

**FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
THE PARISH OF JEFFERSON
AND
THE OLD METAIRIE GARDEN CLUB**

This First Amendment (the "First Amendment") to the Agreement is made as of the 22nd day of October, 2018, by and between the Parish of Jefferson, Louisiana, (hereafter, "PARISH"), represented herein by Cynthia Lee-Sheng, Chairwoman of the Jefferson Parish Council, duly authorized to act pursuant to Resolution No. 132266 adopted on the 19th day of September 2018; and the Old Metairie Garden Club (hereafter, ORGANIZATION) herein represented by Carmen Waring, its President.

WITNESSETH

WHEREAS, pursuant to Resolution No. 131191, adopted on April 4, 2018, the PARISH and ORGANIZATION entered into that certain Agreement (the "Agreement"), to provide funding for a Farmer's Market in Old Metairie at Metairie Bayou Park, 2700 block of Metairie Road, thereby furthering the healthy lifestyle initiative of Jefferson Parish citizens; and

WHEREAS, PARISH and ORGANIZATION wish to amend the Agreement to provide ORGANIZATION additional funding in the amount of \$18,000.00 for the provision of: the organization and promotion of various activities in the Metairie Road District, including seven Farmers Arts Metairie Markets in Summer–Autumn 2018, three movie nights in Autumn 2018, a live music event in Autumn 2018, holiday decorations & lighting at Bayou Metairie Park, a holiday celebration in December 2018, a 2018–19 "Reveillon on the Ridge" celebration, and a 2018–19 "Noon Year's Eve" celebration;

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;

WHEREAS, the PARISH is authorized by Section 1.01(15) of the Jefferson Parish Charter to enter into this Agreement for development and administration of recreational and cultural programs;

WHEREAS, the public purpose of the Project is described as assisting in providing public recreational activities for the citizens of Jefferson Parish by making available recreational and cultural programs in the Metairie Road District;

WHEREAS, the PARISH has a reasonable expectation of receiving use of recreational and cultural programs in the Metairie Road District, which is at least equivalent to the \$18,000.00 consideration 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, in consideration of the promises and covenants contained in this Amendment, the parties agree to amend the 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. Amend Section 1.0 "Services" to include the following language:

The ORGANIZATION agrees to:

A. Organize and promote in the Metairie Road District:

- 1) seven Farmers Arts Metairie Markets in Summer–Autumn 2018,
- 2) three movie nights in Autumn 2018;
- 3) a live music event in Autumn 2018;
- 4) holiday decorations & lighting at Bayou Metairie Park;
- 5) a holiday celebration in December 2018;

- 6) a 2018–19 “Reveillon on the Ridge” celebration; and
- 7) a 2018–19 “Noon Year’s Eve” celebration.

SECTION 3. Amend Section 2.0 “Payment” to include the following language:



“In consideration for organizing the recreational events in Section 1.0, PARISH agrees to pay ORGANIZATION a maximum fee of \$18,000.00”

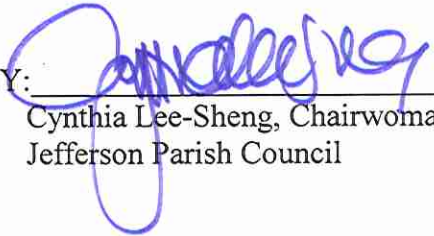
SECTION 4. Miscellaneous: Except where specifically modified herein, the remainder of the Agreement is intact, valid, and fully enforceable. The Agreement as amended by the First Amendment represents the full agreement by the parties thereto and supersedes any written or oral representations concerning 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 by their respective duly authorized representatives effective as of the day and year first above written.

WITNESSES:


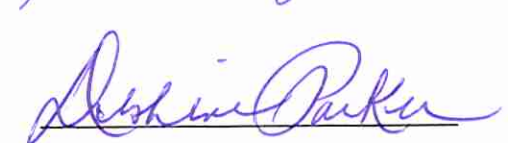
PARISH OF JEFFERSON

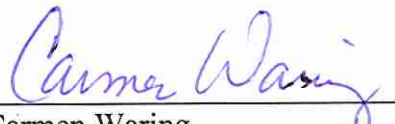



BY: 
Cynthia Lee-Sheng, Chairwoman
Jefferson Parish Council

WITNESSES:

THE OLD METAIRIE GARDEN CLUB

BY: 
Carmen Waring
President

Cooperative Endeavor Agreement

AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared: Carmen Waring, (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized President of Old Metairie Garden Club (Entity), the party to a Cooperative Endeavor Agreement (CEA) which host Farmers Arts Metairie Market (Briefly describe the services the CEA will cover), with the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

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

Choice A _____ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B there are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Affiant further said:

Debt Disclosures

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

Choice A Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the parish to the Affiant.

Choice B There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

Solicitation of Campaign Contribution Disclosures

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

Choice A Attached hereto is a list of all elected officials of the Parish of Jefferson, whether still holding office at the time of the affidavit or not, where the elected official, individually, either by telephone or by personal contact, solicited a campaign contribution or other monetary consideration from the Entity, including the Entity's officers, directors and owners, and employees owning twenty-five percent (25%) or more of the Entity, during the two-year period immediately preceding the date the affidavit is signed. Further, to the extent known to the Affiant, the date of any such solicitation is included on the attached list.

Choice B there are **NO** solicitations for campaign contributions which would require disclosure under Choice A of this section.

Affiant further said:

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

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

Carmen Waring
Signature of Affiant

Carmen Waring
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 3rd DAY OF April, 2013.

