Amendments Nos.1-6



COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

THE PARISH OF JEFFERSON

AND

PATRONS OF LAFRENIERE PARK, INC.

This Cooperative Endeavor Agreement, (hereafter, "Agreement") is made and entered into on this 11th day of September, 2012, by and between the Parish of Jefferson, Louisiana, by and through the Parish Council, hereinafter called PARISH, represented by Elton M. Lagasse, Council Chairman, duly authorized to act pursuant to Resolution No. 119361 adopted on August 8, 2012, and Patrons of Lafreniere Park, Inc., a 501(C)3 not-for-profit corporation, Federal ID No. 72-1376349, hereinafter called ORGANIZATION (may also be referred to as the Contracting Party), represented by, Chris Russo and Jerri Klein, its President and Chairman.

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 organization, corporation or individuals; and

WHEREAS, the public purpose of the Project is described as: To provide enhanced recreational facilities at Lafreniere Park (hereafter, "Park") for the benefit of all citizens of Jefferson Parish, consistent with the powers granted in the Jefferson Parish Charter §1.01 (15); and

WHEREAS, PARISH and ORGANIZATION have cooperated in the past and PARISH desires to continue this cooperation with ORGANIZATION in the implementation of the services as hereinafter provided; and

WHEREAS, ORGANIZATION is a private, non-profit corporation that was organized exclusively for the charitable purposes of providing public support to Park, which support is provided through the solicitation of community support and contributions for capital improvements and recreational programming at the Park; and

WHEREAS, ORGANIZATION has agreed to perform various fundraising events for the purposes of raising money for contributions for capital improvements and recreational programming at the Park; and

WHEREAS, under the terms of charter and by-laws of ORGANIZATION, the net funds so raised are to be expended on public improvements contributions for capital improvements and recreational programming at the Park; and

WHEREAS, the parties to this Agreement desire the public confidence in such endeavors be maintained at the highest levels; and

WHEREAS, the parties to this Agreement desire that Park be a recreational facility of the highest quality; and

WHEREAS, PARISH has a reasonable expectation of receiving the benefit from ORGANIZATION fundraising for Park which is at least equivalent to the use of Park facilities as described in this Agreement;

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 parties

working together;

NOW, THEREFORE, PARISH and ORGANIZATION hereby agree as follows:

This Agreement replaces and supersedes any previous agreements between PARISH or East Jefferson Park and Community Center and Playground District of Jefferson Parish and ORGANIZATION.

SECTION 1- SERVICES

The ORGANIZATION shall, in accordance with its charter and by-laws, provide funding to PARISH for capital improvements and recreational programming at the Park.

PARISH shall have the exclusive authority to determine the capital projects for the Park and shall be the final authority for determining both the economic and aesthetic value for all proposed capital improvement projects. The ORGANIZATION shall not engage in any fundraising activity for any project which has not been approved by PARISH, however, ORGANIZATION may organize and specify that the proceeds of a specific fundraising activity which it conducts shall be dedicated to a certain project, which project has been previously approved by the governing authority of Park.

PARISH shall have the exclusive authority to determine the recreational programming for the Park and shall be the final authority for determining both the economic and aesthetic value for all proposed recreational programming. The ORGANIZATION shall not engage in any fundraising activity for any project which has not been approved by PARISH, however, ORGANIZATION may organize and specify that the proceeds of a specific fundraising activity which it conducts shall be dedicated to a certain recreational program, which project has been previously approved by the governing authority of Park.

PARISH agrees that it will provide ORGANIZATION annually with a list of proposed projects, programming or other items for which PARISH is making a funding request. This list shall be in order of the priorities set by PARISH. The parties may, however, during the fiscal year, by mutual agreement, depart from the list and priority ranking.

PARISH shall provide, pursuant to the terms of this Agreement, ORGANIZATION use of Lafreniere Park facilities (FACILITIES), including but not limited to, Lafreniere Park Pavilion and Lafreniere Park Concession Stand.

Fundraising activities conducted by ORGANIZATION at FACILITIES shall be subject to the approval of PARISH. ORGANIZATION shall propose a list of fundraising events, the parties may, however, during the fiscal year, by mutual agreement, depart from the listed fundraising events. PARISH may, at its option, request ORGANIZATION provide a written proposal for any particular fundraising event. Under no circumstances shall a fundraising event last for more than one (1) year.

ORGANIZATION shall reimburse the Park for additional operational expenses incurred in connection with its fundraising activities at the same cost per man power that is charged to all other corporations, organizations, or individuals utilizing Park services and/or facilities.

ORGANIZATION, at its option, and subject to Parish approval, will be allowed to hire outside contractors to assist ORGANIZATION in fundraising activities in lieu of utilizing Park personnel; however, ORGANIZATION shall assume and be responsible for all costs and expenses, including, but not limited to insurance and taxes, associated with the hiring of any such contractors pursuant to this section. ORGANIZATION must provide PARISH with advance

notice of its intention to hire such outside contractors and provide PARISH with all documents required of PARISH contractors prior to PARISH approval of said outside contractors

The parties agree that all Park physical improvements and Park equipment purchased by the ORGANIZATION shall become the property of Park; Park will assume all rights of full ownership and shall be responsible for maintenance and operation of said property. Exclusive of labor costs for Park personnel, as set forth supra, ORGANIZATION shall have the right of use for public purpose, without rental or service charge, of any equipment, furniture and fixtures that it purchased for Park and unless such equipment, furniture, and fixtures has been reserved, scheduled, or booked by another corporation, organization, or individual at the time of the request of the ORGANIZATION for use, ORGANIZATION shall have the first right of such use for public purpose.

SECTION 2 – TERM OF AGREEMENT

The term for this Agreement shall commence on July 25, 2012 and shall continue in effect until midnight of the second anniversary of the date first above written, unless sooner terminated as provided in Sections 3 and 4.

SECTION 3 – TERMINATION FOR CAUSE

The PARISH may terminate this Agreement for cause based upon the failure of ORGANIZATION to comply with the terms and/or conditions of the Agreement; provided that PARISH shall give ORGANIZATION written notice specifying ORGANIZATION's failure. If within thirty (30) days after receipt of such notice, ORGANIZATION shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then PARISH may, at its option, place ORGANIZATION in default and the Agreement shall terminate on the date specified in such notice. The PARISH may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the ORGANIZATION to comply with the terms and conditions of this Agreement; provided that PARISH shall give the ORGANIZATION written notice specifying the ORGANIZATION's failure and a reasonable opportunity for the ORGANIZATION to cure the defect.

SECTION 4 - TERMINATION FOR CONVENIENCE

The PARISH may terminate the Agreement at any time by giving thirty (30) days written notice to ORGANIZATION. Upon receipt of notice, ORGANIZATION shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this Agreement. The ORGANIZATION shall be entitled to payment for deliverables in progress to the extent work has been performed satisfactorily.

SECTION 5 – FORCE MAJEURE

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

SECTION 6 – INDEPENDENT CONTRACTOR

ORGANIZATION 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 ORGANIZATION 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 PARISH and ORGANIZATION.

The parties hereto acknowledge and agree that PARISH 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 ORGANIZATION;
or
- d. pay workman's compensation insurance premiums for coverage for ORGANIZATION.
- e. ORGANIZATION 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.

ORGANIZATION agrees to indemnify and hold PARISH harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from PARISH's treatment of ORGANIZATION as an independent contractor. ORGANIZATION further agrees to reimburse PARISH 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 7 – INDEMNIFICATION

The PARISH, its agents and employees shall not be liable for any loss, damage, injuries, or other casualty of any kind or by any cause, whether apparent or hidden, to the person or property of anyone (including ORGANIZATION), arising out of or resulting from ORGANIZATION, its employees, agents or contractors, providing services under this Agreement, or from the installation, existence, use, maintenance, condition, repair, alteration, removal, or replacement of any equipment used in the provision of said services, and the ORGANIZATION hereby agrees to indemnify, defend and hold harmless PARISH, its agent and employees from and against all claims, demands, liabilities, suits or actions (including all reasonable expenses and attorneys' fees incurred by or imposed on PARISH in connection therewith) for any such loss, damage, injury or other casualty.

SECTION 8 – INSURANCE

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

A. ALL POLICIES AND CERTIFICATES OF INSURANCE OF THE ORGANIZATION SHALL CONTAIN THE FOLLOWING CLAUSES:

1. ORGANIZATION insurers will have no right of recovery or subrogation against PARISH, 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. The PARISH shall be named as additional insured as regards to general liability with respect to negligence by ORGANIZATION.
3. The insurance company(ies) issuing the policy or policies shall have no recourse against PARISH 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 ORGANIZATION.
5. ORGANIZATION 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 the ORGANIZATION.

B. Prior to the execution of this Agreement, ORGANIZATION, shall provide at its own expense, proof of the following insurance coverage required by the contract to PARISH 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.

1. In the event ORGANIZATION 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 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.
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. This insurance coverage shall include coverage for bodily injury and property damage.
3. In the event ORGANIZATION 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.
4. No insurance required herein shall include a deductible greater than \$10,000.00. The cost of the deductible shall be borne by the ORGANIZATION.
5. Umbrella Liability coverage or excess liability coverage may be used to meet the minimum requirements.

All policies of insurance shall meet the requirements of PARISH prior to the commencing of any work. The PARISH 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 PARISH as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to PARISH, ORGANIZATION shall promptly obtain a new policy, submit the same to PARISH for approval and submit a certificate thereof as provided above.

Upon failure of ORGANIZATION to furnish, to deliver and maintain such insurance as above described, this contract, at the election of PARISH, may be forthwith declared suspended,

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

SECTION 9 - REPORTS

ORGANIZATION shall furnish the Jefferson Parish Council with minutes of all meetings, any change or amendment to the ORGANIZATION's By-Laws, and quarterly treasurer's report, which reflects a statement of the ORGANIZATION's income and expenditure of funds.

ORGANIZATION shall furnish narrative reports to the Jefferson Parish Director of Internal Audit detailing the amounts of and reasons for all expenditures of funds allocated under this Agreement. All such reports shall be furnished quarterly.

SECTION 10 – COST AND COLLECTION RECORDS

The PARISH shall be entitled to audit the books, documents, papers and records of ORGANIZATION and any subcontractors which are reasonably related to this Agreement.

ORGANIZATION shall, and shall require all of its subcontractors to, 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 termination this Agreement, for inspection by PARISH, and copies thereof shall be furnished if requested.

SECTION 11 - 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:

PARISH: Elton M. Lagasse
Council Chairman
Jefferson Parish Council
200 Derbigny Street, Suite 6200
Gretna, La. 70053
Phone No.: (504) 364-2626

CC: Deborah Cunningham Foshee
Parish Attorney
Parish Attorney's Office
200 Derbigny Street – Suite 5200
Gretna Louisiana 70053
Phone No.: (504)364.3822

ORGANIZATION: Patrons of Lafreniere Park, Inc.
Address: 3000 Downy Blvd
City & State: McGreer LA 70003
Phone : _____

SECTION 12– 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 ORGANIZATION as to the services to be performed hereunder without the written consent of PARISH or as otherwise provided for in this Agreement.

SECTION 13 — LEGAL COMPLIANCE

The PARISH and the ORGANIZATION 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. The PARISH and the ORGANIZATION specifically acknowledge the 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 14 — EMPLOYMENT OF PARISH PERSONNEL

ORGANIZATION 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 PARISH.

SECTION 15 – COVENANT AGAINST CONTINGENT FEES

The ORGANIZATION warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the ORGANIZATION, 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 the ORGANIZATION 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, PARISH shall have the right to annul this Agreement without liability or, in PARISH'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 16 – DISCRIMINATION CLAUSE

The ORGANIZATION agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. ORGANIZATION agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by ORGANIZATION, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

SECTION 17 – 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 PARISH 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 the ORGANIZATION, its successors or assigns for any further payments.

SECTION 18 — 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 ORGANIZATION 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 19 - 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 20 — ENTIRE AGREEMENT

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

[Remainder of page intentionally left blank; signature page to follow]

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

WITNESSES:

JEFFERSON PARISH

Norma Lina

BY: 
Elton M. Lagasse
COUNCIL CHAIRMAN

Paul LeNormand

WITNESSES:

PATRONS OF LAFRENIERE PARK, INC.

Ann B. Cardwell

BY: 
Jerri Klein
PRESIDENT

Beckie B. Haydel

WITNESSES:

Ann B. Cardwell

BY: 
Chris Russo
CHAIRMAN

Daniel Martinez



WWW.JEFFPARISH.NET

JOHN F. YOUNG, JR.
PARISH PRESIDENT

JEFFERSON PARISH
DEPARTMENT OF THE PARISH ATTORNEY

DEBORAH CUNNINGHAM FOSHEE
PARISH ATTORNEY

E. ROSS BUCKLEY, JR.
DEPUTY PARISH ATTORNEY

EDWARD S. RAPIER, JR.
DEPUTY PARISH ATTORNEY

CERTIFICATION

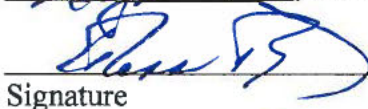
In compliance with Jefferson Parish Code of Ordinances § 2-890, I certify that the proposed contract described below has been reviewed by the Parish Attorney's Office and it is my legal opinion that the proposed contract complies with all current legal requirements for such contract under federal, state and parish law. This certification is made in reliance upon the availability of funds and the legality of all financial transactions as certified by the Department of Finance pursuant to Jefferson Parish Charter § 4.02(A)(5).

Contract Description: CEA between the Parish of Jefferson and Patrons of Lafreniere Park, Inc., to use the Lafreniere Park Pavilion and/or other areas of the Park in order to conduct its fundraising activities for no cost to the Parish.

Parish Council Approval: Resolution No. 119361 adopted August 8, 2012.


DEBORAH CUNNINGHAM FOSHEE
Parish Attorney, Jefferson Parish

Sworn to and subscribed before me,
Notary Public on the 11 day of
Sept, 2012.


Signature

E. ROSS BUCKLEY, JR.
Printed Name

LA BAR # 3627
Notary or Bar Roll Number

On joint motion of all Councilmembers present, the following resolution was offered:

RESOLUTION NO. 119361

A resolution ratifying the Cooperative Endeavor Agreement between the Parish of Jefferson and **Patrons of Lafreniere Park, Inc.** to use the Lafreniere Park Pavilion and/or other areas of the Park in order to conduct its fundraising activities for no cost to the Parish. (Council District 4)

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 organization, corporation or individuals; and

WHEREAS, the public purpose of the Cooperative Endeavor Agreement is described as: To provide enhanced recreational facilities at Lafreniere Park for the benefit of all citizens of Jefferson Parish, consistent with the powers granted in the Jefferson Parish Charter §1.01 (15); and

WHEREAS, Jefferson Parish and Patrons of Lafreniere Park, Inc. have cooperated in the past with a Cooperative Endeavor Agreement; and

WHEREAS, Patrons of Lafreniere Park, Inc. is a private, non-profit corporation that was organized exclusively for the charitable purposes of providing public support to Lafreniere Park which support is provided through the solicitation of community support and contributions for capital improvements to Lafreniere Park; and

WHEREAS, Patrons of Lafreniere Park, Inc. has agreed to perform various fundraising events for the purposes of raising money for Lafreniere Park; and

WHEREAS, under the terms of charter and by-laws of Patrons of Lafreniere Park, Inc., the net funds so raised are to be expended on Lafreniere Park; and

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

NOW, THEREFORE, BE IT RESOLVED by the Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. The Cooperative Endeavor Agreement with Patrons of Lafreniere Park, Inc. to use the Lafreniere Park Pavilion and/or other areas of the Park in order to conduct its fundraising activities is hereby ratified.

SECTION 2. That there is no cost to the Parish for this Cooperative Endeavor Agreement.

SECTION 3. That the net funds received from all fundraising activities under this Agreement are to be expended on Lafreniere Park.

SECTION 4. That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, be and they are, hereby 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 **8th day of August, 2012.**

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY



EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

AMENDMENT NUMBER 1
TO THE
COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE PARISH OF JEFFERSON
AND
PATRONS OF LAFRENIERE PARK, INC.

This Amendment No. 1 to the Cooperative Endeavor Agreement, (hereafter the "Amendment") is made and entered into on this 16th day of April, 2013, by and between the Parish of Jefferson, Louisiana, by and through the Parish Council, hereinafter called Parish, represented by Christopher L. Roberts, Council Chairman, duly authorized to act pursuant to Resolution No. 120581, adopted on March 13, 2013, and Patrons of Lafreniere Park, Inc., a 501(C)3 not-for-profit corporation, Federal ID No. 72-1376349, hereinafter called Organization (may also be referred to as the Contracting Party), represented by, Bob Emery, its Chairman.

WHEREAS, on September 11, 2012 the Parish and the Organization entered into a Cooperative Agreement (hereinafter the "Agreement"), authorized by Council Resolution No. 119361; and

WHEREAS, the stated public purpose of the Agreement is described as: To provide enhanced recreational facilities at Lafreniere Park (hereafter, "Park") for the benefit of all citizens of Jefferson Parish, consistent with the powers granted in the Jefferson Parish Charter §1.01 (15); and

WHEREAS, pursuant to the Agreement the Organization is authorized to engage in fundraising events for the purposes of raising money for contributions for capital improvements and recreational programming at the Park; and

WHEREAS, Organization desires to sponsor a spring concert series for the purposes of raising funds to provide public support to Park and to enhance the recreational programming at the Park; and

WHEREAS, Parish has a reasonable expectation of receiving the benefit of fundraising for Park which is at least equivalent to the use of Park facilities as described in the 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 parties working together;

NOW, THEREFORE, the Parish and the Organization hereby agree as follows:

SECTION 1- SERVICES

Section 1 is amended to add a Section 1(A) as follows:

SECTION 1(A)

The Organization shall, in accordance with its charter and by-laws, sponsor a spring concert series to be held at Park during the months of April and May on Thursday evenings. The concerts shall be on the following evenings: April 18th, April 25th, May 9th, May 16th, May 23rd, and May 30th, 2013.

The Organization shall be responsible for the booking of all talent, concessions and all other actives and events associated with the concert series. Additionally, Organization shall be responsible for obtaining all permits from the Department of Inspection and Code Enforcement, the Jefferson Parish Sheriff's Office, Jefferson Parish Fire Department, Lafreniere Park and from the State of Louisiana Office of Alcohol Beverage Control in order to allow the sale of beverages, food, beer, and liquor the erection of tents; and to allow live music until 8:30 p.m. (provided that the Parish noise ordinance is observed in all cases), in connection therewith.

The Organization shall be allowed to hire outside contractors for operational functions of the concert series; however, the Organization shall assume and be responsible for all costs and expenses, including, but not limited to insurance and taxes, associated with the hiring of any such contractors pursuant to this section. The Organization shall assure that any and all outside contractors have and maintain insurance as required by the Parish.

The Parish agrees that it shall provide funding in the amount of \$15,000.00.

The net proceeds from the concert series shall be segregated and shall, unless otherwise agreed to by the Parish, be used to help fund future concert series at the Park.

The parish shall provide the stage for these concerts through its eastbank mobile staging contract.

SECTION 2 – TERM OF AGREEMENT

Section 2 is amended to add Section 2(A)

Section 2(A)

The term for this Amendment shall run concurrently with the term of the Agreement, unless sooner terminated as provided in Sections 3, 4 and 17.

SECTION 9 - REPORTS

Section 9 is amended to add Section 9(A)

Section 9(A)

The Organization shall maintain separate accounts and records for the spring concert series.

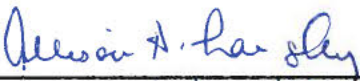
The Organization shall furnish the Jefferson Parish Council with a narrative report within 30 days of the last concert of the spring concert series. Said report shall detail all costs incurred and revenue generated


from the spring concert series.

It is further agreed and understood that the language in this Amendment shall supersede any language to the contrary contained in the Agreement and that all other terms and conditions of the Agreement shall remain the same, unchanged and in full force and effect.

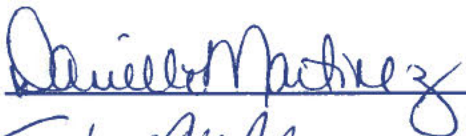
This Amendment is executed in 4 originals on the day, month, and year first above written.


WITNESSES:



Allison A. Langley


Trudy Benoit



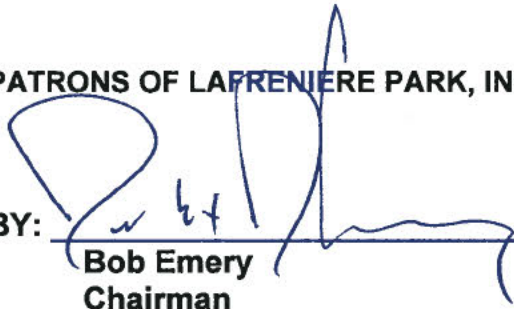


JEFFERSON PARISH

BY: 

Christopher L. Roberts
Council Chairman

PATRONS OF LAFRENIERE PARK, INC.

BY: 

Bob Emery
Chairman



JEFFERSON PARISH
DEPARTMENT OF THE PARISH ATTORNEY

WWW.JEFFPARISH.NET

JOHN F. YOUNG, JR.
PARISH PRESIDENT

DEBORAH CUNNINGHAM FOSHEE
PARISH ATTORNEY

E. ROSS BUCKLEY, JR.
DEPUTY PARISH ATTORNEY

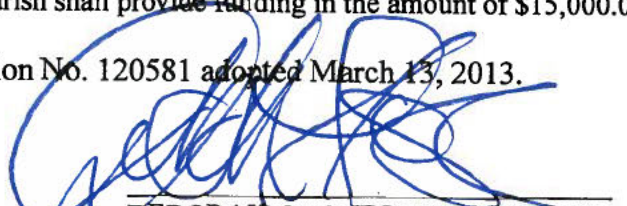
EDWARD S. RAPIER, JR.
DEPUTY PARISH ATTORNEY

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. 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: Amendment No. 1 to existing CEA with the Patrons of Lafreniere Park, Inc., to permit the Patrons of Lafreniere Park, Inc. to stage a spring concert series at Lafreniere Park for the purpose of raising funds. Jefferson Parish shall provide funding in the amount of \$15,000.00.

Parish Council Approval: Resolution No. 120581 adopted March 13, 2013.


DEBORAH CUNNINGHAM FOSHEE
Parish Attorney, Jefferson Parish

Sworn to and subscribed before me,
Notary Public on the 12th day of
April, 2013.


Signature

Eric Mond
Printed Name

33 290
Notary or Bar Roll Number

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

RESOLUTION NO. 120581 ✓

A resolution authorizing the execution of Amendment No. 1 to the Cooperative Endeavor Agreement between the Parish of Jefferson and **Patrons of Lafreniere Park, Inc.**, which was ratified by Resolution No. 119361, to permit the Patrons of Lafreniere Park, Inc. to stage a spring concert series at Lafreniere Park. (Council District 4)

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 organization, corporation or individuals; and,

WHEREAS, the Jefferson Parish Council ratified, by Resolution No. 119361, a Cooperative Endeavor Agreement with Patrons of Lafreniere Park, Inc. for the purpose of enhancing the recreational facilities at Lafreniere Park for the benefit of all citizens of Jefferson Parish, consistent with the powers granted in the Jefferson Parish Charter §1.01 (15); and,

WHEREAS, the Cooperative Endeavor Agreement provided that the Patrons of Lafreniere Park, Inc. could and would perform various fundraising events for the purposes of raising money for Lafreniere; and,

WHEREAS, Patrons of Lafreniere Park, Inc. proposes to hold a spring concert series as a fundraiser; and,

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

NOW, THEREFORE, BE IT RESOLVED by the Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. That the Council does hereby authorize the execution of Amendment No. 1 to the Cooperative Endeavor Agreement with the Patrons of Lafreniere Park, Inc. to permit the Patrons of Lafreniere Park, Inc. to stage a spring concert series on the following dates: April 18th, April 25th, May 9th, May 16th, May 23rd, and May 30th, 2013.

SECTION 2. That funding in the amount of **\$15,000** shall be charged to Account No. 44530-4007-7680 (45311.400).

SECTION 3. That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, be and they are, hereby 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 13th day of March, 2013.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY


EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

AMENDMENT NUMBER 2
TO THE
COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE PARISH OF JEFFERSON
AND
PATRONS OF LAFRENIERE PARK, INC.

This Amendment No. 2 to the Cooperative Endeavor Agreement, (hereafter the "Amendment") is made and entered into on this 13th day of June, 2013, by and between the Parish of Jefferson, Louisiana, by and through the Parish Council, hereinafter called Parish, represented by Christopher L. Roberts, Council Chairman, duly authorized to act pursuant to Resolution No120967 adopted on May 15, 2013, and Patrons of Lafreniere Park, Inc., a 501(C)3 not-for-profit corporation, Federal ID No. 72-1376349, hereinafter called Organization (may also be referred to as the Contracting Party), represented by, Bob Emery, its Chairman.

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 organization, corporation or individuals; and,

WHEREAS, the Jefferson Parish Council ratified, by Resolution No. 119361, a Cooperative Endeavor Agreement with Patrons of Lafreniere Park, Inc. for the purpose of enhancing the recreational facilities at Lafreniere Park for the benefit of all citizens of Jefferson Parish, consistent with the powers granted in the Jefferson Parish Charter §1.01 (15); and,

WHEREAS, the Jefferson Parish Council ratified, by Resolution No. 120581, Amendment No. 1 to the Cooperative Endeavor Agreement for the Patrons of Lafreniere Park, Inc. to stage a spring concert series; and,

WHEREAS, the Cooperative Endeavor Agreement provided that the Patrons of Lafreniere Park, Inc. could and would perform various fundraising events for the purposes of raising money for Lafreniere; and,

WHEREAS, Patrons of Lafreniere Park, Inc. proposes to have a Jefferson Parish Independence Day Celebration "Uncle Sam Jam" as a fundraiser; and,

WHEREAS, Parish has a reasonable expectation of receiving the benefit of fundraising for Park which is at least equivalent to the use of Park facilities as described in the 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 parties working together;

NOW, THEREFORE, the Parish and the Organization hereby agree as follows:

SECTION 1- SERVICES

Section 1 is amended to add a Section 1(B) as follows:

SECTION 1(B)

The Organization shall, in accordance with its charter and by-laws, sponsor a Jefferson Parish Independence Day Celebration "Uncle Sam Jam" to be held at Park July 3, 2013.

The Organization shall be responsible for the booking of all talent, concessions, fireworks display and all other actives and events associated with the event. Additionally, Organization shall be responsible for obtaining all permits from the Department of Inspection and Code Enforcement, the Jefferson Parish Sheriff's Office, Jefferson Parish Fire Department, Lafreniere Park and from the State of Louisiana Office of Alcohol Beverage Control in order to allow the sale of beverages, food, beer, and liquor the erection of tents; and to allow live music until 11:00 p.m. (provided that the Parish noise ordinance is observed in all cases), in connection therewith.

The Organization shall be allowed to hire outside contractors for operational functions of the event; however, the Organization shall assume and be responsible for all costs and expenses, including, but not limited to insurance and taxes, associated with the hiring of any such contractors pursuant to this section. The Organization shall assure that any and all outside contractors have and maintain insurance as required by the Parish.

The Parish agrees that it shall provide funding in the amount of \$20,000 for "Uncle Sam Jam" with a fireworks display.

The net proceeds from the event shall be segregated and shall, unless otherwise agreed to by the Parish, be used to help fund future events at the Park.

SECTION 2 – TERM OF AGREEMENT

Section 2 is amended to add Section 2(B)

Section 2(B)

The term for this Amendment shall run concurrently with the term of the Agreement, unless sooner terminated as provided in Sections 3, 4 and 17.

SECTION 8 - INSURANCE

Section 2 amended to add the following:

Organization shall secure a special event policy with coverage up to one million dollars per occurrence and pyrotechnics endorsement to cover the period of this event.

SECTION 9 - REPORTS

Section 9 is amended to add Section 9(B)

Section 9(B)

The Organization shall maintain separate accounts and records for the event.

The Organization shall furnish the Jefferson Parish Council with a narrative report within 30 days of the event. Said report shall detail all costs incurred and revenue generated from the event.

It is further agreed and understood that the language in this Amendment shall supersede any language to the contrary contained in the Agreement and that all other terms and conditions of the Agreement shall remain the same, unchanged and in full force and effect.

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

WITNESSES:

Gail LeNormand

Ann H. Hudry

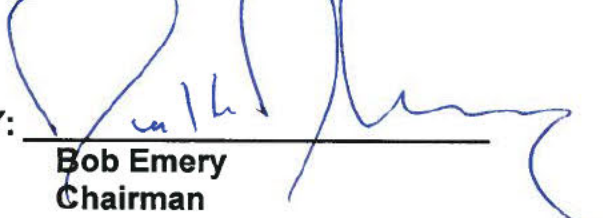
Gail LeNormand

Ann H. Hudry

JEFFERSON PARISH

BY: 
Christopher L. Roberts
Council Chairman

PATRONS OF LAFRENIERE PARK, INC.

BY: 
Bob Emery
Chairman



JEFFERSON PARISH
DEPARTMENT OF THE PARISH ATTORNEY

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JOHN F. YOUNG, JR.
PARISH PRESIDENT

DEBORAH CUNNINGHAM FOSHEE
PARISH ATTORNEY

E. ROSS BUCKLEY, JR.
DEPUTY PARISH ATTORNEY

EDWARD S. RAPIER, JR.
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. 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: Amendment No. 2 to the CEA with Patrons of Lafreniere Park, Inc., to permit the Patrons of Lafreniere Park, Inc. to have a Jefferson Parish Independence Day Celebration "Uncle Sam Jam" at Lafreniere Park on Wednesday, July 3, 2013. The Parish agrees that it shall provide funding in the amount of \$20,000.00.

Parish Council Approval: Resolution No. 120967 adopted May 15, 2013.

DEBORAH CUNNINGHAM FOSHEE
Parish Attorney, Jefferson Parish

Sworn to and subscribed before me,
Notary Public on the 11 day of
June, 2013.

Signature
Johanna E. Lambert

Printed Name
BAR # 33227

Notary or Bar Roll Number

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

RESOLUTION NO. 120967

A resolution ratifying Amendment No. 2 to the Cooperative Endeavor Agreement between the Parish of Jefferson and **Patrons of Lafreniere Park, Inc.**, which was ratified by Resolution No. 119361, to permit the Patrons of Lafreniere Park, Inc. to have a Jefferson Parish Independence Day Celebration "Uncle Sam Jam" at Lafreniere Park on Wednesday, July 3, 2013. (Council District 4)

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 organization, corporation or individuals; and,

WHEREAS, the Jefferson Parish Council ratified, by Resolution No. 119361, a Cooperative Endeavor Agreement with Patrons of Lafreniere Park, Inc. for the purpose of enhancing the recreational facilities at Lafreniere Park for the benefit of all citizens of Jefferson Parish, consistent with the powers granted in the Jefferson Parish Charter §1.01 (15); and,

WHEREAS, the Jefferson Parish Council ratified, by Resolution No. 120581, Amendment No. 1 to the Cooperative Endeavor Agreement for the Patrons of Lafreniere Park, Inc. to stage a spring concert series; and,

WHEREAS, the Cooperative Endeavor Agreement provided that the Patrons of Lafreniere Park, Inc. could and would perform various fundraising events for the purposes of raising money for Lafreniere; and,

WHEREAS, Patrons of Lafreniere Park, Inc. proposes to have a Jefferson Parish Independence Day Celebration "Uncle Sam Jam" as a fundraiser; and,

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

NOW, THEREFORE, BE IT RESOLVED by the Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. That Amendment No. 2 to the Cooperative Endeavor Agreement between the Parish of Jefferson and Patrons of Lafreniere Park, Inc., which was ratified by Resolution No. 119361, to permit the Patrons of Lafreniere Park, Inc. to have Jefferson Parish Independence Day Celebration "Uncle Sam Jam" at Lafreniere Park on Wednesday, July 3, 2013 is hereby ratified.

SECTION 2. That funding in the amount of \$20,000 shall be charged to Account No. 44530-4007-7680 (45311.400).

SECTION 3. That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, be and they are, hereby 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: 6

NAYS: None

ABSENT: (1) Templet

The resolution was declared to be adopted on this the 15th day of May, 2013.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY


EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

AMENDMENT NUMBER 3
TO THE
COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE PARISH OF JEFFERSON
AND
PATRONS OF LAFRENIERE PARK, INC.

This Amendment No. 3 to the Cooperative Endeavor Agreement, (hereafter the "Amendment") is made and entered into on this 31st day of October, 2013, by and between the Parish of Jefferson, Louisiana, by and through the Parish Council, hereinafter called Parish, represented by Christopher L. Roberts, Council Chairman, duly authorized to act pursuant to Resolution No 121718 adopted on October 2, 2013, and Patrons of Lafreniere Park, Inc., a 501(C)3 not-for-profit corporation, Federal ID No. 72-1376349, hereinafter called Organization (may also be referred to as the Contracting Party), represented by, _____, its _____.

WHEREAS, the Jefferson Parish Council ratified, by Resolution No. 119361, a Cooperative Endeavor Agreement with Patrons of Lafreniere Park, Inc. for the purpose of enhancing the recreational facilities at Lafreniere Park for the benefit of all citizens of Jefferson Parish, consistent with the powers granted in the Jefferson Parish Charter §1.01 (15); and,

WHEREAS, the Jefferson Parish Council ratified, by Resolution No. 120581, Amendment No. 1 to the Cooperative Endeavor Agreement for the Patrons of Lafreniere Park, Inc. to stage a spring concert series; and,

WHEREAS, the Jefferson Parish Council ratified, by Resolution No. 120967, Amendment No. 2 to have a Jefferson Parish Independence Day Celebration "Uncle Sam Jam" as a fundraiser in 2013; and,

WHEREAS, the Cooperative Endeavor Agreement provided that the Patrons of Lafreniere Park, Inc. could and would perform various fundraising events for the purposes of raising money for Lafreniere; and,

WHEREAS, Patrons of Lafreniere Park, Inc. proposes to have a Fall Concert Series "Lafreniere Live," as a fundraiser; and,

WHEREAS, Parish has a reasonable expectation of receiving the benefit of fundraising for Park which is at least equivalent to the use of Park facilities as described in the 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 parties working together;

NOW, THEREFORE, the Parish and the Organization hereby agree as follows:

SECTION 1- SERVICES

Section 1 is amended to add a Section 1(C) to read as follows:

SECTION 1(C)

The Organization shall, in accordance with its charter and by-laws, sponsor a Fall Concert Series "Lafreniere Live."

The Organization shall be responsible for the booking of all talent, concessions and all other activities and events associated with the concert series. Additionally, Organization shall be responsible for obtaining all permits from the Department of Inspection and Code Enforcement, the Jefferson Parish Sheriff's Office, Jefferson Parish Fire Department, Lafreniere Park and from the State of Louisiana Office of Alcohol Beverage Control in order to allow the sale of beverages, food, beer, and liquor; the erection of tents; and to allow live music until 8:30 p. m. (provided that the Parish noise ordinance is observed in all cases), in connection therewith.

The Organization shall be allowed to hire outside contractors for operational functions of the concert series; however, the Organization shall assume and be responsible for all costs and expenses, including, but not limited to insurance and taxes, associated with the hiring of any such contractors pursuant to this section. The Organization shall assure that any and all outside contractors have and maintain insurance as required by the Parish.

The Parish agrees that it shall provide funding in the amount of \$20,000.00, to support this fundraiser.

The net proceeds from the concert series shall be segregated and shall, unless otherwise agreed to by the Parish, be used to help fund future concert series at the Park.

The parish shall provide the stage for these concerts through its eastbank mobile staging contract.

SECTION 2 – TERM OF AGREEMENT

Section 2 is amended to add Section 2(C)

Section 2(C)

The term for this Amendment shall run concurrently with the term of the Agreement, unless sooner terminated as provided in Sections 3, 4 and 17.

SECTION 9 - REPORTS

Section 9 is amended to add Section 9(C)

Section 9(C)

The Organization shall maintain separate accounts and records for the event.

The Organization shall furnish the Jefferson Parish Council with a narrative report within 30 days of the event. Said report shall detail all costs incurred and revenue generated from the event.

It is further agreed and understood that the language in this Amendment shall supersede any language to the contrary contained in the Agreement and that all other terms and conditions of the Agreement shall remain the same, unchanged and in full force and effect.

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

WITNESSES:


Norma Lewis
Alshon Parker

Norma Lewis
Alshon Parker

JEFFERSON PARISH

BY: 
Christopher L. Roberts
Council Chairman

PATRONS OF LAFRENIERE PARK, INC.

BY: 
representative PATRONS of LAFRENIERE PARK

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

RESOLUTION NO. 121718

A resolution ratifying Amendment No. 3 to the Cooperative Endeavor Agreement between the Parish of Jefferson and **Patrons of Lafreniere Park, Inc.** (Council District 4)

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 organization, corporation or individuals; and,

WHEREAS, the Jefferson Parish Council ratified, by Resolution No. 119361, a Cooperative Endeavor Agreement with Patrons of Lafreniere Park, Inc. for the purpose of enhancing the recreational facilities at Lafreniere Park for the benefit of all citizens of Jefferson Parish, consistent with the powers granted in the Jefferson Parish Charter §1.01 (15); and,

WHEREAS, the Jefferson Parish Council ratified, by Resolution No. 120581, Amendment No. 1 to the Cooperative Endeavor Agreement for the Patrons of Lafreniere Park, Inc. to stage a spring concert series; and,

WHEREAS, the Jefferson Parish Council ratified, by Resolution No. 120967, Amendment No. 2 to the Cooperative Endeavor Agreement for the Patrons of Lafreniere Park, Inc. to have Jefferson Parish Independence Day Celebration "Uncle Sam Jam" at Lafreniere Park on Wednesday, July 3, 2013; and,

WHEREAS, the Cooperative Endeavor Agreement provided that the Patrons of Lafreniere Park, Inc. could and would perform various fundraising events for the purposes of raising money for Lafreniere; and,

WHEREAS, Patrons of Lafreniere Park, Inc. proposes to host a fall concert series as a fundraiser; and,

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these 21950-2650-7443

NOW, THEREFORE, BE IT RESOLVED by the Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. That Amendment No. 3 to the Cooperative Endeavor Agreement between the Parish of Jefferson and Patrons of Lafreniere Park, Inc., permitting them to hold a fall concert series is hereby ratified.

SECTION 2. That funding in the amount up to \$20,000 shall be charged to Account No. 21950-2650-7443.

SECTION 3. That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, be and they are, hereby 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 2nd day of October, 2013.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY



EULA A. LOPEZ
PARISH CLERK

JEFFERSON PARISH COUNCIL

**AMENDMENT NUMBER 4
TO THE
COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE PARISH OF JEFFERSON
AND
PATRONS OF LAFRENIERE PARK, INC.**

This Amendment No. 4 to the Cooperative Endeavor Agreement, (hereafter the "Amendment") is made and entered into on this 16th day of April, 2014, by and between the Parish of Jefferson, Louisiana, by and through the Parish Council, hereinafter called Parish, represented by Elton M. Lagasse, Council Chairman, duly authorized to act pursuant to Resolution No. 122678, adopted on April 9, 2014, and Patrons of Lafreniere Park, Inc., a 501(C)3 not-for-profit corporation, Federal ID No. 72-1376349, hereinafter called Organization (may also be referred to as the Contracting Party), represented by, Bob Emery, its Chairman.

WHEREAS, on September 11, 2012 the Parish and the Organization entered into a Cooperative Agreement (hereinafter the "Agreement"), authorized by Council Resolution No. 119361; and

WHEREAS, the stated public purpose of the Agreement is described as: To provide enhanced recreational facilities at Lafreniere Park (hereafter, "Park") for the benefit of all citizens of Jefferson Parish, consistent with the powers granted in the Jefferson Parish Charter §1.01 (15); and

WHEREAS, pursuant to the Agreement the Organization is authorized to engage in fundraising events for the purposes of raising money for contributions for capital improvements and recreational programming at the Park; and

WHEREAS, Organization desires to sponsor a spring concert series for the purposes of raising funds to provide public support to Park and to enhance the recreational programming at the Park; and

WHEREAS, Parish has a reasonable expectation of receiving the benefit of fundraising for Park which is at least equivalent to the use of Park facilities as described in the 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 parties working together;

NOW, THEREFORE, the Parish and the Organization hereby agree as follows:

SECTION 1- SERVICES

Section 1 is amended to add a Section 1(D), as follows:

SECTION 1(D)

The Organization shall, in accordance with its charter and by-laws, sponsor a spring concert series to be held at Park during the months of April and May on Thursday evenings. The concerts shall be on the following evenings: April 17th, April 24th, May 8th, May 15th, May 22nd, and May 29th, 2014.

The Organization shall be responsible for the booking of all talent, concessions and all other activities and events associated with the concert series. Parish shall allow Organization to have food trucks operating from Lafreniere Park in relation to this event. Additionally, Organization shall be responsible for obtaining all permits from the Department of Inspection and Code Enforcement, the Jefferson Parish Sheriff's Office, Jefferson Parish Fire Department, Lafreniere Park and from the State of Louisiana Office of Alcohol Beverage Control in order to allow the sale of beverages, food, beer, and liquor the erection of tents; and to allow live music until 9:00 p.m. (provided that the Parish noise ordinance is observed in all cases), in connection therewith.

The Organization shall be allowed to hire outside contractors for operational functions of the concert series; however, the Organization shall assume and be responsible for all costs and expenses, including, but not limited to insurance and taxes, associated with the hiring of any such contractors pursuant to this section. The Organization shall

assure that any and all outside contractors have and maintain insurance as required by the Parish.

The Parish agrees that it shall provide funding in the amount of \$15,000 for the 2014 Spring Concert Series.

The net proceeds from the concert series shall be segregated and shall, unless otherwise agreed to by the Parish, be used to help fund future concert series at the Park.

In addition, the Organization shall, in accordance with its charter and by-laws, sponsor a Jefferson Parish Independence Day Celebration "Uncle Sam Jam" to be held at Park on or about July 3, 2014.

The Organization shall be responsible for the booking of all talent, concessions, fireworks display and all other activities and events associated with the event. Additionally, Organization shall be responsible for obtaining all permits from the Department of Inspection and Code Enforcement, the Jefferson Parish Sheriff's Office, Jefferson Parish Fire Department, Lafreniere Park and from the State of Louisiana Office of Alcohol Beverage Control in order to allow the sale of beverages, food, beer, and liquor the erection of tents; and to allow live music until 11:00 p.m. (provided that the Parish noise ordinance is observed in all cases), in connection therewith.

The Organization shall be allowed to hire outside contractors for operational functions of the event; however, the Organization shall assume and be responsible for all costs and expenses, including, but not limited to insurance and taxes, associated with the hiring of any such contractors pursuant to this section. The Organization shall assure that any and all outside contractors have and maintain insurance as required by the Parish.

The Parish agrees that it shall provide funding in the amount of \$20,000 for the 2014 "Uncle Sam Jam" with a fireworks display.

The net proceeds from the event shall be segregated and shall, unless otherwise agreed to by the Parish, be used to help fund future events at the Park.

SECTION 2 – TERM OF AGREEMENT

Section 2 is amended to add Section 2(D), as follows:

Section 2(D)

The term for this Amendment No. 4 shall run concurrently with the term of the Agreement, unless sooner terminated as provided in Sections 3, 4 and 17.

SECTION 8 - INSURANCE

Section 8 is amended to add the following:

Organization shall secure a special event policy with coverage up to one million dollars per occurrence and pyrotechnics endorsement to cover the 2014 Uncle Sam Jam Event.

SECTION 9 - REPORTS

Section 9 is amended to add Section 9(D), as follows:

Section 9(D)

The Organization shall maintain separate accounts and records for the 2014 spring concert series. The Organization shall furnish the Jefferson Parish Council with a narrative report within 30 days of the last concert of the 2014 spring concert series. Said report shall detail all costs incurred and revenue generated from the spring concert series.

In addition, the Organization shall furnish the Jefferson Parish Council with a narrative report within 30 days of the 2014 Jefferson Parish Independence Day Celebration "Uncle Sam Jam". Said report shall detail all costs incurred and revenue generated from the event.

It is further agreed and understood that the language in this Amendment shall supersede any language to the contrary contained in the Agreement and that all other terms and conditions of the Agreement shall remain the same, unchanged and in full force and effect.

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

WITNESSES:

Norma Lenev

Gail LeNormand

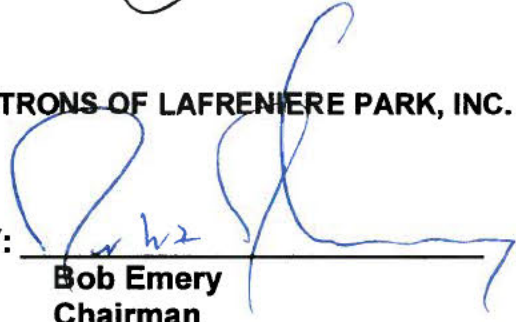
Sheir M. Gravins

W. Dan

JEFFERSON PARISH

BY: 
Elton M. Lagasse
Council Chairman

PATRONS OF LAFRENIERE PARK, INC.

BY: 
Bob Emery
Chairman



JEFFERSON PARISH
DEPARTMENT OF THE PARISH ATTORNEY

RUSH

WWW.JEFFPARISH.NET

JOHN F. YOUNG, JR.
PARISH PRESIDENT

DEBORAH CUNNINGHAM FOSHEE
PARISH ATTORNEY

E. ROSS BUCKLEY, JR.
DEPUTY PARISH ATTORNEY

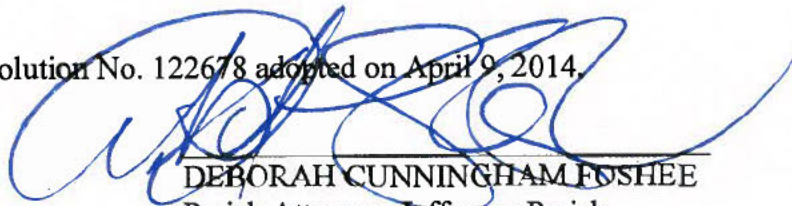
CERTIFICATION

EDWARD S. RAPIER, JR.
DEPUTY PARISH ATTORNEY

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. 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 Amendment No. 4 to the CEA between Parish of Jefferson and Patrons of Lafreniere Park, Inc., to provide funding in the amount up to \$15,000.00 for the Spring 2014 concert series and up to \$20,000.00 for the 2014 Uncle Sam Jam Independence Day Celebration.

Parish Council Approval: Resolution No. 122678 adopted on April 9, 2014.


DEBORAH CUNNINGHAM FOSHEE
Parish Attorney, Jefferson Parish

Sworn to and subscribed before me,
Notary Public on the 16th day of
April, 2014.


Signature

Printed Name

Edward S. Rapier, Jr.
Notary Public
LA Bar No. 17898
Parish of Jefferson, State of LA
My Commission is issued for Life

Notary or Bar Roll Number

On joint motion of all Councilmembers present, the following resolution was offered as amended:

RESOLUTION NO. 122678

A resolution ratifying Amendment No. 4 to the Cooperative Endeavor Agreement between the Parish of Jefferson and **Patrons of Lafreniere Park, Inc.** (Council District 4)

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 organization, corporation or individuals; and,

WHEREAS, the Jefferson Parish Council ratified, by Resolution No. 119361, a Cooperative Endeavor Agreement with Patrons of Lafreniere Park, Inc. for the purpose of enhancing the recreational facilities at Lafreniere Park for the benefit of all citizens of Jefferson Parish, consistent with the powers granted in the Jefferson Parish Charter §1.01 (15); and,

WHEREAS, the Jefferson Parish Council ratified, by Resolution No. 120581, Amendment No. 1 to the Cooperative Endeavor Agreement for the Patrons of Lafreniere Park, Inc. to stage a spring concert series in 2013; and,

WHEREAS, the Jefferson Parish Council ratified, by Resolution No. 120967, Amendment No. 2 to the Cooperative Endeavor Agreement for the Patrons of Lafreniere Park, Inc. to have Jefferson Parish Independence Day Celebration "Uncle Sam Jam" at Lafreniere Park on Wednesday, July 3, 2013; and,

WHEREAS, the Jefferson Parish Council ratified, by Resolution No. 12178, Amendment No. 3 to the Cooperative Endeavor Agreement for the Patrons of Lafreniere Park, Inc. to stage a fall concert series in 2013; and,

WHEREAS, the Cooperative Endeavor Agreement provided that the Patrons of Lafreniere Park, Inc. could and would perform various fundraising events for the purposes of raising money for Lafreniere Park; and,

WHEREAS, Patrons of Lafreniere Park, Inc. proposes to host another spring concert series in 2014 as a fundraiser as well as another Jefferson Parish Independence Day Celebration "Uncle Sam Jam" at Lafreniere Park in 2014; and,

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

NOW, THEREFORE, BE IT RESOLVED by the Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. That Amendment No. 4 to the Cooperative Endeavor Agreement between the Parish of Jefferson and Patrons of Lafreniere Park, Inc., permitting them to hold a spring 2014 concert series on April 17th, April 24th, May 8th, May 15th, May 22nd, and May 29th, 2014; and a Jefferson Parish Independence Day Celebration "Uncle Sam Jam" on or about July 3rd, 2014, is hereby ratified.

SECTION 2. That funding in the amount up to \$15,000 for the Spring 2014 concert series shall be charged in the amount up to \$11,270 to Account No. 44530-4007-7680 (45311.400) and to Account No. 21950-2650-7443 in the amount up to \$3,730; and that funding in the amount up to \$20,000 for the 2014 Uncle Sam Jam Independence Day Celebration shall be charged to Account No. 21950-2650-7443.

