




St. Tammany Parish

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Kevin Davis
Parish President

INTEROFFICE MEMORANDUM

TO: St. Tammany Parish Council

FROM: Sidney Fontenot, AICP.
Planning Director 

DATE: October 17, 2011

RE: Appeal of Impact Fees – Recreation District #1

Please find the attached submittal by Recreation District #1 appealing the denial of an exemption from the Mandatory Impact Fees for a gym addition in accordance with the Mandatory Impact Fee Ordinance.

“j. Appeal of exemption decision.

A Fee Payer affected by the decision of the Road Impact Fee Administrator (R.I.F.A.) regarding an exemption may appeal such decision to the Parish Council by filing with the Road Impact Fee Administrator (R.I.F.A.), within ten (10) days of the date of the written decision, a written notice stating and specifying briefly the grounds of the appeal. The Road Impact Fee Administrator (R.I.F.A.) shall place such appeal on the Council s agenda for the next regularly scheduled meeting. **The Parish Council, after a hearing, shall affirm or reverse the decision of the Road Impact Fee Administrator (R.I.F.A.) based on the standards in subsections 5.a. through 5.g. above.** If the Parish Council reverses the decision, it shall direct the Road Impact Fee Administrator (R.I.F.A.) to grant the exemption in accordance with its findings. The decision of the Parish Council shall be final.” (emphasis added)

Similar language is part of the Drainage Impact Fees section.

Recreation District No. One of St. Tammany Parish

CHAIRMAN: NIXON ADAMS
VICE CHAIRMAN: STEPHEN R. MEYER, M.D.
COMMISSIONER: RICK DANIELSON
COMMISSIONER: WILLIAM B. MATTHEWS, JR., J.D.
COMMISSIONER: WARREN MONTGOMERY, J.D.
COMMISSIONER: TONY ORAMOUS
COMMISSIONER: BOB WHELAN
DIRECTOR: KATHY FOLEY



October 13, 2011

Mr. Sidney Fontenot
St. Tammany Parish
Planning Director
Via hand delivery

Subject: appeal of RIFA's denial of granting an exemption for
Recreation District #1 White Pelican Gym expansion.

Dear Mike,

Attached please find the District's paperwork associated with the appeal of the decision made by Parish staff on October 5, 2011 not to grant an exemption of the Transportation Impact Fees and the Drainage Impact Fees for Recreation District #1's White Pelican Gym Expansion.

I appreciate your help with forwarding this to the Council, as per the ordinance appeal process.

Please let me know if you need any additional information.

I would appreciate receiving a copy of what staff writes to the Council that is attached with the appeal.

Sincerely yours,

A handwritten signature in black ink that reads "Kathy Foley". The signature is written in a cursive style with a large, flowing "K" and "F".

Ms. Kathy Foley
Director

63350 Pelican Drive • Mandeville, Louisiana 70448
PHONE: (985) 626-7997 • FAX: (985) 626-9028
www.pelicanpark.com

Recreation District No. One of St. Tammany Parish

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COMMISSIONER: BOB WHELAN
DIRECTOR: KATHY FOLEY



Recreation District #1 Appeal of traffic and drainage impact fees October 2011 Expansion of the White Pelican Gym Will not produce additional vehicle traffic

The Recreation District is appealing the assessment of Transportation and Drainage Impact fees of \$39,657.25 and 21,352.50 respectively.

The District is expanding the White Pelican Gym from 2 courts to 4 courts.

The District will not be increasing the number of participants. The expansion will allow the scheduling of games at more convenient times.

Present participation numbers and game times

The Recreation District in 2011 had 841 players in our youth basketball program, 115 players in older boys basketball, 616 players in summer basketball and 568 girls in 3 seasons of volleyball. The White Pelican gym is also used for adult basketball, adult volleyball, exercise classes and tournaments.

Reason for expansion of the White Pelican Gym

Primarily due to the large number of participants in our youth leagues we are forced to have practices later in the evening than desired by the District or parents. With present numbers and with 5 game courts we have to schedule games and practices 7 days a week.

During the week, we are forced, at times, to play 3 games per night per court with games starting at 5:30pm which creates major problems for parents getting to the early games but really creates challenges with the late games. We have even had to put 4 games on a court on some nights, with games ending at apx 9:30pm.

