

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE
ST. TAMMANY PARISH GOVERNMENT AND THE
ST. TAMMANY PARISH SCHOOL BOARD
(Staging Area at STP Fairgrounds)**

This Cooperative Endeavor Agreement (“Agreement”) is made and entered into on the day, month and year set forth herein below, pursuant to Article VII, Section 14(C) of the Constitution of the State of Louisiana which provides that political subdivisions may engage in cooperative endeavors for a public purpose, and further by Sections 1-04, 1-06, 3-01 and 3-09 of the Home Rule Charter of St. Tammany Parish, by and among the following parties:

ST. TAMMANY PARISH GOVERNMENT, a political subdivision of the State of Louisiana and the governing authority of St. Tammany Parish, whose mailing address is P.O. Box 628, Covington, LA, 70434, herein appearing by and through Patricia P. Brister, its Parish President, duly authorized (hereinafter referred to as “Parish”); and

ST. TAMMANY PARISH SCHOOL BOARD, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 940, Covington, Louisiana 70434, herein appearing by and through W.L. “Trey” Folsie, III, its Superintendent, duly authorized (hereinafter referred to as “School Board”); and

The above captioned parties hereinafter may be collectively referred to as “Parties” and individually as “Party”, who jointly enter into this Agreement with the intent and desire to better serve all the citizens, the communities of this Parish and the general public at large to fullest extent of the law:

WHEREAS, Parish owns the St. Tammany Parish Fairgrounds, generally located at the intersection of North Florida Street and West 33rd Avenue in Covington (the “Fairgrounds”); and

WHEREAS, School Board desires to procure temporary use of a gravel parking lot (the “Staging Area”) located near the north end of the Fairgrounds and contiguous to Lyon Elementary School, as generally depicted on Exhibit “A” attached hereto for storage of material and/or equipment during construction of improvements at Lyon Elementary School; and

WHEREAS, Parish desires to allow School Board use of the Staging Area during the construction of school improvements, and both Parties desire to enter into this Agreement for the purpose of setting out each Party’s duties and obligations in the furtherance of this project.

NOW THEREFORE, in consideration of the mutual benefits and covenants contained in this Agreement, the Parties agree and bind their respective offices as follows:

1. **Public Purpose:** The Parties to this Agreement acknowledge and agree that the public purpose for this Agreement is use of space for construction/renovation of a public school, which will improve the facility, learning environment and educational opportunities of

the children of St. Tammany Parish. The Parties have determined that (a) the usage granted pursuant to this Agreement is for a public purpose that comports with a governmental purpose that Parish may pursue; (b) the use, taken as a whole, is not gratuitous; and (c) Parish has a reasonable expectation of receiving at least equivalent value in exchange for the use.

2. School Board Obligations:

2.1 School Board shall use the Staging Area only as a temporary staging area for the purpose of storing of construction materials and/or equipment, all as more fully described herein.

2.2 School Board shall immediately report by telephone any incidents involving the Staging Area to Parish's Facilities Department, whose phone number is (985) 898-2792.

2.3 School Board acknowledges and agrees that Parish shall neither pay nor provide any security, lighting, utilities, equipment, fencing and/or maintenance at the Staging Area. Should such services be desired, School Board may procure same at its sole cost and expense.

2.4 School Board shall carry in full force and effect at all times during the term of this Agreement insurance coverages in sufficient limits and levels necessary to protect it, its agents, directors, officers, employees, volunteers, its contractors and/or subcontractors, as well as St. Tammany Parish Government, its elected and appointed officials, directors, officers, agents, servants, attorneys, employees, volunteers, together with their agents, representatives, assigns, insurers and reinsurers, and all other interested third parties, from any and all claims for bodily injury, death or property damage as well as from claims under the workers' compensation acts.

2.4.1 The insurance coverages shall be underwritten by insurance companies with an A.M. Best rating of no less than A-, Category VII and shall be authorized to do business in the State of Louisiana, and should include, but may not be limited to: Commercial General Liability, Business Automobile Liability, Workers' Compensation/ Employers Liability, and an Excess or Umbrella Policy that follows form for all liability coverages. St. Tammany Parish Government reserves the right to review and approve all insurance coverages.

2.4.2 School Board shall have St. Tammany Parish Government named as an additional insured on the liability insurance policies and the policies shall be endorsed to provide a waiver of subrogation in favor of St. Tammany Parish Government. The insurances affected by this Agreement shall be written on a primary and non-contributory basis. All insurance policies shall provide that insurance shall not be canceled without thirty (30) days prior notice of

cancellation given to the Parish, in writing. School Board shall present evidence of said insurance coverages to the Parish on or before the commencement of this Agreement, and thereafter annually on or before each policy expiration.