SECTION 3. That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, be and they are, hereby 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 9th day of April, 2014

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY


EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

AMENDMENT NUMBER 5
TO THE
COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE PARISH OF JEFFERSON
AND
PATRONS OF LAFRENIERE PARK, INC.

This Amendment No. 5 to the Cooperative Endeavor Agreement, (hereafter the "Amendment") is made and entered into on this 13th day of June, 2014, by and between the Parish of Jefferson, Louisiana, by and through the Parish Council, hereinafter called Parish, represented by Elton M. Lagasse, Council Chairman, duly authorized to act pursuant to Resolution No. 123030, adopted on June 11, 2014, and Patrons of Lafreniere Park, Inc., a 501(C)3 not-for-profit corporation, Federal ID No. 72-1376349, hereinafter called Organization (may also be referred to as the Contracting Party), represented by, Bob Emery, its Chairman.

WHEREAS, on September 11, 2012 the Parish and the Organization entered into a Cooperative Agreement (hereinafter the "Agreement"), authorized by Council Resolution No. 119361; and

WHEREAS, the stated public purpose of the Agreement is described as: To provide enhanced recreational facilities at Lafreniere Park (hereafter, "Park") for the benefit of all citizens of Jefferson Parish, consistent with the powers granted in the Jefferson Parish Charter §1.01 (15); and

WHEREAS, pursuant to the Agreement the Organization is authorized to engage in fundraising events for the purposes of raising money for contributions for capital improvements and recreational programming at the Park; and

WHEREAS, Organization desires to sponsor an independence Day Celebration named "Uncle Sam Jam" at Lafreniere Park on July 3, 2014; and

WHEREAS, Parish has a reasonable expectation of receiving the benefit of fundraising for Park which is at least equivalent to the use of Park facilities as described in the 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 parties working together;

NOW, THEREFORE, the Parish and the Organization hereby agree as follows:

SECTION 1- SERVICES

Section 1(D) is amended to read as follows:

SECTION 1(D)

The Organization shall, in accordance with its charter and by-laws, sponsor a spring concert series to be held at Park during the months of April and May on Thursday evenings. The concerts shall be on the following evenings: April 17th, April 24th, May 8th, May 15th, May 22nd, and May 29th, 2014.

The Organization shall be responsible for the booking of all talent, concessions and all other actives and events associated with the concert series. Parish shall allow Organization to have food trucks operating from Lafreniere Park in relation to this event. Additionally, Organization shall be responsible for obtaining all permits from the Department of Inspection and Code Enforcement, the Jefferson Parish Sheriff's Office, Jefferson Parish Fire Department, Lafreniere Park and from the State of Louisiana Office of Alcohol Beverage Control in order to allow the sale of beverages, food, beer, and liquor the erection of tents; and to allow live music until 9:00 p.m. (provided that the Parish noise ordinance is observed in all cases), in connection therewith.

The Organization shall be allowed to hire outside contractors for operational functions of the concert series; however, the Organization shall assume and be responsible for all costs and expenses, including, but not limited to insurance and taxes, associated with the hiring of any such contractors pursuant to this section. The Organization shall assure that any and all outside contractors have and maintain insurance as required by the Parish.

The Parish agrees that it shall provide funding in the amount of \$15,000 for the 2014 Spring Concert Series.

The net proceeds from the concert series shall be segregated and shall, unless otherwise agreed to by the Parish, be used to help fund future concert series at the Park.

In addition, the Organization shall, in accordance with its charter and by-laws, sponsor a Jefferson Parish Independence Day Celebration "Uncle Sam Jam" to be held at Park on or about July 3, 2014.

The Organization shall be responsible for the booking of all talent, concessions, fireworks display and all other actives and events associated with the event. Additionally, Organization shall be responsible for obtaining all permits from the Department of Inspection and Code Enforcement, the Jefferson Parish Sheriff's Office, Jefferson Parish Fire Department, Lafreniere Park and from the State of Louisiana Office of Alcohol Beverage Control in order to allow the sale of beverages, food, beer, and liquor the erection of tents; and to allow live music until 11:00 p.m. (provided that the Parish noise ordinance is observed in all cases), in connection therewith. Parish shall allow Organization to have food trucks operating from Lafreniere Park in relation to this event.

The Organization shall be allowed to hire outside contractors for operational functions of the event; however, the Organization shall assume and be responsible for all costs and expenses, including, but not limited to insurance and taxes, associated with the hiring of any such contractors pursuant to this section. The Organization shall assure that any and all outside contractors have and maintain insurance as required by the Parish.

The Parish agrees that it shall provide funding in the amount up to \$45,000 for the 2014 "Uncle Sam Jam" Celebration with a fireworks display.

The net proceeds from the event shall be segregated and shall, unless otherwise agreed to by the Parish, be used to help fund future events at the Park.

It is further agreed and understood that the language in this Amendment shall supersede any language to the contrary contained in the Agreement or prior Amendments, and that all other terms and conditions of the Agreement shall remain the same, unchanged and in full force and effect.

This Amendment No. 5 is executed in 4 originals on the day, month, and year first above written.

WITNESSES:

JEFFERSON PARISH

Lowell Bunnell
Robt. D. Chustiano

BY: *Elton M. Lagasse*
Elton M. Lagasse
Council Chairman

PATRONS OF LAFRENIERE PARK, INC.

Ann B. Cardwell
Sherrill M. Garingo

BY: *Bob Emery*
Bob Emery
Chairman



JEFFERSON PARISH
DEPARTMENT OF THE PARISH ATTORNEY

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JOHN F. YOUNG, JR.
PARISH PRESIDENT

DEBORAH CUNNINGHAM FOSHEE
PARISH ATTORNEY

E. ROSS BUCKLEY, JR.
DEPUTY PARISH ATTORNEY

EDWARD S. RAPIER, JR.
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. 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 Amendment No. 5 to the CEA between the Parish of Jefferson and Patrons of Lafreniere Park, Inc., for additional funding in the amount up to \$25,000.00 for a maximum total amount of \$45,000.00 and permission to have food trucks for the Jefferson Parish Independence Day Celebration Uncle Sam Jam on July 3, 2014.

Parish Council Approval: Resolution No. 123030 adopted June 11, 2014.

DEBORAH CUNNINGHAM FOSHEE
Parish Attorney, Jefferson Parish

Sworn to and subscribed before me,
Notary Public on the 12 day of
June, 2014.

Linda Hewlett

Signature Linda Hewlett

Printed Name LA 33889

Notary or Bar Roll Number

On joint motion of all Councilmembers present, the following resolution was offered:

RESOLUTION NO. 123030 ✓

A resolution ratifying Amendment No. 5 to the Cooperative Endeavor Agreement between the Parish of Jefferson and Patrons of Lafreniere Park, Inc. (Council District 4)

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 organization, corporation or individuals; and,

WHEREAS, the Jefferson Parish Council ratified, by Resolution No. 119361, a Cooperative Endeavor Agreement with Patrons of Lafreniere Park, Inc. for the purpose of enhancing the recreational facilities at Lafreniere Park for the benefit of all citizens of Jefferson Parish, consistent with the powers granted in the Jefferson Parish Charter §1.01 (15); and,

WHEREAS, the Jefferson Parish Council ratified, by Resolution No. 120581, Amendment No. 1 to the Cooperative Endeavor Agreement for the Patrons of Lafreniere Park, Inc. to stage a spring concert series in 2013; and,

WHEREAS, the Jefferson Parish Council ratified, by Resolution No. 120967, Amendment No. 2 to the Cooperative Endeavor Agreement for the Patrons of Lafreniere Park, Inc. to have Jefferson Parish Independence Day Celebration "Uncle Sam Jam" at Lafreniere Park on Wednesday, July 3, 2013; and,

WHEREAS, the Jefferson Parish Council ratified, by Resolution No. 12178, Amendment No. 3 to the Cooperative Endeavor Agreement for the Patrons of Lafreniere Park, Inc. to stage a fall concert series in 2013; and,

WHEREAS, the Jefferson Parish Council ratified, by Resolution No. 122678, Amendment No. 4 to the Cooperative Endeavor Agreement for the Patrons of Lafreniere Park, Inc. to stage another spring concert series in 2014 as a fundraiser as well as another Jefferson Parish Independence Day Celebration "Uncle Sam Jam" at Lafreniere Park in 2014; and,

WHEREAS, the Cooperative Endeavor Agreement provided that the Patrons of Lafreniere Park, Inc. could and would perform various fundraising events for the purposes of raising money for Lafreniere Park; and,

WHEREAS, this Council wishes to provide additional funding to the Patrons of Lafreniere Park, Inc. for the 2014 "Uncle Sam Jam" at Lafreniere Park for pyrotechnics and other additional expenses, and to grant permission to the Patrons to have food trucks associated with this event; and,

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

NOW, THEREFORE, BE IT RESOLVED by the Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. That Amendment No. 5 to the Cooperative Endeavor Agreement between the Parish of Jefferson and Patrons of Lafreniere Park, Inc., for additional funding and permission to have food trucks for the Jefferson Parish Independence Day Celebration "Uncle Sam Jam" on July 3rd, 2014 is hereby ratified.

SECTION 2. That additional funding in the amount up to \$25,000 for a maximum total amount of \$45,000 for the 2014 Uncle Sam Jam Independence Day Celebration shall be charged to Account No. 21950-2650-7443.

SECTION 3. That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, be and they are, hereby 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 11th day of June, 2014.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY


EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

**AMENDMENT NUMBER 6
TO THE
COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE PARISH OF JEFFERSON
AND
PATRONS OF LAFRENIERE PARK, INC.**

This Amendment No. 6 to the Cooperative Endeavor Agreement, (hereafter the "Amendment") is made and entered into on this 1st day of July, 2014, by and between the Parish of Jefferson, Louisiana, by and through the Parish Council, hereinafter called Parish, represented by Elton M. Lagasse, Council Chairman, duly authorized to act pursuant to Resolution No. 123071, adopted on June 25, 2014, and Patrons of Lafreniere Park, Inc., a 501(C)3 not-for-profit corporation, Federal ID No. 72-1376349, hereinafter called Organization (may also be referred to as the Contracting Party), represented by, Bob Emery, its Chairman.

WHEREAS, on September 11, 2012 the Parish and the Organization entered into a Cooperative Agreement (hereinafter the "Agreement"), authorized by Council Resolution No. 119361; and

WHEREAS, the stated public purpose of the Agreement is described as: To provide enhanced recreational facilities at Lafreniere Park (hereafter, "Park") for the benefit of all citizens of Jefferson Parish, consistent with the powers granted in the Jefferson Parish Charter §1.01 (15); and

WHEREAS, pursuant to the Agreement the Organization is authorized to engage in fundraising events for the purposes of raising money for contributions for capital improvements and recreational programming at the Park; and

WHEREAS, Organization desires to sponsor an independence Day Celebration named "Uncle Sam Jam" at Lafreniere Park on July 3, 2014; and

WHEREAS, Parish has a reasonable expectation of receiving the benefit of fundraising for Park which is at least equivalent to the use of Park facilities as described in the 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 parties working together;

NOW, THEREFORE, the Parish and the Organization hereby agree as follows:

SECTION 1- SERVICES

That the following paragraph shall be added to the end of Section 1(D):

SECTION 1(D)

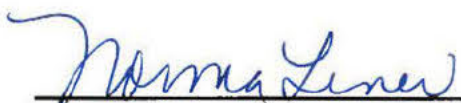

ORGANIZATION is hereby authorized to sell "Uncle Sam Jam" t-shirts at the event, with all net proceeds going to the park and will be used to refurbish those necessary repair and maintenance projects within Lafreniere Park. PARISH agrees to promote the Uncle Sam Jam event and the sale of t-shirts on JPTV through July 3, 2014.

It is further agreed and understood that the language in this Amendment shall supersede any language to the contrary contained in the Agreement or prior Amendments, and that all other terms and conditions of the Agreement shall remain the same, unchanged and in full force and effect.

This Amendment No. 6 is executed in 4 originals on the day, month, and year first above written.

WITNESSES:

JEFFERSON PARISH

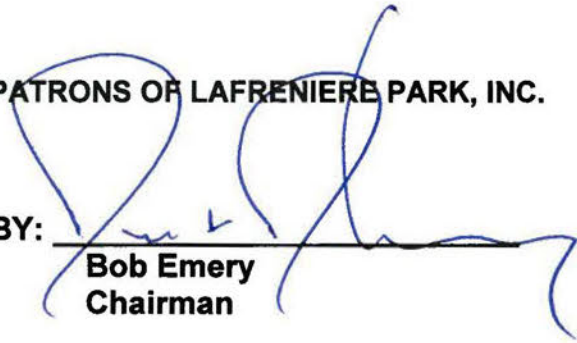



BY: 
Elton M. Lagasse
Council Chairman

PATRONS OF LAFRENIERE PARK, INC.

Shen M. Givings
V. Fontelle

BY:


Bob Emery
Chairman



**JEFFERSON PARISH
DEPARTMENT OF THE PARISH ATTORNEY**

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**JOHN F. YOUNG, JR.
PARISH PRESIDENT**

**DEBORAH CUNNINGHAM FOSHEE
PARISH ATTORNEY**

**E. ROSS BUCKLEY, JR.
DEPUTY PARISH ATTORNEY**

CERTIFICATION

**EDWARD S. RAPIER, JR.
DEPUTY PARISH ATTORNEY**

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. 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: Amendment No. 6 to the Cooperative Endeavor Agreement with Patrons of Lafreniere Park, Inc. to allow the sale of Uncle Sam Jam t-shirts at the event, and allow for the promotion of Uncle Sam Jam on JPTV.

Parish Council Approval: Resolution No. 123071 adopted on the 25th day of June, 2014

DEBORAH CUNNINGHAM FOSHEE
Parish Attorney, Jefferson Parish

Sworn to and subscribed before me,
Notary Public on the 9 day of
July 2014.

Signature

Printed Name

Notary or Bar Roll Number

E. Ross Buckley, Jr.
Notary Public
LA Bar No. 3627
Parish of Jefferson, State of LA
My Commission is Issued for Life

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

RESOLUTION NO. 123071

A resolution ratifying Amendment No. 6 to the Cooperative Endeavor Agreement between the Parish of Jefferson and **Patrons of Lafreniere Park, Inc.** to allow the sale of Uncle Sam Jam t-shirts at the event, and allow for the promotion of Uncle Sam Jam on JPTV. (Council District 4)

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 organization, corporation or individuals; and,

WHEREAS, the Jefferson Parish Council ratified, by Resolution No. 119361, a Cooperative Endeavor Agreement with Patrons of Lafreniere Park, Inc. for the purpose of enhancing the recreational facilities at Lafreniere Park for the benefit of all citizens of Jefferson Parish, consistent with the powers granted in the Jefferson Parish Charter §1.01 (15); and,

WHEREAS, the Jefferson Parish Council ratified, by Resolution No. 120581, Amendment No. 1 to the Cooperative Endeavor Agreement for the Patrons of Lafreniere Park, Inc. to stage a spring concert series in 2013; and,

WHEREAS, the Jefferson Parish Council ratified, by Resolution No. 120967, Amendment No. 2 to the Cooperative Endeavor Agreement for the Patrons of Lafreniere Park, Inc. to have Jefferson Parish Independence Day Celebration "Uncle Sam Jam" at Lafreniere Park on Wednesday, July 3, 2013; and,

WHEREAS, the Jefferson Parish Council ratified, by Resolution No. 12178, Amendment No. 3 to the Cooperative Endeavor Agreement for the Patrons of Lafreniere Park, Inc. to stage a fall concert series in 2013; and,

WHEREAS, the Jefferson Parish Council ratified, by Resolution No. 122678, Amendment No. 4 to the Cooperative Endeavor Agreement for the Patrons of Lafreniere Park, Inc. to stage another spring concert series in 2014 as a fundraiser as well as another Jefferson Parish Independence Day Celebration "Uncle Sam Jam" at Lafreniere Park in 2014; and,

WHEREAS, the Jefferson Parish Council ratified, by Resolution No. 123030, Amendment No. 5 to the Cooperative Endeavor Agreement for the Patrons of Lafreniere Park, Inc. to allow Food Trucks at the Uncle Sam Jam event and provide additional funding for a maximum not to exceed amount of \$45,000.00; and,

WHEREAS, the Cooperative Endeavor Agreement provided that the Patrons of Lafreniere Park, Inc. could and would perform various fundraising events for the purposes of raising money for Lafreniere Park; and,

WHEREAS, this Council wishes to allow Patrons to sell Uncle Sam Jam t-shirts with all net proceeds going to maintenance and repairs within Lafreniere Park; and,

WHEREAS, the Council wishes to allow the Public Information Office to promote Uncle Sam Jam and the sale of t-shirts on JPTV; and

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

NOW, THEREFORE, BE IT RESOLVED by the Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. That Amendment No. 6 to the Cooperative Endeavor Agreement between the Parish of Jefferson and Patrons of Lafreniere Park, Inc., which allows the sale of "Uncle Sam Jam" t-shirts and the promotion of Uncle Sam Jam and the sale of t-shirts on JPTV, is hereby ratified.

SECTION 2. That no additional funding is associated with this Amendment.

SECTION 3. That all net proceeds from the sale of t-shirts shall go to necessary repairs and maintenance within Lafreniere Park.

SECTION 4. That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, be and they are, hereby 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 25th day of June, 2014.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY



EULA A. LOPEZ
PARISH CLERK

JEFFERSON PARISH COUNCIL

Attachment C

Cooperative Endeavor
Agreement, dated
05/18/2015
with
Amendments Nos.1-10



Cooperative Endeavor Agreement

Between

The Parish of Jefferson
And
Patrons of Lafreniere Park, Inc.

This Agreement is made and entered into on this 10th day of July 2015, by and between the Parish of Jefferson, Louisiana, by and through the Parish Council, hereinafter called the PARISH, represented by Elton M. Lagasse, Council Chairman, duly authorized to act pursuant to Ordinance/Resolution No. 123029, adopted on June 11, 2014, and Patrons of Lafreniere Park, Inc., a 501(C)3 not-for-profit corporation, Federal ID No. 72-1376349, hereinafter called ORGANIZATION (may also be referred to as the Contracting Party), represented by Robert Emery, its Chairman.

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 ORGANIZATION, corporation or individuals; and

WHEREAS, The PARISH is authorized by Section 1.01(15) of the Jefferson Parish Charter to enter into this Agreement to develop and administer a system of parish parks, playgrounds, recreation programs, libraries, museums, and other recreation and cultural facilities and programs.

WHEREAS, the public purpose of the Project is described as: To provide enhanced recreational facilities at Lafreniere Park (hereafter, "Park") for the benefit of all citizens of Jefferson Parish, consistent with the powers granted in the Jefferson Parish Charter §1.01 (15); and

WHEREAS, PARISH and ORGANIZATION have cooperated in the past and PARISH desires to continue this cooperation with ORGANIZATION in the implementation of the services as hereinafter provided; and

WHEREAS, ORGANIZATION is a private, non-profit corporation that was organized exclusively for the charitable purposes of providing public support to Park, which support is provided through the solicitation of community support and contributions for capital improvements and recreational programming at the Park; and

WHEREAS, ORGANIZATION has agreed to perform various fundraising events for the purposes of raising money for contributions for capital improvements and recreational programming at the Park; and

WHEREAS, under the terms of charter and by-laws of ORGANIZATION, the net funds so raised are to be expended on public improvements contributions for capital improvements and recreational programming at the Park; and

WHEREAS, the parties to this Agreement desire the public confidence in such endeavors be maintained at the highest levels; and

WHEREAS, the parties to this Agreement desire that Park be a recreational facility of the highest quality; and

WHEREAS, the PARISH has a reasonable expectation of receiving a benefit or value of an improved park, better fund raising for capital projects at the park, and recreational programming at the park which is at least equivalent to the use of the park by ORGANIZATION for these benefits, events, and programming provided for 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 parties working together; and

WHEREAS, PARISH desires to cooperate with the ORGANIZATION in the implementation of the Project as hereinafter provided;

NOW, THEREFORE, the PARISH and ORGANIZATION hereby agree as follows:

1.0 – Services – The ORGANIZATION shall, in accordance with its charter and by-laws, provide funding to PARISH for capital improvements and recreational programming at the Park.

PARISH shall have the exclusive authority to determine the capital projects for the Park and shall be the final authority for determining both the economic and aesthetic value for all proposed capital improvement projects. The ORGANIZATION shall not engage in any fundraising activity for any project which has not been approved by PARISH, however, ORGANIZATION may organize and specify that the proceeds of a specific fundraising activity which it conducts shall be dedicated to a certain project, which project has been previously approved by the governing authority of Park.

PARISH shall have the exclusive authority to determine the recreational programming for the Park and shall be the final authority for determining both the economic and aesthetic value for all proposed recreational programming. The ORGANIZATION shall not engage in any fundraising activity for any project which has not been approved by PARISH, however, ORGANIZATION may organize and specify that the proceeds of a specific fundraising activity which it conducts shall be dedicated to a certain recreational program, which project has been previously approved by the governing authority of Park.

PARISH agrees that it will provide ORGANIZATION annually with a list of proposed projects, programming or other items for which PARISH is making a funding request. This list shall be in order of the priorities set by PARISH. The parties may, however, during the fiscal year, by mutual agreement, depart from the list and priority ranking.

PARISH shall provide, pursuant to the terms of this Agreement, ORGANIZATION use of Lafreniere Park facilities (FACILITIES), including but not limited to, Lafreniere Park Pavilion and Lafreniere Park Concession Stand.

Fundraising activities conducted by ORGANIZATION at FACILITIES shall be subject to the approval of PARISH. ORGANIZATION shall propose a list of fundraising events, the parties may, however, during the fiscal year, by mutual agreement, depart from the listed fundraising events. PARISH may, at its option, request ORGANIZATION provide a written proposal for any particular fundraising event. Under no circumstances shall a fundraising event last for more than one (1) year.

ORGANIZATION shall reimburse the Park for additional operational expenses incurred in connection with its fundraising activities at the same cost per man power that is charged to all other corporations, organizations, or individuals utilizing Park services and/or facilities.

ORGANIZATION, at its option, and subject to Parish approval, will be allowed to hire outside contractors to assist ORGANIZATION in fundraising activities in lieu of utilizing Park personnel; however, ORGANIZATION shall assume and be responsible for all costs and expenses, including, but not limited to insurance and taxes, associated with the hiring of any such contractors pursuant to this section. ORGANIZATION must provide PARISH with advance notice of its intention to hire such outside contractors and provide PARISH with all documents required of PARISH contractors prior to PARISH approval of said outside contractors

The parties agree that all Park physical improvements and Park equipment purchased by the ORGANIZATION shall become the property of Park; Park will assume all rights of full ownership and shall be responsible for maintenance and operation of said property. Exclusive of labor costs for Park personnel, as set forth supra, ORGANIZATION shall have the right of use for public purpose, without rental or service charge, of any equipment, furniture and fixtures that it purchased for Park and unless such equipment, furniture, and fixtures has been reserved, scheduled, or booked by another corporation, organization, or individual at the time of the request of the

ORGANIZATION for use, ORGANIZATION shall have the first right of such use for public purpose.

2.0 – Term of Agreement - The term for this Agreement shall commence on July 25, 2014 and shall continue in effect until midnight of July 24, 2016, unless sooner terminated as provided in Paragraphs 4 and 5.

3.0 – Termination for Cause - The PARISH may terminate this Agreement for cause based upon the failure of ORGANIZATION to comply with the terms and/or conditions of the Agreement; provided that the PARISH shall give ORGANIZATION written notice specifying ORGANIZATION's failure. If within thirty (30) days after receipt of such notice, ORGANIZATION shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the PARISH may, at its option, place ORGANIZATION in default and the Agreement shall terminate on the date specified in such notice. The PARISH may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the ORGANIZATION to comply with the terms and conditions of this Agreement; provided that the PARISH shall give the ORGANIZATION written notice specifying the ORGANIZATION's failure and a reasonable opportunity for the ORGANIZATION to cure the defect.

4.0 – Termination for Convenience - The PARISH may terminate the Agreement at any time by giving thirty (30) days written notice to ORGANIZATION. Upon receipt of notice, ORGANIZATION shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this Agreement.

4.1 – The ORGANIZATION shall be entitled to payment for deliverables in progress to the extent work has been performed satisfactorily.

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

6.0 – Independent Contractor - ORGANIZATION 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 ORGANIZATION 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 PARISH and ORGANIZATION. The parties hereto acknowledge and agree that PARISH 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 ORGANIZATION; or
- d) pay workman's compensation insurance premiums for coverage for ORGANIZATION.
- e) ORGANIZATION 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.

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

7.0 – Indemnification - The PARISH, its agents and employees shall not be liable for any loss, damage, injuries, or other casualty of whatsoever kind or by whomsoever caused, to the person or property of anyone (including ORGANIZATION), arising out of or resulting from ORGANIZATION'S providing services under this Agreement, whether apparent or hidden, or from the installation, existence, use, maintenance, condition, repair, alteration, removal, or replacement of any equipment used in the provision of said services, its agents or employees, and the ORGANIZATION hereby agrees to indemnify and hold the PARISH, its agent and employees, harmless from and against all claims, demands, liabilities, suits or actions (including all reasonable expenses and attorneys' fees incurred by or imposed on the PARISH in connection therewith) for any such loss, damage, injury or other casualty.

7.1 – ORGANIZATION also agrees to pay all reasonable expenses and attorneys' fees incurred by the PARISH in connection with the provisions of this SECTION.

8.0 – Insurance - ORGANIZATION shall secure and maintain at its expense such insurance that will protect it, and the PARISH, 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 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 PARISH. All notices will name ORGANIZATION, and identify the Council Resolution approving the terms of the contract. The PARISH may examine the policies at any time and without notice.

8.1 – All Policies and Certificates of Insurance of the Organization Shall Contain the Following Clauses:

- a) ORGANIZATION Insurers will have no right of recovery or subrogation against the PARISH, 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.
- b) The PARISH shall be named as additional insured as regards to general liability with respect to negligence by ORGANIZATION.
- c) The insurance company(ies) issuing the policy or policies shall have no recourse against the Parish of Jefferson for Payment of any premiums or for assessments under any form of policy.
- d) Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of ORGANIZATION.
- e) ORGANIZATION 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 the ORGANIZATION.

8.2 - Prior to the execution of this Agreement ORGANIZATION, shall provide at its own expense, proof of the following insurance coverage required by the contract to the PARISH 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.

- a) In the event ORGANIZATION 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 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.
- b) Commercial General Liability Insurance with a Combined Single Limit of at least \$1,000,000.00 per occurrence for bodily injury and property damage.

- c) This insurance coverage shall include coverage for bodily injury and property damage.
- d) In the event ORGANIZATION 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.
- e) No insurance required herein shall include a deductible greater than \$10,000.00. The cost of the deductible shall be borne by the ORGANIZATION.
- f) Umbrella Liability coverage or excess liability coverage may be used to meet the minimum requirements.

8.3 - All policies of insurance shall meet the requirements of the PARISH prior to the commencing of any work. The PARISH 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 the PARISH as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the PARISH, ORGANIZATION shall promptly obtain a new policy, submit the same to the PARISH for approval and submit a certificate thereof as provided above.

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

9.0 - Reports - ORGANIZATION 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 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 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.

10.0 - Cost and Collection Records - The PARISH shall be entitled to audit the books, documents, papers and records of ORGANIZATION and any subcontractors which are reasonably related to this Agreement.

10.1 - ORGANIZATION 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 PARISH, and copies thereof shall be furnished if requested.

11.0 - 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:

PARISH:	Elton M. Lagasse COUNCIL CHAIRMAN Jefferson Parish Council 200 Derbigny Street, Suite 6200 Gretna, La. 70053 Phone No.: (504) 364-2626
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CC: Deborah Cunningham Foshee
Parish Attorney
Parish Attorney's Office
200 Derbigny Street – Suite 5200
Gretna Louisiana 70053
Phone No.: (504)364.3822

ORGANIZATION: Chad Pitfield, Chairman
Patrons of Lafreniere Park, Inc.
3000 Downs Blvd.
Metairie, LA 70003
(504) 884-7218

12.0 – 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 ORGANIZATION as to the services to be performed hereunder without the written consent of the PARISH.

13.0 – Legal Compliance - The PARISH and the ORGANIZATION 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.

14.0 – Employment of Parish Personnel - ORGANIZATION 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.

15.0 – Covenant against Contingent Fees - The ORGANIZATION warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the ORGANIZATION, 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 the ORGANIZATION 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, the PARISH shall have the right to annul this Agreement without liability or, in PARISH'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.

16.0 – Discrimination Clause - The ORGANIZATION agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. ORGANIZATION agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by ORGANIZATION, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

17.0 – 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 the PARISH 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 the ORGANIZATION, its successors or assigns for any further payments.

18.0 – 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 ORGANIZATION 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.

19.0 – 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.

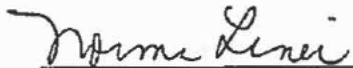
20.0 – Entire Agreement - This Agreement constitutes the entire Agreement between the PARISH and ORGANIZATION, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both PARISH, through its Council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

21.0 – 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 this chapter. Every parish contract and every bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program shall contain a statement that the corporation, partnership, or person understands and will abide by all provisions of this chapter.

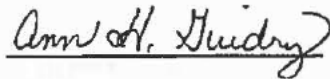
21.1 - This Agreement is executed in 4 originals on the day, month, and year first above written.

WITNESSES:

PARISH OF JEFFERSON



BY: 
Elton M. Lagasse
COUNCIL CHAIRMAN



WITNESSES:

PATRONS OF LAFRENIERE PARK, INC.



BY: 
Chad Pitfield
CHAIRMAN

Charlotte Ritchie



JEFFERSON PARISH
DEPARTMENT OF THE PARISH ATTORNEY

WWW.JEFFPARISH.NET

JOHN F. YOUNG, JR.
PARISH PRESIDENT

DEBORAH CUNNINGHAM FOSHEE
PARISH ATTORNEY

E. ROSS BUCKLEY, JR.
DEPUTY PARISH ATTORNEY

EDWARD S. KAPIER, JR.
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. 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 Cooperative Endeavor Agreement with Patrons of Lafreniere Park, Inc. to use the Lafreniere Park Pavilion and/or other areas of the Park in order to conduct its fundraising activities for no cost to the Parish.

Parish Council Approval: Resolution No. 123029 adopted on the 11th day of June, 2014.

[Handwritten signature of Deborah Cunningham Foshee]
DEBORAH CUNNINGHAM FOSHEE
Parish Attorney, Jefferson Parish

Sworn to and subscribed before me,
Notary Public on the 30 day of
June, 2014.

[Handwritten signature of E. Ross Buckley, Jr.]
Signature

E. Ross Buckley, Jr.
Notary Public
Printed Name LA Bar No. 3827
Parish of Jefferson, State of LA
Notary or Bar Roll Number

JOSEPH S. YENNI BLDG - 1221 ELMWOOD PARK BLVD - SUITE 701 - JEFFERSON, LA 70123 OFFICE 504.736.6300 - FAX 504.736.6307
GENERAL GOVERNMENT BLDG - 200 DERRIGNY ST - SUITE 5200 - P O BOX 9 - GRETN, LOUISIANA 70054 - OFFICE 504.364.3822 FAX 504.364.2673

On joint motion of all Councilmembers present, the following resolution was offered:

RESOLUTION NO. 123029

A resolution ratifying the Cooperative Endeavor Agreement between the Parish of Jefferson and Patrons of Lafreniere Park, Inc. to use the Lafreniere Park Pavilion and/or other areas of the Park in order to conduct its fundraising activities for no cost to the Parish. (Council District 4)

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 organization, corporation or individuals; and

WHEREAS, the public purpose of the Cooperative Endeavor Agreement is described as: To provide enhanced recreational facilities at Lafreniere Park for the benefit of all citizens of Jefferson Parish, consistent with the powers granted in the Jefferson Parish Charter §1.01 (15); and

WHEREAS, Jefferson Parish and Patrons of Lafreniere Park, Inc. have cooperated in the past with a Cooperative Endeavor Agreement; and

WHEREAS, Patrons of Lafreniere Park, Inc. is a private, non-profit corporation that was organized exclusively for the charitable purposes of providing public support to Lafreniere Park which support is provided through the solicitation of community support and contributions for capital improvements to Lafreniere Park; and

WHEREAS, Patrons of Lafreniere Park, Inc. has agreed to perform various fundraising events for the purposes of raising money for Lafreniere Park; and

WHEREAS, under the terms of charter and by-laws of Patrons of Lafreniere Park, Inc., the net funds so raised are to be expended on Lafreniere Park; and

WHEREAS, the PARISH has a reasonable expectation of receiving a benefit or value of an improved park, better fund raising for capital projects at the park, and recreational programming at the park which is at least equivalent to the use of the park by ORGANIZATION for these benefits, events, and programming provided for 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 parties working together.

NOW, THEREFORE, BE IT RESOLVED by the Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. The Cooperative Endeavor Agreement with Patrons of Lafreniere Park, Inc. to use the Lafreniere Park Pavilion and/or other areas of the Park in order to conduct its fundraising activities is hereby ratified.

SECTION 2. That there is no cost to the Parish for this Cooperative Endeavor Agreement.

SECTION 3. That the net funds received from all fundraising activities under this Agreement are to be expended on Lafreniere Park.

SECTION 4. That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, be and they are, hereby 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

This resolution was declared to be adopted on this the 11th day of June, 2014.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY


EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

AMENDMENT NUMBER 1
TO THE
COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE PARISH OF JEFFERSON
AND
PATRONS OF LAFRENIERE PARK, INC.

This Amendment No. 1 to the Cooperative Endeavor Agreement, (hereafter the "Amendment") is made and entered into on this ~~12th~~ day of June, 2015, by and between the Parish of Jefferson, Louisiana, by and through the Parish Council, hereinafter called PARISH, represented by Christopher L. Roberts, Council Chairman, duly authorized to act pursuant to Resolution No. 125101, adopted on the 10th day of June, 2015, and Patrons of Lafreniere Park, Inc., a 501(C)3 not-for-profit corporation, Federal ID No. 72-1376349, hereinafter called ORGANIZATION, represented by, Chad Pitfield, its Chairman.

WHEREAS, PARISH and ORGANIZATION entered into a Cooperative Endeavor Agreement (hereinafter the "Agreement"), authorized by Council Resolution No. 123029 adopted on June 11, 2014; and

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 organization, corporation or individuals; and

WHEREAS, PARISH is authorized by Section 1.01(15) of the Jefferson Parish Charter to enter into this Amendment to develop and administer a system of PARISH parks, playgrounds, recreation programs, libraries, museums, and other recreation and cultural facilities and programs; and

WHEREAS, the public purpose of the Project is described as to provide enhanced recreational facilities at Lafreniere Park (hereafter, "Park") for the benefit of all citizens of Jefferson Parish; and

WHEREAS, PARISH has a reasonable expectation of receiving the benefit of increased tourism and economic growth for Jefferson Parish, which is at least equivalent to the \$150,000.00 provided for in this Amendment; and

WHEREAS, ORGANIZATION proposes to have a Jefferson Parish Independence Day Celebration "Uncle Sam Jam" as a fundraiser; and

WHEREAS, PARISH wishes to allow ORGANIZATION to sell Uncle Sam Jam t-shirts with all net proceeds going to maintenance and repairs within Lafreniere Park; and

WHEREAS, PARISH wishes to allow the Public Information Office to promote Uncle Sam Jam and the sale of t-shirts on JPTV; 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 parties working together; and

WHEREAS, PARISH desires to cooperate with the ORGANIZATION in the implementation of the Project as hereinafter provided.

NOW, THEREFORE, PARISH and ORGANIZATION hereby agree as follows:

SECTION 1.0- SERVICES

Section 1.0 shall be amended to add the following:

"ORGANIZATION shall, in accordance with its charter and by-laws, sponsor a Jefferson Parish Independence Day Celebration 'Uncle Sam Jam' to be held at Park on or about July 3, 2015.

ORGANIZATION shall be responsible for the booking of all talent, concessions, fireworks display and all other activities and events associated with the event. Additionally, ORGANIZATION shall be responsible for obtaining all permits from the Department of Inspection and Code Enforcement, the Jefferson

Parish Sheriff's Office, Jefferson Parish Fire Department, Lafreniere Park and from the State of Louisiana Office of Alcohol Beverage Control in order to allow the sale of beverages, food, beer, and liquor, and the erection of tents; and to allow live music until 11:00 p.m. (provided that the Parish noise ordinance is observed in all cases), in connection therewith.

ORGANIZATION shall be allowed to hire outside contractors for operational functions of the event; however, ORGANIZATION shall assume and be responsible for all costs and expenses, including, but not limited to insurance and taxes, associated with the hiring of any such contractors pursuant to this section. ORGANIZATION shall assure that any and all outside contractors have and maintain insurance as required by the PARISH.

ORGANIZATION is hereby authorized to sell 'Uncle Sam Jam' t-shirts at the event, with all net proceeds going to the Park and shall be used to refurbish any necessary repair and maintenance projects within Park.

PARISH agrees that it shall provide funding in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) for the 2015 'Uncle Sam Jam' event with a fireworks display.

PARISH agrees to promote the 'Uncle Sam Jam' event and the sale of t-shirts on JPTV through July 3, 2015.

The net proceeds from the event shall be segregated and shall, unless otherwise agreed to by PARISH, be used to help fund future events at the Park."

SECTION 8.0 - INSURANCE

Section 8.2 shall be amended to add the following:

"g) ORGANIZATION shall secure a special event policy with coverage up to One Million Dollars (1,000,000.00) per occurrence and pyrotechnics endorsement to cover the 2015 'Uncle Sam Jam' event."

SECTION 9.0 - REPORTS

Section 9.0 shall be amended to add the following:

"ORGANIZATION shall maintain separate accounts and records for the 2015 'Uncle Sam Jam' event.

ORGANIZATION shall furnish the Jefferson Parish Council with a narrative report within 30 days of the 2015 Jefferson Parish Independence Day Celebration 'Uncle Sam Jam' event. Said report shall detail all costs incurred and revenue generated from the event."

It is further agreed and understood that the language in this Amendment shall supersede any language to the contrary contained in the Agreement and that all other terms and conditions of the Agreement shall remain the same, unchanged and in full force and effect.

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

WITNESSES:

JEFFERSON PARISH

Marie Lenoir

BY: *Paul Johnston*
Christopher L. Roberts
~~**COUNCIL CHAIRMAN**~~

Paul LeNormand

PAUL D. JOHNSTON
VICE-CHAIRMAN, JEFFERSON PARISH COUNCIL
PATRONS OF LAFRENIERE PARK, INC.

Deborah Langley

BY: *Chad Pitfield*
Chad Pitfield
CHAIRMAN

Paul B. ...



JEFFERSON PARISH
DEPARTMENT OF THE PARISH ATTORNEY

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JOHN F. YOUNG, JR.
PARISH PRESIDENT

DEBORAH CUNNINGHAM FOSHEE
PARISH ATTORNEY

E. ROSS BUCKLEY, JR.
DEPUTY PARISH ATTORNEY

EDWARD S. RAPIER, JR.
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. 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 ratifying Amendment No. 1 to the Cooperative Endeavor Agreement between the Parish of Jefferson and **Patrons of Lafreniere Park, Inc.** to provide funding in an amount not to exceed \$150,000.00 for the "Uncle Sam Jam" event on July 3, 2015 and for related matters.

Parish Council Approval: Resolution No. 125101 adopted on June 10, 2015.

[Handwritten Signature]
DEBORAH CUNNINGHAM FOSHEE
Parish Attorney, Jefferson Parish

Sworn to and subscribed before me,
Notary Public on the 12th day of
June, 2015.

[Handwritten Signature]
Signature

Edward S. Rapier, Jr.
Notary Public
LA Bar No. 17898

Printed Name

Parish of Jefferson, State of LA
My Commission is issued for Life

Notary or Bar Roll Number

JOSEPH S. YENNI BLDG - 1221 ELMWOOD PARK BLVD - SUITE 701 - JEFFERSON, LA 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 **091**

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

RESOLUTION NO. 125101

A resolution ratifying Amendment No. 1 to the Cooperative Endeavor Agreement between the Parish of Jefferson and **Patrons of Lafreniere Park, Inc.** to provide funding in an amount not to exceed \$150,000.00 for the "Uncle Sam Jam" event on July 3, 2015 and for related matters. (Council District 2, 4, 5)

WHEREAS, the Parish of Jefferson and Patrons of Lafreniere Park, Inc. entered into a Cooperative Endeavor Agreement, authorized by Council Resolution No. 123029 adopted on June 11, 2014; and

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 organization, corporation or individuals; and

WHEREAS, the Parish of Jefferson is authorized by Section 1.01(15) of the Jefferson Parish Charter to enter into this Amendment to develop and administer a system of Parish parks, playgrounds, recreation programs, libraries, museums, and other recreation and cultural facilities and programs; and

WHEREAS, the public purpose of the Project is described as to provide enhanced recreational facilities at Lafreniere Park for the benefit of all citizens of Jefferson Parish; and

WHEREAS, the Parish of Jefferson has a reasonable expectation of receiving the benefit of increased tourism and economic growth for Jefferson Parish, which is at least equivalent to the \$150,000.00 provided for in this Amendment; and

WHEREAS, Patrons of Lafreniere Park, Inc. proposes to have a Jefferson Parish Independence Day Celebration "Uncle Sam Jam" as a fundraiser; and

WHEREAS, Jefferson Parish wishes to allow Patrons to sell Uncle Sam Jam t-shirts with all net proceeds going to maintenance and repairs within Lafreniere Park; and

WHEREAS, Jefferson Parish wishes to allow the Public Information Office to promote Uncle Sam Jam and the sale of t-shirts on JPTV; 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 parties working together.

NOW, THEREFORE, BE IT RESOLVED by the Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. That Amendment No. 1 to the Cooperative Endeavor Agreement between the Parish of Jefferson and Patrons of Lafreniere Park, Inc., to provide funding in an amount not to exceed \$150,000.00 for the "Uncle Sam Jam" event on July 3, 2015 and for related matters, is hereby ratified.

SECTION 2. That \$140,000.00 of the costs shall be charged to Account No. 22030-2764-126-7680. Five Thousand (\$5,000.00) shall be charged to Account No. 22030-2762-126-7680. Five Thousand (\$5,000.00) shall be charged to Account No. 22030-2765-126-7680.

SECTION 3. That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, is hereby 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: 6

NAYS: None

ABSENT: (1) Roberts

The resolution was declared to be adopted on this the 10th day of June, 2015.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY



EULA A. LOPEZ
PARISH CLERK

JEFFERSON PARISH COUNCIL

**AMENDMENT NUMBER 2
TO THE
COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE PARISH OF JEFFERSON
AND
PATRONS OF LAFRENIERE PARK, INC.**

This Amendment No. 2 to the Cooperative Endeavor Agreement, (hereafter the "Amendment") is made and entered into on this 8TH day of OCTOBER, 2015, by and between the Parish of Jefferson, Louisiana, by and through the Parish Council, hereinafter called PARISH, represented by Christopher L. Roberts, Council Chairman, duly authorized to act pursuant to Resolution No. 125146, adopted on the 23 day of September, 2015, and Patrons of Lafreniere Park, Inc., a 501(C)3 not-for-profit corporation, Federal ID No. 72-1376349, hereinafter called ORGANIZATION, represented by, Chad Pitfield, its Chairman.

WHEREAS, PARISH and ORGANIZATION entered into a Cooperative Endeavor Agreement (hereinafter the "Agreement"), authorized by Council Resolution No. 123029 adopted on June 11, 2014; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 1 to said Agreement, authorized by Council Resolution No. 125101 adopted on June 10, 2015; and

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 organization, corporation or individuals; and

WHEREAS, PARISH is authorized by Section 1.01(15) of the Jefferson Parish Charter to enter into this Amendment to develop and administer a system of PARISH parks, playgrounds, recreation programs, libraries, museums, and other recreation and cultural facilities and programs; and

WHEREAS, the public purpose of the Project is described as to provide enhanced recreational facilities at Lafreniere Park (hereafter, "Park") for the benefit of all citizens of Jefferson Parish; and

WHEREAS, PARISH has a reasonable expectation of receiving the benefit of increased tourism and economic growth for Jefferson Parish, which is at least equivalent to the \$7,500.00 provided for in this Amendment; and

WHEREAS, ORGANIZATION proposes to sponsor a "Night Out Against Crime" event at Lafreniere park on October 11, 2015; and

WHEREAS, PARISH wishes to provide funding to ORGANIZATION in an amount not to exceed Seven Thousand Five Hundred dollars (\$7,500.00) to defray the costs of providing live music at said event; 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 parties working together; and

WHEREAS, PARISH desires to cooperate with the ORGANIZATION in the implementation of the Project as hereinafter provided.

NOW, THEREFORE, PARISH and ORGANIZATION hereby agree as follows:

SECTION 1.0- SERVICES

Section 1.0 shall be amended to add the following:

"ORGANIZATION shall, in accordance with its charter and by-laws, sponsor a Jefferson Parish "Night Out Against Crime" event to be held at Lafreniere Park on or about October 11, 2015.

ORGANIZATION shall be responsible for the booking of all talent, concessions and all other activities and events associated with the event. Additionally, ORGANIZATION shall be responsible for obtaining all permits from

the Department of Inspection and Code Enforcement, the Jefferson Parish Sheriff's Office, Jefferson Parish Fire Department, Lafreniere Park and from the State of Louisiana Office of Alcohol Beverage Control in order to allow the sale of beverages, food, beer, and liquor, and the erection of tents; and to allow live music until 11:00 p.m. (provided that the Parish noise ordinance is observed in all cases), in connection therewith.

ORGANIZATION shall be allowed to hire outside contractors for operational functions of the event; however, ORGANIZATION shall assume and be responsible for all costs and expenses, including, but not limited to insurance and taxes, associated with the hiring of any such contractors pursuant to this section. ORGANIZATION shall assure that any and all outside contractors have and maintain insurance as required by the PARISH.

PARISH agrees that it shall provide funding in the amount not to exceed Seven Thousand Five Hundred dollars (\$7,500.00) for the performance of live music at the 2015 'Night Out Against Crime' event.

Any net proceeds from the event shall be segregated and shall, unless otherwise agreed to by PARISH, be used to help fund future events at the Park."

SECTION 9.0 - REPORTS

Section 9.0 shall be amended to add the following:

"ORGANIZATION shall maintain separate accounts and records for the 2015 'Night Out Against Crime' event.

ORGANIZATION shall furnish the Jefferson Parish Council with a narrative report within 30 days of the 2015 Night Out Against Crime event. Said report shall detail all costs incurred and revenue generated from the event."

It is further agreed and understood that the language in this Amendment shall supersede any language to the contrary contained in the Agreement and that all other terms and conditions of the Agreement shall remain the same, unchanged and in full force and effect.

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

WITNESSES:

Norma L. Lewis

Ann H. Hudry

Lesa P. Augellard

Allison H. Langley

JEFFERSON PARISH

BY:

Christopher L. Roberts
**CHRISTOPHER L. ROBERTS
COUNCIL CHAIRMAN**

PATRONS OF LAFRENIERE PARK, INC.

BY:

Chad Pitfield
**CHAD PITFIELD
CHAIRMAN**



JEFFERSON PARISH
DEPARTMENT OF THE PARISH ATTORNEY

WWW.JEFFPARISH.NET

JOHN F. YOUNG, JR.
PARISH PRESIDENT

DEBORAH CUNNINGHAM FOSHEE
PARISH ATTORNEY

E. ROSS BUCKLEY, JR.
DEPUTY PARISH ATTORNEY

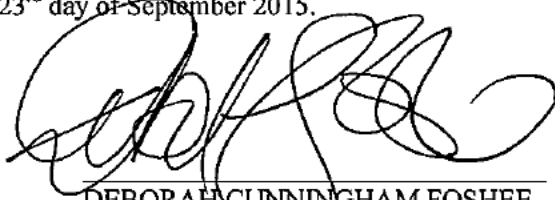
EDWARD S. RAPIER, JR.
DEPUTY PARISH ATTORNEY

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. 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 Amendment No. 2 to the Cooperative Endeavor Agreement between the Parish of Jefferson and Patrons of Lafreniere Park, Inc. to provide funding in an amount not to exceed Seven Thousand Five Hundred dollars (\$7,500.00) for live music for the "Night Out Against Crime" event on October 11, 2015; and to provide for related matters.

Parish Council Approval: Resolution No.125746 adopted on 23rd day of September 2015.