Bessie L. Renton
Notary Public

Bessie L. Renton
Printed Name of Notary

Bar No. 37257
Notary/Bar Roll Number

My commission expires at death

**Insurance Declaration Affidavit
Automotive and Worker's Compensation**

AFFIDAVIT

STATE OF Louisiana
PARISH/COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared,
Carmen Waring, (Affiant) who after being duly sworn, deposed and said that
he/she is the fully authorized President of Old Metairie Garden Club
(Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. Farmer's Arts
to Jefferson Parish. metairie market

Affiant further said:

- (1) That entity does not own automobiles or use automobiles in the furtherance of the services provided under the contract.
- (2) That if the entity obtains automobiles or begins to use automobiles in the furtherance of the services provided under the contract, affiant will notify Jefferson Parish and obtain the proper coverage.
- (3) That affiant has no employees in which Worker's Compensation Insurance is required pursuant to state law.
- (4) That if affiant hires employees such that they would be required under state law to obtain Worker's Compensation Insurance, affiant will notify Jefferson Parish and obtain the proper coverage.

Carmen Waring
Signature of Affiant

Carmen Waring
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME
ON THE 3rd DAY OF April, 2018.

Bessie L. Renfrow
Notary Public

Bessie L. Renfrow
Printed Name of Notary

Bar No. 37277
Notary/Bar Roll Number

My commission expires at death



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER StateFarm NORAH VADEN HOLMES INSURANCE AGENCY 117 METAIRIE LAWN DRIVE METAIRIE LA 70001	CONTACT NAME: DAVID HINTON PHONE (A/C No. Ext): 504.831.0002 FAX (A/C No.): 504.247.9118 E-MAIL ADDRESS: DAVID@NORAHOLMES.COM
INSURER(S) AFFORDING COVERAGE	
INSURER A: State Farm Fire and Casualty Company NAIC #: 25143	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	98-B2-H386-1	03/01/2018	03/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 FOR EVENT TO BE HELD AT BAYOU METAIRIE PARK, TUESDAY, MAY 15, 2018, FROM 3:30 - 7:30PM.
 Location: Bayou Metairie Park
 2701 Metairie Rd
 Metairie, LA 70001
 cert holder: The Parish of Jefferson, it's districts, Departments and Agencies under the direction of the Parish President & Parish Council, 1221 Elmwood Park, Ste 403, Jefferson, LA 70123

CERTIFICATE HOLDER JEFFERSON PARISH RECREATION The Parish of Jefferson, it's Districts, Departments and Agencies under the direction of the Parish president & Parish Council, 1221 Elmwood Park, Ste 403, Jeff, LA 70123	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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On motion of **Mr. Impastato**, seconded by **Ms. Lee-Sheng**, the following resolution was offered:

RESOLUTION NO. 132266

A resolution approving Amendment No. 1 between the Parish of Jefferson and the Old Metairie Garden Club to provide funding for the organization and promotion of various activities in the Metairie Road District, including seven Farmers Arts Metairie Markets in Summer–Autumn 2018, three movie nights in Autumn 2018, a live music event in Autumn 2018, holiday decorations & lighting at Bayou Metairie Park, a holiday celebration in December 2018, a 2018–19 “Reveillon on the Ridge” celebration, and a 2018–19 “Noon Year’s Eve” celebration. (Council District 5)

WHEREAS, pursuant to Resolution No. 131191, adopted on April 4, 2018, the PARISH and ORGANIZATION entered into that certain Agreement (the “Agreement”), to provide funding for a Farmer’s Market in Old Metairie at Metairie Bayou Park, 2700 block of Metairie Road, thereby furthering the healthy lifestyle initiative of Jefferson Parish citizens;

WHEREAS, PARISH and ORGANIZATION wish to amend the Agreement to provide ORGANIZATION additional funding in the amount of \$18,000.00 for the provision of the organization and promotion of various activities within the Metairie Road District, including seven Farmers Arts Metairie Markets in Summer–Autumn 2018, three movie nights in Autumn 2018, a live music event in Autumn 2018, holiday decorations & lighting at Bayou Metairie Park, a holiday celebration in December 2018, a 2018–19 “Reveillon on the Ridge” celebration, and a 2018–19 “Noon Year’s Eve” celebration;

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;

WHEREAS, the PARISH is authorized by Section 1.01(15) of the Jefferson Parish Charter to enter into this Agreement for development and administration of recreational and cultural programs;

WHEREAS, the public purpose of the Project is described as assisting in providing public recreational activities for the citizens of Jefferson Parish by making available recreational and cultural programs in the Metairie Road District; and

WHEREAS, the PARISH has a reasonable expectation of receiving use of recreational and cultural programs in the Metairie Road District, which is at least equivalent to the \$18,000.00 consideration 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. That Amendment No. 1 between the Parish of Jefferson and The Old Metairie Garden Club to provide funding for the organization and promotion of various activities in the Metairie Road District, including seven Farmers Arts Metairie Markets in Summer–Autumn 2018, three movie nights in Autumn 2018, a live music event in Autumn 2018, holiday decorations & lighting at Bayou Metairie Park, a holiday celebration in December 2018, a 2018–19 “Reveillon on the Ridge” celebration, and a 2018–19 “Noon Year’s Eve” celebration, at a cost not to exceed \$18,000.00 is hereby approved;

SECTION 2. That any costs associated with this agreement shall be taken from Account No. 22030-2765-126-7680.255 (20365.000);

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: 6 NAYS: None ABSENT: (1) Roberts

This resolution was declared to be adopted on this the 19th day of September, 2018.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY



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