

COOPERATIVE ENDEAVOR AGREEMENT

BY ST. CHARLES PARISH AND

ST. CHARLES PARISH PUBLIC SCHOOLS

This Agreement made and entered into on this ____ day of _____, 2026, by and between the following Parties:

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by Matthew Jewell, its President, duly authorized pursuant to Ordinance No. _____ adopted by the St. Charles Parish Council on the ____ day of _____, 2026, a certified copy of which is attached hereto and made a part hereof, and whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057, hereinafter referred to as the PARISH; and

ST. CHARLES PARISH PUBLIC SCHOOLS, a political subdivision of the State of Louisiana, herein represented by , its Superintendent, Ken Oertling, Ed.D., duly authorized pursuant to Resolution No. _____ of the St. Charles Parish School Board, on the ____ day of _____, 2026, and whose mailing address is 13855 River Road, Luling, Louisiana, 70070, hereinafter referred to as SCHOOL BOARD.

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974 provides in part 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, St. Charles Parish has an Easement from the Department of Army for an Access Road, Up Ramp, Single Lane Vehicle Carrying Bridge, 2 Pedestrian Bridges and a Parking Area adjacent to the Norco Elementary School located in the Bonnet Carre Spillway Project, Tract No. 120, Section 4 Township 12 South, Range 8 East, St. Charles Parish, Norco, Louisiana; and

WHEREAS, the term of said Easement is for twenty-five (25) years commencing on February 11, 2016, and expires on February 10, 2041; and

WHEREAS, St. Charles Parish uses its manpower to maintain said property including parking lot maintenance, grass cutting, landscaping, fencing, repairs, debris removal, and all walking bridges and general upkeep;

WHEREAS, said the St. Charles Parish Public Schools utilizes this above property for additional parking for its staff and parents, in addition to being used as a path for bus and vehicle drop offs during take in and dismissal; and

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

1. **TERM.** The PARISH hereby grants to the SCHOOL BOARD the free use and enjoyment of the property described above and more fully shown on Exhibit A and depicted in pink, attached hereto and made a part hereof, commencing on the date of execution of this Cooperative Endeavor Agreement and ending on February 10, 2041.
2. In consideration of the use of the property as outlined in the attached Exhibit A, the SCHOOL BOARD shall be responsible for all maintenance and upkeep of said property including but not limited to grass cutting, maintaining the gravel parking area, landscaping, fencing, and all walking bridges and general upkeep of the entire property.
3. **INDEMNIFICATION.** To the fullest extent allowed by law, the SCHOOL BOARD shall defend, indemnify and hold the PARISH, its officers, agents and employees, harmless from and against any and all claims, suits, liabilities, losses, expenses, liens, costs, demands, and causes of action of every kind and character including those of PARISH, its agents and employees for death, bodily injury, personal injury, damage or destruction of real or personal property, including costs, attorneys' fees and settlements arising out of or in any way connected with the negligent of the use of the subject property, by any negligent act or omission, whether performed under this Agreement, by any negligent act or omission, whether performed by the SCHOOL BOARD or any other person, agent, employee, invitee or licensee of the SCHOOL BOARD, whether resulting from or contributed to by the negligence in any form by its officers, agents or employees whether active or passive. Both parties agree that the provisions and limitation of La. R.S. 9:2780.1 and 38:2195 apply and are guiding when construing this Agreement. The insurance required to be maintained under this Agreement by the SCHOOL BOARD shall insure the performance of this indemnification as set forth herein, but nothing in the insurance shall in anywise limit the indemnification provided for hereunder. The SCHOOL BOARD shall pay all reasonable legal fees and costs incurred by the PARISH under this Agreement to enforcing indemnification articulated under this Section.
4. **INSURANCE.** The SCHOOL BOARD shall secure and maintain at his expense such insurance that will protect it and the PARISH, from claims for bodily injury, death or property damage which may arise from the use of the property in an amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
 - a. All certificates of insurance SHALL BE FURNISHED TO THE PARISH and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the PARISH. The PARISH may examine the policies.
 - b. St Charles Parish shall be named as an additional insured on general liability insurance policies.
5. **TERMINATION.** This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
6. **PLEDGE OF COOPERATION.** The parties hereto pledge their cooperation in complying with the terms of this Agreement.

7. SEVERABILITY. In the event any one or more provisions of this Agreement is for any reasons held to be illegal or invalid, the illegality or invalidity shall not affect any other provisions hereof, but, the Agreement shall be construed and enforced as if such illegal or invalid provision enacted after the date of this Agreement, that validates or makes legal any provision hereof shall be deemed to apply hereto.

WITNESSES:

ST. CHARLES PARISH

BY: _____

**MATTHEW JEWELL,
PRESIDENT**

ST. CHARLES PARISH PUBLIC SCHOOLS

BY: _____

**KEN OERTLING, ED.D,
SUPERINTENDENT**