DEBORAH CUNNINGHAM FOSHEE
Parish Attorney, Jefferson Parish

Sworn to and subscribed before me,
Notary Public on the 6 day of

October, 2015

Signature

Printed Name

Notary or Bar Roll Number

E. Ross Buckley, Jr.
Notary Public
LA Bar No.3627
Parish of Jefferson, State of LA
My Commission is issued for Life

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

RESOLUTION NO. 125746

A resolution ratifying Amendment No. 2 to the Cooperative Endeavor Agreement between the Parish of Jefferson and **Patrons of Lafreniere Park, Inc.** to provide funding in an amount not to exceed Seven Thousand Five Hundred dollars (\$7,500.00) for live music for the "Night Out Against Crime" event on October 11, 2015; and to provide for related matters. (Council District 4)

WHEREAS, the Parish of Jefferson and Patrons of Lafreniere Park, Inc. entered into a Cooperative Endeavor Agreement, authorized by Council Resolution No. 123029 adopted on June 11, 2014; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 1 to said Agreement, authorized by Council Resolution No. 125101 adopted on June 10, 2015; and

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 organization, corporation or individuals; and

WHEREAS, PARISH is authorized by Section 1.01(15) of the Jefferson Parish Charter to enter into this Amendment to develop and administer a system of PARISH parks, playgrounds, recreation programs, libraries, museums, and other recreation and cultural facilities and programs; and

WHEREAS, the public purpose of the Project is described as to provide enhanced recreational facilities at Lafreniere Park (hereafter, "Park") for the benefit of all citizens of Jefferson Parish; and

WHEREAS, PARISH has a reasonable expectation of receiving the benefit of increased tourism and economic growth for Jefferson Parish, which is at least equivalent to the \$7,500.00 provided for in this Amendment; and

WHEREAS, ORGANIZATION proposes to sponsor a "Night Out Against Crime" event at Lafreniere park on October 11, 2015; and

WHEREAS, PARISH wishes to provide funding to ORGANIZATION in an amount not to exceed Seven Thousand Five Hundred dollars (\$7,500.00) to defray the costs of providing live music at said event; 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 parties working together; and

WHEREAS, PARISH desires to cooperate with the ORGANIZATION in the implementation of the Project as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED by the Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. That Amendment No. 2 to the Cooperative Endeavor Agreement between the Parish of Jefferson and Patrons of Lafreniere Park, Inc., to provide funding in an amount not to exceed Seven Thousand Five Hundred dollars (\$7,500.00) for the "Night Out Against Crime" event on October 11, 2015 and for related matters, is hereby ratified.

SECTION 2. That all costs associated with this Agreement shall be charged to Account No. 22030-2764-126-7680.176.

SECTION 3. That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, is hereby 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: 6

NAYS: None

ABSENT: (1) Roberts

The resolution was declared to be adopted on this the 23th day of September, 2015.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY



**EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL**

AMENDMENT NUMBER 3
TO THE
COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE PARISH OF JEFFERSON
AND
PATRONS OF LAFRENIERE PARK, INC.

This Amendment No. 3 to the Cooperative Endeavor Agreement, (hereafter the "Amendment") is made and entered into on this 3rd day of MARCH, 2016, by and between the Parish of Jefferson, Louisiana, by and through the Parish Council, hereinafter called PARISH, represented by Cynthia Lee-Sheng, Council Chairwoman, duly authorized to act pursuant to Resolution No. 126596, adopted on the 17th day of February, 2016, and Patrons of Lafreniere Park, Inc., a 501(C)3 not-for-profit corporation, Federal ID No. 72-1376349, hereinafter called ORGANIZATION, represented by, Chad Pitfield, its Chairman.

WHEREAS, PARISH and ORGANIZATION entered into a Cooperative Endeavor Agreement (hereinafter the "Agreement"), authorized by Council Resolution No. 123029 adopted on June 11, 2014; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 1 to said Agreement, authorized by Council Resolution No. 125101 adopted on June 10, 2015; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 2 to said Agreement, authorized by Council Resolution No. 125746 adopted on September 3, 2015; and

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 organization, corporation or individuals; and

WHEREAS, PARISH is authorized by Section 1.01(15) of the Jefferson Parish Charter to enter into this Amendment to develop and administer a system of PARISH parks, playgrounds, recreation programs, libraries, museums, and other recreation and cultural facilities and programs; and

WHEREAS, the public purpose of the Project is described as to provide enhanced recreational facilities at Lafreniere Park (hereafter, "Park") for the benefit of all citizens of Jefferson Parish; and

WHEREAS, PARISH has a reasonable expectation of receiving the benefit of increased tourism and economic growth for Jefferson Parish, which is at least equivalent to the \$150,900.00 provided for in this Amendment; and

WHEREAS, ORGANIZATION proposes to sponsor a "Kickoff to Carnival" event at Lafreniere Park; and

WHEREAS, PARISH wishes to provide funding to ORGANIZATION in an amount not to exceed Nine Hundred dollars (\$900.00) to defray the costs of providing signs for said event; and

WHEREAS, ORGANIZATION proposes to have a Jefferson Parish Independence Day Celebration "Uncle Sam Jam" as a fundraiser; and

WHEREAS, PARISH wishes to provide funding to ORGANIZATION in an amount not to exceed One Hundred and Fifty Thousand Dollars (\$150,000.00) for "Uncle Sam Jam"; and

WHEREAS, PARISH wishes to allow ORGANIZATION to sell Uncle Sam Jam t-shirts with all net proceeds going to maintenance and repairs within Lafreniere Park; and

WHEREAS, PARISH wishes to allow the Public Information Office to promote Uncle Sam Jam and the sale of t-shirts on JPTV; and

WHEREAS, PARISH wishes to allow food trucks at this event; 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 parties working together; and

WHEREAS, PARISH desires to cooperate with the ORGANIZATION in the implementation of the Project as hereinafter provided.

NOW, THEREFORE, PARISH and ORGANIZATION hereby agree as follows:

SECTION 1.0- SERVICES

Section 1.0 shall be amended to add the following:

“ORGANIZATION shall, in accordance with its charter and by-laws, sponsor a Jefferson Parish “Kickoff to Carnival” event to be held at Lafreniere Park during the 2016 Carnival season and shall provide and place signage promoting this event.

ORGANIZATION shall, in accordance with its charter and by-laws, sponsor a Jefferson Parish Independence Day Celebration ‘Uncle Sam Jam’ to be held at Park on or about July 3, 2016.

ORGANIZATION shall be responsible for the booking of all talent, concessions and all other activities and events associated with the events. Additionally, ORGANIZATION shall be responsible for obtaining all permits from the Department of Inspection and Code Enforcement, the Jefferson Parish Sheriff’s Office, Jefferson Parish Fire Department, Lafreniere Park and from the State of Louisiana Office of Alcohol Beverage Control in order to allow the sale of beverages, food, beer, and liquor, and the erection of tents; and to allow live music until 11:00 p.m. (provided that the Parish noise ordinance is observed in all cases), in connection therewith.

ORGANIZATION shall be allowed to approve food trucks for ‘Uncle Sam Jam’ to be held at Park on or about July 3, 2016.

ORGANIZATION shall be allowed to hire outside contractors for operational functions of the events; however, ORGANIZATION shall assume and be responsible for all costs and expenses, including, but not limited to insurance and taxes, associated with the hiring of any such contractors pursuant to this section. ORGANIZATION shall assure that any and all outside contractors have and maintain insurance as required by the PARISH.

ORGANIZATION is hereby authorized to sell ‘Uncle Sam Jam’ t-shirts at the event, with all net proceeds going to the Park and shall be used to refurbish any necessary repair and maintenance projects within Park.

PARISH agrees that it shall provide funding in the amount not to exceed Nine Hundred dollars (\$900.00) for the signs for the 2016 ‘Kickoff to Carnival’ event.

PARISH agrees that it shall provide funding in an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00) for the 2016 “Uncle Sam Jam” event with a fireworks display.

PARISH agrees to promote the ‘Uncle Sam Jam’ event and the sale of t-shirts on JPTV through July 3, 2016.

Any net proceeds from these events shall be segregated and shall, unless otherwise agreed to by PARISH, be used to help fund future events at the Park.”

SECTION 8.0 - INSURANCE

Section 8.2 shall be amended to add the following:

“g) ORGANIZATION shall secure a special event policy with coverage up to One Million Dollars (\$1,000,000.00) per occurrence and pyrotechnics endorsement to cover the 2016 ‘Uncle Sam Jam’ event.”

SECTION 9.0 - REPORTS

Section 9.0 shall be amended to add the following:

“ORGANIZATION shall maintain separate accounts and records for the 2016 “Kickoff to Carnival” event.

“ORGANIZATION shall maintain separate accounts and records for the 2016 ‘Uncle Sam Jam’ event.

ORGANIZATION shall furnish the Jefferson Parish Council with a narrative report within 30 days of the 2016 Kickoff to Carnival event. Said report shall detail all costs incurred and revenue generated from the event.”

ORGANIZATION shall furnish the Jefferson Parish Council with a narrative report within 30 days of the 2016 Jefferson Parish Independence Day Celebration ‘Uncle Sam Jam’ event. Said report shall detail all costs incurred and revenue generated from the event.”

It is further agreed and understood that the language in this Amendment shall supersede any language to the contrary contained in the Agreement and that all other terms and conditions of the Agreement shall remain the same, unchanged and in full force and effect.

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

WITNESSES:

JEFFERSON PARISH

Norma Lincii

BY: Cynthia Lee-Sheng
Cynthia Lee-Sheng
COUNCIL CHAIRWOMAN

Gail LeNormand

PATRONS OF LAFRENIERE PARK, INC.

Emily Frened

BY: Chad Pitfield
Chad Pitfield
CHAIRMAN

Leshio Hebert



JEFFERSON PARISH

Office of the Parish Attorney

Michael S. Yenni
Parish President


Michael J. Power
Parish Attorney
Jeremy D. Dwyer
Deputy Parish Attorney

CERTIFICATION

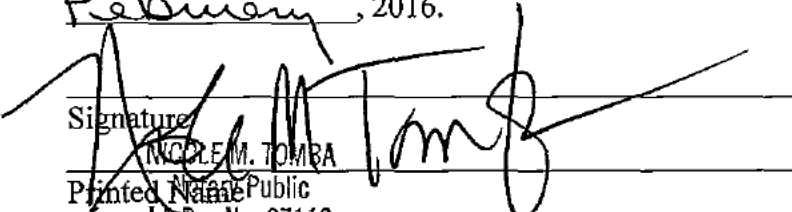
In compliance with Jefferson Parish Code of Ordinances § 2-890, I certify that the proposed contract described below has been reviewed by the Parish Attorney's Office and it is my legal opinion that the proposed contract complies with all current legal requirements for such contract under federal, state 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 Amendment No. 3 to the Cooperative Endeavor Agreement between the Parish of Jefferson and **Patrons of Lafreniere Park, Inc.** to provide funding in an amount not to exceed One Hundred Fifty Thousand and Nine Hundred dollars (\$150,900.00) for signs for the "Kickoff to Carnival" event and for the Jefferson Parish Independence Day Celebration "Uncle Sam Jam" on July 3, 2016; and to provide for related matters.

Parish Council Approval: Resolution No. 126526 adopted on 17th of February 2016.


Michael J. Power
Parish Attorney, Jefferson Parish

Sworn to and subscribed before me,
Notary Public on the 26th day of
February, 2016.


Signature
NICOLE M. TOMBA
Printed Name
Notary Public
LA Bar No. 27113

On motion of **Mr. Zahn**, seconded by **Ms. Lee-Sheng**, the following resolution was offered, as amended:

RESOLUTION NO. 126526

A resolution ratifying Amendment No. 3 to the Cooperative Endeavor Agreement between the Parish of Jefferson and **Patrons of Lafreniere Park, Inc.** to provide funding in an amount not to exceed One Hundred Fifty Thousand and Nine Hundred dollars (\$150,900.00) for signs for the "Kickoff to Carnival" event and for the Jefferson Parish Independence Day Celebration "Uncle Sam Jam" on July 3, 2016; and to provide for related matters. (Council District 4)

WHEREAS, the Parish of Jefferson and Patrons of Lafreniere Park, Inc. entered into a Cooperative Endeavor Agreement, authorized by Council Resolution No. 123029 adopted on June 11, 2014; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 1 to said Agreement, authorized by Council Resolution No. 125101 adopted on June 10, 2015; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 2 to said Agreement, authorized by Council Resolution No. 125746 adopted on September 3, 2015; and

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 organization, corporation or individuals; and

WHEREAS, PARISH is authorized by Section 1.01(15) of the Jefferson Parish Charter to enter into this Amendment to develop and administer a system of PARISH parks, playgrounds, recreation programs, libraries, museums, and other recreation and cultural facilities and programs; and

WHEREAS, the public purpose of the Project is described as to provide enhanced recreational facilities at Lafreniere Park (hereafter, "Park") for the benefit of all citizens of Jefferson Parish; and

WHEREAS, PARISH has a reasonable expectation of receiving the benefit of increased tourism and economic growth for Jefferson Parish, which is at least equivalent to the \$150,900.00 provided for in this Amendment; and

WHEREAS, ORGANIZATION proposes to sponsor a "Kickoff to Carnival" event at Lafreniere Park; and

WHEREAS, PARISH wishes to provide funding to ORGANIZATION in an amount not to exceed Nine Hundred dollars (\$900.00) to defray the costs of providing signs for said event; and

WHEREAS, ORGANIZATION proposes to have a Jefferson Parish Independence Day Celebration "Uncle Sam Jam" as a fundraiser; and

WHEREAS, PARISH wishes to provide funding to ORGANIZATION in an amount not to exceed One Hundred and Fifty Thousand Dollars (\$150,000.00) for "Uncle Sam Jam"; and

WHEREAS, PARISH wishes to allow ORGANIZATION to sell Uncle Sam Jam t-shirts with all net proceeds going to maintenance and repairs within Lafreniere Park; and

WHEREAS, PARISH wishes to allow the Public Information Office to promote Uncle Sam Jam and the sale of t-shirts on JPTV; and

WHEREAS, PARISH wishes to allow food trucks at this event; 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 parties working together; and

WHEREAS, PARISH desires to cooperate with the ORGANIZATION in the implementation of the Project as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED by the Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. Amendment No. 3 to the Cooperative Endeavor Agreement between the Parish of Jefferson and **Patrons of Lafreniere Park, Inc.** to provide funding in an amount not to exceed One Hundred Fifty Thousand and Nine Hundred dollars (\$150,900.00) for signs for the "Kickoff to Carnival" event and for the Jefferson Parish Independence Day Celebration "Uncle Sam Jam" on July 3, 2016; and for related matters, is hereby ratified.

SECTION 2. That all costs associated with this Agreement shall be charged to Account No. 22030-2764-126-7680.176 (20364.000).

SECTION 3. That food trucks be allowed to locate and operate in Lafreniere Park for the "Uncle Sam Jam" event on July 3, 2016 provided that they are first approved by the Patrons of Lafreniere Park, Inc.

SECTION 4. That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, is hereby 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 17th day of February, 2016.

AMENDMENT NUMBER 4
TO THE
COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE PARISH OF JEFFERSON
AND
PATRONS OF LAFRENIERE PARK, INC.

This Amendment No. 4 to the Cooperative Endeavor Agreement, (hereafter the "Amendment") is made and entered into on this 30th day of March, 2016, by and between the Parish of Jefferson, Louisiana, by and through the Parish Council, hereinafter called PARISH, represented by Cynthia Lee-Sheng, Council Chairwoman, duly authorized to act pursuant to Resolution No. 126659, adopted on the 2nd day of March, 2016, and Patrons of Lafreniere Park, Inc., a 501(C)3 not-for-profit corporation, Federal ID No. 72-1376349, hereinafter called ORGANIZATION, represented by, Chad Pitfield, its Chairman.

WHEREAS, PARISH and ORGANIZATION entered into a Cooperative Endeavor Agreement (hereinafter the "Agreement"), authorized by Council Resolution No. 123029 adopted on June 11, 2014; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 1 to said Agreement, authorized by Council Resolution No. 125101 adopted on June 10, 2015; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 2 to said Agreement, authorized by Council Resolution No. 125746 adopted on September 3, 2015; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 3 to said Agreement, authorized by Council Resolution No. 126526 adopted on February 17, 2016; and

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 organization, corporation or individuals; and

WHEREAS, PARISH is authorized by Section 1.01(15) of the Jefferson Parish Charter to enter into this Amendment to develop and administer a system of PARISH parks, playgrounds, recreation programs, libraries, museums, and other recreation and cultural facilities and programs; and

WHEREAS, the public purpose of the Project is described as to provide enhanced recreational facilities at Lafreniere Park (hereafter, "Park") for the benefit of all citizens of Jefferson Parish; and

WHEREAS, PARISH has a reasonable expectation of receiving the benefit of increased tourism and economic growth for Jefferson Parish, which is at least equivalent to the extension of time for use of the Park provided for in this Amendment; and

WHEREAS, the citizens of Jefferson Parish have benefitted and will continue to benefit from the efforts of these parties working together, and the Parish desires to extend the current agreement;

NOW, THEREFORE, PARISH and ORGANIZATION hereby agree as follows:

2.0 – Term of Agreement

Section 2.0 shall be amended to add the following:

"The term for this Agreement shall continue in effect until midnight of July 24, 2018, unless sooner terminated as provided in Paragraphs 4 and 5."

It is further agreed and understood that the language in this Amendment shall supersede any language to the contrary contained in the Agreement and that all other

terms and conditions of the Agreement shall remain the same, unchanged and in full force and effect.

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

WITNESSES:

JEFFERSON PARISH

Norma Lincei

BY: *Cynthia Lee-Sheng*
Cynthia Lee-Sheng
COUNCIL CHAIRWOMAN

Alshoni Parker

PATRONS OF LAFRENIERE PARK, INC.

Geekie Haydel

BY: *Chad Pitfield*
Chad Pitfield
CHAIRMAN

Ann B. Cardwell



JEFFERSON PARISH

Office of the Parish Attorney

Michael S. Yenni
Parish President

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 Amendment Number 4 to the Cooperative Endeavor Agreement between the Parish of Jefferson and **Patrons of Lafreniere Park, Inc.** to extend the term of agreement and for related matters.

Parish Council Approval: Resolution No. 126659 adopted on 2nd of March 2016.

Michael J. Power
Parish Attorney, Jefferson Parish

Sworn to and subscribed before me,
Notary Public on the 9th day of
March, 2016.

Signature

Printed Name

Notary or Bar Roll Number

Jeremy D. Dwyer
Notary Public No. 68241
LA Bar No. 28346
Parish of Jefferson, State of LA
My Commission is Issued for Life

On motion of **Mr. Templet**, seconded by **Ms. Lee-Sheng**, the following resolution was offered:

RESOLUTION NO. 126659

A resolution ratifying Amendment Number 4 to the Cooperative Endeavor Agreement between the Parish of Jefferson and **Patrons of Lafreniere Park, Inc.** to extend the term of agreement and for related matters. (Council District 4)

WHEREAS, PARISH and ORGANIZATION entered into a Cooperative Endeavor Agreement, authorized by Council Resolution No. 123029 adopted on June 11, 2014; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 1 to said Agreement, authorized by Council Resolution No. 125101 adopted on June 10, 2015; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 2 to said Agreement, authorized by Council Resolution No. 125746 adopted on September 3, 2015; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 3 to said Agreement, authorized by Council Resolution No. 126526 adopted on February 17, 2016; and

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 organization, corporation or individuals; and

WHEREAS, PARISH is authorized by Section 1.01(15) of the Jefferson Parish Charter to enter into this Amendment to develop and administer a system of PARISH parks, playgrounds, recreation programs, libraries, museums, and other recreation and cultural facilities and programs; and

WHEREAS, the public purpose of the Project is described as to provide enhanced recreational facilities at Lafreniere Park for the benefit of all citizens of Jefferson Parish; and

WHEREAS, PARISH has a reasonable expectation of receiving the benefit of increased tourism and economic growth for Jefferson Parish, which is at least equivalent to the extension of time for use of the Park provided for in this Amendment; and

WHEREAS, the citizens of Jefferson Parish have benefitted and will continue to benefit from the efforts of these parties working together, and the Parish desires to extend the current agreement.

NOW, THEREFORE, BE IT RESOLVED by the Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. That Amendment No. 4 between the Parish of Jefferson and Patrons of Lafreniere Park to extend the term of the agreement through July 24, 2018 is hereby ratified.

SECTION 2. That the Chairwoman of the Jefferson Parish Council, or in her absence the Vice-Chairman, is hereby 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: 6 NAYS: None ABSENT: (1) Roberts

The resolution was declared to be adopted on this the 2nd day of March, 2016.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY



EULA A. LOPEZ
PARISH CLERK

JEFFERSON PARISH COUNCIL

AMENDMENT NUMBER 5
TO THE
COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE PARISH OF JEFFERSON
AND
PATRONS OF LAFRENIERE PARK, INC.

This Amendment No. 5 to the Cooperative Endeavor Agreement, (hereafter the "Amendment") is made and entered into on this 16th day of June, 2016, by and between the Parish of Jefferson, Louisiana, by and through the Parish Council, hereinafter called PARISH, represented by Cynthia Lee-Sheng, Council Chairwoman, duly authorized to act pursuant to Resolution No. 127254, adopted on the 8th day of June, 2016, and Patrons of Lafreniere Park, Inc., a 501(C)3 not-for-profit corporation, Federal ID No. 72-1376349, hereinafter called ORGANIZATION, represented by, Chad Pitfield, its Chairman.

WHEREAS, PARISH and ORGANIZATION entered into a Cooperative Endeavor Agreement (hereinafter the "Agreement"), authorized by Council Resolution No. 123029 adopted on June 11, 2014; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 1 to said Agreement, authorized by Council Resolution No. 125101 adopted on June 10, 2015; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 2 to said Agreement, authorized by Council Resolution No. 125746 adopted on September 3, 2015; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 3 to said Agreement, authorized by Council Resolution No. 126526 adopted on February 17, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 4 to said Agreement, authorized by Council Resolution 126659 adopted on March 2, 2016; and

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 organization, corporation or individuals; and

WHEREAS, PARISH is authorized by Section 1.01(15) of the Jefferson Parish Charter to enter into this Amendment to develop and administer a system of PARISH parks, playgrounds, recreation programs, libraries, museums, and other recreation and cultural facilities and programs; and

WHEREAS, the public purpose of the Project is described as to provide enhanced recreational facilities at Lafreniere Park (hereafter, "Park") for the benefit of all citizens of Jefferson Parish, specifically the 2016 Independence Day celebration "Uncle Sam Jam," to be held at Lafreniere Park to be held on or about July 3, 2016; and

WHEREAS, PARISH wishes to provide funding to ORGANIZATION in an amount not to exceed Fifty Thousand and NO/100 dollars (\$50,000.00) to defray the costs of said event; and

WHEREAS, PARISH has a reasonable expectation of receiving the benefit of increased tourism and economic growth for Jefferson Parish, which is at least equivalent to the \$50,000.00 provided for in this Amendment; and

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

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these parties working together; and

WHEREAS, PARISH desires to cooperate with the ORGANIZATION in the implementation of the Project as hereinafter provided.

NOW, THEREFORE, PARISH and ORGANIZATION hereby agree as follows:

SECTION 1.0- SERVICES

Section 1.0 shall be amended to add the following:


PARISH agrees that, in this Amendment No. 5, it shall provide additional funding in an amount not to exceed Fifty Thousand Dollars (\$50,000.00), for a total cap of Two Hundred Thousand (\$200,000.00) for the 2016 'Uncle Sam Jam' event with a fireworks display.

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

WITNESSES:

Gail LeNormand
Ann H. Hudry

JEFFERSON PARISH

BY: 
Cynthia Lee-Sheng
COUNCIL CHAIRWOMAN

PATRONS OF LAFRENIERE PARK, INC.

Gail LeNormand
Ann H. Hudry

BY: 
Chad Pitfield
CHAIRMAN



JEFFERSON PARISH

Office of the Parish Attorney

Michael S. Yenni
Parish President


Michael J. Power
Parish Attorney
Jeremy D. Dwyer
Deputy Parish Attorney

CERTIFICATION

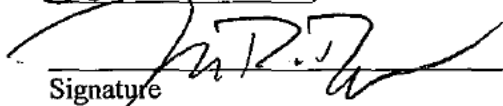
In compliance with Jefferson Parish Code of Ordinances § 2-890, I certify that the proposed contract described below has been reviewed by the Parish Attorney's Office and it is my legal opinion that the proposed contract complies with all current legal requirements for such contract under federal, state 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: A resolution ratifying Amendment Number 5 to the Cooperative Endeavor Agreement between the Parish of Jefferson and Patrons of Lafreniere Park, Inc. to provide \$50,000.00 to defray the costs of the 2016 Independence Day Celebration "Uncle Sam Jam," to be held in Lafreniere Park on or about July 3, 2016, and for related matters.

Parish Council Approval: Resolution No. 127254 adopted on the 8th day of June, 2016.


MICHAEL J. POWER
Parish Attorney, Jefferson Parish

Sworn to and subscribed before me,
Notary Public on the 13th day of
June, 2016.



Signature

Printed Name

Notary or Bar Roll Number

Jeremy D. Dwyer
Notary Public No. 68241
LA Bar No. 28346
Parish of Jefferson, State of LA
My Commission is Issued for Life

On motion of **Mr. Roberts**, seconded by **Ms. Lee-Sheng**, the following resolution was offered:

RESOLUTION NO. 127254

A resolution ratifying Amendment Number 5 to the Cooperative Endeavor Agreement between the Parish of Jefferson and **Patrons of Lafreniere Park, Inc.** to provide \$50,000.00 to defray the costs of the 2016 Independence Day Celebration "Uncle Sam Jam," to be held in Lafreniere Park on or about July 3, 2016, and for related matters. (Council District 4)

NOW, THEREFORE, BE IT RESOLVED by the Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

WHEREAS, PARISH and ORGANIZATION entered into a Cooperative Endeavor Agreement (hereinafter the "Agreement"), authorized by Council Resolution No. 123029 adopted on June 11, 2014; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 1 to said Agreement, authorized by Council Resolution No. 125101 adopted on June 10, 2015; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 2 to said Agreement, authorized by Council Resolution No. 125746 adopted on September 3, 2015; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 3 to said Agreement, authorized by Council Resolution No. 126526 adopted on February 17, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 4 to said Agreement, authorized by Council Resolution 126659 adopted on March 2, 2016; and

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 organization, corporation or individuals; and

WHEREAS, PARISH is authorized by Section 1.01(15) of the Jefferson Parish Charter to enter into this Amendment to develop and administer a system of PARISH parks, playgrounds, recreation programs, libraries, museums, and other recreation and cultural facilities and programs; and

WHEREAS, the public purpose of the Project is described as to provide enhanced recreational facilities at Lafreniere Park (hereafter, "Park") for the benefit of all citizens of Jefferson Parish, specifically the 2016 Independence Day Celebration "Uncle Sam Jam," to be held at Lafreniere Park on July 3, 2016; and

WHEREAS, PARISH wishes to provide funding to ORGANIZATION in an amount not to exceed Fifty Thousand and NO/100 dollars (\$50,000.00) to defray the costs of said event; and

WHEREAS, PARISH has a reasonable expectation of receiving the benefit of increased tourism and economic growth for Jefferson Parish, which is at least equivalent to the \$50,000.00 provided for in this Amendment; and

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

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these parties working together; and

WHEREAS, PARISH desires to cooperate with the ORGANIZATION in the implementation of the Project as hereinafter provided.

SECTION 1. That Amendment Number 5 to the Cooperative Endeavor Agreement between the Parish of Jefferson and Patrons of Lafreniere Park to provide \$50,000.00 for a total cap of \$200,000.00 to defray the costs of the 2016 Independence Day Celebration "Uncle Sam Jam" is hereby ratified.

SECTION 2. That any costs associated with this agreement shall be taken from account number: 22030-2764-126-7680.176 (20364.000)

SECTION 3. That the Chairwoman of the Jefferson Parish Council, or in her absence the Vice-Chairman, is hereby 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 8th day of June, 2016.

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


**EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL**

AMENDMENT NUMBER 6
TO THE
COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE PARISH OF JEFFERSON
AND
PATRONS OF LAFRENIERE PARK, INC.

This Amendment No. 6 to the Cooperative Endeavor Agreement, (hereafter the "Amendment") is made and entered into on this 29th day of June, 2016, by and between the Parish of Jefferson, Louisiana, by and through the Parish Council, hereinafter called PARISH, represented by Cynthia Lee-Sheng, Council Chairwoman, duly authorized to act pursuant to Resolution No. 127323, adopted on the 22nd day of June, 2016, and Patrons of Lafreniere Park, Inc., a 501(C)3 not-for-profit corporation, Federal ID No. 72-1376349, hereinafter called ORGANIZATION, represented by, Chad Pitfield, its Chairman.

WHEREAS, PARISH and ORGANIZATION entered into a Cooperative Endeavor Agreement (hereinafter the "Agreement"), authorized by Council Resolution No. 123029 adopted on June 11, 2014; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 1 to said Agreement, authorized by Council Resolution No. 125101 adopted on June 10, 2015; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 2 to said Agreement, authorized by Council Resolution No. 125746 adopted on September 3, 2015; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 3 to said Agreement, authorized by Council Resolution No. 126526 adopted on February 17, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 4 to said Agreement, authorized by Council Resolution 126659 adopted on March 2, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 5 to said Agreement, authorized by Council Resolution 127254 adopted on June 8, 2016; and

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 organization, corporation or individuals; and

WHEREAS, PARISH is authorized by Section 1.01(15) of the Jefferson Parish Charter to enter into this Amendment to develop and administer a system of PARISH parks, playgrounds, recreation programs, libraries, museums, and other recreation and cultural facilities and programs; and

WHEREAS, the public purpose of the Project is described as to provide enhanced recreational facilities at Lafreniere Park (hereafter, "Park") for the benefit of all citizens of Jefferson Parish, specifically the 2016 Independence Day celebration "Uncle Sam Jam," to be held at Lafreniere Park on July 3, 2016; and

WHEREAS, PARISH has a reasonable expectation of receiving the benefit of increased tourism and economic growth for Jefferson Parish, which is at least equivalent to the permission to charge an admission fee and \$10,000.00 provided for in this Amendment; and

WHEREAS, PARISH wishes to amend the contract to allow ORGANIZATION to charge an admission fee not to exceed \$5.00 per vehicle for the 2016 "Uncle Sam Jam" event and to provide additional funding in an amount not to exceed \$10,000.00; and

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

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these parties working together; and

WHEREAS, PARISH desires to cooperate with the ORGANIZATION in the implementation of the Project as hereinafter provided.

NOW, THEREFORE, PARISH and ORGANIZATION hereby agree that the Agreement shall be amended as follows:

SECTION 1.0- SERVICES

Section 1.0 shall be amended to add the following:

“ORGANIZATION shall be permitted to charge an admission fee not to exceed \$5.00 per vehicle from 3:00 p.m. until 11:00 p.m. on Sunday, July 3, 2016 for the Jefferson Parish Independence Celebration ‘Uncle Sam Jam’ with a fireworks display located in Lafreniere Park. All proceeds from said admission fee shall go the ORGANIZATION to defray costs associated with the ‘Uncle Sam Jam’ event.

PARISH shall provide additional funding in an amount not to exceed Ten Thousand Dollars (\$10,000.00), for a total cap of Two Hundred Ten Thousand (\$210,000.00) for the 2016 ‘Uncle Sam Jam’ event with a fireworks display.”

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

WITNESSES:

Karen B. Casper
Ann H. Hudry

JEFFERSON PARISH

BY: Cynthia Lee-Sheng
Cynthia Lee-Sheng
COUNCIL CHAIRWOMAN

Rose of Blanchard
Dwight D. Smith

PATRONS OF LAFRENIERE PARK, INC.

BY: Chad Pitfield
Chad Pitfield
CHAIRMAN

On motion of **Mr. Roberts**, seconded by **Ms. Lee-Sheng**, the following resolution was offered:

RESOLUTION NO. 127323

A resolution ratifying Amendment Number 6 to the Cooperative Endeavor Agreement between the Parish of Jefferson and **Patrons of Lafreniere Park, Inc.** to allow Patrons of Lafreniere Park, Inc. to charge an admission fee not to exceed \$5.00 per vehicle for the Jefferson Parish Independence Celebration "Uncle Sam Jam" event on July 3, 2016 and to provide additional funding in an amount not to exceed \$10,000.00 for the event. (Council District 4)

WHEREAS, PARISH and ORGANIZATION entered into a Cooperative Endeavor Agreement (hereinafter the "Agreement"), authorized by Council Resolution No. 123029 adopted on June 11, 2014; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 1 to said Agreement, authorized by Council Resolution No. 125101 adopted on June 10, 2015; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 2 to said Agreement, authorized by Council Resolution No. 125746 adopted on September 3, 2015; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 3 to said Agreement, authorized by Council Resolution No. 126526 adopted on February 17, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 4 to said Agreement, authorized by Council Resolution 126659 adopted on March 2, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 5 to said Agreement, authorized by Council Resolution 127254 adopted on June 8, 2016; and

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 organization, corporation or individuals; and

WHEREAS, PARISH is authorized by Section 1.01(15) of the Jefferson Parish Charter to enter into this Amendment to develop and administer a system of PARISH parks, playgrounds, recreation programs, libraries, museums, and other recreation and cultural facilities and programs; and

WHEREAS, the public purpose of the Project is described as to provide enhanced recreational facilities at Lafreniere Park for the benefit of all citizens of Jefferson Parish, specifically the 2016 Independence Day celebration "Uncle Sam Jam," to be held at Lafreniere Park on July 3, 2016; and

WHEREAS, PARISH has a reasonable expectation of receiving the benefit of increased tourism and economic growth for Jefferson Parish, which is at least equivalent to the permission to charge an admission fee and \$10,000.00 provided for in this Amendment; and

WHEREAS, PARISH wishes to amend the contract to allow ORGANIZATION to charge an admission fee not to exceed \$5.00 per vehicle for the 2016 "Uncle Sam Jam" event and to provide additional funding in an amount not to exceed \$10,000.00; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. That Amendment Number 6 to the Cooperative Endeavor Agreement between the Parish of Jefferson and Patrons of Lafreniere Park to allow Patrons of Lafreniere Park, Inc. to charge an admission fee not to exceed \$5.00 per vehicle for the Jefferson Parish Independence Celebration "Uncle Sam Jam" event on July 3, 2016 and to provide additional funding in an amount not to exceed \$10,000.00 for the event is hereby ratified.

SECTION 2. That all costs associated with this Amendment shall be taken from Account number 22030-2762-126-7680.176 (20362.000).

SECTION 3. That the Chairwoman of the Jefferson Parish Council, or in her absence the Vice-Chairman, is hereby 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 22nd day of June, 2016.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY



EULA A. LOPEZ
PARISH CLERK

JEFFERSON PARISH COUNCIL



JEFFERSON PARISH **RUSH**

Office of the Parish Attorney

Michael S. Yenni
Parish President

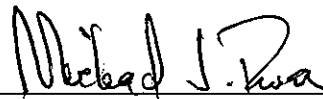
Michael J. Power
Parish Attorney
Jeremy D. Dwyer
Deputy Parish Attorney

CERTIFICATION

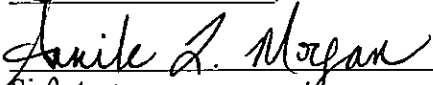
In compliance with Jefferson Parish Code of Ordinances § 2-890, I certify that the proposed contract described below has been reviewed by the Parish Attorney’s Office and it is my legal opinion that the proposed contract complies with all current legal requirements for such contract under federal, state 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 Amendment Number 6 to the Cooperative Endeavor Agreement between the Parish of Jefferson and **Patrons of Lafreniere Park, Inc.** to allow Patrons of Lafreniere Park, Inc. to charge an admission fee not to exceed \$5.00 per vehicle for the Jefferson Parish Independence Celebration “Uncle Sam Jam” event on July 3, 2016 and to provide additional funding in an amount not to exceed \$10,000.00 for the event.

Parish Council Approval: Resolution No. 127323 adopted on 22nd day June 2016.


MICHAEL J. POWER
Parish Attorney, Jefferson Parish

Sworn to and subscribed before me,
Notary Public on the 29th day of
June, 2016.


Signature
Annik L. Morgan
Printed Name
#3027
Notary or Bar Roll Number

Annik L. Morgan
Notary Public
LA Bar No. 30278
Parish of Jefferson, State of LA
My Commission is issued for Life

AMENDMENT NUMBER 7
TO THE
COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE PARISH OF JEFFERSON
AND
PATRONS OF LAFRENIERE PARK, INC.

This Amendment No. 7 to the Cooperative Endeavor Agreement, (hereafter the "Amendment") is made and entered into on this 23rd day of September, 2016, by and between the Parish of Jefferson, Louisiana, by and through the Parish Council, hereinafter called PARISH, represented by Cynthia Lee-Sheng, Council Chairwoman, duly authorized to act pursuant to Resolution No. 127773, adopted on the 24th day of August, 2016, and Patrons of Lafreniere Park, Inc., a 501(C)3 not-for-profit corporation, Federal ID No. 72-1376349, hereinafter called ORGANIZATION, represented by, Chad Pitfield, its Chairman.

WHEREAS, PARISH and ORGANIZATION entered into a Cooperative Endeavor Agreement (hereinafter the "Agreement"), authorized by Council Resolution No. 123029 adopted on June 11, 2014; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 1 to said Agreement, authorized by Council Resolution No. 125101 adopted on June 10, 2015; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 2 to said Agreement, authorized by Council Resolution No. 125746 adopted on September 3, 2015; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 3 to said Agreement, authorized by Council Resolution No. 126526 adopted on February 17, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 4 to said Agreement, authorized by Council Resolution 126659 adopted on March 2, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 5 to said Agreement, authorized by Council Resolution 127254 adopted on June 8, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 6 to said Agreement, authorized by Council Resolution 127323 adopted on June 22, 2016; and

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 organization, corporation or individuals; and

WHEREAS, PARISH is authorized by Section 1.01(15) of the Jefferson Parish Charter to enter into this Amendment to develop and administer a system of PARISH parks, playgrounds, recreation programs, libraries, museums, and other recreation and cultural facilities and programs; and

WHEREAS, the public purpose of the Project is described as to provide enhanced recreational facilities at Lafreniere Park for the benefit of all citizens of Jefferson Parish, specifically the August 28, 2016 "Back the Blue" event to be held at Lafreniere Park; and

WHEREAS, PARISH has a reasonable expectation of receiving the benefit of increased tourism and economic growth for Jefferson Parish, which is at least equivalent to the \$2,500.00 provided for in this Amendment; and

WHEREAS, PARISH wishes to amend the contract to provide additional funding in the amount of \$2,500.00 to assist in supporting the "Back the Blue" event to be held in Lafreniere Park on August 28, 2016; and

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

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

NOW, THEREFORE, in consideration of the promises and covenants contained in this Amendment, the parties agree to amend the Original Cooperative Endeavor Agreement as follows:

SECTION 1. Preambles: The foregoing preambles are accepted as true and correct by the parties and are incorporated herein as if stated fully in their entirety herein.

SECTION 2. Section 1.0 of the Original Agreement shall be amended as follows:

1.0 Services. PARISH shall provide funding in an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500.00), to assist in having the August 28, 2016 "Back the Blue" event to be held at Lafreniere Park;

SECTION 3. Miscellaneous: Except where specifically modified herein, the remainder of the Agreement is intact, valid, and fully enforceable. The Agreement as amended by the First Amendment represents the full agreement by the parties thereto and supersedes any written or oral representations concerning the subject matter therein, except in written form signed by both parties. For conflicts between the Agreement and the First Amendment, the First Amendment shall control. This First Amendment shall be executed in four (4) originals and may be executed as counterparts, with each signature when combined shall constitute a fully executed agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amended Cooperative Endeavor Agreement to be executed in 4 originals by their respective duly authorized corporate officers effective as of the day, month and year first above written.

WITNESSES:

Norma Lenei
Ann H. Dudy

JEFFERSON PARISH

BY: Cynthia Lee-Sheng
Cynthia Lee-Sheng
COUNCIL CHAIRWOMAN

Beckie Spindel
Sherrill M. George

PATRONS OF LAFRENIERE PARK, INC.

BY: Chad Pitfield
Chad Pitfield
CHAIRMAN



JEFFERSON PARISH

Office of the Parish Attorney

Michael S. Yenni
Parish President


Michael J. Power
Parish Attorney
Jeremy D. Dwyer
Deputy Parish Attorney

CERTIFICATION

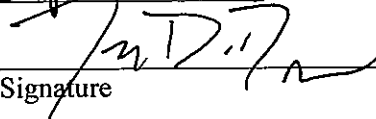
In compliance with Jefferson Parish Code of Ordinances § 2-890, I certify that the proposed contract described below has been reviewed by the Parish Attorney’s Office and it is my legal opinion that the proposed contract complies with all current legal requirements for such contract under federal, state 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 Amendment Number 7 to the Cooperative Endeavor Agreement between the Parish of Jefferson and **Patrons of Lafreniere Park, Inc.** to allow Patrons of Lafreniere Park, Inc. to provide funding in the amount of \$2,500.00 to assist in having the “Back the Blue” event to be held on Sunday, August 28, 2016 in Lafreniere Park.

Parish Council Approval: Resolution No.127773 adopted on 24th day August 2016.


MICHAEL J. POWER
Parish Attorney, Jefferson Parish

Sworn to and subscribed before me,
Notary Public on the 14th day of
September, 2016.


Signature

Jeremy D. Dwyer
Notary Public No. 68241
LA Bar No. 28346
Parish of Jefferson, State of LA
My Commission is Issued for Life

Printed Name

Notary or Bar Roll Number

On motion of **Mr. Roberts**, seconded by **Ms. Lee-Sheng**, the following resolution was offered:

RESOLUTION NO. 127773

A resolution ratifying Amendment Number 7 to the Cooperative Endeavor Agreement between the Parish of Jefferson and **Patrons of Lafreniere Park, Inc.** to allow Patrons of Lafreniere Park, Inc. to provide funding in the amount of \$2,500.00 to assist in having the "Back the Blue" event to be held on Sunday, August 28, 2016 in Lafreniere Park (Council District 4)

WHEREAS, PARISH and ORGANIZATION entered into a Cooperative Endeavor Agreement (hereinafter the "Agreement"), authorized by Council Resolution No. 123029 adopted on June 11, 2014; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 1 to said Agreement, authorized by Council Resolution No. 125101 adopted on June 10, 2015; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 2 to said Agreement, authorized by Council Resolution No. 125746 adopted on September 3, 2015; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 3 to said Agreement, authorized by Council Resolution No. 126526 adopted on February 17, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 4 to said Agreement, authorized by Council Resolution 126659 adopted on March 2, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 5 to said Agreement, authorized by Council Resolution 127254 adopted on June 8, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 6 to said Agreement, authorized by Council Resolution 127323 adopted on June 22, 2016; and

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 organization, corporation or individuals; and

WHEREAS, PARISH is authorized by Section 1.01(15) of the Jefferson Parish Charter to enter into this Amendment to develop and administer a system of PARISH parks, playgrounds, recreation programs, libraries, museums, and other recreation and cultural facilities and programs; and

WHEREAS, the public purpose of the Project is described as to provide enhanced recreational facilities at Lafreniere Park for the benefit of all citizens of Jefferson Parish, specifically the August 28, 2016 "Back the Blue" event to be held at Lafreniere Park; and

WHEREAS, PARISH has a reasonable expectation of receiving the benefit of increased tourism and economic growth for Jefferson Parish, which is at least equivalent to the \$2,500.00 provided for in this Amendment; and

WHEREAS, PARISH wishes to amend the contract to provide additional funding in the amount of \$2,500.00 to assist in supporting the "Back the Blue" event to be held in Lafreniere Park on August 28, 2016; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. That Amendment Number 7 to the Cooperative Endeavor Agreement between the Parish of Jefferson and Patrons of Lafreniere Park to provide funding in the amount of \$2,500.00 to assist in having the "Back the

Blue" event to be held on Sunday, August 28, 2016 in Lafreniere Park is hereby ratified.

SECTION 2. That all costs associated with this Amendment shall be taken from Account number 22030-2764-126-7680.176 (20364.000).

SECTION 3. That the Chairwoman of the Jefferson Parish Council, or in her absence the Vice-Chairman, is hereby 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 24th day of **August, 2016.**

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY



**EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL**

AMENDMENT NUMBER 8
TO THE
COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE PARISH OF JEFFERSON
AND
PATRONS OF LAFRENIERE PARK, INC.

This Amendment No. 8 to the Cooperative Endeavor Agreement, (hereafter the "Amendment") is made and entered into on this 10th day of April, 2017, by and between the Parish of Jefferson, Louisiana, by and through the Parish Council, hereinafter called PARISH, represented by Christopher L. Roberts, Council Chairman, duly authorized to act pursuant to Resolution No. 128981, adopted on the 22nd day of March, 2017, and Patrons of Lafreniere Park, Inc., a 501(C)3 not-for-profit corporation, Federal ID No. 72-1376349, hereinafter called ORGANIZATION, represented by **Bob Ebberman**, its Chairman.

WHEREAS, PARISH and ORGANIZATION entered into a Cooperative Endeavor Agreement (hereinafter the "Agreement"), authorized by Council Resolution No. 123029 adopted on June 11, 2014; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 1 to said Agreement, authorized by Council Resolution No. 125101 adopted on June 10, 2015; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 2 to said Agreement, authorized by Council Resolution No. 125746 adopted on September 3, 2015; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 3 to said Agreement, authorized by Council Resolution No. 126526 adopted on February 17, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 4 to said Agreement, authorized by Council Resolution 126659 adopted on March 2, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 5 to said Agreement, authorized by Council Resolution 127254 adopted on June 8, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 6 to said Agreement, authorized by Council Resolution 127323 adopted on June 22, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 7 to said Agreement, authorized by Council Resolution 127773 adopted on August 24, 2016; and

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 organization, corporation or individuals; and

WHEREAS, PARISH is authorized by Section 1.01(15) of the Jefferson Parish Charter to enter into this Amendment to develop and administer a system of PARISH parks, playgrounds, recreation programs, libraries, museums, and other recreation and cultural facilities and programs; and

WHEREAS, the public purpose of the Project is described as to provide enhanced recreational facilities at Lafreniere Park for the benefit of all citizens of Jefferson Parish, specifically the July 3, 2017 Independence Day Celebration "Uncle Sam Jam" event to be held at Lafreniere Park; and

WHEREAS, PARISH has a reasonable expectation of receiving the benefit of increased tourism and economic growth for Jefferson Parish, which is at least equivalent to the \$45,000.00 provided for in this Amendment; and

WHEREAS, PARISH wishes to amend the contract to provide approval for the event and provide funding in the amount of \$45,000.00 to assist in supporting the 2017 Independence Day Celebration "Uncle Sam Jam" event to be held in Lafreniere Park on

July 3, 2017, and to allow the Patrons of Lafreniere Park, Inc. to charge an admission fee not to exceed \$5.00 per vehicle for the event; and

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

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

NOW, THEREFORE, in consideration of the promises and covenants contained in this Amendment, the parties agree to amend the Original Cooperative Endeavor Agreement as follows:

SECTION 1. Preambles: The foregoing preambles are accepted as true and correct by the parties and are incorporated herein as if stated fully in their entirety herein.

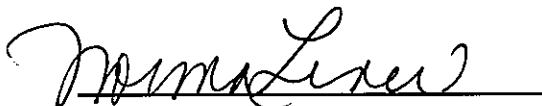
SECTION 2. Section 1.0 of the Original Agreement shall be amended as follows:

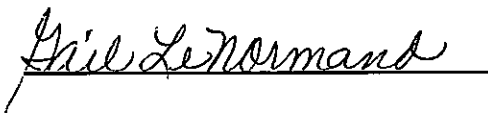
1.0 Services. PARISH shall provide funding in an amount not to exceed Forty-Five Thousand Dollars (\$45,000.00), to assist in defraying the costs of the July 3, 2017 Independence Day Celebration "Uncle Sam Jam" to be held in Lafreniere Park. Patrons of Lafreniere Park, Inc. may charge an admission fee not to exceed \$5.00 per vehicle for the event.

SECTION 3. Miscellaneous: Except where specifically modified herein, the remainder of the Agreement is intact, valid, and fully enforceable. The Agreement as amended by the First through Eighth Amendments represents the full agreement by the parties thereto and supersedes any written or oral representations concerning the subject matter therein, except in written form signed by both parties. For conflicts between the Agreement, Amendments 1-7 and the Eighth Amendment, the Eighth Amendment shall control. This Eighth Amendment shall be executed in four (4) originals and may be executed as counterparts, with each signature when combined shall constitute a fully executed agreement.


IN WITNESS WHEREOF, the parties hereto have caused this Eighth Amended Cooperative Endeavor Agreement to be executed in 4 originals by their respective duly authorized corporate officers effective as of the day, month and year first above written.

WITNESSES:



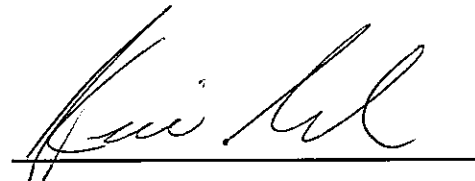


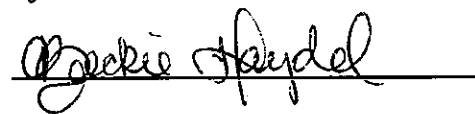
JEFFERSON PARISH

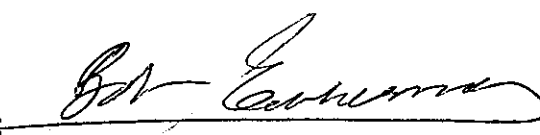
BY: 

Christopher L. Roberts
COUNCIL CHAIRMAN

PATRONS OF LAFRENIERE PARK, INC.