63350 Pelican Drive • Mandeville, Louisiana 70448
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1 of 13

On weekends, we start games at 8am on all 5 present game courts and do not end games until 8pm-9pm on a Saturday. We are forced to schedule games on Sundays due to shortage of courts.

The purpose of the addition of two courts is to be able to reduce the number of games/practices held late on a week night and Saturday night as well as to eliminate games on Sunday.

Impact on Traffic

There will not be any increase in traffic flow from this expansion. We will have the same number of leagues, games and players but we will be offering games at a more convenient time to the public. We will not be increasing the cars coming into the Park but only the times and days that they will be in the Park. The number of participants will remain the same, therefore the number of vehicles will remain the same.

We have had a recent traffic study completed by the Parish traffic engineers. We know that we have 11,415 cars enter the Park in a one week's period in September. The results indicate 1.34 cars per player.

Projection for future impact

Present weekly traffic usage during basketball season

3,063 player's trips multiplied by 1.3 cars = 3,982 cars per week for the 5 courts

Projected weekly traffic impact with the addition of two new courts

3,063 player's trips multiplied by 1.3 cars = 3,982 cars per week for the 7 courts.

Traffic impact is zero

Recap

Transportation Impact Fees

Section #5 (B) of exemptions under the St. Tammany Parish Transportation Impact Fee Ordinance states "*the construction of*

accessory buildings or structures which will not produce additional vehicular trips over and above that produced by the principal building or use of the land" The 2 court gym is an expansion of the present White Pelican Gym. *See site drawing attached.*

The traffic will not be increased as the same number of people/cars will be attending games and practices. With the expansion of 2 more courts, the times of scheduled games or practices will not be late night or Sundays.

Drainage Impact Fees

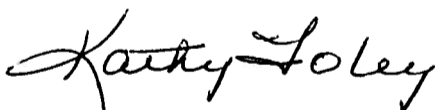
Section #5 of exceptions under the St. Tammany Parish Drainage Impact Fee Ordinance item B states "*the construction of accessory buildings or structures which will not produce additional vehicular trips over and above that produced by the principal building or use of the land*" The drainage exemption reads the same as the transportation exemption. Given this fact, the same argument used for transportation can be used for drainage. These 2 additional courts are an expansion and will not generate new traffic.

Additionally, the District is entitled to an exception based upon section 5 (F) that there is voluntary developmental agreement (styled by the "District Intergovernmental Agreement") in place as of the effective date of this ordinance. *See attachments.*

Based upon the information submitted in this appeal, we request that the Council grant an exception to Recreation District #1 of paying the \$61,009.25 for this 18,250 square feet 2 gym expansion and direct staff to issue a building permit immediately.

The District reserves the right to supplement the documentation submitted with this appeal as it relates to any issues contained herein.

Thank you for your time, efforts and consideration of this appeal.



Ms. Kathy Foley
Director

Background:

Recreation District #1 known as Pelican Park is a free standing governmental agency, created by State Statute and given its right to exist by St. Tammany Parish.


The Recreation District serves the recreational needs of the residents of the District (greater Mandeville Area) by offering youth sports leagues for baseball, basketball, soccer via MSC, softball, volleyball, cheerleading and football. The District also offers adult sports, tournaments and special events. The District now offers a large number of leisure programs for adults of all ages. For indoor sports the Recreation District has three courts in the Brown Pelican Gym, two courts at the White Pelican Gym and we utilize the Castine Center weekdays from November-January for 4 practice courts.

To be noted:

- The Recreation District built and maintains all of its own roadways
- The Recreation District operates its own sewer treatment plants. These plants discharge into the very bottom of the lower Bayou Castine Basin.

Situation

Due to present overcrowding conditions, the Recreation District is expanding the White Pelican Gym. The free standing expansion will consist of two new courts that will be connected to the existing White Pelican gym by an outdoor overhang. This expansion will then mean the White Pelican Gym Complex will have 4 courts to meet the needs of the public.

Approved: 
Date : 10/2008

PROCEDURE FOR INTERGOVERNMENTAL AGREEMENTS
Updated October 2008

The Recreation District established the intergovernmental agreement as a means not to have the taxpayers pay twice for services, improve services to the public and to foster reciprocal relationships with other governmental agencies.

