

**UNITED STATES OF AMERICA**

**STATE OF LOUISIANA**

**PARISH OF ST. JAMES**

**COOPERATIVE ENDEAVOR AGREEMENT**

**BEFORE ME**, the undersigned Notary Public, and in the presence of the undersigned competent witnesses, personally came and appeared the following:

**THE PARISH OF ST. JAMES**, a political subdivision of the State of Louisiana, and represented herein by Timothy P. Roussel, Parish President, and duly authorized to act on behalf of the Parish of St. James (sometimes referred to herein as "Parish" or "St. James Parish") by a resolution adopted by the St. James Parish Council, a copy of which is attached hereto and made a part hereof;

**THE TOWN OF GRAMERCY**, a political subdivision of the State of Louisiana, and represented herein by Steve Nosacka, Mayor, and duly authorized to act on behalf of the Town of Gramercy by a resolution adopted by the Town of Gramercy Board of Aldermen, a copy of which is attached hereto and made a part hereof;

**THE TOWN OF LUTCHER**, a political subdivision of the State of Louisiana, and represented herein by Patrick St. Pierre, Mayor, and duly authorized to act on behalf of the Town of Lutcher by a resolution adopted by the Town of Lutcher Board of Aldermen, a copy of which is attached hereto and made a part hereof; and

**THE PARISH OF ST. JOHN THE BAPTIST**, a political subdivision of the State of Louisiana, and represented herein by Natalie Robottom, Parish President, and duly authorized to act on behalf of the Parish of St. John the Baptist by a resolution adopted by the St. John the Baptist Parish Council, a copy of which is attached hereto and made a part hereof;

**RIVER PARISHES CONVENTION, TOURIST AND VISITORS COMMISSION**, a political subdivision of the State of Louisiana as defined in Article VI, Section 44(2) of the Constitution of Louisiana, created pursuant to La. R.S. 33:4574.12, hereinafter referred to herein as "Commission") herein represented by President, Peggy Joseph, or her designee, and duly authorized to act on behalf of the Commission by a Resolution adopted by the Commission; a copy of which is attached hereto and made a part hereof;

**FESTIVAL OF THE BONFIRES, INC.**, (sometimes herein after referred to as "Bonfire Festival") a non-profit corporation, organized and existing under the laws

of the State of Louisiana, domiciled at 2545 La. Avenue, Lutcher, LA 70071, in the Parish of St. James, herein represented by Rhonda Lee, its President, duly authorized to act on behalf of the Bonfire Festival by a Resolution adopted by the its Board, a copy of which is attached hereto and made a part hereof;

**WHEREAS**, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that “for a public purpose, the state and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual”; and

**WHEREAS**, the public purpose of this Agreement is to establish a Cooperative Endeavor Agreement (“CEA”) between the Parish of St. James, Town of Gramercy, Town of Lutcher, Parish of St. John the Baptist, Commission, and Bonfire Festival for the purposes of attracting and promoting tourist and visitors to the Parish of St. James and the Parish of St. John the Baptist and accordingly to support and promote the Bonfire Festival Arts and Crafts Show on December 8, 9, and 10, 2017 which is held on the grounds of Lutcher Park which is maintained and operated by the Parish of St. James. Should there exist the transfer of public funds, services or property, of any kind, any such transfer is not a gratuitous donation but for the public purpose stated herein; and

**WHEREAS**, in addition, the Bonfire Festival is a volunteer, non-profit organization established in 1990 for the public purpose of promoting and insuring the preservation of the long standing St. James Parish and St. John the Baptist Parish traditions of the burning of the bonfires on the levee during Christmas Eve and for the public purpose of promoting economic development of businesses in St. James Parish and St. John the Baptist Parish by attracting tens of thousands of tourist and visitors to the parishes during the event and the weeks leading up to and including the burning of the bonfires on the levee on Christmas Eve. The Bonfire Festival also promotes and encourages cooperation with other organizations having similar public purposes and interests and to promote and add beautification to the incorporated and unincorporated areas of St. James Parish; and

**WHEREAS**, the Bonfire Festival is directly financially responsible, through the Parish, for paying a portion of the policy of general liability insurance with limits of \$2 million dollars that is required by the Pontchartrain Levee District as a precursor for said event. Without this substantial financial commitment, it is uncertain that St. James Parish or St. John the Baptist Parish would be able to keep this unique family tradition alive for all tourist, visitors and Parishioners to enjoy.

