

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "**Agreement**"), which shall be dated and effective as of December 17, 2025, is by and between:

THE ARC OF ST. CHARLES (the "**ARC**"), a non-profit corporation organized under the laws of the State of Louisiana and a tax-exempt charitable organization recognized under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**"), represented and appearing herein through its duly authorized representative; and

The **PARISH OF ST. CHARLES, STATE OF LOUISIANA** (the "**Parish**," and together with the ARC, the "**Parties**"), a political subdivision of the State of Louisiana, represented and appearing herein through its duly authorized representative.

THE PARTIES HEREBY MAKE THE FOLLOWING FINDINGS AND DECLARATIONS:

WHEREAS, pursuant to an ordinance adopted by the Parish Council of the Parish of St. Charles, State of Louisiana, on December 15, 2025 (the "**Ordinance**"), the Parish has issued its Three Million Seven Hundred Thirty-Five Thousand Dollars (\$3,735,000) Limited Tax Bond (ARC), Series 2025 (the "**Bonds**"), for the purpose of constructing facilities associated with The ARC of St. Charles for all people with intellectual and developmental disabilities in the Parish and paying the costs of issuance thereof; and

WHEREAS, the Parish desires to make a grant of the proceeds of the Bonds to the ARC upon the condition that the ARC uses the proceeds of said grants solely and exclusively for the purposes for which the Bonds were issued; and

WHEREAS, the Parish wishes to enter into this Agreement to grant the proceeds of the Bonds to the ARC to be used exclusively to pay costs of constructing facilities associated with the ARC for all people with intellectual and developmental disabilities in the Parish (the "**ARC Project**"), which use shall satisfy the purposes specified in the Ordinance; and

WHEREAS, the Parties desire to effectuate this Agreement to provide for the grant of the proceeds of the Bonds from the Parish to the ARC and the use of said proceeds by the ARC for the ARC Project;

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the parties hereto, it is hereby agreed by and between the Parties as follows:

SECTION 1. **Defined Terms**. Capitalized terms used but not defined herein shall have the meanings given such terms in the foregoing Findings and Declarations of this Agreement.

SECTION 2. **Use of Bond Proceeds.** The Parish will retain \$ \$98,993.50 of the proceeds of the Bonds to pay the costs of issuance associated with the Bonds. The Parish hereby grants the remaining proceeds of the Bonds to the ARC (the "***Grant***"), said proceeds to be used solely and exclusively for the ARC Project.

SECTION 3. **Expenditure of Grant Proceeds.** The ARC covenants that it will proceed with due diligence to expend the proceeds of the Grant for the ARC Project not later than December 1, 2027. The ARC shall notify the Parish in writing no later than June 1, 2027, if it does not expect to expend all Grant proceeds by December 1, 2027. Such notification shall include the amount of and the ARC's plan to expend all of the remaining Grant proceeds.

SECTION 4. **Reporting to Parish.** On December 1, 2027, or upon the expenditure of all of the Grant proceeds, whichever occurs first, the ARC shall provide a report to the Parish detailing the expenditure of the Grant proceeds, including the purposes for which said expenditures were made and the recipients thereof. Additionally, the ARC shall provide, upon request, any additional information which the Parish may determine is necessary to assist the Parish in complying with any certificate or covenant with respect to the Bonds.

SECTION 5. **No Disposition.** The ARC shall not sell, transfer, or otherwise dispose of any of the facilities financed with the Grant proceeds prior to March 1, 2035, except such minor parts or portions thereof as may be disposed of due to normal wear and tear and obsolescence.

SECTION 6. **Covenant as to Continued Existence.** The ARC covenants that on the date hereof it is, and throughout the period ending on March 1, 2035, it will be and remain, a non-profit corporation organized under the laws of the State of Louisiana and a tax-exempt charitable organization recognized under Section 501(c)(3) of the Code.

SECTION 7. **Effective Date.** This Agreement shall be effective as of the date set forth above.

SECTION 8. **Beneficiaries.** Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the Parish and the ARC any right, remedy or claim under or by reason of this Agreement or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements contained herein shall be for the sole and exclusive benefit of the Parish and the ARC.

SECTION 9. **Successors and Assigns.** Whenever in the Agreement any party or governing authority is named or referred to, it shall be deemed to include its successors and assigns and all the covenants and agreements contained herein shall bind and inure to the benefit of said successors and assigns whether so expressed or not.

SECTION 10. **Severability.** In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date hereof which validates or makes legal any provision of this Agreement which would not otherwise be valid or legal shall be deemed to apply to this Agreement.

SECTION 11. **Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which constitute but one and the same instrument.

SECTION 12. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

SECTION 13. **Legal Compliance.** The Parties shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (La. R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement.

SECTION 14. **Captions.** The captions or headings in this Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

SECTION 15. **Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or sent by registered or certified mail, postage prepaid, or by overnight courier service to the Parish and the ARC at its respective principal office. Either of the Parties may designate any further or different addresses, including those effective via electronic communication, to which subsequent notices, certificates or other communications shall be sent by notice in writing given to the other party, and may accept notices by facsimile or electronic mail.

SECTION 16. **Amendment.** This Agreement may be amended only by written agreement signed by the Parties hereto.

[Remainder of page intentionally left blank.]

THIS COOPERATIVE ENDEAVOR AGREEMENT is hereby executed in multiple counterparts as of the date aforesaid the undersigned authorized representatives of the ARC and the Parish.

THE ARC OF ST. CHARLES

By: _____
[], []

PARISH OF ST. CHARLES, STATE OF LOUISIANA

By: _____
Matthew Jewell, Parish President