Any new intergovernmental agreement must be approved and signed by the Recreation District Board of Commissioners.

The requirements for an intergovernmental agreement are the following:

1. Group must be a governmental agency. The event/usage must be directly conducted by the agency. Insurance must be through the governmental agency, naming Recreation District #1 as additional insured. Side groups of the governmental agencies such as the deputies association, school PTA's, proms, "friends of" groups, do not qualify.
2. Group must be able to provide reciprocal services to the Park/District. This means that at some time, that the rental agency would provide services to the Park at value of their rental.
3. The sponsored event cannot generate revenue. For example: a fundraiser, trade show with entrance fee or booths sold, collect gate fees, take up a collection, request donations at the door, etc. would not be eligible.
4. *Group may only reserve dates 6 months from the event date.*

To date, we have established intergovernmental agreements with the following agencies:

- State Hospitals**
- State Parks**
- St. Tammany Parish School Board**
- St. Tammany Parish Sheriff's Office**
- St. Tammany Parish**
- City of Mandeville**
- Fire District #4**

7 of 13

When an intergovernmental agreement is approved by Recreation District #1 and established, all fees are waived except direct out-of-pocket costs to the Park.

For The Castine Center Usage

Direct out-of-pocket costs would be items such as staffing (not including management or regular CC management/supervisors) for the event, caterers fee if applicable, excessive electrical fees and damages. The Park makes an exception for intergovernmental agency use and allows these agencies to set up and take down the park's tables and chairs themselves without cost. If the agency does not have the staff or chooses not to set up or take down the tables and chairs, then they will be billed the cost of the labor to do the work. The same applies to cleaning the facility, sweepin, take out trash, etc. all which must be done by the group prior to leaving the building. Park will use the floor machine afterwards at no cost.

For Use of the Fields and Gyms

Direct out of pocket costs would be items such as staff for the event, marking of fields, setting up goals or nets in the gym, etc. Group is expected to leave the facility clean of trash or the cost of staffing to clean after the event will be charged.

As part of the intergovernmental agreement, the agency must agree to acknowledge Recreation District #1's contribution to the event verbally to their guests during announcements and in written form, i.e., in advertisement, programs, flyers, etc. Written form must be at least 1" H X 3" W, must include our logos and be approved by the Director or the agency may choose one of the following statements:

1. Many thanks to Recreation District #1/Pelican Park and the Castine Center for providing this facility at no cost for this year's event.
2. _____ wish to thank Recreation District #1/Pelican Park and The Castine Center for their contribution to this year by allowing free use of the facilities for this event.
3. Recreation District #1/Pelican Park and The Castine Center are proud to sponsor this year's event by allowing free use of the facilities.

An annual letter is sent to all agencies recapping their savings throughout the previous year as a result of their intergovernmental agreement with Recreation District #1.

The intergovernmental agreement does not apply to use of the facilities within 45 days after a disaster. Emergency rates would apply if used within this 45 day period.

When an approved group with an intergovernmental agreement requests to book the Castine Center or fields, a copy of the contract/rental agreement and costs should be sent to the Recreation District Director for informational purposes.

2010 Intergovernmental Agreement

1657

CASTINE CENTER

63350 Pelican Drive Mandeville, LA 70448 (985) 626-7997 FAX (985) 626-9028

LICENSE AGREEMENT FOR USE OF THE CASTINE CENTER

Issued: Jun 4, 2010

CONTRACTING PARTIES

Organization: St. Tammany Parish Government (Licensee)

Organized under the laws of the State of Louisiana

Name of Event: Employee Holiday Luncheon

Address: P.O. Box 628 Covington LA 70434

Phone: 898-3068 Fax: _____ Email: _____

Contact Person: Kay Koppert Title: _____

Date: <u>Dec 17, 2010</u>	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____
Halls A B C D <input checked="" type="checkbox"/>	Halls A B C D _____	Halls A B C D _____	Halls A B C D _____	Halls A B C D _____	Halls A B C D _____
Conf Rooms E F <input checked="" type="checkbox"/>	Conf Rooms E F _____	Conf Rooms E F _____	Conf Rooms E F _____	Conf Rooms E F _____	Conf Rooms E F _____
Kitchen Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/>	Kitchen Yes No _____	Kitchen Yes No _____	Kitchen Yes No _____	Kitchen Yes No _____	Kitchen Yes No _____
Move In Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/>	Move Out Yes No _____	Move Out Yes No _____	Move Out Yes No _____	Move Out Yes No _____	Move Out Yes No _____