**NOW THEREFORE**, in consideration of the desires and responsibilities of the parties herein, the mutual benefits conferred and other good and valuable consideration, each party hereby agree and covenant with each other to establish,

by virtue of this CEA, a contractual relationship to address the need for the annual Bonfire Festival which shall be governed by the conditions and terms as follows:

**1. OBLIGATIONS**

A) St. James Parish will provide limited transportation services to Bonfire Festival on December 8, 9 and 10, 2017. Listed below are the primary responsibilities of St. James Parish relevant to this agreement:

- a. Make available one (1) non FTA vehicles, which typically hold 10 to 12 passengers, to transport the Bonfire Festival Queen and visiting queens from various parishes from the festival grounds to the levee in Litcher, LA during the festival.
- b. No FTA vehicles shall be used in support of this event.
- c. Render no general public service ridership during this timeframe.
- d. Ensure no fares are charged to riders during this event.
- e. The Parish shall not render or classify this service provided pursuant to this CEA as charter services.
- f. The Parish shall not claim any form of reimbursement from DOTD.
- g. The Parish will provide operations department and recreation department employee labor for the purpose of assisting in the setup of the festival, and upon completion, assist in the removal of all items provided by the Parish, including the electrical connections, tables and stage area and provide banners for the festival pageant. The Parish agrees to store the festival tables on Parish grounds. In lieu of the Bonfire Festival remitting to the Parish a monthly storage fee, the Bonfire Festival agrees to allow the Parish to use the tables on an annual basis for Parish related, sponsored and/or partnered events as it sees fit, including but not limited to the Veterans Day Celebration, Party with the Pumpkins, etc.

B) **Bonfire Festival** shall provide the following under this agreement:

- a. Incur all costs associated with maintaining the vehicle for the duration of the event; inclusive of any repairs that may occur while in use or because of use.
- b. Fuel for the vehicle used for the transportation.
- c. Bonfire Festival shall not charge fares to individuals directly or indirectly as a result of the use of the vehicle nor shall it profit from its use of the vehicle in any manner.
- d. The Bonfire Festival shall obtain a policy of general liability insurance with limits of \$2 million dollars which provides said coverage from November 5, 2017 through January 6, 2018 in the Parishes of St. James and St. John the Baptist.
- e. The Bonfire Festival shall contribute the remainder of the premium not paid by the Town of Litcher, Town of Gramercy, Parish of St. James and the Parish of St. John the Baptist Parish toward the purchase of the policy of general liability insurance with limits of \$2 million dollars directly to

the insurance provider. Bonfire Festival is responsible for any additional premiums regarding non-owned automobile insurance and any other insurance coverage it desires.

- f. The Bonfire Festival agrees to submit a financial report to the Parish Council and Administration within ninety (90) days of the conclusion of the festival event.
  - g. Evidence of its designation as a non-profit status and good standing with the Louisiana Secretary of State.
- C) The Parish of St. James shall contribute that portion of the premium not paid by the Bonfire Festival and the remaining parties to this CEA toward the payment of the premium on the policy of general liability insurance with limits of \$2 million dollars directly to the insurance provider.
- D) The Town of Lutcher and the Town of Gramercy shall each contribute the sum of \$2,500.00 respectively toward the payment of the premium on the policy of general liability insurance with limits of \$2 million dollars directly to the insurance provider.
- E) The Parish of St. John the Baptist shall contribute the sum of \$5,000.00 toward the payment of the premium on the policy of general liability insurance with limits of \$2 million dollars directly to the insurance provider.

**2. TERM**

The term of this Agreement shall be from December 8, 9, and 10, 2017 and shall include any additional days necessary for the setup and dismantling of the festival.

**3. TERMINATION FOR CONVENIENCE.**

This Agreement may be terminated at any time by either party upon giving sixty (60) days prior written notice of termination to the other party.

**4. INDEMNIFICATION AND INSURANCE**

The PARISH, Town of Gramercy, Town of Lutcher, and the St. John the Baptist Parish, and their agents and employees shall not be liable for any loss, damage, injuries, or other casualty of whatsoever kind or by whosoever caused, to the person or property of anyone arising out of or resulting from this agreement. The Bonfire Festival hereby agrees to hold harmless, save, indemnify, release and discharge the PARISH, Town of Gramercy, Town of Lutcher, and the St. John the Baptist Parish, and all of its members, directors, officers, employees, agents, representatives, assignees and successors in interest, as well as any and all other persons or entities that may own, operate, manage or otherwise exercise control over the Lutcher Park, as well as any and all other persons or entities that might have any liability whatsoever to the undersigned (collectively, the "Released