2.5 In its use of the Staging Area, School Board shall comply with all applicable governmental laws, rules, regulations, licensing and requirements.

2.6 After expiration or earlier termination of the Term (defined below), School Board shall restore the Staging Area to the condition existing as of the commencement of this Agreement.

2.7 School Board agrees to indemnify and hold harmless the Parish and its officers, directors, employees, agents, contractors, vendors and all others, of and from and against any and all liability including, but not limited to, claims, demands, losses, suits, damages, judgments, costs and expenses whether, indirect or consequential and including, but not limited to, all fees, expenses and charges of attorneys and other professionals, as well as court costs and expenses, for any its actions or inactions arising out of, in connection with, or that may arise as a result of the School Board's use of the Staging Area, whether such claims are made by way of indemnity, contribution, subrogation or otherwise. However, nothing in this Cooperative Endeavor Agreement shall create any rights in third parties, or obligations on the part of the School Board in favor of third parties not otherwise provided in accordance with law and in this Cooperative Endeavor Agreement.

3. Parish Obligations

3.1 Parish agrees to allow the School Board to utilize the Staging Area as a temporary staging area for the purpose of providing a storage area for construction materials and/or equipment and to allow the School Board and its Contractor ingress and egress on Parish right of ways or Fairgrounds roads to the Staging Area

4. Term

4.1 The term of this Agreement shall begin upon issuance of a notice to proceed by School Board to its contractor and end thirty (30) days following issuance of a notice of substantial completion of the construction/renovation by School Board at Lyon Elementary School (the "Term").

5. Miscellaneous Provisions

5.1 Time is of the essence and the performance of the terms and conditions hereof shall be held in strict accordance with the times and dates specified herein.

5.2 That the Parties agree, in the event of default, dispute, and/or litigation, that each Party shall be responsible for their respective attorney fees, expert costs, court costs, and any other related expenses.

5.3 Any claim or controversy arising out of this Agreement shall be resolved as per Louisiana law. Exclusive venue and jurisdiction shall be in the 22nd Judicial District Court for the Parish of St. Tammany.

5.4 No Party herein shall assign any interest in this Agreement (whether by assignment or novation).

5.5 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and approved and executed by all Parties prior to the alteration, variation, modification or waiver of any provision of this Agreement.

5.6 If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, that clause or term shall be severable and the remainder of the Agreement shall remain in full force and effect.

6. **Notices.** Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage pre-paid by First Class Mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopier or other similar form of electronic transmission confirmed by written confirmation mailed (postage pre-paid by First Class Mail, registered or certified, return receipt requested or private, commercial carrier, express mail such as Federal Express) at substantially the same time as such rapid transmission. All communications shall be transmitted to the address or number set forth below or such other addresses or numbers to be named hereafter designated by a party in written notice to the other party compliant with this section.

If to the School Board:
Superintendent W.L. "Trey" Folsie, III
St. Tammany Parish School Board
P.O. Box 940
Covington, LA 70434

If to Parish:
President Patricia P. Brister
St. Tammany Parish Government
P.O. Box 628
Covington, LA 70434

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in multiple originals by the hereunder signed officers, each in the presence of the undersigned two (2) competent witnesses in St. Tammany Parish, State of Louisiana, as of the dates set forth, below after diligent reading of the whole, in various counterparts.

THUS DONE AND SIGNED on the 1-9-2015 day of ~~December~~, ~~2014~~ in the presence of the undersigned witnesses.

WITNESSES:

ST. TAMMANY PARISH
GOVERNMENT

Theresa M. [Signature]
Signature

BY: Patricia P. Brister
PATRICIA P. BRISTER
PARISH PRESIDENT

Kelly M. Babalais
Print Name

Lindsey Lentant
Signature

Trilby Lentant
Print Name

THUS DONE AND SIGNED on the 11th day of December, 2014 in the presence of the undersigned witnesses.

WITNESSES:

ST. TAMMANY PARISH SCHOOL
BOARD

Karen L. Randolph
Signature

BY: W.L. "Trey" Foise, III
W.L. "Trey" Foise, III
Superintendent

Karen L. Randolph
Print Name

Karrel Z. Weathers
Signature

Karrel Z. Weathers
Print Name

**EXHIBIT "A"
STAGING AREA**