DEFINED TERMS: Whenever used in this agreement, the term "District" shall mean and refer to Recreation District No. 1, St. Tammany Parish, engaged in the business of managing the Castine Center ("Center"). This agreement shall have no force of effect whatsoever unless it is executed by Licensee and returned to the business of managing the Castine Center ("Center"). This agreement shall have no force of effect whatsoever unless it is executed by Licensee and returned to the District with the required deposit within seven (7) days after the date of issuance and approved by the Manager. Licensee shall sign this agreement in the space(s) provided and by said acceptance, Licensee shall covenant and agree that it will perform or abide by each and every item and/or restriction and/or limitation of this agreement.

NEW OFFICERS or AGENTS: If contact or responsible persons for Licensee change from the time this agreement is signed, Licensee agrees to notify the District of such change. Should Licensee fail to comply with this request, the District may cancel this agreement as noted under "Cancellation."

COVERED BY THIS AGREEMENT: In accordance with the Rules and Regulations of the Castine Center, the Manager hereby issues this license agreement granting Licensee permission to use space in the Castine Center on the dates specified. In consideration of the Licensee Fee, the District grants Licensee permission to use the licensed premises, as described below, for a Employee Party, and for no other purpose. Unless otherwise specified in writing, this agreement is for limited use of specified areas of the facility only. Basic building services are provided by the Castine Center in the basic license fees for the facility, specifically, these services include heating, air conditioning, ventilation, and lighting, during move-in, set-up, event, and move-out times only. Basic building services needed outside normal building hours for these agreement periods will be charged separately as an additional fee to Licensee. All other services and equipment rentals will represent an additional charge to Licensee as detailed in the fee schedule.

SIMULTANEOUS EVENTS AND COMMON AREAS: Licensee is hereby notified that other events may be scheduled in the facility during the same times represented by this agreement. Furthermore, Licensee is notified that Administrative offices for the District and the Center are located in this building, and that the concourse of this building and all parking areas will remain available to all park users during all park operating hours. All "common areas" including lobby or concourse space, rest rooms, hallways, patios, interior and exterior signage space, wall and hanging space, walkways, parking facilities, loading bays and service areas, and administrative offices, will remain under the exclusive control of the Castine Center Manager. In the event that Licensee hires a band or D.J. for this function, or uses amplified sound for any purpose, it will be Licensee's responsibility to assure that the volume of the sound does not adversely affect other functions in the building. Should noise levels interfere with other functions, the band, D.J. or other source of noise will be asked to reduce the volume or cease operation.

ASSIGNMENT: Licensee hereby agrees that it shall not sublet or assign its licensed space in this facility or any of its rights in this agreement without the prior written consent of the District.

WARRANTY: The District makes no warranty as to the fitness of the Center for any use. It does not warrant the effectiveness or condition of any equipment. Licensee's representative(s) should inspect the Center prior to signing this agreement, to make sure the Center is suitable for the event for which it is being rented. In any case, the District's total liability shall not exceed the fees charged for the license of the space covered in this agreement.

DEPOSITS: Deposits serve to secure the reservation and to defray the costs of damage or loss sustained to the premises as a result of this event, and are never discounted. Reservations are made on a first-come, first-served basis, with the receipt of deposit monies at the Castine Center office along with this signed agreement being the determining factor for precedence. No other conversation or communication will constitute a hold on space. In the case of a cancellation or agreement being the determining factor for precedence. Licensee will not be entitled to a refund of any portion of the deposit. In the case of a reduction in this reservation, less than one year prior to the event date, the damage deposit will be refunded. Upon arriving at the Castine Center, cancellation or reduction of this reservation more than one year before the event date, the damage deposit will be refunded. A checklist will be representative(s) of Licensee, will tour the building with a Castine Center representative and identify any damage or problems that may exist. A checklist will be used to document this inspection. Licensee will not be held responsible for conditions existing at the time of this walk-through. Before final departure from the building, the Licensee's representative(s) and the Castine Center's representative(s) will again tour the building and conduct an exit survey of the building conditions. Licensee will be held responsible for any damage or loss to the building, building systems, and moveable property, resulting from Licensee occupation of the building. This survey will not be considered final until the building operations staff has conducted an inventory on the first business day following the end of the event. Licensee will be held responsible for any damage caused by third-party contractors. The District will notify the customer within ten (10) business days the extent of any damage or loss. Payment to repair any damage or loss will be deducted from the damage deposit on hand. Should the costs exceed the deposit on hand, Licensee agrees to remit any excess within ten (10) business days of notice.

