

Capital Heights Crime Prevention and Improvement District

Board of Commissioners

November 2, 2016

Ingleside Methodist Church
Sanctuary
4264 Capital Heights Avenue
Baton Rouge, LA 70806

Elise Read called the meeting to order at 6:35p.m. and welcomed those present.

I. ROLL CALL

The following members were present: Aaron Cherry, Amy Cole, Elise Read, and Tyler Hicks. Absent was Jason Laubscher. Also present was Emmy Langlois representing the Capital Heights Neighborhood Association (CHNA). Several members of the public were in attendance.

II. Discussion and/or approval of a Cooperative Endeavor Agreement with the Capital Heights Neighborhood Association

Read described the proposed cooperative agreement with the Capital Heights Neighborhood Association ("CHNA"). The agreement provides that CHNA will pay all expenses necessary for the placement of the proposition to impose the fee on the ballot for the special election on December 10, 2016. This would include legal fees, publication of notices in the official journal, and expenses payable to the Secretary of State.

A Capital Heights resident (unnamed) in attendance asked if there was to be limit on the dollar amount covered by the CHNA. The answer from Emmy Langlois was that the CHNA was prepared to pay any associated fees with no limit. Read suggested that the initial costs would be along the order of \$450 for *The Advocate* for multiple days of public notice, legal fees around \$2,500, and the fee to the Secretary of State that would vary based on the number of items on the ballot on December 10th.

A motion to approve the execution of the Cooperative Endeavor Agreement on behalf of the District was made by Read, seconded by Cherry, and adopted without objection.

The agreement was signed by Read representing the District, and Emmy Langlois representing the CHNA. Cole and Cherry signed in witness.

III. Announcements

- a. Board meeting to canvass the election on January 18, 2017 at 6:00p.m. at Ingleside Methodist Church.

At that meeting, the Board of Commissioners would also consider adoption of a budget and bylaws.

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b. Other

Read suggested that board members think about setting a meeting schedule for 2017. She also suggested members think about the value of liability insurance for commissioners.

Hicks spoke about the neighborhood's support for the District. He indicated that the reason CHNA pushed strongly to have the District established was to give the residents a chance to decide for themselves whether or not to fund additional security measures. He further stressed that the CHNA board takes a neutral stance on whether or not the District should be approved by the voters.

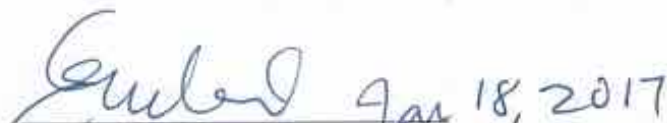
Hicks moved for a straw poll of Commissioners present to see what they thought District monies should be used for if approved. Cherry mentioned that potential funding was still over a year away and personal opinions may change over the course of the year. Hicks stated that the poll is unofficial and in no way binding. Read seconded the motion, which was approved without objection.

All members present agreed that the full available amount for the first funded year should be spent specifically on extra duty police patrols.

IV. Adjournment

A motion to adjourn was made by Cherry at 7:10p.m, seconded by Cole, and adopted without objection.


Aaron Reed Cherry, Secretary


Elise Read, Chairman

CAPITAL HEIGHTS CRIME PREVENTION AND IMPROVEMENT DISTRICT

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR made and entered into this 2 day of November, 2016, by and between the Capital Heights Crime Prevention and Improvement District, hereinafter referred to as "District" and the Capital Heights Neighborhood Association, officially domiciled in East Baton Rouge Parish, at P.O. Box 67110, Baton Rouge, LA 70896, hereinafter referred to as the "Association".

ARTICLE I.

WITNESSETH:

- 1.1 WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana authorizes the state and its political subdivisions to engage in cooperative endeavors with any public or private association, corporation, or individual, if the cooperative endeavor is for a public purpose; and
- 1.2 WHEREAS, the District was established by Act 292 of the 2016 Regular Session of the Louisiana Legislature for the purpose of crime prevention, security enhancement, and the overall betterment of the Capital Heights neighborhood which is the jurisdiction of the District; and
- 1.3 WHEREAS, the Capital Heights Neighborhood Association is a nonprofit corporation established in accordance with Section 501(c)(3) of the Internal Revenue Code of the United States, ID#47-4749456, to support the maintenance and improvement of the character and integrity of the Capital Heights neighborhood through civic and other efforts to improve the appearance and enhance security of the neighborhood; and
- 1.4 WHEREAS, the District desires to cooperate with the Association for implementation of the provisions of R.S. 33:9097.28 concerning the establishment of the District and the imposition of a parcel fee if approved by the electorate; and
- 1.5 WHEREAS, the District will incur various expenses with respect to the December 10, 2016 election, commissions payable for purposes of the 2017 tax roll, and other incidental expenses necessary for establishment of the District; however, the District will accrue no revenue from which to pay these expenses until late January 2018; and
- 1.6 WHEREAS, the District has a reasonable expectation of receiving a benefit greater than the consideration described in this Agreement; and for the reasons set forth herein, the transfer or expenditure of public funds for purposes of this Agreement shall not be a gratuitous donation.