BY: 

Bob Ebberman
CHAIRMAN



JEFFERSON PARISH

Office of the Parish Attorney

Michael S. Yenni
Parish President


Michael J. Power
Parish Attorney
Jeremy D. Dwyer
Deputy Parish Attorney

CERTIFICATION

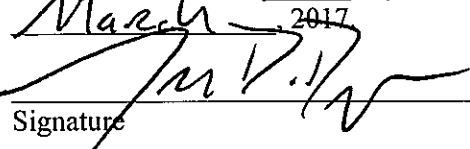
In compliance with Jefferson Parish Code of Ordinances § 2-890, I certify that the proposed contract described below has been reviewed by the Parish Attorney's Office and it is my legal opinion that the proposed contract complies with all current legal requirements for such contract under federal, state 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: Approving Amendment Number 8 to the Cooperative Endeavor Agreement between the Parish of Jefferson and **Patrons of Lafreniere Park, Inc.** to approve and provide funding in an amount up to \$45,000.00 to assist the Patrons of Lafreniere Park, Inc. in having the 2017 Independence Day Celebration "Uncle Sam Jam" event to be held on Monday, July 3, 2017 in Lafreniere Park, and to allow for an admission fee not to exceed \$5.00 per vehicle.

Parish Council Approval: Resolution No. 128981 adopted on the 22nd day March 2017.


MICHAEL J. POWER
Parish Attorney, Jefferson Parish

Sworn to and subscribed before me,
Notary Public on the 29th day of

March, 2017


Signature _____
Printed Name _____
Notary or Bar Roll Number _____
Jeremy D. Dwyer
Notary Public No. 68241
LA Bar No. 28346
Parish of Jefferson, State of LA
My Commission is Issued for Life

On motion of **Ms. Lee-Sheng**, seconded by **Mr. Roberts**, the following resolution was offered:

RESOLUTION NO. 128981 ✓

A resolution approving Amendment Number 8 to the Cooperative Endeavor Agreement between the Parish of Jefferson and **Patrons of Lafreniere Park, Inc.** to approve and provide funding in an amount up to \$45,000.00 to assist the Patrons of Lafreniere Park, Inc. in having the 2017 Independence Day Celebration "Uncle Sam Jam" event to be held on Monday, July 3, 2017 in Lafreniere Park, and to allow for an admission fee not to exceed \$5.00 per vehicle. (Council District 4)

WHEREAS, PARISH and ORGANIZATION entered into a Cooperative Endeavor Agreement (hereinafter the "Agreement"), authorized by Council Resolution No. 123029 adopted on June 11, 2014; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 1 to said Agreement, authorized by Council Resolution No. 125101 adopted on June 10, 2015; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 2 to said Agreement, authorized by Council Resolution No. 125746 adopted on September 3, 2015; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 3 to said Agreement, authorized by Council Resolution No. 126526 adopted on February 17, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 4 to said Agreement, authorized by Council Resolution 126659 adopted on March 2, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 5 to said Agreement, authorized by Council Resolution 127254 adopted on June 8, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 6 to said Agreement, authorized by Council Resolution 127323 adopted on June 22, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 7 to said Agreement, authorized by Council Resolution 127773 adopted on August 24, 2016; and

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 organization, corporation or individuals; and

WHEREAS, PARISH is authorized by Section 1.01(15) of the Jefferson Parish Charter to enter into this Amendment to develop and administer a system of PARISH parks, playgrounds, recreation programs, libraries, museums, and other recreation and cultural facilities and programs; and

WHEREAS, the public purpose of the Project is described as to provide enhanced recreational facilities at Lafreniere Park for the benefit of all citizens of Jefferson Parish, specifically the July 3, 2017 Independence Day Celebration "Uncle Sam Jam" event to be held at Lafreniere Park; and

WHEREAS, PARISH has a reasonable expectation of receiving the benefit of increased tourism and economic growth for Jefferson Parish, which is at least equivalent to the \$45,000.00 provided for in this Amendment; and

WHEREAS, PARISH wishes to amend the contract to provide approval for the event and provide funding in the amount of \$45,000.00 to assist in supporting the 2017 Independence Day Celebration "Uncle Sam Jam" event to be held in Lafreniere Park on July 3, 2017, and to allow the Patrons of Lafreniere Park, Inc. to charge an admission fee not to exceed \$5.00 per vehicle for the event; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. That Amendment Number 8 to the Cooperative Endeavor Agreement between the Parish of Jefferson and Patrons of Lafreniere Park to approve and provide funding in the amount of \$45,000.00 for the 2017 Independence Day Celebration "Uncle Sam Jam" to be held on July 3, 2017, in Lafreniere Park is hereby approved.

SECTION 2. That the Patrons of Lafreniere Park, Inc. may charge an admission fee not to exceed \$5.00 per vehicle for the event.

SECTION 3. That all costs associated with this Amendment shall be taken from Account number 22030-2764-126-7680.176 (20364.000).

SECTION 4. That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, is hereby 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: 6 NAYS: None ABSENT: (1) Rizzuto

The resolution was declared to be adopted on this the **22nd day of March, 2017.**

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


**EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL**

AMENDMENT NUMBER 9
TO THE
COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE PARISH OF JEFFERSON
AND
PATRONS OF LAFRENIERE PARK, INC.

This Amendment No. 9 to the Cooperative Endeavor Agreement, (hereafter the "Amendment") is made and entered into on this 11th day of June, 2017, by and between the Parish of Jefferson, Louisiana, by and through the Parish Council, hereinafter called PARISH, represented by Christopher L. Roberts, Council Chairman, duly authorized to act pursuant to Resolution No. 129406, adopted on the 28th day of June, 2017, and Patrons of Lafreniere Park, Inc., a 501(C)3 not-for-profit corporation, Federal ID No. 72-1376349, hereinafter called ORGANIZATION, represented by **Bob Emery**, its Chairman.

WHEREAS, PARISH and ORGANIZATION entered into a Cooperative Endeavor Agreement (hereinafter the "Agreement"), authorized by Council Resolution No. 123029 adopted on June 11, 2014; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 1 to said Agreement, authorized by Council Resolution No. 125101 adopted on June 10, 2015; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 2 to said Agreement, authorized by Council Resolution No. 125746 adopted on September 3, 2015; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 3 to said Agreement, authorized by Council Resolution No. 126526 adopted on February 17, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 4 to said Agreement, authorized by Council Resolution 126659 adopted on March 2, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 5 to said Agreement, authorized by Council Resolution 127254 adopted on June 8, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 6 to said Agreement, authorized by Council Resolution 127323 adopted on June 22, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 7 to said Agreement, authorized by Council Resolution 127773 adopted on August 24, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 8 to said Agreement authorized by Council Resolution 128981 adopted on March 22, 2017; and

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 organization, corporation or individuals; and

WHEREAS, PARISH is authorized by Section 1.01(15) of the Jefferson Parish Charter to enter into this Amendment to develop and administer a system of PARISH parks, playgrounds, recreation programs, libraries, museums, and other recreation and cultural facilities and programs; and

WHEREAS, the public purpose of the Project is described as to provide enhanced recreational facilities at Lafreniere Park for the benefit of all citizens of Jefferson Parish, specifically the July 3, 2017 Independence Day Celebration "Uncle Sam Jam" event to be held at Lafreniere Park; and

WHEREAS, PARISH has a reasonable expectation of receiving the benefit of increased tourism and economic growth for Jefferson Parish, which is at least equivalent to the \$15,000.00 provided for in this Amendment; and

WHEREAS, PARISH wishes to amend the contract to provide additional funding in the amount of \$15,000.00 to assist in supporting the 2017 Independence Day Celebration "Uncle Sam Jam" event to be held in Lafreniere Park on July 3, 2017; and

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

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

NOW, THEREFORE, in consideration of the promises and covenants contained in this Amendment, the parties agree to amend the Original Cooperative Endeavor Agreement as follows:

SECTION 1. Preambles: The foregoing preambles are accepted as true and correct by the parties and are incorporated herein as if stated fully in their entirety herein.

SECTION 2. Section 1.0 of the Original Agreement shall be amended as follows:

1.0 Services. PARISH shall provide additional funding in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00), to assist in defraying the costs of the July 3, 2017 Independence Day Celebration "Uncle Sam Jam" to be held in Lafreniere Park.

SECTION 3. Miscellaneous: Except where specifically modified herein, the remainder of the Agreement is intact, valid, and fully enforceable. The Agreement as amended by the First through Ninth Amendments represents the full agreement by the parties thereto and supersedes any written or oral representations concerning the subject matter therein, except in written form signed by both parties. For conflicts between the Agreement, Amendments 1-8 and the Ninth Amendment, the Ninth Amendment shall control. This Ninth Amendment shall be executed in four (4) originals and may be executed as counterparts, with each signature when combined shall constitute a fully executed agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Ninth Amended Cooperative Endeavor Agreement to be executed in 4 originals by their respective duly authorized corporate officers effective as of the day, month and year first above written.

WITNESSES:

Norma Linder

Gail LeNormand

JEFFERSON PARISH

BY: *[Signature]*

Christopher L. Roberts
COUNCIL CHAIRMAN

PATRONS OF LAFRENIERE PARK, INC.

Brianne Leonard

Kafe Bourque

BY: *[Signature]*

Bob Emery
CHAIRMAN

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

RESOLUTION NO. 129406

A resolution approving Amendment Number 9 to the Cooperative Endeavor Agreement between the Parish of Jefferson and **Patrons of Lafreniere Park, Inc.** to provide additional funding in an amount up to \$15,000.00 to assist the Patrons of Lafreniere Park, Inc. in having the 2017 Independence Day Celebration "Uncle Sam Jam" event to be held on Monday, July 3, 2017 in Lafreniere Park. (Council District 4)

WHEREAS, PARISH and ORGANIZATION entered into a Cooperative Endeavor Agreement (hereinafter the "Agreement"), authorized by Council Resolution No. 123029 adopted on June 11, 2014; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 1 to said Agreement, authorized by Council Resolution No. 125101 adopted on June 10, 2015; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 2 to said Agreement, authorized by Council Resolution No. 125746 adopted on September 3, 2015; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 3 to said Agreement, authorized by Council Resolution No. 126526 adopted on February 17, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 4 to said Agreement, authorized by Council Resolution 126659 adopted on March 2, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 5 to said Agreement, authorized by Council Resolution 127254 adopted on June 8, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 6 to said Agreement, authorized by Council Resolution 127323 adopted on June 22, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 7 to said Agreement, authorized by Council Resolution 127773 adopted on August 24, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 8 to said Agreement authorized by Council Resolution 128981 adopted on March 22, 2017; and

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 organization, corporation or individuals; and

WHEREAS, PARISH is authorized by Section 1.01(15) of the Jefferson Parish Charter to enter into this Amendment to develop and administer a system of PARISH parks, playgrounds, recreation programs, libraries, museums, and other recreation and cultural facilities and programs; and

WHEREAS, the public purpose of the Project is described as to provide enhanced recreational facilities at Lafreniere Park for the benefit of all citizens of Jefferson Parish, specifically the July 3, 2017 Independence Day Celebration "Uncle Sam Jam" event to be held at Lafreniere Park; and

WHEREAS, PARISH has a reasonable expectation of receiving the benefit of increased tourism and economic growth for Jefferson Parish, which is at least equivalent to the \$15,000.00 provided for in this Amendment; and

WHEREAS, PARISH wishes to amend the contract to provide additional funding in the amount of \$15,000.00 to assist in supporting the 2017 Independence Day Celebration "Uncle Sam Jam" event to be held in Lafreniere Park on July 3, 2017; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. That Amendment Number 9 to the Cooperative Endeavor Agreement between the Parish of Jefferson and Patrons of Lafreniere Park to provide additional funding in the amount of \$15,000.00 for the 2017 Independence Day Celebration "Uncle Sam Jam" to be held on July 3, 2017, in Lafreniere Park is hereby approved.

SECTION 2. That all costs associated with this Amendment shall be taken from Account number 22030-2764-126-7680.176 (20364.000).

SECTION 3. That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, is hereby 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 28th day of June, 2017.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY



EULA A. LOPEZ
PARISH CLERK

JEFFERSON PARISH COUNCIL

**AMENDMENT NUMBER 10
TO THE
COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE PARISH OF JEFFERSON
AND
PATRONS OF LAFRENIERE PARK, INC.**

This Amendment No. 10 to the Cooperative Endeavor Agreement, (hereafter the "Amendment") is made and entered into on this 4th day of March, 2018, by and between the Parish of Jefferson, Louisiana, by and through the Parish Council, hereinafter called PARISH, represented by Cynthia Lee-Sheng, Council Chairwoman, duly authorized to act pursuant to Resolution No. 130923, adopted on the 21st day of February, 2018, and Patrons of Lafreniere Park, Inc., a 501(C)3 not-for-profit corporation, Federal ID No. 72-1376349, hereinafter called ORGANIZATION, represented by Ben Perez, its Chairman.

WHEREAS, PARISH and ORGANIZATION entered into a Cooperative Endeavor Agreement (hereinafter the "Agreement"), authorized by Council Resolution No. 123029 adopted on June 11, 2014; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 1 to said Agreement, authorized by Council Resolution No. 125101 adopted on June 10, 2015; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 2 to said Agreement, authorized by Council Resolution No. 125746 adopted on September 3, 2015; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 3 to said Agreement, authorized by Council Resolution No. 126526 adopted on February 17, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 4 to said Agreement, authorized by Council Resolution 126659 adopted on March 2, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 5 to said Agreement, authorized by Council Resolution 127254 adopted on June 8, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 6 to said Agreement, authorized by Council Resolution 127323 adopted on June 22, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 7 to said Agreement, authorized by Council Resolution 127773 adopted on August 24, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 8 to said Agreement authorized by Council Resolution 128874 adopted on March 22, 2017; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 9 to said Agreement authorized by Council Resolution 129406 adopted on June 28, 2017; and

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 organization, corporation or individuals; and

WHEREAS, PARISH is authorized by Section 1.01(15) of the Jefferson Parish Charter to enter into this Amendment to develop and administer a system of PARISH parks, playgrounds, recreation programs, libraries, museums, and other recreation and cultural facilities and programs; and

WHEREAS, the public purpose of the Project is described as to provide enhanced recreational facilities at Lafreniere Park for the benefit of all citizens of Jefferson Parish, specifically the July 3, 2018 Independence Day Celebration "Uncle Sam Jam" event to be held at Lafreniere Park, including a date which this event may be rescheduled; and

WHEREAS, PARISH has a reasonable expectation of receiving the benefit of increased tourism and economic growth for Jefferson Parish, which is at least equivalent to the \$100,000.00 provided for in this Amendment; and

WHEREAS, PARISH wishes to amend the contract to provide funding in the amount of \$100,000.00 to assist in supporting the 2018 Independence Day Celebration "Uncle Sam Jam" event to be held in Lafreniere Park on July 3, 2018, or to a date which this event may be rescheduled; and

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

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

NOW, THEREFORE, in consideration of the promises and covenants contained in this Amendment, the parties agree to amend the Original Cooperative Endeavor Agreement as follows:

SECTION 1. Preambles: The foregoing preambles are accepted as true and correct by the parties and are incorporated herein as if stated fully in their entirety herein.

SECTION 2. Section 1.0 of the Original Agreement shall be amended as follows:

1.0 Services. PARISH grants authority for ORGANIZATION to hold, and shall provide funding in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00), to assist in defraying the costs of the July 3, 2018 Independence Day Celebration "Uncle Sam Jam" to be held in Lafreniere Park. This agreement shall cover any date to which this event may be rescheduled. PARISH also grants permission for the ORGANIZATION to have food trucks at this event, as well as to collect a fee not to exceed five dollars (\$5.00) per vehicle for parking on the Lafreniere Park premises.

SECTION 3. Miscellaneous: Except where specifically modified herein, the remainder of the Agreement is intact, valid, and fully enforceable. The Agreement as amended by the First through Tenth Amendments represents the full agreement by the parties thereto and supersedes any written or oral representations concerning the subject matter therein, except in written form signed by both parties. For conflicts between the Agreement, Amendments 1-9 and the Tenth Amendment, the Tenth Amendment shall control. This Tenth Amendment shall be executed in four (4) originals and may be executed as counterparts, with each signature when combined shall constitute a fully executed agreement.

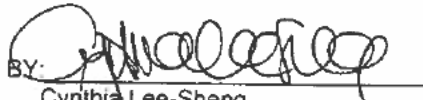
IN WITNESS WHEREOF, the parties hereto have caused this Tenth Amended Cooperative Endeavor Agreement to be executed in 4 originals by their respective duly authorized corporate officers effective as of the day, month and year first above written.

WITNESSES:

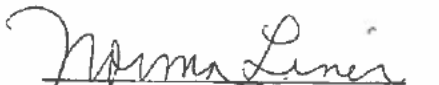




JEFFERSON PARISH

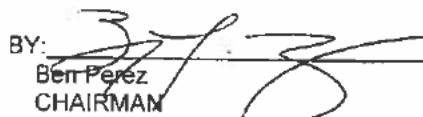
BY: 
Cynthia Lee-Sheng
COUNCIL CHAIRWOMAN

WITNESSES:





PATRONS OF LAFRENIERE PARK, INC.

BY: 
Ben Perez
CHAIRMAN



JEFFERSON PARISH
Office of the Parish Attorney

Michael S. Yenni
Parish President


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).

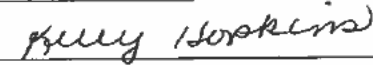
Contract Description: Approving Amendment Number 10 to the Cooperative Endeavor Agreement between the Parish of Jefferson and **Patrons of Lafreniere Park, Inc.** granting permission to the Patrons of Lafreniere Park to hold the 2018 Independence Day Celebration "Uncle Sam Jam" event in Lafreniere Park on Tuesday, July 3, 2018, or any day to which this event might be rescheduled, to provide funding for the event in an amount up to \$100,000.00, and to authorize food trucks and the collection of parking fees not to exceed \$5.00 per vehicle on the premises for the event.

Parish Council Approval: Resolution No. 130923 adopted on the 21st day February 2018



Michael J. Power
Parish Attorney, Jefferson Parish

Sworn to and subscribed before me,
Notary Public on the 2 day of
March, 2018.



Signature

Kelly Hopkins
Notary Public
LA Bar No. 33186
Parish of Jefferson, State of LA
My Commission is Issued for Life

Printed Name

Notary or Bar Roll Number: Michael S. Yenni Building - 1221 Elmwood Park Boulevard - Suite 701 - Jefferson, LA 70123
Office 504.736.6300 - Fax 504.736.6307
General Government Building - 200 Derbigny St. - Suite 5200 - Gretna, LA 70053 Office 504.364.3822
P.O. Box 9 - Gretna, LA 70054
Website: www.jcflparish.net

On motion of **Mr. Roberts**, seconded by **Ms. Lee-Sheng**, the following resolution was offered:

RESOLUTION NO. 130923

A resolution approving Amendment Number 10 to the Cooperative Endeavor Agreement between the Parish of Jefferson and **Patrons of Lafreniere Park, Inc.** granting permission to the Patrons of Lafreniere Park to hold the 2018 Independence Day Celebration "Uncle Sam Jam" event in Lafreniere Park on Tuesday, July 3, 2018, or any day to which this event might be rescheduled, to provide funding for the event in an amount up to \$100,000.00, and to authorize food trucks and the collection of parking fees not to exceed \$5.00 per vehicle on the premises for the event, (Council District 4)

WHEREAS, PARISH and ORGANIZATION entered into a Cooperative Endeavor Agreement (hereinafter the "Agreement"), authorized by Council Resolution No. 123029 adopted on June 11, 2014; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 1 to said Agreement, authorized by Council Resolution No. 125101 adopted on June 10, 2015; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 2 to said Agreement, authorized by Council Resolution No. 125746 adopted on September 3, 2015; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 3 to said Agreement, authorized by Council Resolution No. 126526 adopted on February 17, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 4 to said Agreement, authorized by Council Resolution 126659 adopted on March 2, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 5 to said Agreement, authorized by Council Resolution 127254 adopted on June 8, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 6 to said Agreement, authorized by Council Resolution 127323 adopted on June 22, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 7 to said Agreement, authorized by Council Resolution 127773 adopted on August 24, 2016; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 8 to said Agreement authorized by Council Resolution 128874 adopted on March 22, 2017; and

WHEREAS, PARISH and ORGANIZATION entered into Amendment No. 9 to said Agreement authorized by Council Resolution 129406 adopted on June 28, 2017; and

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 organization, corporation or individuals; and

WHEREAS, PARISH is authorized by Section 1.01(15) of the Jefferson Parish Charter to enter into this Amendment to develop and administer a system of PARISH parks, playgrounds, recreation programs, libraries, museums, and other recreation and cultural facilities and programs; and

WHEREAS, the public purpose of the Project is described as to provide enhanced recreational facilities at Lafreniere Park for the benefit of all citizens of Jefferson Parish, specifically the July 3, 2018 Independence Day Celebration "Uncle Sam Jam" event to be held at Lafreniere Park, including a date which this event may be rescheduled; and

WHEREAS, PARISH has a reasonable expectation of receiving the benefit of increased tourism and economic growth for Jefferson Parish, which is at least equivalent to the \$100,000.00 provided for in this Amendment; and

WHEREAS, PARISH wishes to amend the contract to provide funding in the amount of \$100,000.00 to assist in supporting the 2018 Independence Day Celebration "Uncle Sam Jam" event to be held in Lafreniere Park on July 3, 2018, or to a date which this event may be rescheduled; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. That Amendment Number 10 to the Cooperative Endeavor Agreement between the Parish of Jefferson and Patrons of Lafreniere Park granting permission to the Patrons of Lafreniere Park to hold the 2018 Independence Day Celebration "Uncle Sam Jam" event in Lafreniere Park on Tuesday, July 3, 2018, or any day to which this event might be rescheduled, to provide funding for the event in an amount up to \$100,000.00, and to authorize food trucks and the collection of parking fees not to exceed \$5.00 per vehicle on the premises for the event, is hereby approved.

SECTION 2. That all costs associated with this Amendment shall be taken from Account number 22030-2764-126-7680.176 (20364.000).

SECTION 3. That the Chairwoman of the Jefferson Parish Council, or in her absence the Vice-Chairman, is hereby 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 21st day of February, 2018.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY


EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

Patrons Improvements
to Lafreniere Park,
E-mail to JPOIG,
dated 08/11/2018



From: [Barry McGuinness](#)
To: [Paul Lumpkin](#)
Subject: Patrons of Lafreniere Park
Date: Saturday, August 11, 2018 12:57:00 PM

I wanted to take this opportunity to detail some of the recent projects that the Patrons funded at Lafreniere Park.

2018 – **The Foundation Center Renovation**

\$4,450.00 – media Upgrade in Conference Room

\$ 1,150.00 – Refurbished Bronze Plaques on exterior walls near Main Entrance to building

\$915.00 – Bathroom repair to avoid a change order and additional delay

Total Benefit - \$6,515.00

2017 – **Copeland Stage Redesign**

\$2,875.00 – Barricades for the stage

\$3,656.00 – Bermuda Grass Sod for stage (30 pallets)

\$ 696.00 – LED lights for Stage

Total Benefit - \$7227.00

2017 – **Disc Golf Course**

\$980.00 – Purchased 4 new disc golf baskets for course

2016 – **Azalea Planting**

\$2500.00 – Purchased along with The Jefferson Council of Garden Clubs Azalea Plants and renew the garden in front of the Foundation Center

2016 – **Recycling Program**

\$2,000.00 – Put up the Park's portion of matching funds to receive a grant from Keep America Beautiful that established our current recycling program

2015 – **Labyrinth Project**

\$20,000.00 portion of the project funded by the Patrons of Lafreniere

2015 – **Water Drinking Fountains**

\$5,000.00 – Purchased and replace 5 existing water fountains with new ADA compliant water drinking fountains

This list is just the things I can remember off the top of my head that the Patrons have contributed to and I wanted you to make it part of the record to show that we have received benefits that have enhanced the Park from the Patrons.

Barry McGuinness

*Park Manager
Lafreniere Park
3000 Downs Blvd.
Metairie, LA 70003
504-838-4389*

Please be advised any information provided to Jefferson Parish Government may be subject to disclosure under the Louisiana Public Records Law. Information contained in any correspondence, regardless of its source, may be a public record subject to public inspection and reproduction in accordance with the Louisiana Public Records Law, La. Rev. Stat. 44:1 et seq.

Attachment E

E-mail from Internal Auditor to JPOIG, dated 08/10/2018
and
E-mail from Patrons' President to JPOIG, dated 08/21/2018



From: [Tara Hazelbaker](#)
To: [Paul Lumpkin](#)
Cc: [Deputy Inspector General](#)
Subject: RE: The Patrons of Lafreniere - Narratives
Date: Friday, August 10, 2018 8:37:56 AM

Hi Paul,

Internal Audit has not received any such reports since I have stepped into this role.

Have a great day!

Regards,

Tara Hazelbaker, CPA
Director of Internal Audit
1221 Elmwood Park Boulevard, Suite 306
Jefferson, Louisiana 70123
Phone 504-736-6737

From: Paul Lumpkin [mailto:plumpkin@jpoig.net]
Sent: Thursday, August 9, 2018 10:33 AM
To: Tara Hazelbaker <THazelbaker@jeffparish.net>
Cc: Deputy Inspector General <bsmith@jpoig.net>
Subject: The Patrons of Lafreniere - Narratives

Hi Tara,

Great speaking with you this morning. As a follow up I would like to get clarity on the following:

Per the Patrons of Lafreniere CEA:

“Organization (“Patrons”) shall furnish narrative reports to the Jefferson Parish Director of Internal Audit detailing the amounts of and reasons for all expenditures of funds allocated under this Agreements. All such reports shall be furnished quarterly.”

Could you please confirm if narrative reports have been submitted. If they have, can you please provide all reports from 2013 through 2017.

Kind Regards,

Paul M Lumpkin - CFE, CIGI, M.S.Acy
Special Agent-Investigations
Office of Inspector General-Jefferson Parish, Louisiana
5401 Jefferson Highway, Suite C

From: [Ben Perez](#)
To: "JPOIG"
Subject: RE: Document Request - Patrons of Lafreniere
Date: Tuesday, August 21, 2018 5:20:40 PM
Attachments: [REDACTED]

Paul,

I have asked the previous 2 chairmen and they don't recall anything more than having to provide receipts and proof of payment for the Uncle Sam Jam events. It doesn't appear that narrative reporting has ever been done for the event. We will add it to the checklist for the most recent and future events.

Thank you,
Ben

Benjamin J. Perez

Office: [REDACTED]
Mobile: [REDACTED]
Email: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Attachment F

Unexecuted Lease
between Patrons and
Claude and Donna
Black, dba Plum Street
Snoballs, dated
10/30/2012



LAFRENIERE PARK CONCESSION STAND LEASE AGREEMENT

- 1) PARTIES : THIS LEASE, DATED THE 30TH DAY OF OCTOBER , 2012
(Hereinafter "Lessor") Lafreniere Park Patrons Board and (hereinafter "Lessees")
Claude and Donna Black dba Plum Street Snoballs.
- In Consideration of the rental stated herein and their mutual covenants, Lessor
leases to Lessees and Lessees leases from Lessor on the terms and conditions
herein, The following described premise: Building Located on and in Lafreniere Park
known as Concession Stand along with all its improvements therein presently.
- 2) TERM: The term of the lease is 13 months/ 1 year, 1 month commencing
December 1, 2012 and expiring December 31, 2013; or as extensions and/or
amendments may apply.
- In the event Lessee takes occupancy sooner than the commencement dates, the
commencement date shall be the date of such occupancy and the expiration date
shall remain unchanged.
- In event the premises are not ready for occupancy by the commencement date, due
to cause beyond Lessor's control, the commencement date will be the date of actual
occupancy and the expiration shall remain unchanged. However, if the delay
exceeds 60 days, lessees, at his option may cancel lease.
- 3) RENTAL: Lessees agrees to pay Lessor, without deduction, set off, prior notice,
or demand rental during said term payable on the first day of each month in
advance, monthly installments of \$1,500.00 per month. Payments are to be made as
follows: First month, zero amount due, 2nd thru the 5th month will be half the agreed
upon rent or \$750.00 per month, 6th thru 13th month, the full monthly rent of
\$1500.00 of the agreed upon monthly rent. As described above each monthly
installment shall be due and payable on or before the first day of each calendar
month succeeding the "commencement date" during the demised term, provided,
that if the "commencement date" should be a date other than the first day of a
calendar month, The monthly rental and installments shall begin as described above
beginning the next first day of the proceeding calendar month. All succeeding
installments of rent shall be payable on or before the first day of each succeeding
calendar month during the demised lease term.
- All rentals due under this lease are payable to the order of Patrons of Lafreniere
Park and delivered to Lessor or his agent at 3000 Downs Blvd., Metairie, La. 70003
or as Lessor or his succession representative may hereafter from time to time
designate in writing.
- Rent is due on the 1st day of each month and is late after the 10th day. A late fee of
\$100 dollars will be charged for any payment received after the 10th day.
- 4) SECURITY DEPOSIT: On the date of execution by lessees, there shall be due and
payable a security deposit in the amount of \$1,500.00 to be held for the
performance by lessee of lessee's covenants and obligations under this lease. It
being expressly understood that the deposit shall not be considered an advance
payment of rent or a measure of lessor's damage in case of default by Lessees or
breach by Lessee of Lessees covenants under this lease. Lessor may, from time to
time, without prejudice to any remedy, use the security or liability caused to Lessor
by the event of default or breach of covenant, any remaining balance of the security
deposit to be returned by Lessor to Lessees upon termination of this lease.

- 53 5) DELIVERY OF PREMISES: Lessees hereby accepts the premises in their existing
54 condition and assumes responsibility for the condition of the leased premises. Any
55 improvements or alterations desired by Lessees shall be at Lessees cost, with
56 Lessor's approval, except as hereinafter
57 provided _____
58 _____
59
- 60 6) KIND OF BUSINESS: Lessee shall occupy the premises throughout the full term of
61 the lease, and the principal business to be conducted is concession, snowball stand.
62 Lessees agrees to comply with (and to indemnify Lessor from any violations of) all
63 laws or ordinances relative to Lessees use of the premise.
64
- 65 7) RESTROOM FACILITIES: Lessor will allow use of the existing Restroom
66 designated as Restroom 1, for the concessions stands owners, operators, employees
67 and customers.
68
- 69 8) ALTERATIONS: All alterations, replacements and improvements made upon the
70 premise during the lease, including lighting, electrical wiring, partitions, all heating
71 and air conditioning, shall be done only with prior express written consent of Lessor
72 and shall become the property of Lessor upon the expiration of the lease. However
73 certain trade fixtures, machinery and equipment installed by Lessees solely for use
74 in his business shall remain the property of Lessee; such trade fixtures, machinery
75 and equipment installed by Lessees shall be removed at the expiration of the lease,
76 provided the premises are returned to the same condition as when let, ordinary
77 wear and tear, Act of God or other casualty excepted. In the event Lessees fails to
78 remove any such fixtures, machinery or equipment installed by Lessees, Lessor may
79 at their option and at Lessees expense demolish, remove and dispose of all such
80 items or may retain as property of Lessor without reimbursement to Lessees.
81 Lessees undertakes that no lien, privilege, or claim of any kind shall rest against the
82 leased premises from any repairs, alterations, additions, or improvements, or from
83 the construction of any building or buildings; and agrees to furnish, at his own cost,
84 to Lessor upon Lessor's request, the bond of a responsible surety company,
85 qualified to do business in the State of Louisiana, and reasonably acceptable to
86 Lessor, conditioned to hold Lessor and the leased premises harmless against any
87 such lien, privilege, or claim, said bond to be for an amount equal to the estimated
88 costs of such construction, restoration, alterations, additions or improvements. No
89 consent of Lessor for Lessees to make improvements or repairs to the premises shall
90 be deemed to permit Lessor's interest to become subject to labor or material liens.
91
- 92 9) DELIVERY AT EXPIRATION OF LEASE: At expiration of this lease, Lessees shall re-
93 deliver to Lessor the premises in good order and condition clear of all goods and
94 broom cleaned and shall make good all damages to the premise, usual wear and
95 tear damage by the elements excepted and shall remain liable for holdover rent
96 until the premises with keys shall be returned in such order to Lessor. No demand or
97 notice of such delivery shall be necessary; Lessees expressly waiving all notices and
98 legal delays.
99
- 100 10) LIEN FOR PAYMENT OF RENTAL: Lessee hereby accepts that Lessor shall have
101 the rights provided for protection of interests under Louisiana Law, and in addition
102 shall have a possessory lien on all goods located upon the premises for payment of
103 all rental and other sums due by Lessees to Lessor by reason of this lease.
104
- 105 11) ASSIGNMENT AND SUBLETTING: This lease may not be assigned, and the
106 premises may not be sublet, partially or fully. Even in the event of permitted
107 assignment or sub-letting, Lessees acknowledges that it shall remain fully responsible
108 for compliance with all terms of the lease. Any sub-Lessee occupying any part of this

109 space, shall, by the act of subletting formally or informally assume all obligations of
110 Lessee, whether or not Lessor knew of or approved or disapproved of such sub-
111 letting.

112

113 12) INSOLVENCY, ETC. AS DEFAULT: In the event of Lessees bankruptcy,
114 receivership, insolvency, attachment by law of its contents, or assignments for the
115 benefit of creditors or lessees failure to maintain a going business in the premises,
116 Lessor may immediately upon written notice to Lessees declare a default in the
117 lease. After 30 days Lessor has the right to remove any and all of Lessees property in
118 order to lease the property to a new lessee.

119

120 13) DEFAULT BY LESSEES: Should Lessees fail to pay any of the rentals provided for
121 herein promptly on the day when same shall become due and payable hereunder,
122 and shall continue in default for a period of five (5) days after written notice thereof
123 by Lessor; or should Lessees fail to comply with any of the other obligations of this
124 lease, within Twenty (20) days from the mailing by Lessor of notice demanding
125 same, Lessor shall have right, at Lessor's option (a) to cancel this lease, in which
126 event there shall be due to Lessor liquidated damages, a sum equal to the amount
127 of the guaranteed rent for one year, or alternatively at Lessor's option, to be
128 reimbursed all actual cost incurred in re-entering, renovating and reletting said
129 premises: (b) to accelerate all rentals due for the unexpired remaining term of this
130 lease and declare same immediately due and payable; and/or (c) to sue for the
131 rents in intervals or as the same accrues.

132

133 The foregoing provisions are without prejudice to any remedy which might
134 otherwise be used under the Laws of Louisiana for arrears of rent or breaches of
135 contract, or to any lien to which Lessor may be entitled.

136

137 If Lessees have taken steps to cure any default not curable in Twenty (20) days, such
138 additional reasonable time as is necessary to cure default shall be granted lessees.

139

140 Should Lessees terminate this lease as provided in this article, Lessor may re-enter
141 said leased premises and remove all persons or personal property, without legal
142 process, and all claims and damages by reason of such re-entry are expressly
143 waived.

144

145 Lessor's failure to strictly and promptly enforce these conditions or any and all
146 conditions shall not operate as a waiver of Lessor's rights. Lessor hereby expressly
147 reserves the right to always enforce prompt payment of rent, to enforce at any time
148 all terms, provisions, covenants, agreements and conditions of this lease agreement,
149 but the same shall continue in full force and effect regardless of any indulgences or
150 extensions previously granted.

151

152 In the event Lessees defaults in the performance of any terms, covenants,
153 agreements, or conditions contained in this lease and Lessor places the
154 enforcement of this lease, or any part thereof, or the released premises in the hands
155 of an attorney, or files suit upon same, Lessees agree to pay reasonable attorney's
156 fees incurred by Lessor.

157

158 14) RIGHT TO ENTRY: Lessor may enter the premises at reasonable times to inspect
159 the same, to make repairs and alterations, or to run pipe or electric wires, as Lessor
160 may deem necessary and appropriate provided that Lessor will not unduly
161 inconvenience Lessees business.

162

163 15) SIGNS: Unless otherwise agreed in the lease, Lessees shall be permitted to
164 place menu signs and business name signs on the premises without Lessor's prior
165 written approval. Lessees are not allowed to paint directly unto the premises any
166 signage without written approval of Lessor. Upon termination of this lease, Lessees
167 shall remove any sign, advertisement or notices painted or affixed to the leased
168 premise and restore the place it occupied to the condition in which it existed as of
169 the date of this lease. Upon Lessees failure to do so, Lessor may do so at Lessees
170 expense.

171
172 16) CONDITIONS AND UPKEEP OF PREMISES: Lessees will at Lessees sole expense
173 keep and maintain in good repair the entire premises including limitation interior
174 walls, floors, ceilings, ducts, utilities, air conditioning, heating, lighting, plumbing,
175 water heater, Kitchen Hood Systems, grease reduction trap, properly tagged fire
176 extinguisher and fire suppression system as needed.

177
178 Lessor shall be responsible only to maintain the roof, foundation, and outside walls.
179 Lessor shall be responsible for equipment, presently available for use as of the date
180 of the lease agreement; replacement in case of equipment becomes un-repairable.
181 Lessee would be responsible for replacement if equipment shows misuse and/or
182 neglect. Where contractors or manufacturers warranties are applicable and the
183 Lessees advises the Lessor in writing of the need for such repair, the Lessor at his
184 option, will enforce such warranties for Lessees benefit or assign such warranties for
185 lessees to enforce. However Lessor shall not be obliged to make any repairs unless it
186 shall be notified in writing by Lessees of the need of such repair and have had
187 reasonable period of time to make such repair and shall not be liable to make repair
188 occasioned by lessees acts within the building and premises. Lessor shall not be
189 liable for any damage or loss in consequence of defects about the building and
190 premises; unless it shall have failed to repair defects for which it is responsible
191 within a reasonable time following written demand of Lessee to do.

192
193 It is specifically acknowledged that replacement of glass windows is Lessees
194 responsibility, as well as keeping pipes from freezing in the winter.

195
196 Lessees shall immediately repair damage caused be Lessees that threatens or
197 weakens the structure or detracts from the appearance of the premises. Lessees
198 shall also maintain a high degree of neatness and cleanliness. If Lessees do not
199 correct the damages and/or clean the premises within five (5) days of written
200 notification by Lessor, Lessor may proceed with repairs and/or clean-up at lessees
201 expense.

202
203 Lessees agree not to store merchandise or leave trash outside premises. All trash
204 shall be kept in containers and/or brought to the designated dumpster area. Should
205 Lessees be in default in the requirements of this provision, Lessor may, after notice
206 to Lessee remedy such default at Lessees expense, and such expense shall be
207 treated as additional rental due under this lease by lessees.

208
209 17) FIRE AND CASUALTY CLAUSE: In the case said premises are damaged by fire or
210 other cause as to be rendered untenable and necessary repairs cannot be made
211 within 180 days, this lease shall terminate as of the time the premises were
212 rendered untenable. However, if the damage is such that repairs can be completed
213 within 180 days, Lessor agrees to make such repairs promptly, and to allow Lessees
214 abatement in rent for such time as the premises remains untenable. Either party
215 may terminate this lease effective the date of the casualty by giving party a written
216 notice of such election within 30 days of the loss. In the event of partial loss, the
217 rent shall be abated by that proportion of the leased premises rendered unfit for
218 use.

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18) INSURANCE AND INDEMNITY: A) Liability and Property Damage: Lessees shall at all times during the full term of the lease and during the full term of any holdovers or other rental agreements, carry and maintain at its own cost and expense General Public Liability Insurance against claims for personal injury or death and/or property damage occurring on the leased premises; such insurance to afford protection to both Lessor and Lessee, as their interests may appear, including coverage for the contractual liability of Lessees to Lessor assumed hereunder, and is to be maintained in reasonable amounts, having regard to the circumstances, and the usual practice at the time of prudent owners and Lessees of comparable facilities in the New Orleans Metropolitan Area, but in no event in amounts less than \$1,000,000 with respect to bodily injury or death to any one person, \$2,000,000 with respect to any one accident, and for property damage not less than \$50,000. Lessees shall deliver to Lessor evidence of Lessor added as an Additional Insured with a waiver of rights of subrogation to protect Lafreniere Park, Parish of Jefferson, friends of Lafreniere Patrons Board, and/or assigns.

B) Fire and Extended Coverage: Lessor shall, at all times during the full term of this lease, keep all improvements in and on the demised premises insured to the full replacement value thereof against loss by fire and extended coverage and maintain such insurance at all times as specified herein.

C) Placement of Insurance: All of the aforementioned policies of insurance shall be written and maintained in responsible insurance companies duly licensed to do business in and to issue policies in the State of Louisiana. The policies providing for the protection required in subparagraph (A) hereof may remain in the possession of Lessees, provided, however, that Lessee furnishes satisfactory evidence to Lessor that such policy or policies fulfill the requirements of this subparagraph.

D) Voiding Insurance: Lessees will not permit the herein demised premises to be used for any purpose which would render insurance thereon voided.

E) Indemnity: All policies of General Liability Insurance and Workers Compensation Insurance and the Certificate of Insurance therefore required by this lease will reflect that the insured shall have no right of recovery of subrogation against Lafreniere Park, Parish of Jefferson, Friends of Lafreniere Patrons Board and/or assigns. With it being the intention of the parties that the insurance policies so affected shall protect and be the primary coverage for all said losses covered by the described insurance. Lessees shall and will forever indemnify and save harmless Lessor from and against any and all liability, penalties, expense, cause of action, suits, claims or judgments for death, injury, or damages to persons or property during the term of this lease while on or arising out of the use, occupation, management, or control of the leased premises, adjacent property, streets and sidewalks, or any act of operation on any thereof, or growing out of the demolition, construction, alteration or repair of any building thereon in any case without regard to whether such death, damage or injury resulted from the negligence of Lessees or its sub-lessees or their respective agents or employees or otherwise, including without limitation such death or injury as may have resulted from sole or contributing negligence, act or omission of Lessor or their agents employees or for which Lessor may have liability without fault. Lessee shall and will at his own expense, defend any and all suits that may be brought against Lessor, or any of them, or in which Lessor or any of them, may be impeded with others, upon any such above mentioned claim or claims, and shall and will satisfy, pay and discharge any and all judgments that may be recovered against Lessor, or any of them, in such action or actions in which Lessor, or any of them, may be a party defendant.

275 19) UTILITIES: All utility charges on the leased premises shall be paid by Lessor
 276 and/or agents for including cost of heat, water, electric current, garbage pickup, and
 277 sewer. Lessor is required to maintain the exterior of the property throughout the
 278 day, empty garbage cans and deposit all garbage daily in the designated dumpster in
 279 the park maintenance yard.

280

281 20) ATTORNEY'S FEES AND EXPENSES: In event it becomes necessary for either
 282 party to employ an attorney to enforce compliance with any of the covenants and
 283 agreements herein contained; unsuccessful litigant shall be liable for reasonable
 284 attorney's fees, cost and expenses incurred by the other party.

285

286 21) NOTICE: any notice provided for herein must be in writing and will be deemed
 287 given when deposited by certified mail (regardless of when or if received by the
 288 addressee), or when actually delivered in person to the parties or their designated
 289 agents at the following addresses or at such other addresses as they may from time
 290 to time direct.

291 Lessor: ___ Patrons of Lafreniere Park Board

292 ___ 3000 Downs Blvd
 293 ___ Metairie, La. 70003

294

295

296 Lessees: ___ Claude and Donna Black
 297 ___ DBA Plum Street Snoballs
 298 ___ 1509 N. Sibley St.
 299 ___ Metairie, La. 70003

300

301 In addition to or in lieu of the foregoing, at Lessor's option, notice to the Lessees
 302 may be given by affixing such notice to the principal entrance to the leased
 303 premises.

304

305 22) CONDEMNATION: If the leased premises are subjected to any eminent domain
 306 proceedings, the lease shall terminate if all of the lease premises are taken or if the
 307 portion taken is so extensive that the residue is wholly inadequate for the Lessees
 308 purpose. If the taking is partial, then Lessees rentals shall be reduced in the
 309 proportion which space taken bears to the space originally leased. In such
 310 condemnation proceedings, Lessees may claim compensation for moving expenses
 311 and for the taking of any removable installations, which by the terms of this lease;
 312 Lessees would be permitted to remove at the expiration of this lease. If such award
 313 is separately allowed by the condemning authority, but Lessees shall be entitled to
 314 no additional award.

315

316 23) QUIET POSSESSION: Lessor agrees to warrant and defend Lessee in its quiet and
 317 peaceful possession of the premises so long as the lease is not in default.

318 24) LEASE HOLDOVER: Should Lessees remain on the premises after expiration of
 319 this lease agreement, Lessor has the option to interpret such actions as creating a
 320 month-to-month lease at a rental of the same value of one twelfth the annual lease
 321 amount of the lease term or with written notice consider the holding over a
 322 trespass. Only a new signed lease or extension agreement shall deprive Lessor of
 323 the choice of action.

324

325 25) ENTIRETY OF UNDERSTANDING IN WRITTEN LEASE: It is agreed that the entire
326 understanding between the parties is set out in the lease and any riders which are
327 annexed, and that this lease supersedes and voids all prior proposals, letters and
328 agreements, oral or written. The Law of Louisiana where the leased premises are
329 situated shall apply.

330

331 26) WAIVER / WAVIER OF NOTICE: Failure of Lessor to declare immediately upon
332 occurrence thereof or delay in taking an action in connection therewith, shall not
333 waive such default, but Lessor shall alter Lessees right to declare any such default at
334 any time; no waiver of any default shall alter Lessees obligations under the lease
335 with respect to any of existing or subsequent default.

336

337 Upon termination of the right of occupancy for any reason, Lessees expressly waives
338 notices to vacate premises prior to institution of eviction proceedings in accordance
339 with La. CCP Article 4701 and La CC Article 2713.

340

341 27) BINDING ON HEIRS, ETS: It is further agreed by the parties to this lease that all
342 of the covenants and agreements enumerated herein shall be binding upon and
343 inure to the benefit of all parties hereto and their respective legal representatives,
344 heirs, successors, and assigns throughout the life of this instrument.

345

346 28) SUBROGATION: Neither the Lessor nor the Lessees shall be liable to the other
347 for the loss arising out of damage to or destruction of the leased premises, or the
348 building or improvements of which the leased premises are a part thereof, when
349 such loss is caused by any of the perils which are or could be included within or are
350 insured against by a standard form of fire insurance with extended coverage. All
351 such claims for any and loss, however caused, hereby are waived. Said absence of
352 liability shall exist whether or not the damage or destruction is caused by the
353 negligence of either Lessor or Lessees, by any of their respective agents, servants or
354 employees. It is the intention and agreement of the Lessor and the Lessees that the
355 rentals reserved by this lease have been fixed in contemplation that each party shall
356 fully provide his own insurance protection at his own expense, and that each party
357 shall look to his respective insurance carriers for reimbursements of any such loss;
358 and further, that the insurance carriers involved shall not be entitled to subrogation
359 under any circumstances against any party to this lease. Neither the Lessor nor the
360 Lessees shall have any interest or claim in the other's insurance policy or policies, or
361 the proceeds thereof, unless specifically covered therein as joint assured.

362

363 29) COMMON AREA MAINTENANCE: Lessor shall be responsible for maintaining the
364 common areas used in connection with the leased premises in a safe and clean
365 condition which common areas shall include, but not be limited to, all parking areas,
366 access roads and facilities in or at the premises including driveways, loading docks
367 and areas, sidewalks, ramps, landscaped and planting areas, lighting facilities,
368 bathroom facilities, signs and all of the area and improvements for the general use,
369 in common, or Lessees their officers, agents, employees and customers. Lessor shall
370 have the right, from time to time to establish, modify and enforce reasonable rules
371 and regulations with respect to all such facilities and areas; to change traffic access,
372 provided the lease premises are adequately served by the new access; to restrict
373 parking by Lessees, their officers, agents and employees to designated areas; and to

374 do and perform such other acts as Lessor shall, in the use of its business judgment ,
375 determine to be advisable with a view to the improvement of the convenience and
376 use thereof by Lessees, their officers, agents, employees and customers.

377
378 30) CONFLICTS: If there is any conflict between the printed portions and the
379 typewritten or handwritten portions of this lease, the typewritten or handwritten
380 portions of this lease shall prevail.

381
382 31) BENEFITS OF PARTIES: All of the provisions contained herein shall be bound
383 upon and shall be inured to the benefit of Lessor and Lessees, their heirs, executors,
384 administrators, successors, and assigns as the case may be and all of the provisions
385 contained herein.

386
387 32) LEASE RECORDATION: All parties to this lease may, but shall not be obligated to,
388 record this lease.

389
390 33) NOTICE: Any notice or document required or permitted to be delivered
391 hereunder may be delivered in person or shall be deemed to be delivered whether
392 actually received or not when deposited in the United States Mail, postage prepaid,
393 addressed to the parties hereto at their respective addresses as they have hereto
394 specified or may hereafter specify by written notice delivered in accordance
395 herewith.

396
397 34) HOURS OF OPERATION: The lessee shall be required to adhere to set hours of
398 operation and display such hours on a minimum of 2 signs stating the following
399 agreed upon minimum hours of operation: all Saturdays and Sundays from
400 11:00 am to 5:00 pm and weekdays from May to September from 11:00 am to
401 7:00 pm and from September to May from 3:00 pm to 5:00pm

402
403 IN WITNESS WHEREOF, The parties have set their hands to duplicate original copies as
404 to the day and year first above written.

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LESSOR DATE

LESSEE DATE

LESSEE DATE

WITNESS DATE

WITNESS DATE

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Patrons Meeting
Minutes, dated
06/05/2013 with
Attachments



From: [REDACTED]
Sent: Wednesday, July 03, 2013 2:27 PM
To: [REDACTED]
Subject: Fw: PATRONS OF LAFRENIERE PARK MINUTES 6-5-13

----- Forwarded Message -----

From: [REDACTED]
To: [REDACTED]
Sent: Tuesday, July 2, 2013 4:04 PM
Subject: PATRONS OF LAFRENIERE PARK MINUTES 6-5-13

PATRONS OF LAFRENIERE PARK
MINUTES
JUNE 5, 2013

PRESENT: Colgan, Crawford, Ebberman, Emery, Klein, Landry, Navarro, Russo, Steiffel

ADMINISTRATION: Chris Nauman, Park Manager; Leo Webb, Parks & Recreation

GUESTS: Jackie Madden

MINUTES: Approved by acclamation

TREASURER'S REPORT

- \$48,275.60 in Operating Account (details upon request). Jerri Klein moved, Chris Russo seconded, filed for audit.