PAYMENT: Licensee agrees to pay to the District fees for facilities used in accordance with the specified rates as well as any additional fees, which may be applicable for services and/or equipment provided by the Center. The space license fee and equipment, service and special fees shall be due and payable no later than 14 days prior to the event. In no case shall there be any access to the Castine Center by Licensee or its agents until the full space, equipment, service and special fees have been paid, and the Certificates of Insurance coverages and any required licenses are received by the District and verified. In order to properly service all events scheduled at the Castine Center, time is of the essence, and move-in and move-out times will be strictly enforced. The Center is rented to users on a daily basis. Any access to the building during any part of a day will constitute usage. If pre-event set-up time or post-event break-down time is required, Licensee will be responsible for scheduling and paying for the time needed. Any access to the Castine Center outside of the normal operating hours will require the hiring of after-hours event staff.

FLOOR PLAN LAYOUT: A final floor plan layout from the Licensee will be received by the Castine Center within 10 calendar days of the date of the Licensee's event. A penalty charge of \$100.00 per day will apply against the Licensee for each day that the floor plan layout is not received by a Castine Center representative.

EQUIPMENT FEES: Tables, chairs and staging used for events must be rented from the Castine Center. Set-up and take-down of this equipment is included in the price quoted for rental. In the event that the Center is unable to provide the full number of tables, chairs and/or staging required for this event, Licensee will be allowed to bring third-party equipment into the Castine Center, at Licensee's sole expense, for this event only, and will provide a detailed inventory of outside equipment to be used provided to the Center before any equipment is brought on-site. Equipment other than tables, chairs and staging used for this event may be rented from third parties, brought to the Center and set-up by either the equipment provider or Licensee. Castine Center personnel will not be available for assistance in setting up or taking down any of this equipment referred to in this paragraph, and there will be no charge to Licensee from the Castine Center associated with this equipment. All third-party equipment will be clearly marked, and will be brought into the Center at Licensee's risk. The Castine Center accepts no responsibility for loss or damage to any third party equipment brought to the Center, and third-party equipment must be removed from the site by Licensee by the move-out time indicated in this agreement. A final bill for equipment, services, and space licenses will be calculated following receipt of the floor plan layout. The count of tables and chairs will be confirmed by Center staff after set-up. Once set-up, tables and chairs will be charged to the Licensee. Additions to the equipment specified in the layout will be billed after the event. Deposit will not be returned until the final invoice is paid. If additional space or services are added to this reservation, charges will be assessed based on the rates in effect at the time of the request for additional space / services is made.

PRICE SHEET: All prices are subject to change, are applicable to this agreement and are made part hereof as though printed in their entirety. By signing this agreement, Licensee acknowledges receipt of the current price sheet and understands prices are subject to change. IK Initial

RULES AND REGULATIONS: All terms and provisions contained in the RULES AND REGULATIONS pertaining to the Castine Center are applicable to this agreement and are made part hereof as though printed in their entirety. By signing this agreement, Licensee acknowledges receipt of a copy of the RULES AND REGULATIONS and agrees to abide by them. Licensee also acknowledges and agrees to the terms and conditions of this Licensee Agreement. IK Initial

LICENSEE

By its authorized representative(s)

Print Name _____

Signature [Signature]

Title _____

Date 6/9/10

Recreation District No. 1

By its authorized representative

[Signature]
MANAGER

Date 6-14-10

11/02/13

TICKETING and BOX OFFICE: Licensee agrees to control the number of persons inside the portion of the building rented for this event to the safe capacity of this portion of the facility as established by legal restrictions and Center Management. Licensee will be responsible for printing and selling tickets. Licensee will allow each District Commissioner, the District Director, and the Center Manager, each with a companion, to enter the event without the purchase of a ticket. Licensee will provide admission for 50 persons for center and park staff to any tradeshow at no charge.

