

**COOPERATIVE ENDEAVOR AGREEMENT**

**UNITED STATES OF AMERICA**

**BY: EAST SIDE ST. CHARLES PARISH  
VOLUNTEER FIRE DEPARTMENT, INC.**

**PARISH OF ST. CHARLES**

**AND ST. CHARLES PARISH**

**ST. CHARLES PARISH**

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This Cooperative Endeavor Agreement (“CEA”) is made and entered on the dates set out below by and between the East Side St. Charles Parish Volunteer Fire Department, Inc., represented herein by its duly authorized representative Donald Peyton, Fire Chief, and St. Charles Parish, represented herein by its duly authorized President, Matthew Jewell.

**WITNESSETH:**

**WHEREAS** St. Charles Parish owns real property with improvements thereon located at 110 Ducayet Drive, Destrehan, Louisiana; and

**WHEREAS** St. Charles Parish intends to demolish the single-family residence located at 110 Ducayet Drive, Destrehan, Louisiana so that it can use the real property for drainage purposes; and

**WHEREAS** The single-family residence and its impending demolition provide a unique opportunity for the East Side St. Charles Parish Volunteer Fire Department, Inc. to train its members in conditions which replicate actual conditions which it faces when fighting fires in single family residences; and

**WHEREAS** St. Charles Parish desires to allow the East Side St. Charles Parish Volunteer Fire Department, Inc. to do certain destructive training at the property located at 110 Ducayet Drive, Destrehan, Louisiana; and

**WHEREAS** Article VII, Section 14C, of the Louisiana Constitution of 1974 provides that, “For a public purpose, the State and its political subdivisions or political corporations 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** East Side St. Charles Parish Volunteer Fire Department, Inc. is a Louisiana non-profit corporation providing fire protection to the residents of St. Charles Parish; and,

**WHEREAS** East Side St. Charles Parish Volunteer Fire Department, Inc. regularly trains its members on the proper methods and techniques of fire protection; and

**WHEREAS** this CEA will mutually benefit both East Side St. Charles Parish Volunteer Fire Department, Inc. and St. Charles Parish, and will contribute to the health, welfare and safety



of the citizens of St. Charles Parish by providing opportunities for certain training by the East Side St. Charles Parish Volunteer Fire Department, Inc.

**NOW, THEREFORE,** the parties hereto agree as follows:

1. St. Charles Parish agrees to provide to East Side St. Charles Parish Volunteer Fire Department, Inc. access to the home located at 110 Ducayet Drive, Destrehan, Louisiana for three separate training events.
2. St. Charles Parish agrees that two training events by the East St. Charles Parish Volunteer Fire Department, Inc. will take place on Tuesday, May 4, 2021 and Tuesday May 11, 2021 beginning at 6.30 P.M. and ending on or before 9 P.M. on both days.
3. East St. Charles Parish Volunteer Fire Department, Inc. agrees that the two training events to take place on the Tuesday nights will be non-destructive events.
4. St. Charles Parish agrees that the third and final training event by East St. Charles Parish Volunteer Fire Department, Inc. will be a destructive training event and take place on Saturday, May 15, 2021, beginning at 9 A.M. and ending on or before 3:00 P.M.
5. East St. Charles Parish Volunteer Fire Department, Inc. agrees to notify in writing St. Charles Parish and all neighboring residents of the training dates and times and the nature of the training.
6. The East St. Charles Parish Volunteer Fire Department, Inc. agrees to secure and maintain at its expense such insurance that will protect it and St. Charles Parish from claims for bodily injury, death or property damage which may arise from the use of the property as a result of the three training events noted above.
7. St. Charles Parish shall be named as an additional insured on the general liability insurance policy.
8. All certificates of insurance shall be furnished to St. Charles Parish and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to St. Charles Parish.
9. East St. Charles Parish Volunteer Fire Department, Inc. shall indemnify and hold harmless St. Charles Parish, its employees, agents and representatives, against any and all claims, demands, suits or judgments for sums of money to any party for loss



of life or injury or damages to person or property growing out of, resulting from or by any reason of any negligent act by the East St. Charles Parish Volunteer Fire Department, Inc., its employees, agents, servants, volunteers or representatives while engaged upon or in connection with the Cooperative Endeavor Agreement.

10. East St. Charles Parish Volunteer Fire Department, Inc. agrees that the stand-alone Garage located at 110 Ducayet Drive, Destrehan, Louisiana, does not form a part of the Cooperative Endeavor Agreement and further agrees that no part whatsoever of the three training events mentioned in this agreement shall take part in or around said Garage.

**WITNESSES:**

Madeline Fisher  
Madeline Fisher

Dawn H. Higdon  
DAWN H. HIGDON

Samantha de Castro  
Samantha de Castro

Darrin J. Duhé  
DARRIN J. DUHE

**EAST SIDE ST. CHARLES  
PARISH VOLUNTEER FIRE  
DEPARTMENT, INC.**

Geneal [Signature]  
**BY:**

**TITLE:** Fire Chief

**ST. CHARLES PARISH**

Matthew Jewell

**BY: MATTHEW JEWELL**

**TITLE: PARISH PRESIDENT**