Ginger Crawford reported that repeated requests to remove fees from TOTT account have not yielded action as yet. Management at Capital One have confirmed that they should not have been charged per original agreement. When they are credited funds will be transferred to the Patrons account and the account closed per our vote.

MOTION: JERRI KLEIN MOVED, COLEEN LANDRY SECONDED TO REMOVE THE NAMES OF JERRY CRAWFORD AND BRIAN BEHLAR FROM THE SIGNATURE CARD. (THEY WERE ON THE ORIGINAL). APPROVED BY ACCLAMATION.

PARK MANAGER'S REPORT (SEE ATTACHED)

ADVISORY BOARD REPORT

There was no report from the Building Committee on the Marsh Island Project or the Labyrinth project. We are awaiting information from the LSU Ag Center on the dredging.

At the May meeting, A MOTION WAS MADE TO DEFER FINAL RECOMMENDATION ON THE COPELAND PROJECT UNTIL FINAL RENDERINGS AND PLANS ARE SUBMITTED AS ORIGINALLY AGREED.

LAFRENIERE LIVE CONCERT SERIES

JIM BESSELMAN, EVENT PLANNER FOR THE SERIES PRESENTED A CHECK TO THE PATRONS FOR \$8,507.00, REPRESENTING DONATIONS AND REVENUES COLLECTED . (\$2675.00 AND \$5,832.00).

The Fall Series is scheduled for October 3rd through Halloween. Jim has proposed selling liquor and wine as the LRA and Hospitality, and Convention Center sell it at their functions. He has a liquor license. While the series did better, there is a need for more sponsor dollars.

He will also talk to the LRA about Taste of the Town.

NEW MEMBER

Jackie Madden was introduced by Ginger Crawford as a well-known member of our community active in many organizations such as Friends of Jefferson the Beautiful, JPAS, WYES, Dollars for Scholars, and Jefferson Community School, among others. She is highly respected as an active and successful fundraiser and has expressed a love for Lafreniere Park and a desire to join the Patrons.

MOTION: GINGER MOVED, KLEIN SECONDED, APPROVED FOR MEMBERSHIP TO THE PATRONS OF LAFRENIERE PARK BY ACCLAMATION. HER E-MAIL IS [REDACTED]@AOL.COM

ADJOURNMENT

Chairman Bob Emery adjourned the meeting at 7:35 PM and reminded us there is an Uncle Sam Jam meeting on Wednesday June 19th at 6:30 PM in the Foundation Center.

Respectfully Submitted, Ginger Crawford Secretary

**LAFRENIERE LIVE SPRING 2013
THRU 5/15/13
3 CONCERTS**

Income

Sponsors

Beer Crescent Crown	\$5,000.00
Liquor Glazer	\$2,000.00
Wine Glazer	\$ 500.00
TOTAL:	\$7,500.00

Food Vendor Booth Fee

Plum Street	\$ 450.00
Tarpon Joes	\$ 450.00
Labellas	\$ 450.00
Mellow Mushroom	\$ 450.00
Cypress Catering	\$ 375.00
Gendusa	\$ 500.00
TOTAL:	\$2,675.00*

*ALL TO PATRONS

5,832.00
8,507.00



Bar Sales

4/18	\$ 2,480.00
4/25	\$ 2,338.00
5/9	\$ 2,972.00
5/16	\$ 3,826.00
5/23	\$ 2,693.00
5/30	\$ 3,400.00
TOTAL:	\$17,709.00
LESS EXPENSES:	\$-6,045.00
TOTAL AFTER EXPENSES:	\$11,664.00
50/50 SPLIT:	\$ 5,832.00

**LAFRENIERE LIVE SPRING 2013
THRU 6/1/13
6 CONCERTS**

Material Labor

Signs – Signworx, LLC	\$ 335.41
Bar Supplies – Sysco	\$ 483.01
Lemons & Limes – Bubba's	\$ 75.90
Soft Drinks – Winn Dixie	\$ 224.51
Mixer – Target	\$ 14.12
Red Bull – Crescent Crown	\$ 130.00
Ice – Pelican \$130 per night	\$ 780.00
Kegs 9 – Crescent Crown	\$1,062.00
	\$3,104.95

Labor

3 – Bartenders @ \$50	
1 – Manager @ \$150 = Total: \$300 each week	\$1,800.00

Band Management

\$100 per week contracting and scheduling	\$ 600.00
River Parish Handicap Port-o-let	\$ 540.00
TOTAL:	\$6,044.95

Attachment H

Sponsorship Fees from
Crescent Crown
Distributing, LLC paid
to Live at Lafreniere



RESCENT CROWN DISTRIBUTING, L. L. C.

Vendor ID	Name	Payment Number	Check Date	Document Number	
	LIVE AT LAFRENIERE	0002475	2/15/2013	086274	
Our Voucher Number	Date	Amount	Amount Paid	Discount	Net Amount Paid
2013 SPRING SERIES	2/15/2013	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00

MS
2/18/13

\$5,000.00 \$5,000.00 \$0.00 \$5,000.00

RESCENT CROWN DISTRIBUTING, L. L. C.

Vendor ID	Name	Payment Number	Check Date	Document Number	
	LIVE AT LAFRENIERE	0002475	2/15/2013	086274	
Our Voucher Number	Date	Amount	Amount Paid	Discount	Net Amount Paid
2013 SPRING SERIES	2/15/2013	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00

\$5,000.00 \$5,000.00 \$0.00 \$5,000.00

THE FACE OF THIS DOCUMENT HAS A PANTOGRAPH FEATURE AND MICROPRINTING • ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER WHICH CONTAINS A WATERMARK

RESCENT CROWN DISTRIBUTING, L. L. C.
900 ALMONASTER AVENUE
NEW ORLEANS, LA 70126

Wells Fargo Bank, N.A.
420 Montgomery Street
San Francisco, CA 94104

CHECK DATE: 2/15/2013
CHECK NUMBER: 086274

11-24
1210

Five Thousand Dollars and 00 Cents

\$5,000.00

LIVE AT LAFRENIERE
600 SOUTH PETERS
NEW ORLEANS LA 70130

VOID AFTER 90 DAYS

Paul Burch

AUTHORIZED SIGNATURE

MP



[Redacted]

[Redacted]

250000
↓

MC - Spring Series / Lafreniere

Crescent Crown Distributing
5900 Almonaster Avenue
New Orleans, LA 70126

OK to
Make
per Nick

Invoice

Event held on Monday, April 01, 2013

1 SPONSORSHIP SPRING SERIES LIVE A LAFRENIERE @ \$5,000.00 \$5,000.00

	Food	Beverage	Liquor	Equipment	Labor	Room	Other	Total
Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00
Gratuity	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Service Charge	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Taxes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00

Paid	\$0.00
Balance	\$5,000.00

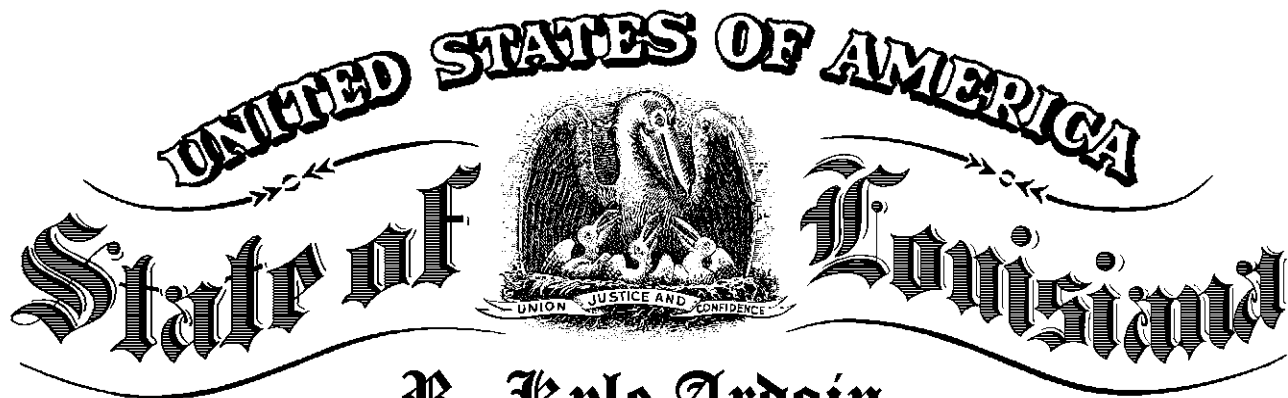
Pay Method	Card Type	Card Holder	Signature
Card Number		Expires	

PAYMENTS MADE

Payment	Date	Method
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Live at Lafreniere,
Inc., Articles of
Incorporation and
related documents





R. Kyle Ardoin
 SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that
 the attached document(s) of

SAINT CECILIA PROJECT

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

40666182N	ORIGF	11/15/2011	3	page (s)
40744566	AMEND	02/15/2012	2	page (s)
41017332	AMEND	12/10/2012	2	page (s)
41290716	NMCHG	09/17/2013	1	page (s)
41290410	12 AR	09/17/2013	1	page (s)
41318588	13 AR	10/21/2013	1	page (s)
41705748	14 AR	11/25/2014	1	page (s)
42088801	15 AR	12/01/2015	1	page (s)
42425297	16 AR	10/18/2016	1	page (s)
42831471	17 AR	10/17/2017	1	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,

October 2, 2018

Secretary of State

SS



Certificate ID: 11000554#PKH62

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

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

- 1. The name of this corporation is:** LIVE AT LAFRENIERE, 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. This corporation is a nonprofit corporation.**
- 5. The location and municipal address (not a P.O. Box only) of this corporation's registered office is:**

1100 INDUSTRY ROAD
KENNER, LA 70062

- 6. The full name and address (not a P.O. Box only) of this corporation's registered agent(s) is/are:**

ADOLPH FEDERICO
1100 INDUSTRY ROAD
KENNER, LA 70062

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

ADOLPH FEDERICO
1100 INDUSTRY ROAD
KENNER, LA 70062

- 8. The corporation's initial board of directors, municipal addresses (not a P.O. Box only) and term of office are:**

ADOLPH FEDERICO (President)
1100 INDUSTRY ROAD
KENNER, LA 70062

BARRY MCGUINNESS (Secretary)
250 ORCHARD ROAD
RIVER RIDGE, LA 70123

TIMOTHY KILBRIDE (Treasurer)
1117 GIUFFRIAS AVENUE
METAIRIE, LA 70001

- 9. This corporation is to be organized on a non-stock basis.**

- 10. Other Provisions:**

I hereby certify that I am the Incorporator and have the authority to sign on behalf of any other Incorporator listed.

Electronic Signature: ADOLPH M. FEDERICO (11/15/2011)



Agent Affidavit and Acknowledgement of Acceptance

Charter Number: 40666182N

Charter Name: LIVE AT LAFRENIERE, INC.

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

Date Responded	Agent(s)	Agent(s) Electronic Signature
11/15/2011	ADOLPH FEDERICO	ADOLPH FEDERICO

**AMENDMENT OF ARTICLES
OF INCORPORATION OF
LIVE AT LAFRENIERE, INC.**

* UNITED STATES OF AMERICA
*
*
* STATE OF LOUISIANA
*
* PARISH OF ORLEANS
*

* * * * *

BE IT KNOWN, that on this 13th day of February, 2012,

BEFORE ME, Rebecca L. Norton, a Notary Public, duly commissioned and qualified, in and for the Parish of Orleans, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

ADOLPH FEDERICO, a person of the full age of majority, domiciled and residing in the Parish of Jefferson, State of Louisiana, whose mailing address is 1100 Industry Road, Kenner, Louisiana 70062.

Who declared unto me, Notary and acting pursuant to the Corporation laws of Louisiana, hereby amends the Articles of Incorporation of Live at Lafreniere, Inc.

Who further declared unto me, that the board of directors unanimously voted on February 1, 2012 that the Articles of Incorporation be amended, beginning at Section 10. "Other Provisions" and include subsections A. and B., so that said Articles shall henceforward read as follows:

10. Other Provisions:

A.

Upon the dissolution of the corporation, the board shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under section 501 (c) (3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law), as the council shall determine. Any such assets not so disposed of shall be disposed of by the District Court of the Parish in which the principal office of the corporation is located exclusively for such purposes or to such organizations, operating exclusively for such purposes.

This corporation may be dissolved voluntarily in accordance with the laws of this State
Page 1 of 2

with the assent of three fourths proxy and voting members at a special meeting called for that purpose, regardless of the number present or represented at such meeting, provided every voting member shall have been given thirty (30) days written notice of the time and place of the meeting and of the proposal to dissolve, and shall have been afforded an opportunity to appoint an instructed or free proxy to cast his vote at the meeting.

B.

The Taxpayer Identification Number of the corporation is 45-3717405.

In all other aspects the Articles of Incorporation remain the same.

AND SAID APPEARER, having requested me, Notary, to note said amendment of Articles in authentic form, I do by these presents receive said amendment of Articles of Incorporation in the form of this public act to the end that said amendment may be promulgated and recorded and thus be read into the original charter of Live at Lafreniere, Inc. as hereinabove set forth.

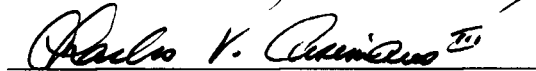
THUS DONE AND PASSED in multiple originals, in my office in the State of Louisiana, and Parish of Orleans on the 13th day, February, 2012 as herein above first written in the presence of the undersigned two competent witnesses, and me, Notary, who sign their names with the appears and me, Notary, after reading this whole document.


ADOLPH FEDERICO, President

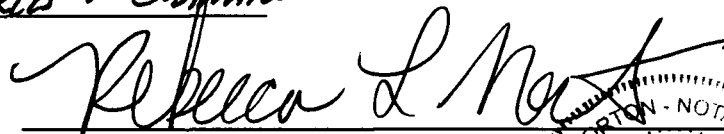
WITNESSES:



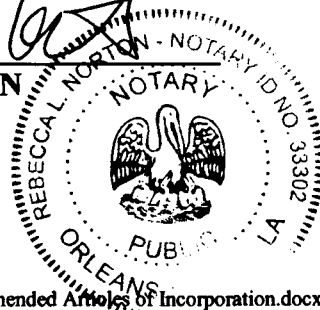
Printed Name: Christopher M. Coakley



Printed Name: CHARLES V. COSIMANO



REBECCA L. NORTON
LA BAR NO. 33302
Notary Public



N:\Client Doc\NORTON, REBECCA\FAVORS\FEDERICO, DOLPH\LIVE AT LAF\Amended Articles of Incorporation.docx

**AMENDMENT OF ARTICLES
OF INCORPORATION OF
LIVE AT LAFRENIERE, INC.**

* UNITED STATES OF AMERICA
*
*
* STATE OF LOUISIANA
*
* PARISH OF ORLEANS
*

* * * * *

BE IT KNOWN, that on this 5 day of December, 2012,

BEFORE ME, Rebecca L. Norton, a Notary Public, duly commissioned and qualified, in and for the Parish of Orleans, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

ADOLPH FEDERICO, a person of the full age of majority, domiciled and residing in the Parish of Jefferson, State of Louisiana, whose mailing address is 1100 Industry Road, Kenner, Louisiana 70062.

Who declared unto me, Notary and acting pursuant to the Corporation laws of Louisiana, hereby amends the Articles of Incorporation of Live at Lafreniere, Inc.

Who further declared unto me, that the board of directors unanimously voted on December 1, 2012 that the Articles of Incorporation be amended, beginning at Section 10. "Other Provisions" and include subsections C., so that said Articles shall henceforward read as follows:

10. Other Provisions:

C.

Said organization is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under 501(c) (3) of the Internal Revenue Code, or corresponding section of any future tax code.

In all other aspects the Articles of Incorporation remain the same.

AND SAID APPEARER, having requested me, Notary, to note said amendment of Articles in authentic form, I do by these presents receive said amendment of Articles of Incorporation in the form of this public act to the end that said amendment may be promulgated and recorded and thus be read into the original charter of Live at Lafreniere, Inc. as hereinabove set forth.

THUS DONE AND PASSED in multiple originals, in my office in the State of Louisiana,
Page 1 of 2

and Parish of Orleans on the 5 day, December, 2012 as herein above first written in the presence of the undersigned two competent witnesses, and me, Notary, who sign their names with the appears and me, Notary, after reading this whole document.


ADOLPH FEDERICO, President

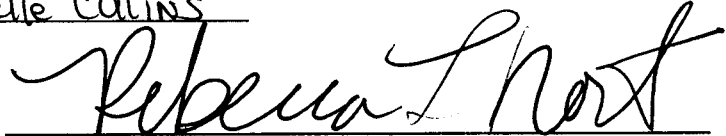
WITNESSES:



Printed Name: Christophe Gathrey

Trenelle Collins

Printed Name: Trenelle Collins



REBECCA L. NORTON
LA BAR NO. 33302
Notary Public

**STATE OF LOUISIANA
NAME CHANGE AMENDMENT
R.S. 12:238**

Old Name: LIVE AT LAFRENIERE, INC.

New Name: SAINT CECILIA PROJECT




Date amendment Adopted: 9/15/13

Manner of Adoption: No shareholders, unanimously approved by directors




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.

By typing my name below, I hereby certify that I am an Officer




Electronic Signature of an Officer: ADOLPH FEDERICO (9/17/2013)

Tom Schedler Secretary of State 	DOMESTIC CORPORATION ANNUAL REPORT For Period Ending 11/15/2012	 40666182N  2012
Mailing Address Only (INDICATE CHANGES TO THIS ADDRESS IN THIS BOX) 40666182 N LIVE AT LAFRENIERE, INC. 1100 INDUSTRY ROAD KENNER, LA 70062	1	(INDICATE CHANGES TO THIS ADDRESS IN THIS BOX) Registered Office Address in Louisiana (Do not use P. O. Box) 1100 INDUSTRY ROAD KENNER, LA 70062 <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 10px;"></div> Federal Tax ID Number
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 ADOLPH FEDERICO 1100 INDUSTRY ROAD KENNER, LA 70062		
I hereby accept the appointment of registered agent(s).	Sworn to and subscribed before me on NOTARY NAME MUST BE TYPED OR PRINTED WITH NOTARY # <div style="display: flex; justify-content: space-between;"><div style="width: 45%;">New Registered Agent Signature</div><div style="width: 45%;">Notary Signature</div></div> <div style="display: flex; justify-content: space-between;"><div style="width: 45%;"></div><div style="width: 45%;">Date</div></div>	
This report reflects a maximum of three officers or directors from our records for this corporation. Indicate any changes or deletions below. Include a listing of all names along with each title held and their address. Do not use a P. O. Box. If additional space is needed attach an addendum.		
ADOLPH FEDERICO 1100 INDUSTRY ROAD KENNER, LA 70062 BARRY MCGUINNESS 250 ORCHARD ROAD RIVER RIDGE, LA 70123 TIMOTHY KILBRIDE 1117 GIUFFRIAS AVENUE METAIRIE, LA 70001	President Secretary Treasurer	
The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to the fine or imprisonment or both under R.S. 14:133.		
SIGN →	To be signed by an officer or director ADOLPH FEDERICO (SIGNED ELECTRONICALLY) Signee's address	Title Phone Date 09/17/2013
	Email Address NORTONLAWFIRMLA@GMAIL.COM	(For Office Use Only)
Enclose filing fee of \$10.00 Make remittance payable to Secretary of State Do Not Send Cash Do Not Staple web site: www.sos.louisiana.gov		Return by: 11/15/2012 To: Commercial Division P. O. Box 94125 Baton Rouge, LA 70804-9125 Phone (225) 925-4704
DO NOT STAPLE		3




UNSIGNED REPORTS WILL BE RETURNED

Tom Schedler Secretary of State 	DOMESTIC CORPORATION ANNUAL REPORT For Period Ending 11/15/2013	 40666182N  2013
Mailing Address Only (INDICATE CHANGES TO THIS ADDRESS IN THIS BOX) 40666182 N SAINT CECILIA PROJECT 1100 INDUSTRY ROAD KENNER, LA 70062	1	(INDICATE CHANGES TO THIS ADDRESS IN THIS BOX) Registered Office Address in Louisiana (Do not use P. O. Box) 1100 INDUSTRY ROAD KENNER, LA 70062 <div style="border: 1px solid black; width: 100px; height: 20px; margin-left: auto; margin-right: auto;">Federal Tax ID Number</div>
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SIGN →	To be signed by an officer or director ADOLPH FEDERICO (SIGNED ELECTRONICALLY) Signee's address	Title Phone Date 10/21/2013
	Email Address dolphf@pelicanusa.com	(For Office Use Only)
Enclose filing fee of \$10.00 Make remittance payable to Secretary of State Do Not Send Cash Do Not Staple web site: www.sos.louisiana.gov		Return by: 11/15/2013 To: Commercial Division P. O. Box 94125 Baton Rouge, LA 70804-9125 Phone (225) 925-4704
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Mailing Address Only (INDICATE CHANGES TO THIS ADDRESS IN THIS BOX) 40666182 N SAINT CECILIA PROJECT 1100 INDUSTRY ROAD KENNER, LA 70062	1	(INDICATE CHANGES TO THIS ADDRESS IN THIS BOX) Registered Office Address in Louisiana (Do not use P. O. Box) 1100 INDUSTRY ROAD KENNER, LA 70062 <div style="border: 1px solid black; width: 100px; height: 20px; margin-left: auto; margin-right: auto;">Federal Tax ID Number</div>		
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The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to the fine or imprisonment or both under R.S. 14:133.				
SIGN →	To be signed by an officer or director ADOLPH FEDERICO (SIGNED ELECTRONICALLY)	Title	Phone	Date 11/25/2014
	Signee's address	Email Address kristinaj@pelicanusa.com		(For Office Use Only)
Enclose filing fee of \$10.00		Return by: 11/15/2014		
Make remittance payable to Secretary of State Do Not Send Cash Do Not Staple		To: Commercial Division P. O. Box 94125 Baton Rouge, LA 70804-9125 Phone (225) 925-4704		
web site: www.sos.louisiana.gov		<u>DO NOT STAPLE</u>		
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UNSIGNED REPORTS WILL BE RETURNED

Tom Schedler Secretary of State 	DOMESTIC CORPORATION ANNUAL REPORT For Period Ending 11/15/2015	 40666182N  2015	
Mailing Address Only (INDICATE CHANGES TO THIS ADDRESS IN THIS BOX) 40666182 N SAINT CECILIA PROJECT 1100 INDUSTRY ROAD KENNER, LA 70062	1	(INDICATE CHANGES TO THIS ADDRESS IN THIS BOX) Registered Office Address in Louisiana (Do not use P. O. Box) 1100 INDUSTRY ROAD KENNER, LA 70062 Federal Tax ID Number	
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New Registered Agent Signature	Notary Signature Date		
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ADOLPH FEDERICO 1100 INDUSTRY ROAD KENNER, LA 70062 CASIE BLOUNT 4145 INDIANA AVE KENNER, LA 70065	President Secretary		
The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to the fine or imprisonment or both under R.S. 14:133.			
SIGN →	To be signed by an officer or director ADOLPH FEDERICO (SIGNED ELECTRONICALLY) Signee's address	Title PRESIDENT Email Address dolp hf@pelicanusa.com	Phone Date 12/01/2015 (For Office Use Only)
Enclose filing fee of \$10.00 Make remittance payable to Secretary of State Do Not Send Cash Do Not Staple web site: www.sos.louisiana.gov		Return by: 11/15/2015 To: Commercial Division P. O. Box 94125 Baton Rouge, LA 70804-9125 Phone (225) 925-4704	DO NOT STAPLE
			2

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Tom Schedler Secretary of State 	DOMESTIC CORPORATION ANNUAL REPORT For Period Ending 11/15/2016	 40666182N  2016	
Mailing Address Only (INDICATE CHANGES TO THIS ADDRESS IN THIS BOX) 40666182 N SAINT CECILIA PROJECT 1100 INDUSTRY ROAD KENNER, LA 70062	1	(INDICATE CHANGES TO THIS ADDRESS IN THIS BOX) Registered Office Address in Louisiana (Do not use P. O. Box) 1100 INDUSTRY ROAD KENNER, LA 70062 Federal Tax ID Number	
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ADOLPH FEDERICO 1100 INDUSTRY ROAD KENNER, LA 70062 CASIE BLOUNT 1100 INDUSTRY ROAD KENNER, LA 70062 REBECCA NORTON 114 LEAF STREET DENHAM SPRINGS, LA 70726	President Secretary Director		
The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to the fine or imprisonment or both under R.S. 14:133.			
SIGN →	To be signed by an officer or director Rebecca Norton (SIGNED ELECTRONICALLY) Signee's address	Title Agent/Director Email Address beckynorton1@gmail.com	Phone Date 10/18/2016 (For Office Use Only)
Enclose filing fee of \$10.00 Make remittance payable to Secretary of State Do Not Send Cash Do Not Staple web site: www.sos.louisiana.gov		Return by: 11/15/2016 To: Commercial Division P. O. Box 94125 Baton Rouge, LA 70804-9125 Phone (225) 925-4704	DO NOT STAPLE
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Mailing Address Only (INDICATE CHANGES TO THIS ADDRESS IN THIS BOX) 40666182 N SAINT CECILIA PROJECT 1100 INDUSTRY ROAD KENNER, LA 70062	1	(INDICATE CHANGES TO THIS ADDRESS IN THIS BOX) Registered Office Address in Louisiana (Do not use P. O. Box) 1100 INDUSTRY ROAD KENNER, LA 70062 Federal Tax ID Number	
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SIGN →	To be signed by an officer or director Rebecca Norton (SIGNED ELECTRONICALLY) Signee's address	Title Director Email Address beckynorton1@gmail.com	Phone Date 10/17/2017 (For Office Use Only)
Enclose filing fee of \$10.00 Make remittance payable to Secretary of State Do Not Send Cash Do Not Staple web site: www.sos.louisiana.gov		Return by: 11/15/2017 To: Commercial Division P. O. Box 94125 Baton Rouge, LA 70804-9125 Phone (225) 925-4704	DO NOT STAPLE
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UNSIGNED REPORTS WILL BE RETURNED

Cooperative Endeavor
Agreement, dated
07/11/2017



Cooperative Endeavor Agreement

Between

The Parish of Jefferson

And

Patrons of Lafreniere Park, Inc.

This Agreement is made and entered into on this 15th day of March, 2017, by and between the Parish of Jefferson, Louisiana, by and through the Parish Council, hereinafter called the PARISH, represented by Christopher L. Roberts, Council Chairman, duly authorized to act pursuant to Resolution No. 128551, adopted on January 11, 2017, and Patrons of Lafreniere Park, Inc., a 501(C)3 not-for-profit corporation, Federal ID No. 72-1376349, hereinafter called ORGANIZATION, represented by ~~Chad Pitfield~~, its Chairman. Bob Ebberman

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 ORGANIZATION, corporation or individuals; and

WHEREAS, The PARISH is authorized by Section 1.01(15) of the Jefferson Parish Charter to enter into this Agreement to develop and administer a system of parish parks, playgrounds, recreation programs, libraries, museums, and other recreation and cultural facilities and programs; and

WHEREAS, the public purpose of the Project is described as: To provide enhanced recreational facilities at Lafreniere Park for the benefit of all citizens of Jefferson Parish, consistent with the powers granted in the Jefferson Parish Charter §1.01 (15); and

WHEREAS, the PARISH has a reasonable expectation of receiving a benefit or value of an improved park, which is at least equivalent to the Fifty Thousand Dollars (\$50,000.00) provided for in this Agreement; and

WHEREAS, PARISH and ORGANIZATION have cooperated in the past and PARISH desires to continue this cooperation with ORGANIZATION in the implementation of the services as hereinafter provided; and

WHEREAS, ORGANIZATION is a private, non-profit corporation that was organized exclusively for the charitable purposes of providing public support to Park, which support is provided through the solicitation of community support and contributions for capital improvements and recreational programming at the Park; and

WHEREAS, ORGANIZATION has agreed to provide permanent lighting and audio equipment for the concert stage at Lafreniere Park; and

WHEREAS, the parties to this Agreement desire the public confidence in such endeavors be maintained at the highest levels; and

WHEREAS, the parties to this Agreement desire that Lafreniere Park be a recreational facility of the highest quality; 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 parties working together; and

WHEREAS, PARISH desires to cooperate with the ORGANIZATION in the implementation of the Project as hereinafter provided.

NOW, THEREFORE, the PARISH and ORGANIZATION hereby agree as follows:

SECTION 1 - SERVICES

The ORGANIZATION shall provide permanent lighting and audio equipment for the concert stage at Lafreniere Park.

SECTION 2- PAYMENT

In consideration of the services described above, the PARISH hereby agrees to pay the ORGANIZATION a maximum fee of fifty thousand and 00/100 DOLLARS (\$50,000.00). Payment will be made on a reimbursement basis in the following manner:

Reimbursement shall be for payment by the PARISH to the ORGANIZATION those amounts actually incurred, without increase or mark-up, as contemplated and defined in this cooperative endeavor agreement, and supported by documentation to the reasonable satisfaction of the PARISH; or in the alternative, reimbursement shall be in the form of payment by PARISH to the ORGANIZATION of those amounts supported by advance service invoices to the reasonable satisfaction of the PARISH, for those services to be supplied at actual cost, without increase or mark-up.

The ORGANIZATION shall submit an invoice for actual expenses incurred to the PARISH within ten (10) days following the end of each calendar month, including a detailed list and an itemized account with back up documentation of expenses during that calendar month. The PARISH shall remit payment for such within thirty (30) days following receipt of such detailed list and acceptance of the work product.

SECTION 3 – TERM OF AGREEMENT

The term for this Agreement shall commence on the date first above written and shall continue in effect for one year unless sooner terminated as provided herein.

SECTION 4 – TERMINATION FOR CAUSE

The PARISH may terminate this Agreement for cause based upon the failure of ORGANIZATION to comply with the terms and/or conditions of the Agreement; provided that the PARISH shall give ORGANIZATION written notice specifying ORGANIZATION's failure. If within thirty (30) days after receipt of such notice, ORGANIZATION shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the PARISH may, at its option, place ORGANIZATION in default and the Agreement shall terminate on the date specified in such notice. The PARISH may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the ORGANIZATION to comply with the terms and conditions of this Agreement; provided that the PARISH shall give the ORGANIZATION written notice specifying the ORGANIZATION's failure and a reasonable opportunity for the ORGANIZATION to cure the defect.

SECTION 5 - TERMINATION FOR CONVENIENCE

The PARISH may terminate the Agreement at any time by giving thirty (30) days written notice to ORGANIZATION. Upon receipt of notice, ORGANIZATION shall, unless the notice directs otherwise, immediately

discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this Agreement. The ORGANIZATION shall be entitled to payment for deliverables in progress to the extent work has been performed satisfactorily.

SECTION 6 – FORCE MAJEURE

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

SECTION 7 – INDEPENDENT CONTRACTOR

ORGANIZATION 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 ORGANIZATION 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 PARISH and ORGANIZATION.

The parties hereto acknowledge and agree that PARISH 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 ORGANIZATION; or
- d. pay workman's compensation insurance premiums for coverage for ORGANIZATION.
- e. ORGANIZATION 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.

ORGANIZATION agrees to indemnify and hold PARISH harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from PARISH's treatment of ORGANIZATION as an independent contractor. ORGANIZATION further agrees to reimburse PARISH 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 8 – INDEMNIFICATION

The PARISH, its agents and employees shall not be liable for any loss, damage, injuries, or other casualty of whatsoever kind or by whomsoever caused, to the person or property of anyone (including ORGANIZATION), arising out of or resulting from ORGANIZATION'S providing services under this Agreement, whether apparent or hidden, or from the installation, existence, use, maintenance, condition, repair, alteration, removal, or replacement of any equipment used in the provision of said services, its agents or employees, and the ORGANIZATION hereby agrees to indemnify and hold the PARISH, its agent and employees, harmless from and against all claims, demands, liabilities, suits or actions (including all reasonable expenses and attorneys' fees incurred by or imposed on the PARISH in connection therewith)

for any such loss, damage, injury or other casualty.

ORGANIZATION also agrees to pay all reasonable expenses and attorneys' fees incurred by the PARISH in connection with the provisions of this SECTION.

SECTION 9 – INSURANCE

The required insurance certificates must be provided to the PARISH no later than 7 working days before the event takes place.

ORGANIZATION shall secure and maintain at its expense such insurance that will protect it, and the PARISH, 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 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 Jefferson Parish. All notices will name ORGANIZATION, and identify the Council Resolution approving the terms of the contract. The PARISH may examine the policies at any time and without notice.

A. ALL POLICIES AND CERTIFICATES OF INSURANCE OF THE ORGANIZATION SHALL CONTAIN THE FOLLOWING CLAUSES:

1. ORGANIZATION insurers will have no right of recovery or subrogation against the PARISH, 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. The PARISH shall be named as an additional insured as regards to the General and Automotive policies with respect to negligence by ORGANIZATION.
3. The insurance company(ies) issuing the policy or policies shall have no recourse against the 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 ORGANIZATION.
5. ORGANIZATION 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 the ORGANIZATION.

B. Prior to the execution of this Agreement ORGANIZATION, shall provide at its own expense, proof of the following insurance coverage required by the contract to the PARISH 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.

1. In the event ORGANIZATION 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 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.
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.
This insurance coverage shall include coverage for bodily injury and property damage.
3. In the event ORGANIZATION 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.

4. No insurance required herein shall include a deductible greater than \$10,000.00. The cost of the deductible shall be borne by the ORGANIZATION.
5. Umbrella Liability coverage or excess liability coverage may be used to meet the minimum requirements.

All policies of insurance shall meet the requirements of the PARISH prior to the commencing of any work. The PARISH 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 the PARISH as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the PARISH, ORGANIZATION shall promptly obtain a new policy, submit the same to the PARISH for approval and submit a certificate thereof as provided above.

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

SECTION 10 - REPORTS

ORGANIZATION 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 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 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 11 – COST AND COLLECTION RECORDS

The PARISH shall be entitled to audit the books, documents, papers and records of ORGANIZATION and any subcontractors which are reasonably related to this Agreement.

ORGANIZATION 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 PARISH, and copies thereof shall be furnished if requested.

SECTION 12 - NOTICE

All notices and correspondence required to be sent shall be addressed as follows:

PARISH: Christopher L. Roberts
COUNCIL CHAIRMAN
Jefferson Parish Council
200 Derbigny Street, Suite 6200
Gretna, La. 70053
Phone No.: (504) 364-2626

ORGANIZATION: Robert Emery, CHAIRMAN
Patrons of Lafreniere Park, Inc.
3000 Downs Blvd.
Metairie, LA 70003
(504) 884-7218

SECTION 13– 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 ORGANIZATION as to the services to be performed hereunder without the written consent of the PARISH.

SECTION 14 — LEGAL COMPLIANCE

The PARISH and the ORGANIZATION 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 15 — EMPLOYMENT OF PARISH PERSONNEL

ORGANIZATION 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 16 – COVENANT AGAINST CONTINGENT FEES

The ORGANIZATION warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the ORGANIZATION, 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 the ORGANIZATION 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, the PARISH shall have the right to annul this Agreement without liability or, in PARISH'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 17 – DISCRIMINATION CLAUSE

The ORGANIZATION agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's

Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. ORGANIZATION agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by ORGANIZATION, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

SECTION 18 – 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 the PARISH 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 the ORGANIZATION, its successors or assigns for any further payments.

SECTION 19 – 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 ORGANIZATION 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 20 - 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 21 – 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).

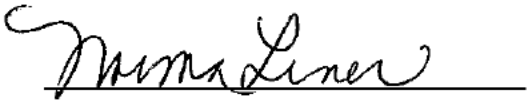
By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or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

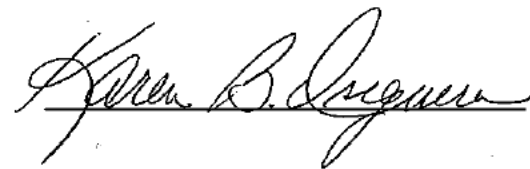
SECTION 22 — ENTIRE AGREEMENT

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

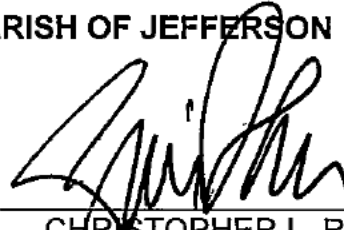
This Agreement is executed in 4 originals on the day, month, and year first above written.

WITNESSES:



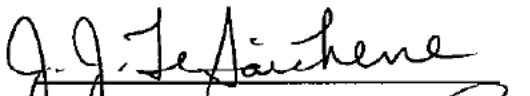


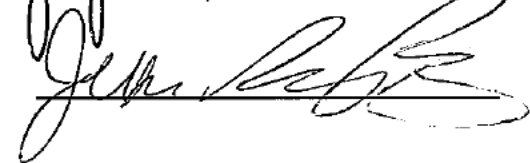
PARISH OF JEFFERSON

BY: 


CHRISTOPHER L. ROBERTS
COUNCIL CHAIRMAN

WITNESSES:





PATRONS OF LAFRENIERE PARK,
INC.

BY: 

CHAD PITFIELD
CHAIRMAN
Bob Ebberman



JEFFERSON PARISH

Office of the Parish Attorney

Michael S. Yenni
Parish President

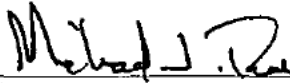
Michael J. Power
Parish Attorney
Jeremy D. Dwyer
Deputy Parish Attorney

CERTIFICATION

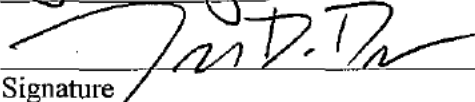
In compliance with Jefferson Parish Code of Ordinances § 2-890, I certify that the proposed contract described below has been reviewed by the Parish Attorney's Office and it is my legal opinion that the proposed contract complies with all current legal requirements for such contract under federal, state 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: Approving a Cooperative Endeavor Agreement with the **Patrons of Lafreniere Park, Inc.**, to provide permanent lighting and audio equipment for the concert stage at Lafreniere Park, at a cost not to exceed \$50,000.00.

Parish Council Approval: Resolution No. 128551 adopted on the 11th day January 2017.


MICHAEL J. POWER
Parish Attorney, Jefferson Parish

Sworn to and subscribed before me,
Notary Public on the 26th day of
January, 2017.


Signature

Printed Name

Notary or Bar Roll Number

Jeremy D. Dwyer
Notary Public No. 68241
LA Bar No. 28346
Parish of Jefferson, State of LA
My Commission is Issued for Life

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

RESOLUTION NO. 128551

A resolution approving a Cooperative Endeavor Agreement with the Patrons of Lafreniere Park, Inc., to provide permanent lighting and audio equipment for the concert stage at Lafreniere Park, at a cost not to exceed \$50,000.00. (Council District 2)

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 Organization, corporation or individuals; and

WHEREAS, The Parish is authorized by Section 1.01(15) of the Jefferson Parish Charter to enter into this Agreement to develop and administer a system of parish parks, playgrounds, recreation programs, libraries, museums, and other recreation and cultural facilities and programs; and

WHEREAS, the public purpose of the Project is described as: To provide enhanced recreational facilities at Lafreniere Park for the benefit of all citizens of Jefferson Parish, consistent with the powers granted in the Jefferson Parish Charter §1.01 (15); and

WHEREAS, the Parish has a reasonable expectation of receiving a benefit or value of an improved park, which is at least equivalent to the Fifty Thousand Dollars (\$50,000.00) provided for in this Agreement; and

WHEREAS, Parish and Organization have cooperated in the past and Parish desires to continue this cooperation with Organization in the implementation of the services as hereinafter provided; and

WHEREAS, Organization is a private, non-profit corporation that was organized exclusively for the charitable purposes of providing public support to Lafreniere Park, which support is provided through the solicitation of community support and contributions for capital improvements and recreational programming at the Park; and

WHEREAS, Organization has agreed to provide permanent lighting and audio equipment for the concert stage at Lafreniere Park; and

WHEREAS, the parties to this Agreement desire the public confidence in such endeavors be maintained at the highest levels; and

WHEREAS, the parties to this Agreement desire that Lafreniere Park be a recreational facility of the highest quality; 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 parties working together; and

NOW, THEREFORE, BE IT RESOLVED by the Jefferson Parish Council, the governing authority of said Parish:

SECTION 1. That the Jefferson Parish Council does hereby approve a Cooperative Endeavor Agreement with the Patrons of Lafreniere Park, Inc., to provide permanent lighting and audio equipment for the concert stage at Lafreniere Park, at a cost not to exceed \$50,000.00.

SECTION 2. That the term of this Agreement shall commence on the date of execution and shall continue in effect for one year thereafter.

SECTION 3. The all costs associated with this agreement shall be charged to account no. 22030-2762-126-7680.176 (20362.000).

SECTION 4. That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairwoman, be and is hereby 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:

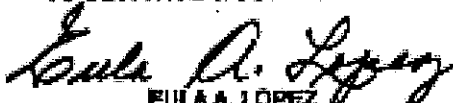
YEAS: 7

NAYS: None

ABSENT: None

The resolution was declared to be adopted on this the 11th day of January, 2017.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY


EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

Procurement of Sound System by Patrons and analysis of supporting documentation



Invoice Breakdown submitted to Parish for Reimbursement					Third Party Support provided by The Sound Source					Difference
The Sound Source		Invoice: 2325			Vendor	Item	Each	Price	Amex Support	Price
QTY	Manuf	Items	Each	Price						
1		Behringer XR 12 Digital Mixer	\$ 600.00	\$ 600.00	Parts Express	Behringer XR 12 X Air Digital Mixer	\$ 249.99	\$ 249.99		\$ 350.01
6	QSC	QSC KLA 12-BK Powered Line Array	\$ 2,200.00	\$ 13,200.00	QSC Audio Products	QSC KLA12-BK powered line array	\$ 1,306.80	\$ 7,840.80	Yes	\$ 5,359.20
4	QSC	QSC KIA 181 BK Powered Subwoofer	\$ 2,400.00	\$ 9,600.00	QSC Audio Products	QSC KLA 181-BK Powered	\$ 1,381.05	\$ 5,524.20	Yes	\$ 4,075.80
2	QSC	QSC M10KIT-C Bolt Kit	\$ 50.00	\$ 100.00	QSC Audio Products	QSC M10 Kit C Bolt Kit	\$ 29.70	\$ 59.40	Yes	\$ 40.60
2	Shure	Shure BLX24R/SM58	\$ 650.00	\$ 1,300.00	Shure, Inc	Shure BLX24R/SM58	\$ 279.00	\$ 558.00	Yes	\$ 742.00
1	Venue	Diversity Fin Antenna	\$ 499.00	\$ 499.00	RF Venue	Diversity Fin Antenna	\$ 275.00	\$ 275.00		\$ 224.00
1	ADI	18 Space Enclosed Rack	\$ 1,410.00	\$ 1,410.00	Parts Express	Atlas Sound 310-15 Wal Cabinet	\$ 475.46	\$ 475.46		\$ 934.54
1		Furman Power Conditioner	\$ 139.00	\$ 139.00	Parts Express	Furman M 8X2 Power Conditioner	\$ 55.00	\$ 55.00		\$ 84.00
1		Hardware/Cabling/Miscellaneous Install	\$ 745.00	\$ 745.00	Parts Express	Cable Connector, Microphone Cable		\$ 405.22		\$ 339.78
24	Chauvet	COLO Rado 1-Tri LP LED Fixture	\$ 400.00	\$ 9,600.00	Chauvet	Colorado 1-Tri IP LED	\$ 269.99	\$ 6,479.76	Yes	\$ 3,120.24
1		Chauvet DMX Lighting Controller	\$ 350.00	\$ 350.00	Parts Express	Chauvet DJ Obey 3 DMx Controller for 3 Ch LED Fixture	\$ 47.49	\$ 47.49		\$ 302.51
4		Truss 12' Aluminum Triangle	\$ 585.00	\$ 2,340.00	No Support Provided					\$ 2,340.00
1		Shipping	\$ 2,318.00	\$ 2,318.00	Misc	Shipping		\$ 171.51		\$ 2,146.49
3		Technician	\$ 1,880.00	\$ 5,640.00	No Support Provided					\$ 5,640.00
			\$ 47,841.00							\$ 25,699.17
										\$ 22,141.83



229 23rd Street
 Kenner, LA 70062
 www.bigboyaudio.com
 504-305-2293 Phone

Status: Completed
 Invoice #: 2325
 Invoice Date: Thu 8/25/2016
 Date Out: Thu 8/25/2016 3:45PM

Operator: Carol DeLord
 Terms: On Account

Patrons of Lafreniere
 3000 Downs Blvd
 Metairie, LA 70003

Customer #: [REDACTED]
 504-838-4389 Phone

Job Descr: Installation of Sound/Lighting Systems/Copeland St

Ordered By: Chad Pitfield [REDACTED]
 Location: Lafreniere Park

Picked up by: TSS Employee

Lafreniere to provide (6) 120V 20A circuits in ceiling of stage.
 Lafreniere to provide (1) 120V 20A circuits in rack to be installed by TSS.
 Lafreniere to provide scissor lift to reach the ceiling of the stage.

Qty	Manuf	Items	Each	Disc%	Each	Price
1		• Behringer XR12 Digital Mixer	\$600.00		\$600.00	\$600.00
6	QSC	• QSC KLA12-BK powered line array	\$2,200.00		\$2,200.00	\$13,200.00
4	QSC	• QSC KLA181-BK powered subwoofer	\$2,400.00		\$2,400.00	\$9,600.00
2	QSC	• QSC M10KIT-C Bolt Kit	\$50.00		\$50.00	\$100.00
2	Shure	• Shure BLX24R/SM58	\$650.00		\$650.00	\$1,300.00
1	RF Venue	• Diversity Fin Antenna	\$499.00		\$499.00	\$499.00
1	ADI	• 18 Space Enclosed Rack	\$1,410.00		\$1,410.00	\$1,410.00
1		• Furman Power Conditioner	\$139.00		\$139.00	\$139.00
1		• Hardware/Cabling/Miscellaneous Install	\$745.00		\$745.00	\$745.00
24	Chauvet	• COLORado 1-Tri IP LED fixture	\$400.00		\$400.00	\$9,600.00
1		• Chauvet DMX Lighting Controller	\$350.00		\$350.00	\$350.00
4		Truss 12" Aluminum Triangle	\$585.00		\$585.00	\$2,340.00
1		Shipping	\$2,318.00		\$2,318.00	\$2,318.00
3		Technician	\$1,880.00		\$1,880.00	\$5,640.00
TimK, KirkC, KeithG						

Thank you for your Business

Payments made on this contract:

Rental/Sale Paid \$47,841.00 Fri 4/ 7/2017 11:47AM Check # 1189

Total \$47,841.00

Rental Contract

This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. These terms and conditions are a part of this contract - READ THEM!

If equipment does not function properly notify lessor within 30 minutes of occurrence or no refund or allowance will be made. If this is a reservation, a reservation cancellation fee up to 1/2 of the total amount may be charged if reservation is cancelled within 72 hours of the scheduled "time and date out".

I certify that I have read and agree to all terms of this contract.

Sales:	\$47,841.00
Subtotal:	\$47,841.00
Total:	\$47,841.00
Paid:	\$47,841.00
Amount Due:	\$0.00



Invoice

Invoice: **1040370** Date: **12-NOV-15**
 PO: **1104**
 Sales Order: **[REDACTED]**
 Bill of Lading: **0**
 Date Shipped: **12-NOV-15**
 Ship Via: **FedEx Ground-Parcel-Ground Service**
 INCOTERMS: **FOB Memphis, TN MW1**
 Tracking Number: **009272518**
 Terms: **CREDIT CARD**
 SA: **HIGHWAY MARKETING**
 Prepay: **YES** Currency: **USD**

R QSC, LLC
 E P.O. Box 101070
 M Pasadena, CA 91189-1070
 I Phone: (800)854-4079
 T Email: Creditgroup@qsc.com

Bill To:
 Attn: Accounts Payable
 THE SOUND SOURCE
 1117 GIUFFRIAS AVENUE
 METAIRIE LA 70001
 United States

Customer No:
 [REDACTED]

Ship To:
 THE SOUND SOURCE
 THE SOUND SOURCE
 229 23RD STREET
 KENNER LA 70062
 United States

Item	Product	Description	Qty	Qty Back	Unit	Extended	CTN	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
	KLA12-BK	SPEAKER,KLA12,BLK,,,UNIV SPLY,FULL RNG,12" LIF620537, LIF620544, LIF620583, LIF620585, LIF620586, LIF620587	6	0	1,306.80	7,840.80	6	
	M10 KIT-C	ACCESSORY,M10 KIT-C,,,	2	0	29.70	59.40	1	
					Tax:	0.00	Total CTN:	14
					Freight:	0.00		
					Total:	12,595.77		
					Payment:	12,595.77		
					Balance Due:	0.00		

For Your Consideration:
 Please retain your original packing materials. They are necessary should you require a Return Authorization number.
 All returned products without a visible Return Authorization number will be refused by QSC.
 No product may be returned without prior approval from QSC. All past due amounts will be subject to a service charge of 1.5% per month or the highest legal rate allowed by law. Reasonable attorney fees and court costs will be charged to enforce collection of all past due amounts.