VACATING OF PREMISES: It is assumed that time is of the essence on all usage of this facility. If Licensee fails to surrender the premises of the Facility at the expiration of the time periods for use stated herein, then the Facility may remove from its premises all effects remaining thereon and store the same wherever it sees fit at Licensee's cost, expense, and risk. The Facility shall not be liable to Licensee on account of so removing and so storing such effects. For such additional periods as any effects of Licensee's remain at the Facility, Licensee shall pay to the Facility double the rate for the space involved. In addition, Licensee may be liable to the Facility for any claim of damages suffered by the Facility resulting from Licensee's failure to surrender the premises to the Facility as agreed. When Licensee vacates the premises, all items belonging to Licensee shall have been removed from the building and Recreation District No. 1's property.

RADIO AND TELEVISION: Licensee shall not televise, broadcast or allow to be televised or broadcast any scheduled event to be conducted at the Castine Center under the terms of this Agreement without prior written approval of the Facility Manager, and if Licensee agrees to pay the Facility an additional fee of 25% of the consideration received for the privilege of telecasting or broadcasting the event, in addition thereto, Licensee shall pay all costs in connection with such broadcasting or televising of such Event.

CANCELLATION: If Licensee cancels its commitment to use the dates and space outlined herein, the deposit will be forfeited as outlined in "DEPOSITS" section of this license agreement.

COPYRIGHT INFRINGEMENT: Licensee will assume all costs arising out of or from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated into an event. Licensee shall indemnify and hold harmless the District and the Castine Center from any claims arising out of or from the use of any copyrighted materials.

LIABILITY: Licensee is liable for the negligence of all members of its organization, and the negligence of its employees, contractors, and guests. Licensee shall indemnify, protect, defend and hold harmless the District for any loss it may suffer because of Licensee's negligence. The District's liability to Licensee will be limited to an amount equal to the payment of space license fees for the space listed in this agreement only.

INDEMNITY: Licensee agrees to conduct its activities upon the premises so as to not endanger any person or property and agrees to indemnify, protect, defend, reimburse and hold harmless the Castine Center, the District, and their respective directors, managers, employees, commissioners, shareholders, partners, agents, contractors, sub-contractors, experts, attorneys, Licensee's affiliates, mortgagees, trustees, successors, assigns, and invitees of such persons, from and against any and all liabilities, claims, demands, causes of actions, orders, directives, and/or judgments for money, losses, costs and expenses, including attorney's fees and court costs, associated with, arising from or out of the activities conducted by Licensee, its agents, members, and/or guests pursuant to and in accordance with this agreement. This indemnification and hold harmless obligation shall include, but not limited to, the burden and expense of defending all claims, suits, administrative proceedings, even if such claims, suits, or proceedings are groundless, false or fraudulent, and conducting all negotiations of any description, and paying and discharging, when as the same become due, any and all judgments, penalties and other sums due against such indemnified persons.

INSURANCE: Thirty (30) days prior to the time Licensee is entitled to any right of access to the Castine Center, Licensee and shall procure, pay for, and maintain (during the entire term of the period of use) the minimum insurance coverages outlined in Paragraph (A) below and shall furnish the District a copy of an executed certificate of all required insurance coverage, naming Recreation District #1 as additional insured. All coverage shall be issued by an insurance company duly authorized to conduct business in the State of Louisiana and with A.M. Best rating of A: VII or better. (All insurance coverages are subject to approval by the District).

A) **Minimum Insurance Coverage Required:** (1) Comprehensive General Liability Insurance (Broad form) or Commercial General Liability Insurance including Personal Injury Liability, Independent Contractor's Liability, and contractual Liability, covering, but not limited to, the liability assumed under the indemnification provisions of this agreement with limit of liability for bodily and property damage of not less than \$1,000,000 combined single limit. (2) Workers Compensation and Employer's Liability Insurance shall be provided with Louisiana Statutory Limits that will protect the District from claims under the Louisiana Worker's Compensation Act. The limit of liability under the Employers Liability Section of the Workman's Compensation Insurance policy(ies) required hereunder shall be in the amount of: Bodily Injury by Accident - \$100,000 each accident; Bodily Injury by Disease - \$500,000 policy limits. Bodily Injury by Disease - \$100,000 each employee. (3) Comprehensive Motor Vehicle Liability Insurance shall be provided with limits of not less than \$500,000 for each occurrence. Such insurance shall include coverage for loading and unloading hazards. (4) Fire Legal Liability - Fire Legal Liability in the amount of \$100,000 is required.