Parties”), from and against any and all damages, actions, claims and liabilities, whether known or unknown, anticipated or unanticipated, suspected or unsuspected, relating to or arising from any activity, occurrence or event involving the Bonfire Festival and the events held on December 9-11, 2016 to the fullest extent permitted by law. This agreement is intended to hold harmless, save, indemnify, release and discharge the Released Parties from all damages, actions, claims and liabilities of any nature, specifically including, but not limited to, damages, actions, claims, attorneys fees, costs and liabilities arising from or related to the Bonfire Festival and the events held on December 8-10, 2017. The Bonfire Festival hereby agrees to indemnify and hold the PARISH, Town of Gramercy, Town of Lutcher, and the St. John the Baptist Parish, its agents and employees, harmless from and against all claims, demands, liabilities, suits or actions, arising out of this agreement that are incurred by or imposed on the PARISH, Town of Gramercy, Town of Lutcher, or the St. John the Baptist Parish, in connection therewith, for any such loss, damage, injury or other casualty for any claim arising from the use of the Parish transit bus and/or employees.

**5. NOTICE**

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

**ST. JAMES PARISH:** President Timothy Roussel  
5800 Hwy. 44  
Convent, LA 70723

**TOWN OF GRAMERCY:** Mayor Steve Nosacka  
120 N. Montz Avenue  
Gramercy, LA 70052

**TOWN OF LUTCHER:** Mayor Patrick St. Pierre  
2500 Louisiana Avenue  
Lutcher, LA 70071

**ST. JOHN THE BAPTIST PARISH:** President Natalie Robottom  
1801 W. Airline Highway  
LaPlace, LA 70068

**COMMISSION:** Peggy Joseph  
c/o Jo Banner  
2900 Hwy 51,  
LaPlace, LA 70068

**BONFIRE FESTIVAL:** Rhonda Lee, President  
6554 La. Hwy. 44  
P.O. Box 247,  
Lutcher, LA 70071

**6. JURISDICTION AND SECURITY**

The parties, by signing this agreement, yield to the jurisdiction of the Twenty-Third Judicial District Court (23<sup>rd</sup>) and formally waives any pleas of lack of jurisdiction in the event of suit under this agreement.

Bonfire Festival agrees to provide a letter from a law enforcement/security agency indicating that the Bonfire Festival has made provisions for traffic, crowd control, etc. for the festival.

**7. 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.

**8. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the PARISH, Town of Gramercy, Town of Lutcher, Parish of St. John the Baptist, Commission and the Bonfire Festival and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by all Parties, and their respective representatives.

**REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK**

THUS DONE AND SIGNED in multiple originals in the presence of the undersigned competent witnesses:

**WITNESSES:**

Mona O. Gravois

MONA O. GRAVOIS

Print Name

Brandon Keller

Brandon Keller

Print Name

**PARISH OF ST. JAMES**

BY: Timothy P. Roussel  
Timothy P. Roussel, Parish President

DATE: 11/06/2017

THUS DONE AND SIGNED in multiple originals in the presence of the undersigned competent witnesses:

WITNESSES:

Amy St. Pierre

Amy St. Pierre  
Print Name

Doreen Lang

Doreen Lang  
Print Name

TOWN OF GRAMERCY

BY: Steve Nosacka  
Steve Nosacka, Mayor

DATE: 11/21/2017

**THUS DONE AND SIGNED** in multiple originals in the presence of the undersigned competent witnesses:

**WITNESSES:**

Vanessa C Roussel

Vanessa C. Roussel

Print Name

Colleen L. Troclair

Colleen L. Troclair

Print Name

**TOWN OF LUTCHER**

BY: Patrick St. Pierre  
Patrick St. Pierre, Mayor

DATE: 11-8-17

THUS DONE AND SIGNED in multiple originals in the presence of the undersigned competent witnesses:

WITNESSES:

Meghan Collins

Meghan Collins

Print Name

L Toombs

L Toombs

Print Name

PARISH OF ST. JOHN THE BAPTIST

BY: Natalie Robottom

Natalie Robottom, Parish President

DATE: 11/14/17

THUS DONE AND SIGNED in multiple originals in the presence of the undersigned competent witnesses:

WITNESSES:

RIVER PARISHES CONVENTION,  
TOURIST AND VISITORS  
COMMISSION

J. Banner

Jo Banner

Print Name

R. Jackson

Rena Jackson

Print Name

BY: Peggy Joseph  
Peggy Joseph, President

DATE: 10/26/17

THUS DONE AND SIGNED in multiple originals in the presence of the undersigned competent witnesses:

WITNESSES:

FESTIVAL OF THE BONFIRES, INC.

Mary Beth Hymel

Mary Beth Hymel  
Print Name

Arianna Banks

Arianna Banks  
Print Name

BY: Rhonda Lee  
Rhonda Lee, President

DATE: 11-6-17