Thank You For Your Order!
 QSC, LLC

REV-2015

DETACH BOTTOM PORTION AND RETURN WITH PAYMENT



QSC, LLC
 P.O. Box 101070
 Pasadena, CA 91189-1070

Customer Number: [REDACTED]
 Customer Name: THE SOUND SOURCE
 Invoice Number(s): 1040370
 Due Date:
 Amount Due w/Discount: .00
 If paid after Due Date: .00
 Amount Enclosed: _____

To:
 QSC, LLC
 P.O. Box 101070
 Pasadena, CA 91189-1070



Invoice

Invoice: **1040852** Date: 18-NOV-15
 PO: 1104
 Sales Order: [REDACTED]
 Bill of Lading: 39175419
 Date Shipped: 18-NOV-15
 Ship Via: FedEx Ground-Parcel-Ground Service
 INCOTERMS: FOB QSC Costa Mesa, CA warehouse
 Tracking Number: 009272518
 Terms: CREDIT CARD
 SA: HIGHWAY MARKETING
 Prepay: YES Currency: USD

R QSC, LLC
 E P.O. Box 101070
 M Pasadena, CA 91189-1070
 I Phone: (800)854-4079
 T Email: Creditgroup@qsc.com

Bill To:
 Attn: Accounts Payable
 THE SOUND SOURCE
 1117 GIUFFRIAS AVENUE
 METAIRIE LA 70001
 United States

Customer No:
 [REDACTED]

Ship To:
 THE SOUND SOURCE
 THE SOUND SOURCE
 229 23RD STREET
 KENNER LA 70062
 United States

Item	Product Number	Description	Qty Shipped	Qty Back Ordered	Unit Price	Extended Price	CTN
	KLA181-BK	SPEAKER,KLA181,BLK,,,UNIV SPLY,PWRD 111519266, 111519267, 111519268, 111519269	4	0	1,381.05	5,524.20	4
					Tax:	0.00	Total CTN: 4
					Freight:	0.00	
					Total:	5,524.20	
					Payment:	5,524.20	
					Balance Due:	0.00	

For Your Consideration:
 Please retain your original packing materials. They are necessary should you require a Return Authorization number.
 All returned products without a visible Return Authorization number will be refused by QSC.
 No product may be returned without prior approval from QSC. All past due amounts will be subject to a service charge of 1.5% per month or the highest legal rate allowed by law. Reasonable attorney fees and court costs will be charged to enforce collection of all past due amounts.

Thank You For Your Order!
 QSC, LLC

REV-2015

DETACH BOTTOM PORTION AND RETURN WITH PAYMENT



QSC, LLC
 P.O. Box 101070
 Pasadena, CA 91189-1070

Customer Number: [REDACTED]
 Customer Name: THE SOUND SOURCE
 Invoice Number(s): 1040852 _____
 Due Date:
 Amount Due w/Discount: .00
 If paid after Due Date: .00
 Amount Enclosed: _____

To:
 QSC, LLC
 P.O. Box 101070
 Pasadena, CA 91189-1070



SHURE Incorporated
800 West Touhy Avenue Niles IL 60714-4608
Phone: 847-600-2000 Fax: 847-600-1212

Order Confirmation

Asia Phone 852-2893-4290 Fax: 852-2893-4055
Europe Phone 49-7131-72140 Fax: 49-7131-721414
Outside Asia, Europe and the U.S. Phone: 847-600-2000 Fax: 847-600-6446

Number: 100026306
Date: 11/23/2015
Sales Group: 023
Purchase Order #: 1103

Bill To:
TIM KILBRIDE
DBA THE SOUND SOURCE
1117 GIUFFRIAS AVE
METAIRIE LA 70001-3650

Ship-to:
THE SOUND SOURCE
229 23RD ST STE 2
KENNER LA 70062-7975

Carrier: UNITED PARCEL SERVICE
Shipping Conditions: SURFACE
Payment terms: 4% Cash With Order
Incoterms: Z10 FOB PLANT - Prepay & Add

Our General Terms and Conditions Apply.

Quantity	U/M	Material / Description	Price	Value
2	EA	BLX24R/SM58-H9 BLX24R VOCAL SYSTEM WITH SM58 Item 10	279.00	558.00



CHAUVET
 Value - Innovation - Performance
 5200 NW 108th Ave
 Sunrise, FL 33351
 Phone: (954) 577-4455
 Fax: 954-741-5571

Invoice

ILUMINARC™

Date	Page
Apr 22, 2016	1
Invoice Number	
IN543991	


Sold To:

The Sound Source
 1117 Guifrias Ave
 Metairie, LA 70001

Ship To:

The Sound Source
 229 23rd Street
 Kenner, LA 70062

Order No. 496529	Order Date Apr 20, 2016	Customer No. [REDACTED]	Salesperson 22	Tracking # FDXF 3155862216	PO Number 1120-1	Ship Via FREFRE	Terms CCARDS
---------------------	----------------------------	----------------------------	-------------------	-------------------------------	---------------------	--------------------	-----------------

Qty. Ord.	Qty. Shp.	Qty. B/O	Item Number	Description	Unit Price	UOM	Extended Price
1	1	0	1356FED	FEDEX FREE FREIGHT	0.00	EA	0.00
24	24	0	COLORADO1TRITOUR	COLORado 1 tri-tour Black	269.99	EA	6,479.76
				<u>Due Date</u> <u>Amount Due</u> Apr 25, 2016 6,479.76			
				We support the credit community by contributing our A/R data to the Cortera Exchange  <small>www.cortera.com/community/contributor</small>			

FDXF 3155862216	VAT summary:	Subtotal USD	6,479.76
	OE0001 0.00	Total Tax	0.00
		Total amount	6,479.76
		Less payment	0.00
		Less pmt. disc	0.00
		Amount due USD	6,479.76

[Print](#) | [Close Window](#)

Subject: Your order has been shipped!
From: "RF Venue, Inc." <tracking@shlpstation.com>
Date: Wed, Dec 09, 2015 2:36 pm
To: tim@bigboyaudio.com



Dear Tim Kilbride,

Thank you for your order from RF Venue! We wanted to let you know that your order (PO# 1107-1) was shipped via UPS Ground on 12/9/2015. You can track your package at any time using the link below.

Shipped To:
Tim Kilbride
The Sound Source
229 23RD ST
KENNER, LA 70062-7975 US

Track Your Shipment: [1Z01Y2W30393797381](#)

This shipment includes the following items:

Item #	Description	Qty
DFINW	Diversity Fin Antenna, White Wallmount Version	2

Thank you for your business and we look forward to serving you in the future!

RF Venue, Inc.
Phone: 800-795-0817
Email: orders@rfvenue.com
Website: www.rfvenue.com

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MAKING THE WORLD SOUND BETTER SINCE 1986

Your #1 Source for Audio, Video & Speaker Building Components!

[Print this page](#)

Viewing Order [REDACTED] completed by TIM KILBRIDE

Ship To:

TIM KILBRIDE
THE SOUND SOURCE
229 23RD ST
KENNER, LA 70062-7975
UNITED STATES

Bill To:

TIM KILBRIDE
THE SOUND SOURCE
229 23RD ST
KENNER, LA 70062-7975
UNITED STATES

Order Placed On: 02/04/2016 08:28 PM

Payment Method: Credit Card

Purchase Order Number:

Tracking Number:
1Z4064140354474084,
1Z4064140354474093

Shipment Invoices with tracking information:



	Behringer XR12 X Air 12-Input Rack Mount Digital iPad / Tablet Mixer with WiFi & USB Part # 248-6876	1	0	\$249.99	\$249.99
	Furman M-8x2 Power Conditioner 15A Part # 248-783	1	0	\$55.00	\$55.00
	Atlas Sound 310-15 Center Sectional Wall Cabinet 15\" data-bbox="135 900 450 925"/> Part # 242-9312	1	0	\$475.46	\$475.46



**MAKING THE WORLD
SOUND BETTER SINCE 1986**

Your #1 Source for Audio, Video & Speaker Building Components!

[Print this page](#)

Viewing Order # [REDACTED] completed by TIM KILBRIDE

Ship To:

TIM KILBRIDE
THE SOUND SOURCE
229 23RD ST
KENNER, LA 70062-7975
UNITED STATES

Bill To:

TIM KILBRIDE
THE SOUND SOURCE
229 23RD ST
KENNER, LA 70062-7975
UNITED STATES



Order Placed On: 04/28/2016 09:42 AM

Payment Method: Credit Card

Purchase Order Number: lafreniere install

Tracking Number: 1Z4064140155223383

Shipment Invoices with tracking information:

	Product	Qty Ordered	Qty Shipped	Price	TOTAL
	Neutrik NAC3FCB powerCON Cable Connector Power Out Gray Part # 092-282	24	0	\$6.14	\$147.36
	Talent MC03 Microphone Cable XLR Female to XLR Male 3 ft. Part # 240-900	24	0	\$3.26	\$78.24

UPS - Next Day Air \$55.41

Order Total \$281.01

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UNITED STATES

Order Placed On: 05/02/2016 12:24 PM

Payment Method: Credit Card

Purchase Order Number:

Tracking Number: 1Z4064140155257865

Shipment Invoices with tracking information:

Product	Qty Ordered	Qty Shipped	Price	TOTAL
 CHAUVET DJ Obey 3 DMX-512 Controller for 3-Ch RGB LED Fixtures Part # 243-7492	1	0	\$47.49	\$47.49
 CHAUVET DJ Obey 4 Controller for LED Fixtures Part # 243-7636	1	0	\$69.99	\$69.99
 HDMI Female to DVI Male Adapter Part # 181-356	4	0	\$1.81	\$7.24
 C2G 40349 2-Input 1-Output HDMI Source Switch Part # 184-269	1	0	\$19.60	\$19.60

UPS - Next Day Air \$57.29

Order Total \$201.61

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Bill To:

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KENNER, LA 70062-7975
UNITED STATES

Order Placed On: 07/11/2016 04:23 PM

Payment Method: Credit Card

Purchase Order Number:

Tracking Number:
1Z4064140355800120,
1Z4064140355800139

Shipment Invoices with tracking information:



Talent SC8MX10 Snake Cable 8-Channel 1/4" TRS Male / XLR Male
10 ft.
Part # 240-9845

1

0

\$33.11

\$33.11

UPS - Ground \$12.52

Order Total \$75.53

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UNITED STATES

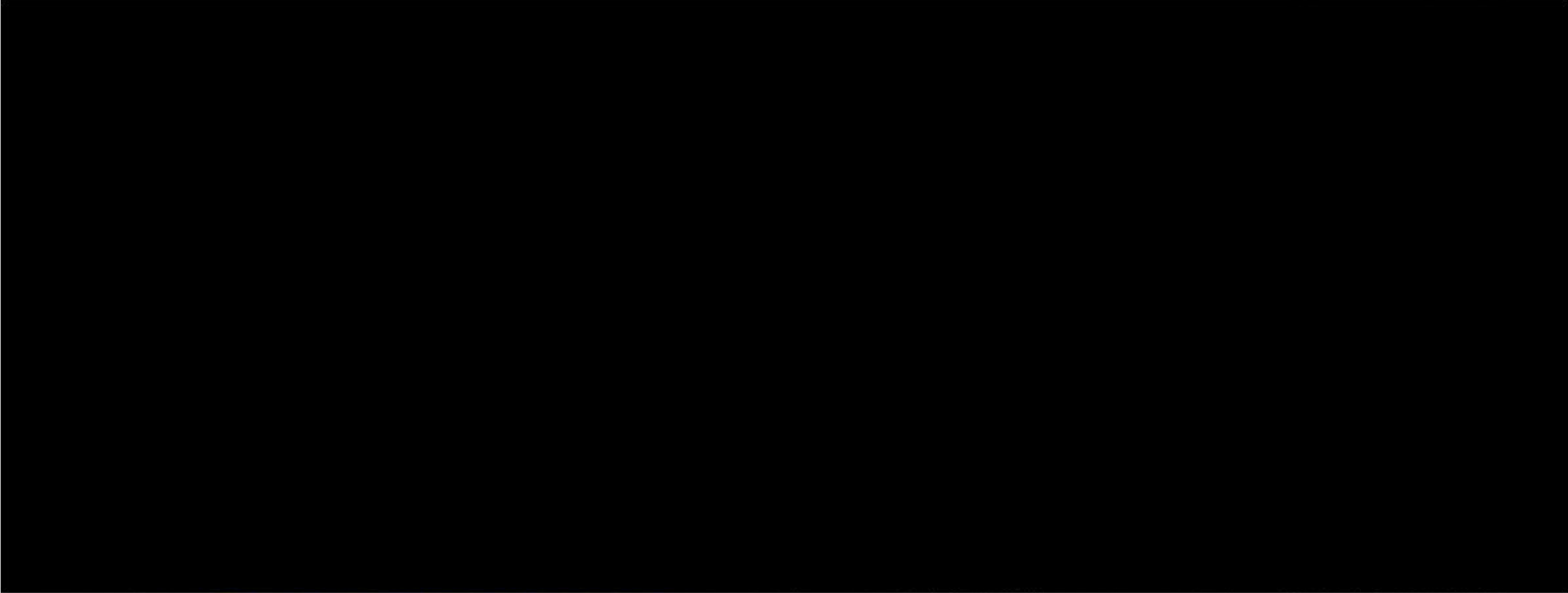
Order Placed On: 06/02/2016 11:25 AM

Payment Method: Credit Card

Purchase Order Number:

Tracking Number: 1Z4064140355512870

Shipment Invoices with tracking information:



Neutrik NC5MD-LX 5 Pin XLR DMX Male Panel Mount D Series
Part # 092-2433

1

0

\$6.43

\$6.43



3PDT Mini Toggle Switch
Part # 060-520

2

0

\$1.42

\$2.84

UPS - Ground \$13.51

Order Total **\$387.53**

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THE SOUND SOURCE
229 23RD ST
KENNER, LA 70062-7975
UNITED STATES

Order Placed On: 01/06/2016 07:27 PM
Payment Method: Credit Card
Purchase Order Number:
Tracking Number:
1Z4064140354231185,
1Z4064140354231194

Shipment Invoices with tracking information:

Product Qty Ordered Qty Shipped Price TOTAL



Talent YXM2XF01 XLR Male to Dual XLR Female Y Adapter Splitter
Combiner Cable 1 ft.
Part # 240-9472

4

0

\$5.06

\$20.24



Talent YXF2XM01 XLR Female to Dual XLR Male Y Adapter Splitter
Combiner Cable 1 ft.
Part # 240-9474

4

0

\$5.13

\$20.52

UPS - Ground \$15.22

Order Total \$529.90

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Order Placed On: 11/24/2015 07:13 PM

Payment Method: Credit Card

Purchase Order Number:

Tracking Number:

1Z4064140353849663,
1Z4064140353849672,
1Z4064140353849681

Shipment Invoices with tracking information:

Product	Qty Ordered	Qty Shipped	Price	TOTAL
[REDACTED]				



Neutrik NC3FD-L-1 "D" Series Panel Mount XLR Connector Female
Nickel
Part # 092-036

18

0

\$2.69

\$48.42



Neutrik NC3MD-L-1 XLR "D" Series Panel Mount Male Nickel
Part # 092-034

18

0

\$2.67

\$48.06

UPS - Ground \$17.56

Order Total \$304.28

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Attachment L

E-mails to and from
Council District 4 and
Patrons and vendors,
dated 05/21/2013 –
06/21/2016



ACardwell

From: Keith Quick <keith.quick@eventproducers.com>
Sent: Tuesday, May 21, 2013 11:49 AM
To: BZahn
Cc: JZapata
Subject: Uncle Sam Jam

Ben,

July 4th is right around the corner. I have a stage on hold for the event, can we get together to talk about bands, activities and budget so I can put the rest of the details together.

Please let me know your availability.

Keith Quick | President
EVENT PRODUCERS
+1 (504) 488-4066 | phone
+1 (504) 324-0959 | fax

keith.quick@eventproducers.com
www.eventproducers.com

SOUND | LIGHTING | VIDEO | SCENIC | SETS

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Please consider the environment before printing this email.

Keith -
Please go forward
with your conversation with Y2
stage as per
Y2
Ben

ACardwell

From: Keith Quick <keith.quick@eventproducers.com>
Sent: Wednesday, May 29, 2013 5:07 PM
To: BZahn; JZapata
Cc: John Beagle
Subject: Uncle Sam Jam

Ben,

Please let me know if you have 10 minutes tomorrow or Friday to discuss Uncle Sam Jam, we would like to go over some details. I've got a stage on hold, but need information time, schedule, bands, booking contact, back line, budget etc.

Thanks.

Keith Quick | President
EVENT PRODUCERS
+1 (504) 466-4066 | phone
[REDACTED]
+1 (504) 324-0959 | fax

keith.quick@eventproducers.com
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ACardwell

From: Keith Quick <keith.quick@eventproducers.com>
Sent: Tuesday, June 04, 2013 10:08 AM
To: BZahn; JZapata
Cc: John Beagle
Subject: Uncle Sam Jam Update

Ben and Jeff,

I wanted to keep the communication going in regards to Uncle Sam Jam. At this point, based on the bands (with the exception of the concert band??) everyone will fit on the stage we've been using for Lafreniere Live. We've gone to a different sound system in an effort to cover more people and more area, however, we will only be a degree better than the system we were using for the LL series. We are working toward keeping within the \$5000 budget we discussed last week, but as we mentioned feel it is critically short for the systems required to properly cover the space and crowd that is expected.

We would like to continue to work closely with you, Jeff and the Foundation to provide this event with the proper technology for this year. It would be helpful if there are any photos of the stage from last year, we would like to study them so we can try to figure out what they did. We also need a contact at the concert band as soon as possible so we can determine their needs. It would also be helpful to know what their budget really was. Finally, we would like to get with you to plan the evolution of this event for next year so that the talent, budget and preparation line up with the crowd and interest that has been generated by the event.

Keith Quick | President
EVENT PRODUCERS
+1 (504) 466-4066 | phone
[REDACTED]
+1 (504) 324-0959 | fax

keith.quick@eventproducers.com
www.eventproducers.com

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ACardwell

From: Bumper <[REDACTED]@bellsouth.net>
Sent: Tuesday, June 24, 2014 4:50 PM
To: BZahn
Cc: greg@buissoncreative.com; [REDACTED]
Subject: Re: Ben meeting with Bob Emery, Greg Buisson and Chad Pitfield RE: 2014 Uncle Sam Jam

Ben,

Keith Quick just emailed me that he is already booked for the 4th time frame.

May I invite Tim Kilbride to attend this meeting tomorrow?

Bob Emery

On Jun 24, 2014, at 2:02 PM, BZahn wrote:

The meeting will begin sometime between 2:30 and 3:30 p.m. (Sheri will let all know how Council meeting is running and what time meeting will actually start)

Bob Emery & [REDACTED]

Greg Buisson [REDACTED]

Chad Pitfield [REDACTED]

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<Mail Attachment.ics>

ACardwell

From: Quick, Keith <keith.quick@eventproducers.com>
Sent: Tuesday, June 14, 2016 8:57 AM
To: Greg Buisson; BZahn
Subject: USJ video pricing
Attachments: USJ Video.pdf

Greg and Ben,

Attached is an itemized price for adding video at Uncle Sam Jam. Sorry for the confusion yesterday. I always get in trouble when I quote numbers off the top of my head!

Keith Quick
President
+1 (504) 466-4066 phone
[REDACTED]
+1 (504) 218-4759 fax

keith.quick@eventproducers.com
www.eventproducers.com

Design Build Deliver

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Please consider the environment before printing this e-mail.

Vivid Ink
\$3,248⁸⁰

SGiovingo

From: [REDACTED]@gmail.com
Sent: Tuesday, June 21, 2016 4:34 PM
To: SGiovingo
Cc: ACardwell
Subject: Fwd: Saturday June 25 - Uncle Sam Jam WDSU Appearance
Attachments: Event Information.doc; ATT00001.htm; Media Release Uncle Sam Jam 2016 Lineup Revealed with schedule updated.docx; ATT00002.htm; Schedule of Events.doc; ATT00003.htm; WDSU Weekend Guest Check List (Revised 4-16-16) Uncle Sam Jam 2016.docx; ATT00004.htm

Sent from my iPhone

Begin forwarded message:

From: "Jamie Giorgio Palmer" <jamie@buissoncreative.com>
Date: June 21, 2016 at 12:11:48 PM CDT
To: "Choum, Bun N" <bchoum@hearst.com>
Subject: Saturday June 25 - Uncle Sam Jam WDSU Appearance

Bun,

Thanks again for having guests on to talk about Uncle Sam Jam this Saturday. I've attached your info sheet and additional bits of information for you as well. Let me know if you need anything else! Thanks so much!

GEAUX SAINTS!
Jamie Giorgio Palmer
Managing Director - Media & PR
Buisson Creative
3330 North Causeway Blvd., 1st floor
Metairie, LA 70002
504.378.3792 office
504.378.3793 fax
jamie@buissoncreative.com

SGiovingo

From: [REDACTED]@gmail.com
Sent: Tuesday, June 21, 2016 7:09 PM
To: SGiovingo
Subject: Fwd: interviews for ben's scheudle

Sent from my iPhone

Begin forwarded message:

From: "Jamie Giorgio Palmer" <jamie@buissoncreative.com>
Date: June 10, 2016 at 11:51:51 AM CDT
To: <sherigio@gmail.com>, <benzahn@cox.net>
Subject: interviews for ben's scheudle

Sheri,

Please make sure these get on ben's calendar – when I confirm the other 2, I will let you know – all interviews are at the respective stations (fyi, times noted are ARRIVAL times)

Interviews

TV	WDSU	June 25th - 9:30am	Ben & Chad
TV	WVUE	June 28th - 8:00am	Ben
TV	WWL	waiting to confirm with Val 8:15	Ben
TV	WGNO	TBD	

GEAUX SAINTS!

Jamie Giorgio Palmer
Managing Director - Media & PR
Buisson Creative
3330 North Causeway Blvd., 1st floor
Metairie, LA 70002
504.378.3792 office
504.378.3793 fax
jamie@buissoncreative.com

Memo from Buisson
Creative, dated
04/19/2018





3330 N. CAUSEWAY BOULEVARD
SUITE 318
METAIRIE, LOUISIANA 70002

—
504.378.3792
WWW.BUISSONCREATIVE.COM

ABOUT UNCLE SAM JAM

Thursday, April 19, 2018

When Ben Zahn took office in 2012 as District 4 Councilman one of his priorities was to re-brand and energize Lafreniere Park. Zahn immediately began recruiting donors to help develop the park and meet some of the objectives in the park's master plan. Prior to Zahn, it is no secret, the park was largely ignored and neglected. Little to no capital improvements were made to Lafreniere. Zahn wanted to change that.

By the end of 2013, Zahn cut the ribbon on the Al Copeland Meadows Stage – a public/private partnership that was designed to stage major music events inside the park in hopes of exposing the park to more people. Zahn wanted to build a fan base for the park.

That desire and personal ambition led Zahn to rethink the purpose of Uncle Sam Jam, a July 3rd mainstay in Jefferson Parish to celebrate the area's independence. Zahn turned his attention to Uncle Sam Jam's music lineup. Prior to Zahn, the music lineup for Uncle Sam Jam was almost exclusively local. But Zahn wanted to draw tourists to the park from beyond the metro area.

Zahn and the Patrons met to determine a strategy and direction for the park. The consensus opinion seemed to be to heighten the profile of Uncle Sam Jam by attracting national artists who would generate interest in the festival from cities outside of the New Orleans broadcast market. The Patrons, led by Bob Emery at the time, contacted me to ask for my assistance toward developing Uncle Sam Jam into a higher-profile music festival. We agreed to assist them.

Patrons Records 2017
USJ T-Shirts



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Karen Villavaso
Karen Villavaso

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Phone 504-453-7051 Ext

Invoice Paid

Description	Product Color	Size Qty.	6-8 10-12 14-16 18-20						Total	Cost Ea.	Line Total
			S	M	L	XL	2 XL	3 XL			
Gildan Youth 100% Cotton T-Shirt	White				25				25	5.00	125.00
Gildan Heavy Cotton 100% Cotton T-	White		20	20	40	40	10	10	140	5.00	700.00

Number of Print Colors

2	1		
Front	Back	Right/S	Left/S

Number of Stitches

Front	Back	Right/S	Left/S

Total Units	165
Screens	
Press Setup	
Shipping	
Film	
Art	
Rush	
Define	
Total	825.00
Tax	82.50
With Tax	907.50
Payments	907.50
Balance	0.00

Reference

Amount	Date	Method	Check #
907.50	7/1/2017	Check	1403

Aging This Invoice

30 days	
30+ days	
60+ days	
90+ days	\$0.00

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Customer Approval _____

Bryan
SUBARU



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FEDERAL CREDIT UNION



REGIONS



BAYOU
TREE SERVICE
BATON ROUGE
NEW ORLEANS

Henry & Pat Shane

GEICO of New Orleans

Dot's Diner

DIScount Income Tax

Mayor Ben Zahn

Jefferson Parish Council

EJGH

Patrons of Lafreniere Park

Jefferson Parish Council

\$45,000 - 47,000

EJGH

(EMS)
Manned
(Ginger)



2017 Patrons of Lafreniere Park Inc.

Sponsorship Levels

\$100 Discount Insurance Co.

^{\$300.00}
Oak - \$500.00

Dots Diner - Patsy

GEICO of New Orleans - Jetti

Bayou Tree - Coleen

Regions Bank - Ginger

EJGH - EMS - Ginger

Park Patrons Membership

Free Tee Shirt

Company listed on printed materials and Tee Shirts

Uncle Sam Jam - VIP Admission

Magnolia- \$1000.00

Henry and Pat Shane (Ginger)

Park Patrons Membership

Uncle Sam Jam - VIP Tent Admission

Discounts to Events/Park Merchandise"

2 Uncel Sam Jam Tee SHirts

Name/Company listed in the Membership Directory, Park Website, and, Tee Shirts

^{\$2000}
Cypress - \$2500.00

Jefferson Financial

Park Patrons Membership

Uncle Sam Jam - VIP Tent Admission

Discounts to Events/Park Merchandise

Uncle Sam Jam - VIP Tent Admission

4 Uncle Sam Jam Tee Shirts

Name/Company listed in Membership Directory, Park Website, Programs and Tee Shirt

3,000

Pecan - \$5000.00

Bryan Suber - Bob Ebbertman

Park Patrons Membership

Uncle Sam Jam - VIP Tent Admission

Discounts to Events/Park Merchandise

6 Uncle Sam Jam Tee Shirts

Name/Company in the Membership Directory, Park Website, Programs, Tee Shirt, Scrim/Park Banner

* Major Sponsor
DISTRICT 4

Jefferson Parish Councilman Jack Rizzuto - \$47,000
Additional council support to be reported at later date
(\$1800)

* Councilman Rizzuto also is securing additional donations to be reported at a later date.

Date Ck# Name AmountPaid AmountIn

Date	Ck#	Name	AmountPaid	AmountIn
6/14/2017	1193	Fireworks	7,500.00	
6/19/2017	1194		6,000.00	
6/23/2017	1195	Egan	943.65	
	1196		22,500.00	
	1197		1,500.00	
	1198		3,500.00	
6/23/2017	1199	Cumulus	1,890.00	
6/23/2017	1200	Cumulus	585.00	
6/23/2017	1201	Waste Connections	500.00	
6/29/2017	1403	T-Shirts	907.50	
7/3/2017	1405	Fireworks	7,500.00	
7/9/2017	1406	Sound	9,810.00	

AmountPaid_S 63,136.15

Sponsors	11,900.00
Vendors	5,665.00
Drinks (<i>50/50 Eric Youngblood</i>)	4,055.00
Parking	10,044.00

800.00

AmountPaid_S 31,664.00 AmountDue_S 800.00

Patrons of Lafreniere Park Minutes
June 7, 2017

PRESENT: CRAWFORD, DAVILLIER, EBBERMAN, EMERY, EPLING, KLEIN, LANDRY, MILLER, PEREZ, WATERMEIER

ADMINISTRATION: CHRIS NAUMAN, ASSISTANT PARK MANAGER; LEO WEBB, PARKS & RECREATION; JEFF ZAPATA, AN AIDE TO DISTRICT 4 COUNCILMAN JACK RIZZUTO.

CALL TO ORDER: 6:38 P.M. FOLLOWED BY THE PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA. ROLL WAS CALLED, AND 10 MEMBERS RESPONDED, CONSTITUTING A QUORUM TO CONDUCT BUSINESS.

MAY MINUTES: WERE E-MAILED AND DISTRIBUTED. KLEIN MOVED, WATERMEIER SECONDED, APPROVED UNANIMOUSLY.

TREASURER'S REPORT - SEE REPORT. WE ARE "UP TO DATE ON EQUIPMENT". HAVE NOT RECEIVED MONTHLY BILL FROM THE SOUND TECH. \$300 PER CONCERT. THERE IS \$39,000.00 IN THE PARISH ACCOUNT (\$43, 000 INCLUDING FIREWORKS). BILLS WILL BE PAID BY INVOICE.

PARK MANAGER'S REPORT - CHRIS REPORTED THE ENTRANCE GATES TO THE PARK GROUNDBREAKING WILL TAKE PLACE ON FRIDAY, JUNE 16TH BEHIND THE FOUNDATION CENTER. 4 COLUMNS AND 2 GATES WITH ARCHES AT THE DOWNS BLVD. ENTRANCE. 2 COLUMNS AND 1 GATE AND ARCH ON THE WEST NAPOLEON AVENUE ENTRANCE. HE ALSO REPORTED ON THE DRAINAGE AND GRADING STATUS AROUND THE CONCERT STAGE.

CHAIRMAN'S REPORT - WE NEED SPONSORS! COUNCILMAN RIZZUTO IS USING CHUCK CREDO AS EVENT PLANNER AND HE IS DOING A GOOD JOB, VICTORIA HICKAM WILL SING THE NATIONAL ANTHEM, FOLLOWED BY THE DRIFTERS AS THE LATE NIGHT ACT.

THERE WILL BE A \$5.00 FEE TO PARK IN LAFRENIERE PARK. THE KAWAINIS AND CARROLLTON CLUB WILL COLLECT AND THEN DISBURSE TO THE PATRONS THEIR PERCENTAGE. LAST YEAR IT WAS 70% PATRONS, 30% KAWAINIS AND CARROLLTON.

JERRI KLEIN HAS PURCHASED 1500 FLAGS FOR DISTRIBUTION TO ATTENDEES. GINGER WILL COORDINATE SHIFTS FOR DISTRIBUTION OF FLAGS AND GEICO FANS, AS WELL AS SALE OF T-SHIRTS.WITH KLEIN, CRAWFORD, LANDRY, BUNNY EMERY, EPLING, WATERMEIER, MILLER, AND VILLAVASO.

CHRIS FRANKLIN WILL MODERATE FROM THE STAGE, AND RECOGNIZE SPONSORS, ETC.

****MOTION -** MILLER MOVED, KLEIN SECONDED TO HAVE PATRONS SELL WATER. DISCUSSION ENSUED ON PROS AND CONS.

MOTION WITHDRAWN.

DISCUSSION ENSUED ON THE NECESSITY OF SOLICITING FOR NEXT YEAR BEFORE THE END OF THE YEAR TO BE INCLUDED IN THE BUDGETS OF BUSINESSES AND INDIVIDUALS.

ADJOURNMENT - 7:45 P.M. KLEIN MOVED, WATERMEIER SECONDED, APPROVED BY ACCLAMATION.

RESPECTFULLY SUBMITTED,
GINGER CRAWFORD, RECORDING SECRETARY

PATRONS OF LAFRENIERE PARK MINUTES
MAY 3, 2017

I. PLEDGE OF ALLEGIANCE

II. CALL TO ORDER/ROLL CALL/WELCOME/PUBLIC COMMENTS AND DISCUSSION

PRESENT: Crawford, Ebberman, Emery, Epling, Klein, Landry, Perez, Villavaso, Watermeier.

Excused. Chad Pitfield out of town on Law Enforcement business; Jane Miller in Africa.

Administration: Barry McGuinness - Park Manager; Jeff Zapata, Council District 4 representative.

III. APPROVAL OF APRIL, 2017 MINUTES - NO QUORUM NO MEETING

IV. TREASURER'S REPORT - MONIES RECEIVED - \$47, 841.00. SOUND SYSTEM PAID IN FULL. CURRENT SERIES OWED \$1500; \$750; \$300; \$300 = \$2850.00

Recycling grant approved. Matched us double. We approved \$5000.00; they are giving us \$10,000.00

V. PARK MANAGER'S REPORT

Ongoing work on streets and storm drains. Pre-bid on stage to begin Thursday, May 16th. 45 days to complete by July 9th. Mostly drainage and landscaping.

VI. CHAIRMAN'S REPORT/UNFINISHED BUSINESS

Latin concert moderately attended. We need sponsorships. Weather cancelled Rocky's Fox Trot Orchestra.

VII. NEW BUSINESS

UNCLE SAM JAM - WE NEED SPONSORS. Karen working on T-shirt design, presented several options, none approved. Will incorporate comments and suggestions in selecting a design and order shirts. Sponsor Bryan Subaru donating \$5,000.00. We pay N.O. Concert Band and insurance; Councilman Rizzuto paying Chuck Credo to secure bands. Bob Emery will handle vendors; Jerri Klein will sell beer; Ginger, Karen, Bob and others will sell water and t-shirts. Jerri and Burton will donate flags which will be handed out to attendees. Fraternal Order of Police will sell Daiquiris. Details will be discussed at the June meeting.

Proposed Itinerary handed out and discussed. To be finalized at June meeting/later

VIII. ADJOURNMENT - 7:34 P.M. Coleen moved, Jerri seconded. Unanimous.

NEXT MEETING WEDNESDAY, JUNE 7th AT 6:30 P.M. IN THE FOUNDATION ROOM.

Respectfully Submitted,
Ginger Crawford, Secretary

Attachment O

Buisson Creative
Invoice, dated
07/03/2014 and
Garrity Printing
Invoice, dated
06/24/2014



Invoice



Buisson Creative
 3330 N. Causeway Blvd., Suite 216
 Metairie, LA 70002
 504-378-3792
 accounting@buissoncreative.com

DATE	INVOICE #
7/3/2014	14-410

PAID
 09/23/2014

*Paid by
 CHK # 1046 + 1057*

BILL TO
Patrons of Lafreniere Park 3000 Downs Blvd. Metairie, LA 70003

TERMS	DUE DATE
30 Days	8/2/2014

DESCRIPTION	PAYMENT	BALANCE
Design & layout Gambit 1/2 page ad		500.00
Design & layout lawn signs		250.00
Design & layout mesh speaker scrims		500.00
Design & layout Uncle Sam Jam logo		100.00
Design & layout posters for Uncle Sam Jam announcement event		100.00
Print 4 Uncle Sam Jam posters for announcement event, mount on foamcore board		335.13
Print four 5' x 3' mesh banners noting sponsors and councilmembers and two 5' x 14' mesh banners "Uncle Sam Jam"; insert grommets to tie on stage	\$522.11 - Uncle Sam Jam paid	0.00

Outstanding balances after 30 days are subject to 1.5% interest per month accruing from the Due Date. In addition, costs and reasonable attorney's fees for collection may be charged.

Total	\$1,785.13
Payments/Credits	-\$1,785.13
Balance Due	\$0.00

INVOICE



GARRITY
PRINT SOLUTIONS
A Harvey Company
 504.733.9654 • Fax 504.733.8506

Invoice Number: 141627-01
 Invoice Date: 6/24/2014
 Due Date: 7/24/2014
 Salesperson: PAT GARRITY
 Purchase Order:

Bill To: 2692
 BUISSON CREATIVE
 3330 N. CAUSEWAY BLVD, STE 318
 METAIRIE LA 70002

Remit Payment to:
 Garrity Print Solutions
 A Harvey Company
 PO Box 11305
 New Orleans, LA 70181-1305

Please reference invoice number on all correspondence

Quantity Ordered	Quantity Shipped	Order Number or Job-ID	Description	Unit Price	Unit of Measure	Amount
4	4	141627	Uncle Sam Jam Posters mounted on foamcore board	0.0000		308.16

Net Sales: 308.16

Tax: 26.97

Invoice Total: **335.13**

7

Terms: **TERMS: 30 DAYS NET**
 A 1 1/2% per month Service Charge will be made on all items not collected when due. All costs incurred by Garrity Print Solutions, A Harvey Company for collection, including 25% Attorney's Fees, will be charged.

PATRONS OF LAFRENIERE PARK INC
 3200 DOWNS BLVD.
 METairie, LA 70003

1043

DATE 8-19-2014

PAY TO THE ORDER OF Garrity Print Solutions \$ 335.13

Three hundred thirty five & 13/100 DOLLARS

FOR AW # 14-1627-01 2014

REGIONS

[Signature]

8821121 - SC02 003420716>065905435< 0096

PAY TO THE ORDER OF
 FIRST FSC BANK
 FIRST FSC BANK
 FIRST FSC BANK
 FIRST FSC BANK
 FIRST FSC BANK

PATRONS OF LAFRENIERE PARK INC
 3200 DOWNS BLVD.
 METairie, LA 70003

1046

DATE 8-19-2014

PAY TO THE ORDER OF Bussan Creative Strategies \$ 2307.24

Two thousand three hundred seven & 24/100 DOLLARS

FOR AW # 14-1710

REGIONS

[Signature]

Attachment P

E-mails to and from
Council District 4 and
Parish Accounting
Department, dated
07/19/2017 –
09/07/2017



1. RE: Attached invoice for All Access passes and Artists badges for 2017 Uncle Sam Jam

From: Sheri Giovingo <SGiovingo@jeffparish.net>
To: Bumper [REDACTED]@bellsouth.net>
Sent Date: Jul 19, 2017 09:58:54
Subject: RE: Attached invoice for All Access passes and Artists badges for 2017 Uncle Sam Jam
Attachment: [image001.png](#)

Yes I believe all invoices that Jack said would be covered with the District 4 funds he put forth for the event have been paid.

Sheri

Sheri Giovingo
Senior Operations Assistant to
Councilman Jack Rizzuto
District 4
Jefferson Parish
(504)736-6622

From: Bumper [mailto:[REDACTED]@bellsouth.net]
Sent: Tuesday, July 18, 2017 11:35 PM
To: Sheri Giovingo <SGiovingo@jeffparish.net>
Subject: Re: Attached invoice for All Access passes and Artists badges for 2017 Uncle Sam Jam

no I have the vendors, I just need to make sure that everyone Jack said he would cover has been paid.

On Jul 18, 2017, at 1:45 PM, Sheri Giovingo
<SGiovingo@jeffparish.net<mailto:SGiovingo@jeffparish.net>> wrote:

Not sure about vendors.

Sheri

Sheri Giovingo
Senior Operations Assistant to
Councilman Jack Rizzuto
District 4

Jefferson Parish

(504)736-6622

From: Bumper [mailto:██████████@bellsouth.net]

Sent: Tuesday, July 18, 2017 1:01 PM

To: Sheri Giovingo <SGiovingo@jeffparish.net<mailto:SGiovingo@jeffparish.net>>

Subject: Re: Attached invoice for All Access passes and Artists badges for 2017 Uncle Sam Jam

Will do.

Sheri, do you happen to have a list of everything we were to pay for, coming in late I never got a list of the vendors we needed to take care of.

THx,

Bob Emery

On Jul 18, 2017, at 11:59 AM, Sheri Giovingo

<SGiovingo@jeffparish.net<mailto:SGiovingo@jeffparish.net>> wrote:

Bob:

Please see attached invoice for the All Access passes and Artists' badges for the 2017 Uncle Sam Jam.

Please reimburse Ventura Uniform Service in the amount of \$504.60 who paid for this invoice when the passes and badges were picked up.

Let me know if you need any additional information.

Thanks,

Sheri

Sheri Giovingo

Senior Operations Assistant to

Councilman Jack Rizzuto

District 4

Jefferson Parish
(504)736-6622

-----Original Message-----

From: EBcouncilscan

Sent: Tuesday, July 18, 2017 1:06 PM

To: Sheri Giovingo <SGiovingo@jeffparish.net<mailto:SGiovingo@jeffparish.net>>

Subject:

TASKalfa 4500i

[00:c0:ee:a5:e7:3c]

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<doc01156920170718120549.pdf>

<image001.png>

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[cid:image001.png@01D30075.A0DE4050]

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1. RE: Uncle Sam Jam 2016

From: Kerry Schrieffer <KSchrieffer@jeffparish.net>
To: Sheri Giovingo <SGiovingo@jeffparish.net>
Sent Date: Sep 07, 2017 08:57:06
Subject: RE: Uncle Sam Jam 2016
Attachment: [Patrons Spreadsheet 9-7-17.pdf](#)
[Patrons AS-400.pdf](#)

Hi Sheri,

Luckily, I had already begun looking into this a few months back. It took me quite some time to figure it out. Please see the attachments which summarize the payments made under the contract with the Patrons of Lafreniere. Do you need the actual copies of the payments? That will take some time.

In the future, it would be very helpful if there was a new contract with the Patrons for each event instead of amending the same contract over and over. It is much harder to keep track of what the intended purpose was and what was spent when everything gets lumped together.

Thanks,

Kerry Schrieffer, CPA
Assistant Finance Director
Jefferson Parish Finance Dept
Phone 504-364-2769

From: Sheri Giovingo
Sent: Wednesday, September 06, 2017 5:02 PM
To: Kerry Schrieffer
Subject: Uncle Sam Jam 2016

Kerry:

Please forward me all the invoices paid out by J.P. to Patrons of Lafreniere Park via CEA amendments between the Parish of Jefferson and the Patrons of Lafreniere Park for the 2016 Uncle Sam Jam (Resolution Nos. 126526 adopted February 17, 2016, in the amount of \$150,000.00; 127254 adopted June 8, 2016, in the amount of \$50,000.00; and 127323 adopted June 22, 2016, in the amount of \$10,000.00). I am checking with my files to make sure which invoices were actually paid out of J.P. Council District 4 Tourism Monies.

Please send as soon as you can. The Councilman is requesting this information.

Thanks,

Sheri

Sheri Giovingo
Senior Operations Assistant to
Councilman Jack Rizzuto
District 4
Jefferson Parish
(504)736-6622

Attachment Q

E-mails to and from
Council District 4
regarding Patrons'
governance, dated
08/29/2017 –
09/11/2017



1. Fwd: Amended Bylaws

From: Robbie Ventura [REDACTED]@yahoo.com>
To: SGiovingo@jeffparish.net
Hidden recipients: sgiovingo@jeffparish.net
Sent Date: Aug 29, 2017 16:56:14
Subject: Fwd: Amended Bylaws
Attachment: [image001.jpg](#)
[Redline of Amended Bylaws.docx](#)

Sent from my iPhone

Begin forwarded message:

From: Jack Rizzuto [REDACTED]@bellsouth.net>
Date: August 29, 2017 at 8:02:45 AM CDT
To: Robbie Ventura [REDACTED]@yahoo.com>
Subject: Fwd: Amended Bylaws

Sent from my iPhone

Begin forwarded message:

From: Gina Geraci <gdg@chehardy.com>
Date: August 28, 2017 at 1:44:32 PM CDT
To: "[REDACTED]@bellsouth.net" <[REDACTED]@bellsouth.net>
Subject: Amended Bylaws

Mr. Rizzuto: Attached are the amended Bylaws for your review. You can call me if you have any chances or call Dave to discuss.

1. RE: Attached invoice for All Access passes and Artists badges for 2017 Uncle Sam Jam

From: Sheri Giovingo <SGiovingo@jeffparish.net>
To: Bumper [REDACTED]@bellsouth.net>
Sent Date: Jul 19, 2017 09:58:54
Subject: RE: Attached invoice for All Access passes and Artists badges for 2017 Uncle Sam Jam
Attachment: [image001.png](#)

Yes I believe all invoices that Jack said would be covered with the District 4 funds he put forth for the event have been paid.

Sheri

Sheri Giovingo
Senior Operations Assistant to
Councilman Jack Rizzuto
District 4
Jefferson Parish
(504)736-6622

From: Bumper [mailto:[REDACTED]@bellsouth.net]
Sent: Tuesday, July 18, 2017 11:35 PM
To: Sheri Giovingo <SGiovingo@jeffparish.net>
Subject: Re: Attached invoice for All Access passes and Artists badges for 2017 Uncle Sam Jam

no I have the vendors, I just need to make sure that everyone Jack said he would cover has been paid.

On Jul 18, 2017, at 1:45 PM, Sheri Giovingo
<SGiovingo@jeffparish.net<mailto:SGiovingo@jeffparish.net>> wrote:

Not sure about vendors.

Sheri

Sheri Giovingo
Senior Operations Assistant to
Councilman Jack Rizzuto
District 4

Jefferson Parish
(504)736-6622

-----Original Message-----

From: EBcouncilscan

Sent: Tuesday, July 18, 2017 1:06 PM

To: Sheri Giovingo <SGiovingo@jeffparish.net<mailto:SGiovingo@jeffparish.net>>

Subject:

TASKalfa 4500i

[00:c0:ee:a5:e7:3c]

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<doc01156920170718120549.pdf>

<image001.png>

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[cid:image001.png@01D30075.A0DE4050]

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Emergency Meeting of Patrons Board

Thursday, June 15, 2017 10:01 PM

From: "mary crawford" [REDACTED]@att.net>

To: patronsboard/@lafrenierepark.org

Cc: jrizzuto@jeffparish.net

Bcc: jzapata@jeffparish.net



[Re: Message](#) [Printable View](#)

Upon the request of Councilman Jack Rizzuto, an emergency meeting was called for the Patrons Board to discuss the status and progress of Uncle Sam Jam. The meeting was announced and the following were in attendance:

BOARD MEMBERS PRESENT: Crawford, Davillier, Ebberman, Emery, Epling, Klein, Landry, Perez, Pitfield, Watermeier

PARK ADMINISTRATION: Barry McGuinness, Park Manager

COUNCIL: Councilman Jack Rizzuto, District 4, and aide, Robbie Ventura, Jeff Zapata

CALL TO ORDER: 6:10 P.M. Ten board members were in attendance constituting a quorum to conduct business.

Chairman Ebberman welcomed everyone and turned the meeting over to Councilman Rizzuto.

Councilman Rizzuto then addressed the board reiterating his fiduciary responsibility in handling of public funds with regard to the donation of the proposed budget requested by the chairman of the Patrons for Uncle Sam Jam. The lack of response of leadership by the chairman and the time constraints to adequately support the event prompted the councilman's vote of no confidence, and Councilman Rizzuto asked for his resignation, although he acknowledged that it should be a board action. Specific examples regarding inquiries and up to date status of sponsors, vendors, etc. were given with opportunities for response. Questions and discussion from board members resulted in asking for the chairman's resignation for the good of the board and its future work on behalf of Lafreniere Park.

MR. EBBERMAN OFFERED HIS RESIGNATION AT THIS TIME, AND STATED THAT ALL MONIES WERE APPROPRIATELY ACCOUNTED FOR. AT NO TIME WAS THERE ANY IMPLICATION OTHERWISE.

TO MAKE IT AN OFFICIAL ACTION OF THE BOARD, KEITH DAVILLIER MOVED, CHAD PITFIELD SECONDED TO ACCEPT THE CHAIRMAN'S RESIGNATION. THE BOARD UNANIMOUSLY APPROVED.

Bob Emery, a former Chairman, will assume the leadership role, with Chad Pitfield, also a former Chairman, handling other aspects of preparation. All members of the board present renewed their commitment to securing sponsors and participants, and to assuming their respective roles on July 3rd.

Meeting was adjourned.

Respectfully Submitted,
Ginger Crawford, Recording Secretary

m_medium=banner&utm_source=psac&utm_campaign=adccouncil&utm_content=bar...

1. Re: Minutes from 9-6-17

From: Barry McGuinness <BarryMcGuinness@jeffparish.net>
To: Delahoussaye, Kevin <[REDACTED]@capitalone.com>
Sent Date: Sep 11, 2017 15:08:41
Subject: Re: Minutes from 9-6-17
Attachment:

I don't know how much of a choice he's going to give them. I was not in attendance but from what I heard there was some who did not agree with Jack's approach.

Sent from my T-Mobile 4G LTE device

----- Original message-----

From: Delahoussaye, Kevin
Date: Mon, Sep 11, 2017 3:00 PM
To: Barry McGuinness;
Cc:
Subject: Re: Minutes from 9-6-17

Hey Barry how is the board taking this Rizzuto approach . Did I read right he is going to recommend a slate of new board members .

Sent from my iPhone

On Sep 11, 2017, at 2:53 PM, Barry McGuinness
<BarryMcGuinness@jeffparish.net<mailto:BarryMcGuinness@jeffparish.net>> wrote:

Please see the attached

Barry McGuinness
Park Manager
Lafreniere Park
3000 Downs Blvd.
Metairie, LA 70003
504-838-4389

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regardless of its source, may be a public record subject to public inspection and reproduction in accordance with the Louisiana Public Records Law, La. Rev. Stat. 44:1 et seq.
<Patrons of Lafreniere Park Minutes 9-6-17.docx>

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Attachment R

Parish Responses

Councilman Impastato
Pages 243-294

Parish President Lee
Sheng Pages 295-297





DOMINICK F. IMPASTATO, III
COUNCILMAN, DISTRICT 4
JEFFERSON PARISH

SUITE 1015
1221 ELMWOOD PARK BLVD.
JEFFERSON, LOUISIANA 70123
OFFICE: (504) 736-6622

15 September 2020

Via Email: dmcclintock@jpoig.net

David McClintock
Inspector General
Jefferson Parish

.....