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

ARTICLE II. SCOPE OF SERVICES AND DELIVERABLES

- 2.1 The Association may pay the expenses of the District for the following purposes, referred to hereinafter collectively as "expenses":
- A. Costs of publication of notices associated with the placement of a question on the ballot for the December 10, 2016 election, and other notices as may be required by law.
 - B. Legal fees and expenses associated with the placement of a question on the ballot for the December 10, 2016 election, not to exceed \$2,500.
 - C. Fees associated with the December 10, 2016 election, to include but not be limited to those charged by the Secretary of State and the East Baton Rouge Parish Registrar of Voters.
 - D. Commissions payable to the East Baton Rouge Parish Assessor and Sheriff concerning the 2017 tax roll.
 - E. Any other expense as approved by a majority vote of the members of the Board of Directors of the Association, not to exceed \$1,000.

ARTICLE III. PAYMENT TERMS

- 3.1 In consideration of the services described in Article II., the District hereby agrees to pay the Association an amount equal to the total amount of expenses paid by the Association on behalf of the District, hereinafter referred to as "total payments", plus a fee equal to eight percent (8%) of the total payments. The District shall pay to the Association an amount equal to the total payments plus the fee on or before March 1, 2018.
- 3.2 If the question of the District's authority to impose a parcel fee upon taxable property within the District is not approved by the electors at the December 10, 2016 election, the total payments and fee shall be deemed to have been paid in full by the District on December 10, 2016. The provisions of this Sub-article shall control for purposes of Articles III and IV of this Agreement.

ARTICLE IV. TERMINATION

- 4.1 Either party to this Agreement may terminate the Agreement with thirty days' written notice to the other party. In the event of cancellation, any amounts which have been paid by the Association on behalf of the District pursuant to this Agreement shall be deemed to be total payments and shall be payable, without the fee provided for in Article III, by the District to the

Association no later than March 1, 2018; however, such payment shall be subject to the provisions of Article III, Section 3.2.

ARTICLE V. AMENDMENTS IN WRITING

- 5.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and executed by all parties.

ARTICLE VI. TERM OF AGREEMENT

- 6.1 The term of this Agreement shall commence on the date first above written and shall continue in effect until April 1, 2018, unless sooner terminated as provided in Article IV.

ARTICLE VII. LEGAL COMPLIANCE

- 7.1 The District, in carrying out the provisions of this Agreement, 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).

ARTICLE VIII. RELATIONSHIP BETWEEN THE PARTIES

- 8.1 The relationship between the District and the Association shall be that of an independent contractor, and the Association shall not be construed to be an employee, agent, or partner, or in a joint venture with the District.
- 8.2 This Agreement shall not be interpreted or construed in any way to constitute the creation of a liability of the State of Louisiana, or of any political subdivision other than the District. Any payment due to the Association under this Agreement shall be solely the responsibility of the District.

ARTICLE IX. FORCE MAJEURE

- 9.1 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.

ARTICLE X. EMPLOYMENT OF STATE PERSONNEL

10. The Association 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 State of Louisiana.

ARTICLE XI. NOTICES

11.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand delivery (with acknowledgment of receipt) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

~~Jason Laubsher, Treasurer~~ **ELISE READ**
Capital Heights Crime Prevention and Improvement District
P.O. Box 67110
Baton Rouge LA 70896

Emy Langlois, Vice President, Board of Directors
Capital Heights Neighborhood Association
P.O. Box 67110
Baton Rouge LA 70896


THUS DONE AND SIGNED AT Baton Rouge, Louisiana, on the 2nd day of November, 2016.

WITNESSES:





**Capital Heights Crime Prevention and
Improvement District**



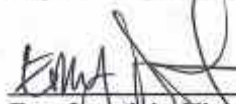
~~Jason Laubsher, Treasurer~~ **Elise Read**
Board of Commissioners

WITNESSES:





Capital Heights Neighborhood Association



Emy Langlois, Vice President
Board of Directors