B) **Endorsements:** Each insurance policy shall include the following endorsements; the terms of this insurance is for the duration of the agreement period which includes the period from right of access through the period allowed for removal of property. Thirty (30) days notice of cancellation or material change will be given to the Castine Center and the District shall be named additional insureds, and shall be so stated on the certificate(s) of insurance. Licensee's insurer(s) shall have no right of recovery against the Castine Center, or the District. This waiver of subrogation will be included on all policies and shall be so stated on all certificate(s) of insurance. The insurance policies shall protect all parties to the agreement and be primary coverage for all losses covered by the policies. Companies issuing the insurance policies shall have no recourse against the Castine Center, or the District for payment of any premiums or deductibles, which is the sole responsibility of Licensee. The term "Other Valid and Collectible Insurance" shall not apply to the insurance coverage carried by the Castine Center, or the District.

SAFETY and ADDITIONAL SECURITY: 2 St. Tammany Parish Deputies are required for your event. When alcohol is served, certain youth events and concerts, Recreation District No. 1 requires the presence of one or more uniformed Deputies for the entirety of the event. Licensee is required to secure the detail and will pay the deputies directly at the end of the event. Security must be scheduled to arrive ½ hour prior to the opening of the doors for the event and must remain until ½ hour after the official ending time of the event. Licensee shall be responsible for all other security in the areas of the facility rented under this license. Licensee shall be solely liable for the acts and conduct of all persons for or on behalf of Licensee and Licensee agrees to maintain at all times, at its own expense, security forces as are deemed necessary by the facility manager to maintain order and to protect persons and property. Initial

UNAVAILABILITY OF PREMISES: In the event that the Premises contracted hereunder or any portion thereof are not available for occupancy upon commencement or during the term of the agreement due to fire, casualty, acts of God, national emergency, civil disorder, or other cause beyond the control of the District, Licensee hereby waives any claim against the District for damages by reason of the unavailability of the premises. Any unearned portion of the fees for the Castine Center, or affected area hereunder, shall abate, or if previously paid, will be refunded by the District to Licensee.

DEFAULT: If Licensee defaults on any payment of fees or other obligation under this agreement, the District will have the option to cancel this agreement and/or to evict Licensee, its employees, exhibitors, contractors, attendees, etc. from the premises, and the management of the District will have the right to re-enter the premises with or without process of law. Licensee agrees to peacefully give up possession of the premises and to pay the full amount of the rental and other applicable charges. If a default is made by Licensee or the District on the performance of any of the material covenants or agreements hereof and said default is not cured or remedied to the satisfaction of either party within a reasonable time after notice thereof, the following procedures in the sequence indicated will be undertaken to remedy it: (A) Negotiation; (B) Alternative Dispute Resolution (a non-binding arbitration program); (C) Litigation. Any proceedings instituted under B and C above must be instituted in the Twenty-second Judicial District Court, St. Tammany, State of Louisiana.

A) Reasonable notice and time to cure or remedy an agreement default do not apply to situations involving personal safety, immediate waste, and damage to the facilities.

B) In any dispute arising between Licensee and the facility relating to this license agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and all related costs to the resolution / litigation of the problem.

C) The filing by or against Licensee of a petition of bankruptcy or insolvency, or for reorganization or arrangement, or for appointment of a receiver or trustee of all or a portion of Licensee's property, or making of an assignment for benefit of creditors or Licensee shall constitute a default under this agreement, and the above mentioned notice period and procedures shall not be required in such a case.

COMPLIANCE WITH REGULATIONS: Licensee shall comply with all laws, ordinances and regulations adopted or established by Federal, State, Local or Municipal governmental bodies. Licensee shall obtain all permits or licenses required by laws, ordinances, and rules and regulations, including, but not limited to, business licenses, liquor licenses, etc. Copies of all licenses and permits must be provided to the District within 30 days prior to the event date.