Re: Lafreniere Park Concert Events IG Investigation
Report No. 2017-0017
Date of report: 7/30/20

Dear Mr. McClintock:

We are in receipt of your office's report concerning concert events at Lafreniere Park from the years 2013-2017. Our office has reviewed said report, has performed some research concerning these issues, and the District 4 Office is hereby providing the following response to the comments made in your office's report:

I. THE EVENTS IN QUESTION ARE PAID FOR WITH HOTEL/MOTEL AND TOURISM DOLLARS, THUS, THESE EVENTS SERVE THE VERY PURPOSE FOR WHICH THE TAXES WERE ASSESSED.

The overall tenor of the report gives the impression that the Inspector General's office questions the practice of expenditures of parish tax dollars for events of this sort rather than for capital expenditures. In fact, the report specifically admonishes the Patrons for using funds for the purpose of putting on these concerts and events, rather than for capital improvements within Lafreniere.

On the other hand, it is the opinion of the undersigned that the contrary is actually true. The specific appropriations for Uncle Sam Jam are hotel/motel and tourism tax revenue sources. Those assessments are specifically intended to be used for efforts that will increase both tourism to District 4 and the concomitant hotel reservations within District 4. The use of these funds encourages economic development for vendors inside and outside of the Park, encourages travel to the area, and enhances the quality of life in the area. Spending those revenue sources on concerts and other events at Lafreniere Park, namely Uncle Sam Jam, satisfies the very purposes for which those funds are assessed.

Uncle Sam Jam is an event which has grown exponentially over the past decade. Beginning in its infancy with merely a few hundred people to most recently as many as 30,000 people, the event has been extremely successful in bringing citizens both from Jefferson Parish and from outside the parish to the Park. Additional parish revenues in the form of hotel reservations, food purchases, restaurant, gas station, and other tax dollars are generated at increasing volumes as byproducts of the event. As a result, the very purposes for which those parish funding sources were created are directly achieved through Uncle Sam Jam.

The use of these sources of tax revenue for maintenance and capital improvements in the Park could arguably deviate from the purposes for which those tax sources are allocated. Unless the capital improvements were somehow shown to be potential sources of enhancing tourism and bringing people to the Park from outside the parish, then the use of those funds for capital improvements could draw the ire of critics, not the least of which being the Inspector General's office. While the undersigned does not specifically suggest that the funds be restricted in such a narrowly-interpreted fashion, the point stands that the use of those funds for events such as Uncle Sam Jam and other concerts squarely serves the purposes for which those taxes were assessed and the very purposes for which those funds were allocated to District 4.

Finally, the report seems to criticize these events for failing to generate sufficient profits for the capital improvements of the Park. However, this criticism ignores that the purpose of the concerts and events has never been to raise money. These events are intended not only to enhance the quality of life of residents in Jefferson Parish, to increase the utilization of the public facility, but also to market the assets of Lafreniere to people both inside and outside of Jefferson Parish. The intention has never been to have these events serve as fundraisers. If cost and profitability were the motive, then an entry fee of significance would be charged. Rather, these events are intended to use a public facility during times of limited utilization in a manner that will increase attendance to the Park, showcasing the amenities and assets within the Park. Accordingly, the watermarked theme of the report, stating that the Patrons activities are questionable because the events fails to generate funds for capital improvements, seems misplaced.

II. THE PATRONS OF LAFRENIERE SERVES A CRITICAL ROLE THAT APPEARS TO BE OVERLOOKED BY THE INSPECTOR GENERAL'S OFFICE.

A. The Patrons Serve An Important Role In Bringing Attention And Visibility To Lafreniere.

At the outset, the District 4 office disagrees with the general premonition upon which the Inspector General's report is based. The entire report pre-supposes that the Patrons of Lafreniere Park serve solely as a fundraising entity for the Park. The report assumes that the sole purpose of the Patrons is to generate funds for capital improvements in the Park. The undersigned agrees that this is part of the function that the Patrons are to serve. However, to suggest that the Patrons serve in no other capacity is belied by the history and the work performed by the members of the Patrons board.

The predecessor to the Patrons was the Lafreniere Foundation Board. During the period of the Foundation and the Friends of Lafreniere, each had a mission. The Foundation's mission was to specifically fundraise primarily through large events such as the "Cotillion in the

Pavilion” and “Taste of the Town”. The Friends of Lafreniere’s Mission was to provide workers for Foundation events and they also had awareness events such as Storytelling, Halloween Pumpkin patches and a small scale Christmas event. Unfortunately, due to waste and fraud, the original fundraising/promoter of awareness of the Park, the Lafreniere Foundation Board and its subsidiary the Friends of Lafreniere Park were dissolved by the Parish Council. Subsequently the Patrons of Lafreniere Park was founded to take over the role of the Foundation and the Friends. The purposes of these two organizations, particularly the volunteer and event-planning aspect were merged into the new organizations, the Patrons of Lafreniere.

For decades, the Patrons of Lafreniere has organized events, conducted meetings, and have volunteered themselves for the betterment of Lafreniere. At one time, events such as “Taste of the Town” were organized and performed at the Park. These funds did generate some form of funds for the Park, but the funds were very limited in terms of the operations and needs of the largest park on the eastbank of Jefferson Parish. The challenge with fundraising, however, is always marketability and awareness. From discussions with earlier members of the board, it became apparent that raising money for the Parks was difficult due to a lack of awareness among the community as to the amenities and the assets provided by Lafreniere Park. The Patrons then began outreach efforts in the form of free concerts in order to market the park and bring new faces into the Park who otherwise had not used the Park. The concerts proved increasingly successful, yielding thousands of new entrants into the Park. Beginning with former Councilman Congemi, the Patrons, together with the District 4 office, saw Uncle Sam Jam as an opportunity to bring thousands of people to Lafreniere who otherwise would not visit the Park.

In order to effectively raise outside funds to assist with Park improvements, awareness and attention to the Park are essential. These events have provided that vehicle. The awareness and attention to the Park by the public have grown exponentially over the past decade. In

discussions with potential sponsors, these events have provided the catalyst for longer term relationships that have the potential to truly benefit the Park on a perpetual basis. The spark for those relationships has been these events. Perhaps the best example is the Al Copeland Meadows Stage. This stage was built and funded by the Copeland family to assist with providing these concerts. It was the concert practice itself, initiated and developed by the Patrons, that served as the catalyst for the ultimate cultivation of the donation by the Copelands for the stage within the Park.

There is little doubt that, over the past decade, the Patrons have failed to have the number of fundraising events and have otherwise failed to exhaust the amount of fundraising effort contemplated by the express terms of the CEA with the Parish. However, whether the Patrons have fulfilled their goals for fundraising is a separate question from whether they have committed fraud, waste, or abuse as contemplated by the charter of the Inspector General. Any difficulties that they Patrons have had fundraising is far from tantamount to fraud, waste, or abuse under the Inspector General's authority.

While the express terms of the CEA may not designate "increasing awareness to the Park" or "administering events to increase participation at the Park", there is little doubt that these are purposes contemplated by the arrangement between the Parish and the Patrons. Certainly, fundraising is the ultimate goal. However, the measures naturally attendant to fundraising are implied within those express goals. Therefore, at a minimum, the organization and administration of events at the Park, including the concerts at the Park, are implied duties of the Patrons. Thus, the Patrons' conduct within those implied duties is appropriate and fails to justify Inspector General scrutiny.

B. Amendment Of The CEA Would Alleviate Almost All Of The Criticisms Raised By The Inspector General.

i. Amending the CEA would dispose of the majority of the criticisms.

The majority of the criticisms by the Inspector General seem to center around the Patrons serving purposes not expressly dictated by the Cooperative Endeavor Agreement with the Parish. The report reiterates various provisions in the CEA, the defined purposes and tasks of the Patrons, and other pertinent provisions. The critiques appear to be predominantly that the administration of concerts falls outside of the express purposes of the CEA. Accordingly, an amendment of the CEA to include those as express purposes of the Patrons would alleviate those concerns. Therefore, we propose amending the CEA to include that “organization and administration of events intended to increase utilization and awareness of the Park”, or some similar language, be included as an express purpose and duty of the Patrons.

ii. The record-keeping provisions are in place and the District 4 office is ensuring compliance as of 11/1/17.

Since November 1, 2017, when undersigned took office, compliance with the CEA has been instituted. For example, a letter is sent annually to the Patrons outlining the priorities for District 4 as it relates to the Park and asking for the projects that the Patrons wish to undertake.¹ Meetings have been conducted concerning those potential projects, and the lines of communication are open since that time. Additionally, since 11/1/17, the District 4 office is present at all Patrons meetings. We are not voting members, but we are present to discuss all projects and to be aware of the operations and actions of the Patrons. Finally, all reports have been required, including those for purposes of auditing. Thus, the CEA is in compliance at this time.

iii. The Priority for Capital Improvements Has Been Completed.

Another criticism of the report is that there is a need for the Patrons to perform a list of needs for capital improvements at the Park. However, this is unnecessary as this effort has already been undertaken and completed by the District 4 office. For approximately 18 months following our election, a task force was empaneled to review the state of Lafreniere and to

¹ Please see attached District 4 Exhibit A.

develop a capital improvements priority listing for the Park. This group consisted of elected officials, community leaders, volunteers, representatives of all business development groups in the parish, and others. Of particular importance on that task force was then-Councilwoman Lee-Sheng (now Parish President) and Councilman Templet, both of whom represent the entire parish. This yielded a SWOT analysis of the Park and the ultimate priority list of capital improvements needed for the Park. This was completed over a year ago. This priority list was formally adopted by the Parish President under the prior administration,² and current Parish President Lee-Sheng has expressed her consent to said priority listing as well. The first major project emanating from that task force has been designed and bids accepted recently. This project will begin construction shortly for the creation of a tournament-quality turf soccer field. Therefore, this recommendation has already been heeded.

C. Sponsorship Of Events By The Patrons Allows For More Efficient And Cost-Effective Administration Of Concerts At The Park.

The Parish has neither the staff nor the equipment necessary in order to administer events of this sort. The Parish does not have the administrative personnel or capacity in order to provide event planning of this sort. Additionally, in the context of sponsorship solicitation, there are difficulties presented with such an event being hosted by the Parish rather than by a non-profit of this sort, which is dedicated to the specific area in question. Specifically, when donations are solicited for food, beverages, or other monetary sponsorships, the ability to have those donations made to this non-profit entity is significant from the perspective of the vendor. This renders donations tax deductible, whereas donations to the parish itself would not be. Perhaps the best evidence of this effect is the donation received from Mrs. Peterson, in which she left a legacy of nearly \$1 million to the Patrons of Lafreniere for the purposes of beautification of the Park. This gift undoubtedly would never have been given if the non-profit entity were not involved. Similar benefits would be obtained for fundraising efforts for events,

² Please see attached District 4 Exhibit B.

such as concerts, at the Park. Whether or not the Patrons have exhausted the resources in that category of tasks is another question, but for the question of whether the arrangement is proper, we submit that the arrangement actually opens up greater fundraising opportunities than if the events were sponsored by the parish directly.

D. The Third Party Manager Hired By The Patrons And Coordinated By The District 4 Office Is Intended To Increase The Fundraising Efforts Of The Patrons.

The Inspector General report could in part be interpreted as a criticism of the Patrons for lack of fundraising as contemplated by the CEA. The undersigned disagrees with such criticism for the reasons stated both above and below this section. There has been a deficiency in the accomplishment of fundraising and external sources of revenue for park improvements. Nonetheless, we submit that efforts have been made by the District 4 office in 2018 and beyond in order to assist the Patrons with accomplishing its fundraising goals.

In an effort to learn of potential opportunities and alternative ways to meet the fundraising goal, the District 4 office sought the counsel of officials from New Orleans City Park. We learned that New Orleans City Park has overcome this same fundraising challenge at their facility through the hiring of an Executive Director whose primary responsibility is to develop fundraising opportunities for their facility. The focus of those opportunities appears to be organizing events which will generate revenue for City Park. Accordingly, at the suggestion of the District 4 office, the Patrons undertook to hire an Events Manager, whose purpose is to find additional sponsorship and donation opportunities for the Park. This will hopefully come in the form of enhancements to current events, the addition of other fundraising events, and other initiatives for fundraising as may be available.

Event Forward is the third party who was selected after a rigorous application and interview process. The process included the Recreation Department, the District 4 office, and most importantly, the Patrons of Lafreniere. Eventually, Event Forward was selected in order to

perform these functions. In their first year alone, Uncle Sam Jam saw additional vendors, additional sponsorships, and increased revenue from prior years. Most recently, several new initiatives of Event Forward were cancelled due to COVID-19 restrictions. However, for present purposes, we submit that significant measures have been undertaken in order to improve the fundraising by the Patrons for improvements at the Park.

III. ASIDE FROM CASH COLLECTIONS ISSUES RAISED, THE REPORT IS DEVOID OF ANY EVIDENCE OF FRAUD, WASTE, OR ABUSE.

The District 4 office fails to see where any fraud, waste, or abuse has been identified by the Inspector General's office with respect to the Patrons of Lafreniere and the concert events at the Park. The stated purpose of the Inspector General investigations is to uncover and to expose incidents of fraud, waste, or abuse by parish persons and/or departments. The report fails to identify any instances of fraud, waste, or abuse by any of the persons mentioned in the report. The concerns raised with cash transactions and lease payments to the Patrons could arguably fall into that category, but those were given quite minor attention when considered in the overall breadth of this report. The focus of the report was on the funding of the concerts at Lafreniere with parish tax dollars. There is no evidence in the report of any entity or any person in any portion of the events committing fraud, waste, or abuse with respect to any of those parish dollars. Thus, while the Inspector General's office may have sought to provide a "best practices" or "better practices" analysis, it would appear that the purview of the Inspector General's office has been somewhat exceeded, as the chartered charges of the Office have apparently not been satisfied by the results of the investigation.

A. There Is No Evidence Of Fraud Or Waste By The Patrons.

This report took upon itself to delve into the operations of a non-profit group that services and assists with Lafreniere Park. During the investigation, subpoenas were issued, investigations conducted, and banking records audited for the Patrons. We are pleased to see that, as a result of this extensive investigation, the report is virtually devoid of any evidence of

fraud, waste, or abuse by the Patrons. There is no evidence of misappropriated parish funds, no evidence of wasted parish funds.

The report even suggests that the Patrons generated \$300,000 from these events yet failed to deliver capital improvements of that value to the Parish. This somewhat misstates that financial circumstance in question. There is no evidence that the Patrons kept those funds or otherwise spent any of those funds elsewhere. The truth is that the records show that the Patrons spent all funds received back on the events themselves. As a result, there is no evidence whatsoever that any of those funds generated for the event were misspent in any way. Therefore, there were no funds available to even be used for capital improvements if they even wished to make such improvements.

Finally, the Inspector General recommends that an audit be performed of the Patrons' bank accounts. In one respect, the undersigned agrees that an audit would be the more appropriate vehicle for the analysis of these funding questions. The very report at issue here appears to be more along the lines of an attempt at a financial audit than it is the identification of instances of fraud, waste, or abuse. However, the undersigned disagrees in the sense that it appears that the Inspector General has in fact performed the audit already by virtue of this very report. Thus, an additional audit would be an unnecessary use of parish resources because the same has already been completed. Ordering another audit where the one already performed by the Inspector General has yielded a lack of fraud or waste would be duplicative and in itself the subject of potential waste of resources.

B. There Is No Evidence Of Fraud, Waste, Or Abuse By The Parish.

A review of the report reveals that there is an absence of allegations of fraud, waste, or abuse by the Parish. There is no suggestions of impropriety with respect to any parish funds by any parish employees or departments. There is a vague allegation that the expenditures by the Patrons depleted the funds available for capital improvements at the Park. However, there is no

support for the argument. There are no funds that were depleted by the Patrons which otherwise would have been available for capital improvements at the Park, and these expenses were specifically for the purpose of bringing awareness to the Park so as to enhance the activities taking place at the Park, increase the possibility of donations and other revenues to be directed to the Park. . Thus, there does not appear to be any evidence of fraud, waste, or abuse by the Parish or any of the departments within the Parish.

C. There Is No Evidence Of Fraud, Waste, Or Abuse By The Vendors For The Events.

In the report, much is made on the total dollars spent on the events. Specifically, it is stated repeatedly that \$535,000 in parish funds was spent to fund these events. However, noticeably absent from the report is any evidence that any of the contractors or vendors for Uncle Sam Jam or the other events committed fraud or waste in the context of those events. There is no evidence whatsoever that any of those funds were misspent. For instance, several mentions are made of the total dollar figure spent on the concert events, giving rise to an inference of large dollars misappropriated, but there is absolutely no evidence that any of those funds were misspent or otherwise abused. Thus, the nefarious undertone appears unnecessary. As there is no evidence that the funds were left unaccounted for and there is no evidence that the funds were the subject of fraud or waste, then the report seems to lack the revelations of fraud, waste, or abuse expected from this extensive investigation.

In particular, repeated references are made to Buisson Creative and the total amounts invoiced by that company. However, the report fails to make clear that the total amounts were merely pass-through services from Buisson to the artists performing at said events. The same would be true for Chuck Credo and his talent agency. Focus on the total dollars paid to those vendors, with the suggestion that these were exorbitant or otherwise improper, fails to present the true nature of those expenditures. Virtually all amounts paid to Buisson and Credo were pass-through expenditures directly to the artists performing at the concerts. The management

fees charged by those agencies for coordination and management of the events were modest. The report essentially admits as much. The question of whether the artist performance charges were excessive is another question for another day. The simple fact is that all amounts invoiced by Buisson and Credo for talent or artists were in fact paid to those artists. As a result, any inference that these large expenditures to Buisson or Credo were inappropriate is simply belied by the facts.

As a result, the true question at hand becomes whether or not the Inspector General's office agrees with the amount of money paid for artists to perform at these concerts. There is no evidence or allegation of fraud or waste with respect to the costs of the talent for these events. Thus, the only allegation then must be whether or not the Patrons should be spending this amount of money on talent for the events. However, this becomes a more esoteric or philosophical question as to how taxpayers wish to see their tax dollars spent. This is not an issue of fraud or waste with respect to the expenditures of funds. These funds were spent as stated and as intended. There is little debate on that topic. Therefore, the undersigned submits that the concerns of fraud, waste, or abuse are not present with respect to the manner in which these concerts are administered.

IV. MEASURES SHOULD BE IMPLEMENTED TO ELIMINATE OR OTHERWISE PROVIDE CONTROLS FOR THE COLLECTION OF CASH AT EVENTS.

Several instances have been identified by the Inspector General in which cash has been identified as missing or otherwise subject to question. The District 4 Office agrees that the elimination of cash transactions at Lafreniere, to the extent possible, should be eliminated. To the extent possible, credit card transactions and even potentially app-based fee programs should be created in order to lessen the need for cash.

In fact, the District 4 office pressed for the creation of a Director for Lafreniere Park in order to assist with resolving this issue with cash transactions. Due to prior allegations of problems with cash on hand, the District 4 office lobbied for the creation of a Director for the

Park in order to have a position that was terminable at will, allowing for greater accountability and oversight as to the cash on hand at the Park. Additionally, the new Park Director was charged with the responsibility to oversee a modification to the pricing and collection measures at the Park. This included the implementation of cash-less transactions at that Park. The District 4 office believes that the new Director on hand will play a meaningful role in ensuring that issues pertaining to cash as identified in this report will be eviscerated.

Nevertheless, events such as concerts will likely always have some need for cash transactions, whether that be for parking charges, food purchases, beverage purchases, etc. Thus, adequate controls should be implemented in place in order to verify accountability and to ensure that the parish funds are protected to the fullest extent possible. As a result of the recommendations in later sections, the food and beverage purchases should no longer be of any moment as the risk of misappropriation would then lie with the vendors themselves, putting the parish at no risk. Because the Patrons would be paid from these vendors solely by rental/sponsor payments, the cash generated through purchases at the event are of no concern to the Patrons or the Parish. The vendors themselves would have the only stake in the cash generated at their booths, so any risk would befall them on their own.

As for parking charges, which would appear to be the only charges for which cash would be accepted by the Patrons at such an event, proper controls should be put in place to ensure reliability. Our office suggests that the Internal Auditor for the Parish prepare procedures to assist with the verification and security for such cash transactions for these events.

Additionally, in the future, if the Patrons are unable to provide volunteers from their organization for the purpose of making the collections, an agreement with another non-profit to collect those fees in exchange for payment is not acceptable. Such a request should be made to the Parish Council so that the Parish Council can determine whether Parish employees are able to make those collections, and in such an event, parish protocols for handling of cash would be

in place and implemented. In any event, the discretionary subcontracting of the parking collections to another non-profit without parish authorization should be prohibited.

V. VENDORS SHOULD HAVE FIXED RENTAL/SPONSOR ARRANGEMENTS, RATHER THAN PROFIT-SHARING ARRANGEMENTS.

The Inspector General calls into question several agreements between the Patrons and various food vendors that appear to be akin to profit-sharing agreements. To summarize, in instances, rather than payment of a fixed sponsorship charge or rental fee, the particular vendors agreed to pay a certain percentage of their earnings for the event to the Patrons as payment for their rental of space at the event. The report specifically questions one vendor who allegedly went home with the cash generated at that particular booth, with an understanding that the vendor would appear later with a total of the revenue generated and with the Patrons' share of the profits.

Understandably so, the Inspector General questions the wisdom of such an arrangement, as the risk of lack of accountability would appear rampant. The District 4 office agrees that any such arrangements should cease. Any sponsorships or rental fees for vendors to have booths at events at Lafreniere should be fixed fees paid in advance. None of the fees paid by any such vendor should be contingent upon sales at said event. Prohibiting such agreements in the future will ensure that there is no accounting error nor any risk of fraud or waste as it relates to cash generated by booths on site.

Finally, by eliminating these profit-sharing arrangements, there is no risk to the Patrons of misappropriation by any vendor. The Patrons' revenue from the event is fixed as it relates to vendor booths, as all revenue will come from the rental fees or sponsorships, all of which will be paid by credit card, check, or money order. Therefore, any control issues pertaining to cash generated will be alleviated going forward.

VI. THE SERVICES PROVIDED FOR THE PATRONS ARE VIRTUALLY ALL SERVICE AGREEMENTS, WHICH WOULD NOT BE SUBJECT TO LOW BID CONTRACTING, AND PRE-

APPROVAL OF VENDORS WOULD LIKELY BE UNWORKABLE AND INEFFICIENT FOR THE ADMINISTRATION OF THESE EVENTS.

One of the criticisms raised is that the Patrons are able to retain vendors, specifically the agencies responsible for booking the artists for the concerts, the vendors providing staging and lighting equipment rental for the concerts, the food vendors, and the talent themselves. At the outset, it is important to note that the Parish is not staffed appropriately to be the entity responsible for putting on events of this sort. The Parish possesses neither the equipment nor the employees with the expertise to properly administer events of this sort. Thus, allowing entities such as the Patrons to hire outside contractors to perform those services is the most efficient and productive option for the successful completion of these events.

A. The Parish Purchasing Protocol Is Not Violated By The Patrons' Selections Because The Vendor Contracts In Question Are More Akin To Personal Service Contracts Rather Than Low Bid Contracts.

First and foremost, these vendors would be considered service contractors for which the “low bid” provisions of state and parish law do not apply. The talent agencies, whether Credo or Buisson Creative, are service contractors. Their role is simply the booking of talent and management of the events. It is critical to note that the Inspector General has obtained all of the financial information pertaining to the invoicing and payments to both Credo and Buisson Creative for all of the events, and upon review of those invoices and pricing, there is not any suggestion whatsoever of impropriety with respect to those invoices and prices. In fact, it appears that the opinion of the Inspector General is that those prices were very much in line with what would be expected in the industry. Thus, these service contracts by the talent management agencies appear more than acceptable and appropriate under the circumstances.

B. The Use of Pre-Approved Contracts Would be Both an Untenable Burden and Would Defeat the Goal of Such Events in Providing Opportunities for Local Businesses.

Furthermore, the use of “pre-approved” contracts for food vendors is a nearly untenable suggestion. Unfortunately for the New Orleans area, the food and beverage industry changes

dramatically each year. Some vendors who may be approved for one event may not even exist by the time of the next event. Additionally, many of the vendors use the events at the Park as an opportunity to market their products and their venues with an audience of this sort. One prime example is Port Orleans Brewery, a local microbrewery that reached out to our office and the Patrons to assist with Uncle Sam Jam in 2019 with the hopes of raising its marketing profile in Jefferson Parish. The ultimate result of that Port Orleans captured a significant market share in Jefferson Parish following that event, and the owners of the company attribute much of their growth to the exposure they received at the event. In return, the Patrons were able to market low cost, high quality beverages to the attendees, which in turn raised the profile of the event. Thus, both the vendor and the Patrons gained through this flexible arrangement. This mutual benefit would never have existed if the parties were subject to a “pre-approved” vendor list.

Moreover, the concept of pre-approval of vendors and parish purchasing prerequisites with respect to all small businesses who participate in local events such as Uncle Sam Jam would potentially suffocate and otherwise discriminate against small businesses, which are the foundation of this parish. One of the tangible benefits of the concerts at the Park is that the events assist small businesses with marketing their products and raising their profile with the public at a minimal cost to the business and at no cost to the parish. The product, food, and beverage vendors do not receive any revenue for these events from the parish, but instead from their product sales to customers at the event. Their profits, if any, are generated from the individual customers, rather than from the parish. The parish simply provides the stage (pun intended) to facilitate those vendors’ economic success.

Excluding those vendors who are not on a pre-approved list would eviscerate this commercial benefit to the community. Requiring presence in this sort of list and format would limit the population of available vendors to likely the bigger and more sophisticated vendors who typically operate as government vendors. This would defy the intent of the events and

would otherwise steer the economic benefit to only a select group of vendors within the parish. As such, this approach proper neither for the community nor for the event.

C. The Particular Vendors In Question, namely Event Producers, Provide a Service and Possess a Unique Skillset, Neither of Which Are Available Within the Parish Offices.

Finally, certain vendors, such as Event Producers, provide services much more akin to services rather than simply product purchases. The pre-approval of pricing and vendors may seem proper in a vacuum, but in the functionality of said events, the use of vendors with the experience handling such events becomes particularly beneficial. Particularly as it relates to concerts, the unique requirements from artist to artist can change almost daily. Event Producers, as a production company who puts on events across the country, from Family Gras to Jazz Fest to the original Jazz Fest in Newport, Rhode Island, has been prepared to handle the challenges presented by the unique demands from the talent and artists coming to these events. For example, staging and accommodation changes often occur at the last minute. Any ordinary equipment rental company, while pricing may be better, would not be equipped to handle the challenges that come with events of this sort. As the parish is not staffed to handle such events with this level of expertise and skillset, allowing the Patrons to hire those vendors that they deem most appropriate for the event, and with the past experience of success with such events, has proven effective.

VII. THE USE OF PARISH EMPLOYEES AND RESOURCES FOR THESE EVENTS IS APPROPRIATE.

Much is made of the parish employees and other resources used to assist with the concerts at the Park. These are not expenses which should be reimbursed. While the Parish budget may not receive a specific line item of benefit from the events, the fact is that the concerts are a service to the community that provide quality of life, economic development, and potential tourism enhancement to the area. Thus, the parish does receive the indirect benefit of tax dollars generated by such events and generated by the improved quality of life in the area.

In that sense, the concerts are similar to the service that Mardi Gras parades provide. Substantial parish resources are spent on each parade to ensure their success. However, the krewes are not assessed a fee to cover all such expenses. The benefit that the parish receives indirectly more than covers any expenditure of time and money. The concerts fall into that same category. The indirect benefit to the parish more than justifies the expenditure of monetary and human capital by the Parish.

Finally, the report seems to suggest that the Patrons profited from the parish resources used. This is not the case at all. The Patrons never profited from any of these events. These were truly non-profit events, and the Patrons failed to generate any funds from the event for themselves. Thus, the Patrons did not personally benefit at all from the resources provided by the Parish other than the internal satisfaction of having organized and delivered a successful event for the Jefferson Parish community..

VIII. THE DISTRICT 4 OFFICE IS THE PROPER DEPARTMENT TO PROCESS AND REVIEW INVOICES FROM UNCLE SAM JAM.

The Inspector General criticizes the process of the District 4 office reviewing and processing invoices pertaining to Uncle Sam Jam. While it is unclear what result is alleged to be created by such a process, what is clear is that the report casts aspersions on the practice under a vague suggestion that the District 4 office's processing of said invoices leads to fraud or waste. While no such fraud or waste has ever been identified, the implication is apparent from the report.

Despite the criticism, we submit that the District 4 office is in fact the proper department to review the invoices and request payment. In all other departments, the expenditures of funds from the budgets of those departments are presented to the director of said department, the department reviews said expenditure, and the expense is placed in line for payment by the department itself to the Finance Department. The process is the same for Uncle Sam Jam. The source of the funds for Uncle Sam Jam is the Hotel/Motel taxes allocated to the District 4 office.

There is no other department to process and review those expenditures. The only office which would be able to identify whether those expenses were incurred properly, and whether those funds were spent as intended, would be the District 4 office. Thus, it would appear irresponsible and inappropriate to take District 4 out of the review of those expenditures.

IX. THE DISTRICT 4 OFFICE SHOULD NOT INVOLVE ITSELF IN THE GOVERNANCE OF THE PATRONS, EXCEPT AS IT WOULD BE DELETERIOUS OR PROBLEMATIC FOR THE PARK ITSELF.

The current District 4 office cannot speak to what level of involvement prior administrations had in the governance and decisions of the Patrons. The current office agrees that the District 4 office should not dictate the affairs of the Patrons, other than as it may relate to the integrity and structure of the Park. To the extent that there is criticism of the District 4 office in selection of vendors for the Patrons, undersigned agrees that the Patrons should make their own decisions on selections of that sort. Furthermore, as it relates to their membership and governance, undersigned further agrees that the District 4 office should not involve itself in the elections and governance of the Patrons.

Notwithstanding the above, the District 4 office would have an obligation to become involved in anything that would potentially impact the Park facility or operations. For instance, in construction projects, the District 4 office should play a meaningful role as the representative of the Park and the constituents utilizing the Park. As the elected official responsible for the Park, certainly any project or activity that could affect the Park is one that should have substantial input, involvement, and approval from the Councilmember. However, we would agree that the District 4 office should allow the Patrons to govern their own board and to make their own selections as it relates to vendors, contractors, and all others as relates to their operations, including Uncle Sam Jam.

X. THE INSPECTOR GENERAL COSTS FOR SUBPOENAS AND ENFORCEMENT OF SUBPOENAS SHOULD BE BORNE BY THAT OFFICE'S BUDGET.

The Inspector General further requests that the Patrons reimburse for the expenses of subpoenas and otherwise the enforcement of records requests with the organization. We disagree and feel that the expenses of such enforcement should be borne by the Inspector General's office. Disputes and disagreements concerning the production of materials is ordinary in the context of investigations of this sort. From a review of the record, it appears that there was hesitation and concern on the part of the Patrons with respect to these requests. Undersigned reminds the IG office that the Patrons is a board of volunteers, including some distinguished professionals, retirees, and community activists. Absolutely no members of the board receive any form of compensation. Thus, the concern of such records requests would be reasonable on their part. Nevertheless, it appears that ultimate compliance was received and clearly substantial data and information were supplied by the Patrons. Accordingly, the issue was resolved.

Moreover, as is ordinary in the discovery process in litigation, there are mechanisms in place in which a court of law can tax said costs if necessary. Should a court deem that the refusal to produce or the delays attendant to same are problematic, there are vehicles in place that would permit the recovery of attorneys' fees and expenses associated with the motions involving that production. If a court deemed it warranted, then it should be paid. Undersigned suggests that the relief of that sort should come from a court in that manner, rather than in an order from the Parish, assuming one would even have some legal basis and enforceability.

SPECIFIC RECOMMENDATIONS

The District 4 Office responds to the specific recommendations made on each finding of the Inspector General in the attached chart on Recommendations, which we are attaching hereto.³ The reasons supporting these responses are addressed in more detail above.

^{3 3} Please see attached District 4 Exhibit C.

CORRECTIVE ACTIONS

We have provided corrective action plan recommendations and responses on the attached chart, which we are attaching hereto.⁴

Should you require additional information, please do not hesitate to contact me directly.

Sincerely,



Dominick F. Impastato, Councilman
Jefferson Parish District 4

Attachments

⁴ Please see attached District 4 Exhibit D.



DOMINICK F. IMPASTATO, III
COUNCILMAN, DISTRICT 4
JEFFERSON PARISH

December 13, 2017

SUITE 1015
1221 ELMWOOD PARK BLVD.
JEFFERSON, LOUISIANA 70123
OFFICE: (504) 736-6622

Mr. Ben Perez
bperez@AceOps.us
3614 Audubon Trace
Jefferson, LA 70121

Dear Mr. Perez,

I am excited that Lafreniere Park is in my council district. One of my priorities is working to improve the programs and facilities at the park. One of the best ways of accomplishing this is to cooperate and work with the Patrons of Lafreniere Park. The group has a history of providing quality service and enhancements to Lafreniere Park and I intend to continue this fine working relationship. The Cooperative Endeavor Agreement between the Parish of Jefferson and the Patrons of Lafreniere Park enables us to have this beneficial relationship. I appreciate that we have civic minded people such as those in the Patrons that are willing to give their time and effort to benefit our park. There are certain specifications in the Cooperative Endeavor Agreement that both parties must do annually in compliance with the agreement. The Parish must do the following:

PARISH agrees that it will provide ORGANIZATION annually with a list of proposed projects, programming or other items for which PARISH is making a funding request. The list shall be in order of the priorities set by PARISH. The parties may, however, during the fiscal year, by mutual agreement, depart from the list and priority ranking.

Prior to sending the Patrons a prioritized list of proposed projects, I want to announce that I will be hosting public meetings of stakeholders to provide input on how the Parish should move forward during the next year in developing programs and facilities. We believe that the best approach to obtaining fresh ideas for the future, long term development of the park is to formally solicit the input of your organization and other community stakeholders in the park. The Patrons of Lafreniere are key stakeholders and we will be asking that either you, or a designee, participate in these sessions. At the conclusion of these sessions, we will have a vetted list of priorities to provide in accordance with our agreement.

The Agreement stipulates the Patrons must do the following:

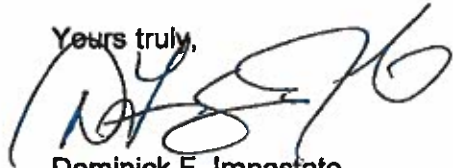
Fundraising activities conducted by ORGANIZATION at FACILITIES shall be subject to the approval of PARISH. ORGANIZATION shall propose a list of fundraising events, the parties may, however, during the fiscal year, by mutual agreement, depart from the listed fundraising events. PARISH may, at its option, request ORGANIZATION provide a written proposal for any particular fundraising event. Under no circumstances shall a fundraising event last for more than (1) year.

We would like to meet at your convenience to obtain from you the list of those events for which your organization wishes to fundraise.

Furthermore, the Park management has not advised my office of any pending projects. If there is a current project the Patrons are working to fund, please send this information also, and please let us know how we can assist in that project.

I look forward to the New Year. If I can be of any assistance to you and the Patrons, please feel free to contact me. I am willing and able to work with the Patrons.

Yours truly,



Dominick F. Impastato
Jefferson Parish Councilman
District 4

DFI/ac

Cc: Mike Yenni
Keith Conley
Mike Power
Royce Blanchard
CJ Gibson
Barry McGuinness
Mike Quigley
Jason Ural



DOMINICK F. IMPASTATO, III
COUNCILMAN, DISTRICT 4
JEFFERSON PARISH

May 31, 2018

SUITE 1015
1221 ELMWOOD PARK BLVD.
JEFFERSON, LOUISIANA 70123
OFFICE: (504) 736-6622

Mr. Ben Perez
Lafreniere Park Patrons
9632 Charlotte Drive
River Ridge, LA 70123

Dear Mr. Perez:

On February 9, 2018, I convened the first of four Lafreniere Park Stakeholders meetings. You have generously given time and effort to this important undertaking, and I thank you for your dedication to the Jewel of Jefferson. I believe we have fulfilled our purpose of "Bringing together a cross section of stakeholders to gather input on how the parish should move forward in developing programs and facilities at Lafreniere Park". We have successfully concluded this phase of our mission, and I am submitting the approved list of priorities to all stakeholders, including the Parish administration and the Patrons of Lafreniere Park. I look forward to garnering their continued support in accomplishing these objectives. For your convenience, I have attached the priorities. The priorities listed in red should be the areas of concentrated effort.

One of the top goals of our intergovernmental initiatives is to "*Promote the Lafreniere Economic Development District as a vehicle to revitalize the surrounding neighborhoods of the Park and to use the Park as a catalyst for positive change*". I am pleased that we are already making progress in this regard; at our last stakeholders meeting, the professional team that will develop a plan for the District was introduced and brought up to speed on our goals. A part of the team's task is public participation and outreach. We will be contacting our stakeholders during the summer to again get your input, as the team unfurls plans for the Park. This is an exciting and important project as we cultivate the Park as the catalyst for economic development in its surrounding areas.

I am committed to making incremental progress at the Park. I think we have a valuable blueprint to guide us. The work has already begun and, I will keep you abreast of our progress. Again thank you for serving as a Lafreniere Park stakeholder. I look forward to you joining us in another phase of Park development.

Sincerely,

Parish of Jefferson



Dominick F. Impastato
Councilman, District 4

DFI/ac

cc: Mike Yenni, Parish President
Keith Conley, Chief Operating Officer
Mike Quigley, Council Aide
Brenda Patel, Council Aide
Jason Ural, Council Aide
Rick Meyer

**SWOT ANALYSIS - RANKING OF PRIORITIES (FINAL)
LAFRENIERE PARK**

PROPOSED CAPITAL PROJECTS (1-10)	
RANK	DESCRIPTION
1	Build a state of the art soccer complex in the existing area of fields
2	Build a restroom to service the stage/ concert area
3	Expand the popular Health Track
4	Purchase available adjacent property to expand the park footprint
5	Move the office and maintenance yard to enhance the aesthetic appeal and free up valuable green space
6	Build a facility that will attract more events to the Park
7	Build a state of the art baseball/ softball complex
8	Renovate the streetscape along Downs Blvd.
9	Explore adding a 3 rd ingress/egress point
10	Build a multi-level park garage to accommodate large events
UPGRADE AND MAINTAIN CURRENT FACILITIES (1-15)	
RANK	DESCRIPTION
1	Upgrade the security lighting throughout park
2	Implement a yearly replacement plan for maintaining the health track (soil conditions make it tilted and uneven in certain areas)
3	Expand tree planting program and create more landscaping areas
4	Restore and upgrade the Marsh to provide habitat for wildlife
5	Upgrade the existing soccer fields
6	Renovate and expand the stage area (Meadow)
7	Renovate and expand the splash park
8	Install lightning detectors in areas that attract large crowds
9	Build more picnic shelters
10	Renovate and expand the dog park
11	Restock the lagoons
12	Better utilize the Judith Street park owned vacant lot
13	Upgrade the baseball/softball fields
14	Upgrade and add more features to the annual Christmas Display
15	Restore the hills in the meadow to the original height

**SWOT ANALYSIS - RANKING OF PRIORITIES (FINAL)
LAFRENIERE PARK**

OPERATIONAL ANALYSIS (1-12)	
RANK	DESCRIPTION
1	Allocate more budgeted funds toward the maintenance of existing park facilities
2	Examine the overall park operational and maintenance policies
3	Examine the current park rental policies. Determine if there are any benefits of granting exclusive use to any park facilities
4	Allocate more budgeted funds for improved public safety, to include cameras, communications, police details and emergency call boxes
5	Reinforce the policy that the park continue to have active and passive areas and avoid the temptation to become a large playground with an overabundance of activities
6	Examine the role of the Patrons of Lafreniere Park to determine if membership need to be expanded or restructured
7	Adopt an authorized master plan that considers the original plan as well as the subsequent plans
8	Hire a traffic engineer to devise initiatives to curtail speeding and other traffic control issues
9	Determine if the current Park Ranger position is an adequate public safety option
10	Hire a public relations firm to promote the parks central location, quality facilities in an effort to attract big events and educate neighbors of the park to mitigate any objections
11	Devise a plan to rid the park of unwanted wildlife and domestic feral animals
12	Propose a policy that the park will not add additional recreational lighting
INTERGOVERNMENTAL INITIATIVES (1-7)	
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2	Promote the proposed Lafreniere Economic Development District as a vehicle to revitalize the surrounding neighborhoods of the Park. Use the Park as the catalyst for positive change
3	Explore all possible federal, state, local and private means of funding
4	Explore the annexation of the Post Office property adjacent to the Park
5	Explore public/ private partnerships that may enhance park funding and programs
6	Petition state parks to relax the restrictions on allowing commercial entities that can enhance revenues within the park footprint
7	Work with Bike Easy to incorporate the park into the master bike plan



DOMINICK F. IMPASTATO, III
COUNCILMAN, DISTRICT 4
JEFFERSON PARISH

January 7, 2019

SUITE 1015
1221 ELMWOOD PARK BLVD.
JEFFERSON, LOUISIANA 70123
OFFICE: (504) 736-6622

Mr. Ben Perez
bperez@AceOps.us
3614 Audubon Trace
Jefferson, LA 70121

Dear Mr. Perez,

One of my priorities as the District 4 Councilman is working to improve the programs and facilities at the park. I am confident we have installed a great plan to accomplish this. Our public meetings of stake holders has provided a blue print of priorities to follow, we are on the verge of contracting with an events management firm to bring new fund raising events to the park. The Lafreniere Development District will bring investment to the businesses and surrounding neighborhoods of the Park. It is an exciting time for those of us that are advocating for Lafreniere Park.

My goal of utilizing public / private partnerships is best accomplished through working and cooperating with the Patrons of Lafreniere Park. The Cooperative Endeavor Agreement between the Parish of Jefferson and the Patrons of Lafreniere Park enables us to have this beneficial relationship. I appreciate that we have civic minded people such as those in the Patrons that are willing to give their time and effort to benefit our park. There are certain specifications in the Cooperative Endeavor Agreement that both parties must do annually in compliance with the agreement. The Parish must do the following:

PARISH agrees that it will provide ORGANIZATION annually with a list of proposed projects, programming or other items for which PARISH is making a funding request. The list shall be in order of the priorities set by PARISH. The parties may, however, during the fiscal year, by mutual agreement, depart from the list and priority ranking.

As noted, I conducted stakeholders meetings that produced well vetted priorities in the categories of Proposed Capital Projects, Upgrade and Maintain Current Facilities, Operational Analysis and Intergovernmental Initiatives. This plan has been adopted by the Parish Administration and remains very viable. Please consider this plan as the list of proposed projects in accordance with the Cooperative Endeavor Agreement.

The Agreement stipulates the Patrons must do the following:

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As also noted, we are on the verge of mutually agreeing on contracting with an events management firm to bring new fund raising events to the park. We can wait until this contract is finalized in determining the fund raising events that will be proposed in accordance with the Cooperative Endeavor Agreement. Additionally, the Patrons are required to furnish reports to the Parish in accordance with Section 9 of the agreement. Such reports may be due at this time:

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I look forward to the New Year. If I can be of any assistance to you and the Patrons, please feel free to contact me. I am willing and able to work with the Patrons.

Yours truly,



Dominick F. Impastato
Jefferson Parish Councilman
District 4

DFI/ac

Cc: Mike Yenni
Walter Brooks
Jeremy Dwyer
Royce Blanchard
Mike Quigley
Brenda Patel
Jason Ural
CJ Gibson
Barry McGuinness



From: Ann Cardwell [mailto:ACardwell@jeffparish.net]

Sent: Monday, January 7, 2019 4:27 PM

To: Ben Perez <Ben@authement.co>

Cc: Mike Quigley <MQuigley@jeffparish.net>; Jason Ural <JUral@jeffparish.net>; Brenda Patel <BPatel@jeffparish.net>; Mike Yenni <mike.yenni@jeffparish.net>; Walter Brooks <WBrooks@jeffparish.net>; Royce Blanchard <RBlanchard@jeffparish.net>; Clinton Gibson <CGibson@jeffparish.net>; Barry McGuinness <BarryMcGuinness@jeffparish.net>; Jeremy Dwyer <JDwyer@jeffparish.net>

Subject: Letter to the Patrons of Lafreniere from Councilman Impastato

Good Afternoon Mr. Perez:

Attached please find a letter from Councilman Impastato which is self-explanatory.

Please let me know if you have any questions.

Sincerely,

Annie Cardwell

Please be advised any information provided to Jefferson Parish Government may be subject to disclosure under the Louisiana Public Records Law. Information contained in any correspondence, regardless of its source, may be a public record subject to public inspection and reproduction in accordance with the Louisiana Public Records Law, La. Rev. Stat. 44:1 et seq.



DOMINICK F. IMPASTATO, III
COUNCILMAN, DISTRICT 4
JEFFERSON PARISH

May 21, 2019

SUITE 1015
1221 ELMWOOD PARK BLVD.
JEFFERSON, LOUISIANA 70123
OFFICE: (504) 736-6622

Mr. Ben Perez
c/o Patrons Of Lafreniere Park
9632 Charlotte Dr.
River Ridge, LA 70123

Re: Follow-up from May 7, 2019 Patrons Meeting

Dear Ben:

It was a pleasure meeting with the Patrons at your May 7, 2019 meeting. As I have stated many times, Lafreniere Park is a major priority and I enjoy working with valued volunteers such as the Patrons in improving and continuing the development of the Park. As a follow up to this meeting, I am attaching the required letter I sent to the Patrons at the start of this year in compliance with the Cooperative Endeavor Agreement between Jefferson Parish and the Patrons of Lafreniere Park. I call your attention to the section that reads as follows:

Parish agrees that it will provide Organization annually with a list of proposed projects, programming or other items for which Parish is making a funding request. The list shall be in order of the priorities set by Parish. The parties may, however, during the fiscal year, by mutual agreement, depart from the list and priority ranking.

My letter goes on to inform the Patrons that the Parish is providing for the 2nd consecutive year, the list of priorities developed by the stakeholder meetings we convened. I want to reiterate this list of priorities was vetted from a cross-section of stakeholders to include business, education, non-profits, government officials as well as representation from the Patrons. We discussed at the May 7th meeting, and everyone seemed to acknowledge, that the list of priority construction improvements to the Park was the result of the work of the stakeholder meetings, in which substantial input was received from the Patrons representatives there. The letter goes on to describe the contracting with an events manager that will require an amendment to the attached list of events submitted by the Patrons for 2019.

Following the issuance of the letter, proceeds from the Last Will and Testament of Ingeborg Zimmer Peterson have been received by the Patrons. It stipulates that these funds be used for beautification of the park, as opposed to normal maintenance. Since the Will is very specific, we need to act responsibly in how these funds are expended. To this end, I propose we mutually agree to the following:

- 1) Expeditiously, establish a Scope of Work with a probable cost within the parameters of the bequest from either:
 - a. Beautification projects that we have submitted in our list of priorities; or
 - b. Jefferson Parish, at its expense, hire a landscape architect to give the Patrons guidance on beautification projects;
- 2) If need be, depart from the list and priority ranking already provided for 2019; and
- 3) Honor Ingebor Zimmer Peterson by naming the beautification project in her memory.

Our office has been working hard to find funding for Lafreniere Park. We have scrubbed the budget and competed for parish-wide funding. We are faced each time with the risk that other districts and other councilmembers attempt to retract funding from various parish-wide millages to the detriment of Lafreniere Park. At each of those junctures, the most common objection is to allocations of funding to the Park where there are other sources of funding available to it. I fear that this Estate donation can be perceived as such a windfall of funding that will serve to encourage the retraction or objection of funding from other districts.

It is important that we expeditiously and responsibly spend the funds we already have. We must avoid the perception that we are sitting on and accumulating funds, while at the same time taking funds from other sources. We have a solid blueprint for development and I ask your cooperation in continuing the development of our beloved Lafreniere Park. I intend to continue to come to the Patrons meetings to see this beautification project(s) to fruition. We hope that the Patrons are willing to work with us as vociferously as you have in the past in order to see this overall effort reach its ultimate success. I thank you for your service.

Sincerely,



Dominick F. Impastato, III
Councilman, District 4
Jefferson Parish

DFI/ac

cc: Mr. Mike Quigley, via e-mail
Mrs. Brenda Patel, via e-mail
Mr. Jason Ural, via e-mail
Ms. Ginger Crawford, via e-mail
Mr. Keith Davillier, via e-mail
Mr. Bob Ebberman, via e-mail
Ms. Correl Epling, via e-mail
Mr. Jim Guidry, via e-mail
Ms. Jerri Klein, via e-mail
Ms. Coleen Landry, via e-mail
Ms. Jackie Madden, via e-mail
Ms. Jane Miller, via e-mail
Mr. Chad Pitfield, via e-mail
Ms. Karen Villavaso, via e-mail



DOMINICK F. IMPASTATO, III
COUNCILMAN, DISTRICT 4
JEFFERSON PARISH

January 7, 2019

SUITE 1015
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OFFICE: (504) 736-6622

Mr. Ben Perez
bperez@AceOps.us
3614 Audubon Trace
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The Agreement stipulates the Patrons must do the following:

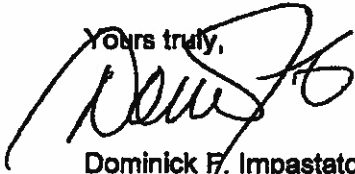
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I look forward to the New Year. If I can be of any assistance to you and the Patrons, please feel free to contact me. I am willing and able to work with the Patrons.