COMPLETE AGREEMENT: The parties hereto agree that the terms and conditions of this agreement, including any addendums attached hereto set forth the entire agreement of the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties, and that this agreement cannot be changed or modified except by written instrument signed by both the District and Licensee.

ENFORCEMENT OF TERMS: The District's failure to strictly enforce any term or condition of this agreement shall not operate as a waiver of any of the District's rights hereunder and shall not preclude the District from the subsequent enforcement of any such term or condition.

NOTICE: Notice under this agreement shall be given by hand delivery, receipt required, or by certified mail, return receipt required, or by certified mail, return receipt requested. In the case of the Castine Center, addressed to: The Castine Center, 63350 Pelican Drive, Mandeville, LA 70448.

In the case of Licensee, addressed to the contracting organization and contact person listed at the beginning of this license agreement.

GOVERNING LAW AND VENUE: The parties hereby agree that this agreement shall be governed by and constructed under the laws of the State of Louisiana. In accordance with LSA-R.S. 13:5101 et. seq. no lawsuits or other judicial proceedings shall be instituted by Licensee in any court other than the Twenty-second Judicial District Court, St. Tammany, State of Louisiana. Licensee does by entering into this agreement waive any pleas of lack of jurisdiction of the Twenty-second Judicial District Court, St. Tammany, State of Louisiana.

SEVERABILITY: If any one or more of the provisions contained in this agreement shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not effect any other provisions of this agreement, and in such an event, this agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

NON-DISCRIMINATION: Licensee agrees that it will not discriminate against any persons in connection with admission, services, or privileges offered to or enjoyed by the general public because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion, or national origin.

A.D.A. REQUIREMENTS: The District is responsible solely for compliance with permanent building access requirements under the Americans With Disabilities Act requirements. Licensee and/or show management will be responsible for compliance with all non-permanent accessibility requirements such as aisles between movable seating or booths, auxiliary aids, and services.

SUB-CONTRACTORS: Licensee will not engage, hire or contract with third parties or sub-contractors without expressed written permission of the district.

SPECIAL TERMS: The District and Licensee hereby agree to the following special terms:

Intergovernmental Agreement - Direct Cost only

12 of 13

Chairman: Nixon Adams
Vice Chairman: Stephen R. Meyer, M.D.
Commissioner: Rick Danielson
Commissioner: William B. Mathews, Jr., J.D.
Commissioner: Warren Montgomery, J.D.
Commissioner: Tony Oramous
Commissioner: Bob Whelan
Director: Kathy Foley
Asst. Director: Kia Knight

THE
CASTINE  **CENTER**[®]
AT PELICAN PARK[®]

February 1, 2011

Kevin Davis
St. Tammany Parish Government
P.O. Box 628
Covington, LA 70434

Re: 2010 Intergovernmental Value

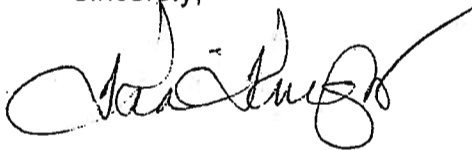
Dear Kevin :

Recreation District #1/Castine Center would like to thank you for holding your events here at our facility during this past year.

In the spirit of cooperation and good will, Recreation District #1 offers the use of the Castine Center, staff, tables and chairs needed at no charge through out intergovernmental agreement with St. Tammany Parish. The savings for the year 2010 was \$1,100.66 which includes billable charges of \$1,522.50 minus \$421.84 paid for direct costs to set up and break down your event.

We hope in the future that you will call on us whenever you are in need of a meeting room or event hall. We have enjoyed working with all the staff of St. Tammany Parish and look forward to doing so again soon.

Sincerely,



Kia Knight
Assistant Director
Recreation District #1

BANQUETS • CONVENTIONS • SPECIAL EVENTS • TRADE SHOWS • WEDDINGS

Recreation District No. One of St. Tammany Parish
63350 Pelican Drive • Mandeville, LA 70448 • PHONE: (985) 626-7997 • FAX: (985) 626-9028
www.castinecenter.com

13 of 13