Yours truly,



Dominick F. Impastato
Jefferson Parish Councilman
District 4

DFI/ac

Cc: Mike Yenni
Walter Brooks
Jeremy Dwyer
Royce Blanchard
Mike Quigley
Brenda Patel
Jason Ural
CJ Gibson
Barry McGuinness

Mike Quigley

From: Brenda Patel
Sent: Thursday, May 9, 2019 10:50 AM
To: Mike Quigley
Subject: FW: RE: Letter to the Patrons of Lafreniere from Councilman Impastato
Attachments: Councilman Post Event Summary.pdf

From: Ben Perez <ben@authement.co>
Sent: Tuesday, March 12, 2019 10:03 PM
To: ACardwell@jeffparish.net
Cc: BPatel@jeffparish.net; JUral@jeffparish.net
Subject: RE: Letter to the Patrons of Lafreniere from Councilman Impastato

Thank you, Ann.

The event priorities for the Patrons for 2019 are as follows:

- Spring Concert Series
 - o April 4: Remedy
 - o April 11: Phunky Monkeys
 - o April 18: Groovy 7
 - o April 25: Contraflow
 - o May 2: LA Philharmonic Orchestra
- Metairie Market (Bi-weekly from March through October)
- Uncle Sam Jam (July 3)
- Fall Concert Series (TBD)

Also, the narrative reports have been submitted by mail today, and are attached electronically here.

Sincerely,

Benjamin J. Perez
Office: (504) 467-6666
Mobile: (504) 671-9310
Email: ben@authement.co (Not .com)





From: Ann Cardwell [mailto:ACardwell@jeffparish.net]

Sent: Monday, January 7, 2019 4:27 PM

To: Ben Perez <Ben@authement.co>

Cc: Mike Quigley <MQuigley@jeffparish.net>; Jason Ural <JUral@jeffparish.net>; Brenda Patel <BPatel@jeffparish.net>; Mike Yenni <mike.yenni@jeffparish.net>; Walter Brooks <WBrooks@jeffparish.net>; Royce Blanchard <RBlanchard@jeffparish.net>; Clinton Gibson <CGibson@jeffparish.net>; Barry McGuinness <BarryMcGuinness@jeffparish.net>; Jeremy Dwyer <JDwyer@jeffparish.net>

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DOMINICK F. IMPASTATO, III
COUNCILMAN, DISTRICT 4
JEFFERSON PARISH

January 7, 2019

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JEFFERSON, LOUISIANA 70123
OFFICE: (504) 736-6622

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3614 Audubon Trace
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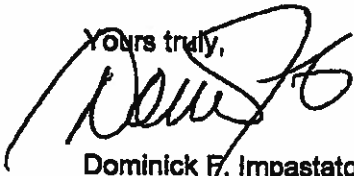
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Yours truly,



Dominick F. Impastato
Jefferson Parish Councilman
District 4

DFI/ac

Cc: Mike Yenni
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DOMINICK F. IMPASTATO, III
COUNCILMAN, DISTRICT 4
JEFFERSON PARISH

January 7, 2019²⁰

SUITE 1015
1221 ELMWOOD PARK BLVD.
JEFFERSON, LOUISIANA 70123
OFFICE: (504) 736-6622

Ms. Karen Villavasso
c/o Patrons of Lafreniere Park
3604 Jurgens St.
Metairie, LA 70002

Dear Ms. Villavasso:

At the outset of each year, it has been my practice to correspond with the leadership of the Patrons of Lafreniere Park to reiterate my desire to cooperate with the Patrons in the implementation of projects. As you are aware, the Cooperative Endeavor Agreement between The Parish of Jefferson and Patrons of Lafreniere Park Inc. makes the valuable activities of the Patrons possible. Prior to the term, we were able to meet with you and Bob Emery on December 9, 2019 and provide a copy of that Agreement to discuss some of the terms as well as the responsibilities of the various parties. At the meeting, you provided the Patrons of Lafreniere Park 2020 Strategic Goals and Calendar. This is an attractive line up of events, and this will serve as the approved 2020 fundraising events in accordance with the agreement.

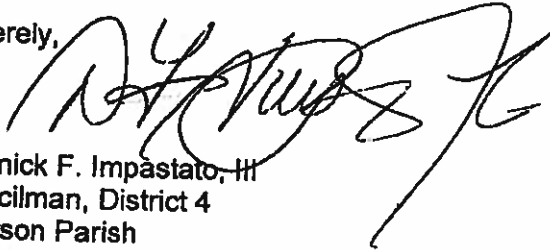
The Patrons are familiar with the Priorities that were established with the Lafreniere Stakeholders when I initially took office. These priorities have been well vetted and have served as a framework for moving forward. They are segmented into the categories of Proposed Capital Projects, Upgrade and Maintain Current Facilities, Operational Analysis and Intergovernmental Initiatives. Once again, these will be the approved Capital Projects in accordance with the authority granted the Parish in the Agreement.

Lafreniere Park's prestige and importance in our community is significant, consistent with this, I have committed substantial District 4 Improvement funds to the Patrons of Lafreniere Park for major events, a contract events management company and a landscape architect to advise the Patrons concerning the Peterson Estate beautification project. My interest for improving the Park remains strong and I plan to continue to fund future events. The addition of an events management company to aide and assist the Patrons in expanding and enhancing events has the potential to raise added funds for capital projects. The Exhibit "A" in the Cooperative Endeavor Agreement gives you performance parameters to guide you in your supervision of their activities. I am aware that the assigned Landscape Architect has been working with the Beautification committee. Once some

concepts are developed, I will appreciate having some input prior to approving the ultimate beatification plan.

I look forward to a productive New Year. It was good meeting with you and Bob Emery in anticipation of the transition of leadership. If my staff or I can be of assistance, please do not hesitate to call on us. Thank you for your service.

Sincerely,



Dominick F. Impastato, III
Councilman, District 4
Jefferson Parish

DFI/ac

cc: Cynthia Lee Sheng
Steve LaShute
Peggy Barton
Chereen Gegenheimer
Mario Bazile
Leo Webb
Jeff Mumphrey
Mike Quigley
Brenda Campos
Jason Ural
Bob Emery
Tara Hazelbaker
All Patron Board members via email:
mvsc529@att.net
kdavillier@jeffparish.net
e2b2b2@aol.com
bobemery@bellsouth.net
cpeling@cox.net
guidry_jn@jpsa.com
jklein01@aol.com
cpl70600@aol.com
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caffedoc@cox.net
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jpaiz@LouisianaFirJrs.com
Lwebb@jeffparish.net
cnaumann@jeffparish.net

EMAIL: DIMPASTATO@JEFFPARISH.NET

SWOT - Analyzed: Categories Ranked

PROPOSED CAPITAL PROJECTS (1-10)	
DESCRIPTION	
	Build a state of the art soccer complex in the existing area of fields
	Expand the popular Health Track
	Build a facility that will attract more events to the Park
	Build a multi-level park garage to accommodate large events
	Build a state of the art baseball/ softball complex
	Build a restroom to service the stage/ concert area
	Renovate the streetscape along Downs Blvd.
	Explore adding a 3 rd ingress/egress point.
	Move the office and maintenance yard to enhance the aesthetic appeal and free up
	Purchase available adjacent property to expand the park footprint
UPGRADE AND MAINTAIN CURRENT FACILITIES (1-15)	
DESCRIPTION	
	Expand tree planting program and create more landscaping areas
	Upgrade the existing soccer fields
	Implement a yearly replacement plan for maintaining the health track .(soil conditions make it tilted and uneven in certain areas)
	Upgrade and add more features to the annual Christmas Display
	Restore the hills in the meadow to the original height
	Restore and upgrade the Marsh to provide habitat for wildlife
	Restock the lagoons.
	Renovate and expand the dog park
	Renovate and expand the stage area,(Meadow)
	Renovate and expand the splash park
	Build more picnic shelters
	Upgrade the baseball/softball fields
	Upgrade the security lighting throughout park
	Install lightning detectors in areas that attract large crowds
	Better utilize the Judith Street park owned vacant lot
OPERATIONAL ANALYSIS (1-12)	
DESCRIPTION	
	Allocate more budgeted funds toward the maintenance of existing park facilities.
	Allocate more budgeted funds for improved public safety, to include cameras,
	Determine if the current Park Ranger position is an adequate public safety option
	Hire a traffic engineer to devise initiatives to curtail speeding and other traffic control
	Examine the current park rental policies. Determine if there are any benefits of granting
	Examine the overall park operational and maintenance policies.
	Hire a public relations firm to promote the parks central location, quality facilities in an
	Examine the role of the Patrons of Lafreniere Park to determine if membership need to be
	Devise a plan to rid the park of unwanted wildlife and domestic feral animals
	Reinforce the policy that the park continue to have active and passive areas and avoid the
	Propose a policy that the park will not add additional recreational lighting.

Adopt an authorized master plan that considers the original plan as well as the subsequent

INTERGOVERNMENTAL INITIATIVES (1-7)

DESCRIPTION

Promote the proposed Lafreniere Economic Development District as a vehicle to revitalize the surrounding neighborhoods of the Park. Use the Park as the catalyst for positive change.

Advocate for Lafreniere receiving a permanent allocation of the parish wide Park property tax fund.

Explore the annexation of the Post Office property adjacent to the Park

Explore public/ private partnerships that may enhance park funding and programs

Petition state parks to relax the restrictions on allowing commercial entities that can enhance revenues within the park footprint

Explore all possible federal, state, local and private means of funding

Work with Bike Easy to incorporate the park into the master bike plan.



DOMINICK F. IMPASTATO, III
COUNCILMAN, DISTRICT 4
JEFFERSON PARISH

May 31, 2018

SUITE 1015
1221 ELMWOOD PARK BLVD.
JEFFERSON, LOUISIANA 70123
OFFICE: (504) 736-6622

Honorable Michael S. Yenni
Parish President
Jefferson Parish
1221 Elmwood Park Boulevard
Jefferson, LA 70123

Dear President Yenni:

As I have noted to you and my colleagues on the parish council, I have hosted a series of Lafreniere Park stakeholders meetings to attain a well-vetted list of priorities to serve as a blueprint for future development. I am attaching a list of the stakeholders that participated in this process. I think you will agree that it is a good cross-section of our community. They have generously donated their time to provide vital insights towards building a consensus on development. The group brainstormed, performed a SWOT analysis and agreed on a prioritized list of tasks or projects that the Parish should try to achieve.

The priorities have been categorized into four areas of concentration:

1. Proposed Capital Projects
2. Upgrade and Maintain Current Facilities
3. Operational Analysis
4. Intergovernmental Initiatives

Attached is the list of priorities in the categories. The priorities listed in red should be the areas of concentrated effort.

I am requesting the support of the administration by also adopting this list of priorities and request that this list be used jointly as a blueprint for future improvements and development. I stand ready to work with members of your staff and the Parks and Recreation Department in achieving these goals. I hope you concur. I will be happy to meet with you and your designees in moving forward.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dominick F. Impastato", is written over the word "Sincerely,".

Dominick F. Impastato
Councilman, District 4
Jefferson Parish

DFI/ac

**SWOT ANALYSIS - RANKING OF PRIORITIES (FINAL)
LAFRENIERE PARK**

PROPOSED CAPITAL PROJECTS (1-10)	
RANK	DESCRIPTION
1	Build a state of the art soccer complex in the existing area of fields
2	Build a restroom to service the stage/ concert area
3	Expand the popular Health Track
4	Purchase available adjacent property to expand the park footprint
5	Move the office and maintenance yard to enhance the aesthetic appeal and free up valuable green space
6	Build a facility that will attract more events to the Park
7	Build a state of the art baseball/ softball complex
8	Renovate the streetscape along Downs Blvd.
9	Explore adding a 3 rd ingress/egress point
10	Build a multi-level park garage to accommodate large events
UPGRADE AND MAINTAIN CURRENT FACILITIES (1-15)	
RANK	DESCRIPTION
1	Upgrade the security lighting throughout park
2	Implement a yearly replacement plan for maintaining the health track (soil conditions make it tilted and uneven in certain areas)
3	Expand tree planting program and create more landscaping areas
4	Restore and upgrade the Marsh to provide habitat for wildlife
5	Upgrade the existing soccer fields
6	Renovate and expand the stage area (Meadow)
7	Renovate and expand the splash park
8	Install lightning detectors in areas that attract large crowds
9	Build more picnic shelters
10	Renovate and expand the dog park
11	Restock the lagoons
12	Better utilize the Judith Street park owned vacant lot
13	Upgrade the baseball/softball fields
14	Upgrade and add more features to the annual Christmas Display
15	Restore the hills in the meadow to the original height

**SWOT ANALYSIS - RANKING OF PRIORITIES (FINAL)
LAFRENIERE PARK**

OPERATIONAL ANALYSIS (1-12)	
RANK	DESCRIPTION
1	Allocate more budgeted funds toward the maintenance of existing park facilities
2	Examine the overall park operational and maintenance policies
3	Examine the current park rental policies. Determine if there are any benefits of granting exclusive use to any park facilities
4	Allocate more budgeted funds for improved public safety, to include cameras, communications, police details and emergency call boxes
5	Reinforce the policy that the park continue to have active and passive areas and avoid the temptation to become a large playground with an overabundance of activities
6	Examine the role of the Patrons of Lafreniere Park to determine if membership need to be expanded or restructured
7	Adopt an authorized master plan that considers the original plan as well as the subsequent plans
8	Hire a traffic engineer to devise initiatives to curtail speeding and other traffic control issues
9	Determine if the current Park Ranger position is an adequate public safety option
10	Hire a public relations firm to promote the parks central location, quality facilities in an effort to attract big events and educate neighbors of the park to mitigate any objections
11	Devise a plan to rid the park of unwanted wildlife and domestic feral animals
12	Propose a policy that the park will not add additional recreational lighting
INTERGOVERNMENTAL INITIATIVES (1-7)	
RANK	DESCRIPTION
1	Advocate for Lafreniere receiving a permanent allocation of the parish wide Park property tax fund
2	Promote the proposed Lafreniere Economic Development District as a vehicle to revitalize the surrounding neighborhoods of the Park. Use the Park as the catalyst for positive change
3	Explore all possible federal, state, local and private means of funding
4	Explore the annexation of the Post Office property adjacent to the Park
5	Explore public/ private partnerships that may enhance park funding and programs
6	Petition state parks to relax the restrictions on allowing commercial entities that can enhance revenues within the park footprint
7	Work with Bike Easy to incorporate the park into the master bike plan

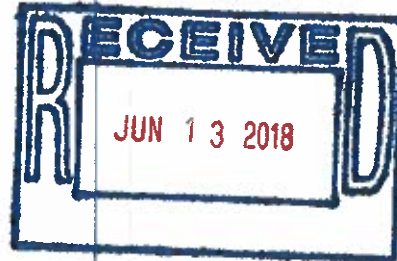
Mr.	Ben	Perez
Mr.	David	DeHoog
Mr.	Todd	Murphy
Mr.	Tony	Ligi
Ms.	Josie	DeGrusha
Mr.	Will	Vanderbrook
Dr.	RaeNell	Houston
Mrs.	Sandy	Denapolis-Bosarge
Mr.	Ryan	Kimberly
Mr.	Jerry	Bologna
Mr.	Larry	Dale
Mr.	Marion	Bonura
Mr.	Gordon	Wadge
Mr.	Mettery	Sherry
Ms.	Mayra	Pineda
Mr.	Warren	Surcouf
Mr.	C. J.	Gibson
Mr.	Leo	Webb
Mr.	Barry	McGuinness
Honorable	Ben	Zahn
Honorable	Jennifer	Van Vrancken
Honorable	Cynthia	Lee-Sheng
Mr.	Brian	Behlar
Mr.	Julio	Paiz
Ms.	Hannah	Van Dire
Ms.	Candace	Schaedel
Ms.	Dianne	Roussel
Mr.	Keith	Conley
Mr.	Bob	Ebberman
Mr.	Bob	Emery
Mr.	Ray	Hartley
Ms.	Missy	Whittington
Mr.	Ken	Marroccoli
Mr.	Jimmy	Papia
Ms.	Jackie	Madden
Ms.	Carrel	Epland



JEFFERSON PARISH

Office of the President

June 12, 2018



Michael S. Yenni
President

Honorable Dominick F. Impastato
Councilman, District 4
Jefferson Parish
1221 Elmwood Pk. Blvd., Suite 1015
Jefferson, LA 70123

Re: Lafreniere Park

Dear Councilman Impastato:

In response to your May 31st letter and our recent meeting regarding Lafreniere Park, please be advised that I am in full support of the Capital Projects and upgrade and maintenance of current facilities at the Park.

Obviously, I share your vision of Lafreniere Park being not only a first-class recreational park for organized sports, but also an enjoyable, passive park. We support the building of a state of the art soccer complex in the existing area of fields and the building of a restroom to service the stage/concert area.

In light of recent security issues, we certainly need to look at upgrading the security lighting throughout the Park, especially around the concert area. In addition, any upgrades relating to the concert area, would certainly be beneficial and add to the enjoyment of the *Lafreniere Park Concert Series*, along with the many other events held in this area.

Please utilize my Chief Administrative Assistant, Royce Blanchard, along with Director C.J. Gibson for any direction and/or ideas you wish to pursue relating to the Park. They stand ready and able to assist you.

Thank you for meeting with the administration recently, and please be assured that I share your vision for further enhancements to Lafreniere Park and our Recreation Department, which will further benefit our residents.

Sincerely,

MICHAEL S. YENNI
President

MSY/clr

Joseph S. Yenni Building – 1221 Elmwood Park Blvd – Suite 1002 – Jefferson, LA 70123 – PO Box 10242 – Jefferson, LA 70181-0242
Office 504.736.6400 – Fax 504.736.6638

General Government Building – 200 Derbigny St – Suite 6100 - Gretna, LA 70053 – PO Box 9 – Gretna, LA 70054
Office 504.364.2700 – Fax 504.364.2828

Email: MYenni@jeffparish.net Website: www.jeffparish.net



Jefferson Parish Council District 4 - Dominick F. Impastato III - Exhibit C

2017-0017 - Lafreniere Park Concert Series

<u>Findings</u>	<u>Corrective Action Plan</u>	<u>Time Frame</u>	<u>Name and Title of Responsible Person</u>	<u>Responsive Sections of D4 Position Statement</u>
1 Parish funded concert events at Lafreniere Park through the Patrons opposite to the terms of the CEA	The purposes of the CEA contemplated by the current arrangement between the Parish and the Patrons implicitly designate "increasing awareness to the Park" and/or "administering events to increase participation at the Park." Amending the CEA to include these duties should alleviate the Inspector General's criticisms proposed.	3 months	CD4	I
2 Parish did not receive full benefit of revenue generated from fundraising at Lafreniere Park due to mismanagement and lack of controls over funds.	We note responses to a previous OIG report and agree to the extent possible that cash transactions should be eliminated at Lafreniere. In addition, we request that the Park Director develop procedures for collecting and depositing funds collection in connection with suggested procedures prepared by the Internal Auditor to ensure proper verification and security especially for cash transactions.	3 months	Tripp Rabalais	II
3 Private entities profited from events at Lafreniere Park without Parish Council approval	In addition to our response for Finding #2, we agree that food vendors should have fixed rental/sponsor arrangements rather than profit sharing arrangements. We also acknowledge that the current CEA requires "Council approval of all outside vendors." We propose to amend the CEA to remove this language from the CEA.	3 months	CD4	II, V
4 Council District 4 should not manage contract	Noting that Hotel/Motel Tax allocated to CD4 is the source of funds for Uncle Sam Jam and the Events Manager, CD4 is the only office which would be able to identify expenses submitted by the Patrons as being in line with the intentions of CD4. As such, this office will continue to review same; however, we will work with Park management to assume the administrative process of payments in future.	N/A	CD4	VI, VIII, IX

5	Noncompliance with CEA, Section 1 - Services, Fundraising for capital improvements	Recognizing the value of identifying capital improvement needs for the Park, CD4 engaged area stakeholders to develop this list and the first major capital improvement project is steps away from construction of tournament quality soccer fields. While we have reviewed the list of capital improvements with the current administration, CD4 will submit the list to the Sheng Administration for formal approval and adoption, similar to formal adoption by the Yenni Administration.	2 Weeks	Mike Quigley	X
6	Noncompliance with CEA, Section 1 - Reimbursement	All "Patrons sponsored" events are truly non-profit events and the Patrons failed to generate any funds from the event for themselves. Thus the Patrons did not benefit at all from the resources provided by the Parish and therefore, reimbursement of those indirect costs are not appropriate at this time.	N/A	N/A	VII
7	Noncompliance with CEA, Section 9 - Reports	The language for "Reports" in all CEAs is a standard term that exists in all CEAs with non-governmental entities. We recommend that the Park Director ensure that all reporting requirements be adhered to, especially those required to be timely submitted to Internal Auditor.	Continuing Basis	Tripp Rabalais	N/A
8	Noncompliance with CEA, Section 10 - Cost and Collection Records	We request that the Park Director develop procedures for collecting and depositing funds collection in connection with suggested procedures prepared by the Internal Auditor to ensure proper verification and security especially for cash transactions.	3 Months	Tripp Rabalais	II
9	Noncompliance with CEA, Section 21 - General, Cooperation with JPOIG	We acknowledge that ultimate compliance with requests for information was obtained. Further, we would agree that if the OIG sought relief in the recovery of attorneys' fee and expenses associated with the motions involving production of information and that a court dutifully remanded said relief, the the Patrons would have an obligation to comply with reimbursement for same.	Two Years Ago	Dave McClintock	XI



Jefferson Parish Council District 4 - Dominick F. Impastato III - Exhibit D

2017-0017 - Lafreniere Park Concert Series

	<u>IPOIG Findings/Recommendations</u>	<u>D4 Response</u>	<u>Responsive Sections of D4 Position Statement</u>
1	Parish funded concert events at Lafreniere Park through the Patrons opposite to the terms of the CEA	D4 disagrees with the cessation of funding of events through the Patrons. D4 disagrees with the need for RFP's for the service contracts for the events organized by the Patrons. Sufficient parameters have been set and/or being implemented for those events. With the future elimination and controls of cash transactions, there are sufficient procedures and protocols to ensure adequate oversight and accountability for revenue and costs.	I
2	Parish did not receive full benefit of revenue generated from fundraising at Lafreniere Park due to mismanagement and lack of controls over funds.	D4 disagrees.	II
3	Private entities profited from events at Lafreniere Park without Parish Council approval	D4 agrees with the elimination of cash transactions to the extent possible. D4 agrees that fees for rentals/sponsorships by vendors should be at a fixed fee and paid by check, credit card or money order. Parking fees may be paid by cash but with controls identified in the D4 Position Statement.	II, V
4	Council District 4 should not manage contract	D4 agrees to the extent that the contracts would fall under the supervision of the Parish President. However, the events that are the subject of this report are funded with D4 CDIAP funds, so should be managed by the D4 office as the budget source of said funds. D4 will work with Park management to ensure our review and approval prior to invoice payment by their	VI, VIII, IX
5	Noncompliance with CEA, Section 1 - Services, Fundraising for capital improvements	D4 submits that this very report constitutes such an audit so that another is not necessary. Prioritization of capital improvements has already been completed. We disagree with making a demand upon the Patrons for their reimbursement or funding of specific capital improvements.	X
6	Noncompliance with CEA, Section 1 - Reimbursement	See response to Finding and Recommendations #5. D4 disagrees with any demand for reimbursement by the Patrons for Parish expenses for said events.	VII

7	Noncompliance with CEA, Section 9 - Reports	D4 agrees with these recommendations and in fact, D4 made several requests to the Patrons to submit these reports on a timely basis. Moving forward, the Park Director will ensure that these reports are submitted by the Patrons to the Internal Auditor on a timely basis.	N/A
8	Noncompliance with CEA, Section 10 - Cost and Collection Records	See response to Finding and Recommendations #6.	II
9	Noncompliance with CEA, Section 21 - General, Cooperation with JPOIG	D4 disagrees.	XI



JEFFERSON PARISH

OFFICE OF THE PRESIDENT

CYNTHIA LEE SHENG
PARISH PRESIDENT

October 8, 2020

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 Investigation 2017-0017-Lafreniere Park Concert Events

Mr. McClintock:

In accordance with Jefferson Parish Code Section 2-155.10(9), the Administration respectfully submits this response to JPOIG Confidential Draft Investigation 2017-0017. In connection with the above-referenced matter, my staff met with the various Departments responsible for oversight of the Lafreniere Park Concert Events, including Lafreniere Park, Parks and Recreation, Finance and your Office to discuss your draft investigation. Your draft investigation 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 all Departments.

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

Finding No. 1: Parish funded concert events at Lafreniere Park through the Patrons opposite to the terms of the CEA.

No recommendation is directed to the Administration.

Finding No. 2: The Parish did not receive full benefit generated from fundraising at Lafreniere Park due to mismanagement and lack of controls over funds.

The JPOIG recommends that the Administration:

1. Establish a list of approved vendors from which the Parish can select to provide food and beverage services for events at Lafreniere Park through competitive request for proposals.

The Code of Ordinances sets forth the RFP process which is a Council function requiring adoption of resolutions.

Finding No. 3: Private entities profited from events at Lafreniere Park without Parish council Approval.

No recommendation is directed to the Administration.

Finding No. 4: Council District 4 should not manage contract.

The JPOIG recommends that the Administration:

1. Direct that the Finance Department implement policy and procedure to enforce proper contract management by an appropriate department or officer.

The Office of the Parish Attorney, EIS, Finance, Accounting, and Research and Budget all play extensive roles in the contract management and monitoring process and are currently working together to confect a draft set of policies and procedures for contract management and monitoring including identifying or establishing positions prospectively, as contract monitors.

Finding No. 5: Noncompliance with CEA, Section 1 – Services, Fundraising for capital improvements.

The JPOIG recommends that the Administration:

- 1. Order an independent audit of the Patrons bank accounts; and**
- 2. Study, assess, identify and prioritize capital improvements needed at Lafreniere Park.**
- 3. Make demand upon the Patrons, based upon identified funds, for capital improvements to the Park and/or seek reimbursement of capital improvements funded by the Parish as a result of events held at Lafreniere Park by the Patrons.**

The Administration will continue to work with Council District 4 and the Patrons to identify any available funds resulting from Patrons fund-raising activities and coordinate with Council District 4 to maintain a list of ongoing and desired projects for the park from which Patrons can choose, if funds are available.

Finding No. 6: Noncompliance with CEA, Section 1 – Reimbursement.

The JPOIG recommends that the Administration:

- 1. Order an independent audit of the Patrons bank account; and**
- 2. Make a demand for reimbursement of expenses incurred by the Parish due to events held by the Patrons.**

Although the terms of the CEA authorize reimbursement to the Parish for operational expenses, the Parish consistently provides assistance to organizations that conduct events at our recreational and other facilities. Both the Parish and the community at-large benefit from these cultural/recreational programs.

Finding No. 7: Noncompliance with CEA, Section 9 – Reports.

No recommendation is directed to the Administration.

Finding No. 8: Noncompliance with CEA, Section 10 – Cost and Collection Records.

The JPOIG recommends that the Administration:

- 1. Cease permitting the Patrons to collect cash revenue generated at Lafreniere Park from activities and events funded in part or in whole with Parish funds;**
- 2. Accept responsibility for collecting cash revenue generated at Lafreniere Park and provide for adequate controls.**

The Administration has implemented policies and procedures eliminating the use of cash at Lafreniere Park and has implemented safeguards (with the assistance of the Accounting Department) to ensure compliance with the Parish's Funds Handling Policies & Procedures. The Administration is committed to working with the Council if it chooses to amend the CEA with Patrons restricting their use of cash at Parish funded events.

Finding No. 9: Noncompliance with CEA, Section 21 – General, Cooperation with JPOIG.

The JPOIG recommends that Administration:

- 1. Seek reimbursement of court costs incurred by the JPOIG on behalf of the JPOIG from the Patrons for breach of its obligation to cooperate under the terms of the CEA.**

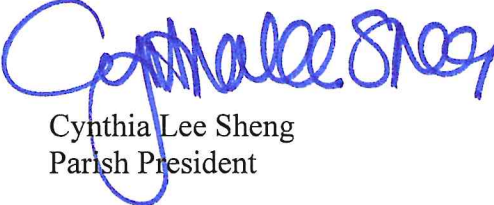
The Jefferson Parish Office of Inspector General is separately funded entity, this fact, combined with other statutory requirements ensure the Office's independence. In order to maintain and further the cause of that independence, any advocacy on behalf of the Office is the responsibility of the Office and the Inspector General.

In conclusion, the Administration has already taken identified corrective measures and has tasked the appropriate Departments and staff necessary to develop and implement additional corrective measures to address and prevent further deficiencies resulting from inefficient contract monitoring. 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, Dep. 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

Attachment S

Non-Parish Responses

Jack Rizzuto
Pages 299-303

Patrons of Lafreniere
Pages 304-309



**Jack P. Rizzuto
4525 Rebecca Blvd.
Metairie, LA 70003
(504) 239-4414**

October 6, 2020

Mr. David N. McClintock
Inspector General for Jefferson Parish
Via hand delivery

R: JPOIG Investigation 2017-0017

Dear Mr. McClintock:

I am writing to respond to the allegations made and information presented in the above referenced report concerning my work on the Uncle Sam Jam event ("Event"). Thank you for sending a copy in advance and allowing me to respond before the report is finalized. I hope that the corrected information provided below will be incorporated into the report. Although the report confirms that I was following an established procedure concerning District 4 oversight of the event, I do not understand the connotation that this amounted to some undue influence or control. I also do not understand how saving the parish substantial money and reducing the cost by more than 2/3 could be characterized in such a negative manner.

The information supplied by Mr. Ebberman contains many misstatements of the facts. For example, according to Mr. Ebberman, I "selected" Chuck Credo as the booking agent for entertainment and other services. That is a misleading/false statement. It was Mr. Ebberman who requested a name after he was failed to arrange any entertainment for the event. I merely suggested Mr. Credo since he was already handling the Music in the Park series. I suggested running the Event from within the board since the Lafreniere Park staff had always helped with some of the operations of the Event, something they did before I took office. Mr. Ebberman said he would handle booking the talent, the production (stage), and booking vendors for food, drink etc.

Regarding the sponsorship t-shirts, the entire Jefferson Parish Council was listed as a sponsor; however, since all of the members of the Jefferson Parish Council were not sponsors, the shirts could not be sold. It would have been unfair to give credit to council members who did not participate financially in the sponsoring. I did not object because my name was not on the shirt.

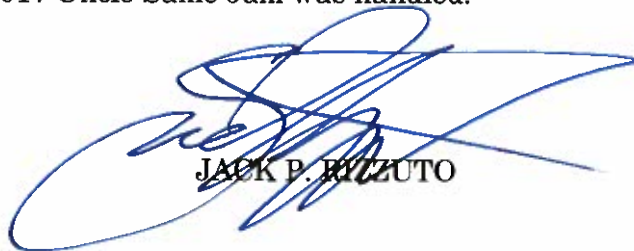
Throughout my interactions with the Patrons, I was careful to make suggestions, addressing the Patron board members with “I would suggest” or “I would like to see” or in a similar fashion. I did not treat the board as if they were operating as a quasi-government entity. The reason I called the emergency board meeting is that the Event was on a fast track to becoming an unmitigated disaster.

For example, two months prior to the event, we had a meeting with Mr. Ebberman at the Yenni building. I asked him for a status of talent bookings, production and vendors. He claimed he had the band Ghost Town and N.O. Concert Band booked. He had only talked to the production company and had not actually confirmed anything. No vendors were booked. My clerk, Mr. Robbie Ventura, later met with Mr. Ebberman at Puccino’s of Veterans Boulevard to get an update. Mr. Ebberman reported that no progress had been made since the last meeting. Mr. Ventura mentioned that to authorize funds District 4 would need contracts from bands, firework provider and Sound Source. Mr. Ventura also spoke by phone to Mr. Ebberman a week after meeting at Puccino’s to get an update and learned that again, no progress had been made.

I then had a meeting with Mr. Ventura and Mr. Barry McGuiness (Director of Lafreniere Park) wherein Mr. McGuiness stated that he had spoken to Sound Source, and was informed that Mr. Ebberman had not talked to them in four weeks and they needed to get all particulars on band needs. Mr. McGuiness also spoke to the fireworks provider and learned that Mr. Ebberman never called them either. The same response was given by various food and drink vendors. Mr. McGuiness felt that in his several years of experience, the Event was headed for an embarrassing disaster. Mr. McGuiness also stated that he spoke to the N.O. Concert Band and was told despite Mr. Ebberman saying he had them booked, they told him they were never booked.

I asked for Mr. Ebberman’s resignation because it was obvious that he would not be able to get the job done. I did not have any by-laws written so that I could be elected as President. Instead, I only mentioned that after serving as councilman I would be interested in serving on the Patrons’ board. I decided to run for Constable and did not have time to get involved with the Board. At no time did I attempt to influence the Board as characterized in your report. My goal was to act as a good steward of Parish Funds, scale back the cost of the Event, but have an Event go forward.

Thank you for your consideration in correcting or omitting the negative connotations of my actions concerning the 2017 Uncle Same Jam was handled.



JACK P. RIZZUTO

**STATE OF LOUISIANA
PARISH OF JEFFERSON**

AFFIDAVIT

Be it known that before me, the undersigned Notary Public, personally came and appeared:

ROBBIE VENTURA

Who being duly sworn did depose and state that:

1. I am submitting this sworn Affidavit concerning the Lafreniere Park Concert Event known as the Uncle Sam Jam ("Event");
2. He is currently employed as the President of Ventura Uniform Service and previously served as Council Clerk to Jack P. Rizzuto;
3. He has personal knowledge of the chain of events and discussions that occurred in connection with the Event;
4. That the report, especially when attributing information supplied by Mr. Ebberman, contains many inconsistencies and misstatements of the facts;
5. The report provides that according to Mr. Ebberman, Councilman Rizzuto selected Chuck Credo as the booking agent for entertainment and other services:
 - a. Three months out from the Event, between meetings and conversations, Councilman Rizzuto informed the Patrons of Lafreniere Park that he would scale back the funding from the District 4 account to \$60,000 (the same event cost approximately \$250,000 the year before);
 - b. Mr. Rizzuto suggested running the Event from within the board. The Lafreniere Park staff would always help with some of the operations of the Event and this is something they did prior to Mr. Rizzuto taking office.
 - c. **Mr. Ebberman, as President, said he would handle booking the talent, the production (stage and sound), and booking vendors for food, drink etc.;**
 - d. Mr. Rizzuto suggested Mr. Credo's name only at Mr. Ebberman's request and after Mr. Ebberman has failed to book the proper number of bands. Mr. Rizzuto suggested Mr. Credo since he was also handling the Music in the Park series.
6. Regarding the sponsorship t-shirts, the Jefferson Parish Council was listed as a sponsor; however, since the entire Jefferson Parish Council was not a sponsor, Councilman Rizzuto did not want the shirts sold due to this mischaracterization. Individual council members paid to be a sponsor and some did not. Mr. Rizzuto felt it was unfair to give credit to council members who did to participate financially in the sponsoring. Councilman Rizzuto did not object on the basis his name was not printed on the shirt.
7. In every instance, Councilman Rizzuto always addressed the Patron board members with "I would suggest" or "I would like to see" or in a similar fashion. Mr. Rizzuto never talked to the board as if they were operating as a quasi-government entity.

8. The reason Mr. Rizzuto called the emergency board meeting mentioned herein was due to the following:

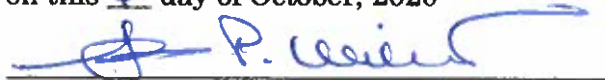
Two months out from the Event:

- (a) Meeting with Mr. Ebberman- Mr. Ebberman was called into a meeting at the council office at the Yenni building. In the presence of several staff members, Mr. Rizzuto asked the status of talent bookings, production and vendors. Mr. Ebberman claimed *he had the band Ghost Town and N.O. Concert Band booked. He had only talked to the production company and not confirmed anything. No vendors were booked. This was the first meeting for an update.*
 - (b) Next meeting Mr. Ebberman -Mr. Robbie Ventura later met with Mr. Ebberman at Puccino's of Veterans Boulevard to get an update as to the status of the talent bookings, etc. Mr. Ebberman reported that no progress was made on the Event since the last meeting. Mr. Ventura mentioned that to authorize funds District 4 would need contracts from bands and Sound Source, the production company.
 - (c) Telephone conference with Mr. Ebberman -Mr. Ventura placed a call to Mr. Ebberman a week after meeting at Puccino's to get an update on all bookings and contract for production (Sound Source) at the time. This was the third time Mr. Ebberman *admitted he had made no further progress. Mr. Ventura again stated that District 4 would need all contracts as soon as possible to get the funds released on a timely basis.*
 - (d) Councilman Rizzuto and Mr. Ventura had a meeting with Mr. Barry McGuiness (Director of Lafreniere Park) wherein Mr. McGuiness stated the following:
 - (1) He spoke to Sound Source. Mr. Ebberman had not talked to them in four weeks they had informed him that they needed to get all particulars on band needs.
 - (2) He spoke to the fireworks provider only to learn that Mr. Ebberman never called him.
 - (3) He spoke to several food and drink vendors, who participated the last few consecutive years, and Mr. Ebberman had not called them either.
 - (4) Mr. McGuiness felt in his several years of experience, the Event was headed for an embarrassing disaster.
 - (5) Mr. McGuiness talked to the member in charge of booking the N.O. Concert Band and despite Mr. Ebberman saying he had them booked, they were only verbally asked to participate but never contractually booked.
9. Mr. Rizzuto asked for Mr. Ebberman's resignation because it was apparent that Mr. Ebberman was not well suited for the job.

10. Mr. Rizzuto's motivation for the suggested re-written changes to certain by-laws was never so that he could take over as President. In regards to the Patron's board, Mr. Rizzuto only mentioned that after serving as councilman (end of interim term) he would be interested in serving on the Patrons' board. He felt that considering his relationship with both candidates running, he could help with some projects he started. Mr. Rizzuto decided to seek the office of Constable instead as did not have time to get involved with the Lafreniere Park Board.
11. At all times relevant, Mr. Rizzuto's only goal was to act as a good steward of Parish Funds, scale back the cost of the Event, but have an Event go forward.


ROBBIE VENTURA

Sworn to and subscribed before me
on this 6th day of October, 2020



NOTARY PUBLIC

Print: THOMAS P. WILLMOTT

Notary or Bar No. _____ NOTARY PUBLIC # 13012
My commission is for life

The Notary signing herein did not prepare this document and takes no responsibility for the validity and/or enforceability thereof.

Patrons of Lafreniere Park, Inc.
Karen G. Villavaso, President
Foundation Center
3000 Downs Boulevard
Metairie, LA 70003

October 9, 2020

David McClintock, Inspector General
Jefferson Parish Office of Inspector General
990 N. Corporate Drive, Suite 300
Jefferson, Louisiana 70123

Re: JPOIG Investigation 2017-0017
Lafreniere Park Concert Event

Dear Inspector General McClintock:

We respectfully submit our response for the Patrons of LaFreniere Park, Inc. (from now on, "The Patrons"). We ask that you file our response and make it part of the official record.

The Patrons acknowledge receipt of your Confidential Draft Investigative Report issued on July 30, 2020.

GENERAL COMMENTS AND BACKGROUND

The Patrons is a 501(c)(3) nonprofit organization. According to our bylaws, The Patrons' mission is to "further the development and enhancement of Lafreniere Park. Funds for projects, in accordance with the master plan of LaFreniere Park, the Jefferson Parish Cooperative Endeavor Agreement (CEA) and/or any other projects **requested by members of the Jefferson Council and/or approved by the Patrons' Board** shall be accomplished through fundraising activities."

Further, in Section 1 of the Article of Incorporation of The Patrons, it states: "**The Patrons of LaFreniere Park, Inc. will initiate activities that engage the membership and the community, such as but not limited to: concerts, galas, entertainment and educational events, etc. to benefit the Park which serves the community.**"

We have emphasized the purpose as stated in the bylaws and Articles of Incorporation, effective at the time of the investigative report, to demonstrate that the stated corporate purpose has clear and unambiguous language that The Patrons of Lafreniere Park, Inc. is part of a team to improve the park. Further, The Patrons will support projects under the master plan, requested by the Jefferson Council members, or approved by the Patrons' Board, accomplished through fundraising activities.

In attempting to carry out its stated purpose, The Patrons submit that they operate, to a certain extent, at the will and the whim of the Jefferson Parish Council. In this case, because the park is in District 4, the councilman from District 4, whomever that person may be, exerts the most influence over The Patrons and its ability to raise funds and participate in projects that raise funds for the beautification and benefit of the park.

Your investigative report reaches an almost identical conclusion. On page 24, the report states: **“The Patrons is not a quasi-government board or an extension of the Parish. Rather, it is an independent nonprofit entity whose purpose is to raise funds for the capital improvements of Lafreniere Park. The influence exercised over the Patrons, including vendor selection and governance, by a single elected official to Council District 4 is inconsistent with the autonomous nature of the Patrons as well as that of the Parish Council.”**

The Board of Directors consist of private citizens who are unpaid volunteers. The District 4 councilman has more significant influence over the Board than he should have. The councilman has more institutional knowledge of the inner workings of the parish government than the Patrons. He also has more knowledge of the laws of public procurement and contracts. In matters stated in the report, it was natural for The Patrons and its presidents to defer to the councilman for these rules and regulations of Jefferson Parish.

As further background to what occurred from 2013 to 2017 at Lafreniere Park, which resulted in an investigation by the Inspector General’s office, we would submit the following: As Lafreniere Park continued to grow in popularity with the citizens of Jefferson Parish, and to offer more events, galas, concerts, etc. that would be beneficial to the citizenry who attended the park functions, the events grew at a rapid rate and practically grew out of hand, as is so often the case as events grew in popularity, so the administration of the events grew to be a burden that the Patrons were not able to handle with its volunteer staff.

We only need to look to the surrounding parishes to understand this phenomenon. Most festivals and concerts, such as the Jazz and Heritage Festival in New Orleans, or the French Quarter Festival in New Orleans, start very small. They mushroom into gigantic events that produce a tremendous amount of revenue for the City of New Orleans and many of its citizens who act as vendors, etc. We submit this is what happened over the years involved 2013 to 2017 to the Uncle Sam Jam and other concerts which morphed into festivals. They were small at the beginning and growing exponentially over the years involved in this report.

We do not offer this background as an excuse for the Board not monitoring these events more closely. It is to put in proper perspective what happened and what happens as we witness the general historical festivals all around our region in the state of Louisiana. Growth of these festivals is a good thing, good for the Parish for revenue purposes, and good for our citizens, who don’t have to go far from their homes to enjoy festivals. These festivals offer wholesome entertainment as well as a place to enjoy the entertainment, beautiful surroundings, which are kept up by the park and a place to get something to eat while you’re at the festival, get something to drink while you’re at the festival, and to be entertained with top-notch entertainers. With that said, all of these items cost money, and often lots of money.

We now turn to the specific findings and recommendations of the Inspector General.

Finding No. 1

The Patrons accept the general findings of the Inspector General in Finding No. 1. Until our certified public accountant has had the opportunity to review the record, we can neither confirm nor deny the amounts delineated in the report.

Jefferson Parish sponsored these concerts at Lafreniere Park, not The Patrons. The Patrons are not equipped, as a volunteer organization, to handle these large events. The Patrons agree with the recommendations that the funding of the concert series at Lafreniere Park should be by the Parish. Furthermore, we submit that the funding and awarding of third-party contracts should not go through any nonprofit organization, including The Patrons. Jefferson Parish should handle these public contracts. The Parish should issue requests for proposals from sponsors and contractors of these events following established public procurement policies.

Finding No. 2

The Patrons accept the general findings of the Inspector General in Finding No. 2. We acknowledge that our documentation for some of these events was lacking. We did not have the capacity to produce these public events. Until our certified public accountant has had the opportunity to review the record, we can neither confirm nor deny the amounts delineated in the report.

The Patrons agree with the Inspector General's recommendation that the Parish establish a list of approved vendors who could provide food and beverage services through a Public Bid Process or Request for Proposals.

Finding No. 3

The Patrons accept the general findings of the Inspector General in Finding No. 3. While the Patrons acknowledge that they did not give notice to the Parish that it was contracting with private entities, we aver that this was at the direction of the councilman for District 4. The councilman essentially chose a vast majority of the contractors and directed the Patrons to hire them.

The Patrons welcome the recommendation to cease permitting us or any other organization to collect cash revenue generated at Lafreniere Park from activities and events funded in part or whole with parish funds. **The collection of cash should always have been Jefferson Parish's responsibility, who already has established procedures to handle such revenue collection.**

The Patrons accept the recommendation that *where no parish funds are used*, the Parish Council develop a means for Lafreniere Park to be rented, in whole or in part, for functions on a fee basis. The Parish should collect and receive revenues generated from parking fees according to established procedures.

Finding No. 4

The Patrons accept the general findings in Finding No. 4. We agree that the District 4 councilman effectively acted as the contract administrator for the CEA between The Patrons and the Parish by approving invoices submitted by The Patrons. *The councilman directed and approved vendors contracted by The Patrons for concert events in the park, essentially using The Patrons as a conduit.*

The Patrons accept the recommendations of the Inspector General in its totality. The District 4 councilman should have refrained from engaging in managing contracts and the choice of contractors and vendors. The Parish President is the chief administrative officer of the Parish.

Finding No. 5

The Patrons respectfully disagree with the findings of the Inspector General. We stand ready to work with the Parish President and the Administration to fund capital improvements and recreational programming. The Parish should develop procedures that provide a list of capital projects and programs in making a funding request to the Patrons. At the same time, The Patrons should establish procedures to receive and consider Parish funding requests.

As for the recommendations, The Patrons aver that the Parish does not have the authority to order an independent audit of our bank accounts. Nevertheless, The Patrons will voluntarily agree to an independent audit. It has already hired a certified public accountant to audit its banking accounts and internal procedures.

The Patrons welcome established public procedures that study, assess, identify, and prioritize capital improvements. While we believe that the Parish cannot seek reimbursement of capital improvements already funded, we are willing to fund future capital improvement projects established by Jefferson Parish.

Finding No. 6

The Patrons accept the general findings of the Inspector General in Finding No. 6. Until our certified public accountant has had the opportunity to review the record, we can neither confirm nor deny the amounts delineated in the report.

As previously discussed, the Patrons aver that the Parish does not have the authority to order an independent audit of our bank accounts. Nevertheless, The Patrons will voluntarily agree to an independent audit. It has already hired a certified public accountant to audit its banking accounts and internal procedures. Until then, we submit that any demand for reimbursement is premature. We hope to work out the amount of reimbursement owed to the Parish, if any, due to these unfortunate events from 2013 to 2017.

Finding No. 7

The Patrons deny the findings in Finding No. 7. We aver that we did provide minutes of our meetings for projects covered by the CEA during the mandated years.

Finding No. 8

The Patrons deny the findings in Finding No. 8. Because we are a voluntary Board of citizens, we did not have the capacity to manage these concerts adequately.

Under CEA, Section 10, dated September 11, 2012, juxtaposed with Section 1 of the CEA, we conclude that said section provides as follows: "Parish shall have the exclusive authority to determine the capital projects for the Park and shall be the final authority for determining both the economic and aesthetic value for all proposed capital improvement projects." This CEA, taken as a whole, gives the exclusive authority to the Parish to determine capital improvements. We aver that the responsibility for determining the proposed capital improvement projects belongs with Jefferson Parish as well.

Therefore, we aver and disagree that Section 10 is applicable here as a private and independent nonprofit corporation. The Parish does not have the right to audit the books. Regardless, The Patrons voluntarily will agree to an independent audit.

Finding No. 9

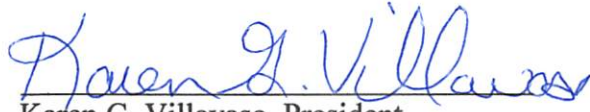
The Patrons deny that they have not cooperated with the Inspector General in his investigation. They have been cooperative and open in their dealings with the Inspector General. The Patrons strenuously object to any reimbursement for court costs sought by the Inspector General. The Inspector General should identify the officers who were not cooperative. These individuals are responsible for court costs, not The Patrons.

SUMMARY

The Patrons generally accept the findings of the Inspector General. We stand ready to cooperate with the Parish. The councilman identified by the Inspector General in his report directed and approved vendors contracted by The Patrons for concert events in the park, essentially using The Patrons as a conduit. We will voluntarily agree to an independent audit. The Parish and The Patrons should jointly choose a certified internal auditor or public accountant. The Patrons will soon be conducting its own internal audit of records and internal procedures for the period covered by the report for years 2013-2017. Until these audits are complete, the Patrons are not in the position to confirm or deny the dollar figures delineated in the report.

Finally, The Patrons generally accept the recommendations of the Inspector General, with some disagreements as noted in our response. **We do not wish to manage any publicly funded events in the future. Because we are a volunteer Board, we do not have the capacity to run these events.**

Sincerely yours,

A handwritten signature in blue ink that reads "Karen G. Villavaso". The signature is written in a cursive style and is positioned above a horizontal line.

Karen G. Villavaso, President
The Patron of Lafreniere Park, Inc.

A handwritten signature in blue ink that reads "Don M. Richard". The signature is written in a cursive style and is positioned above a horizontal line.

Don M. Richard
Kurt C. Garcia
Attorneys for The Patrons of Lafreniere Park, Inc.