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2001-0025

INTRODUCED BY: TERRY AUTHEMENT, COUNCILMAN, DISTRICT IV
ORDINANCE NO. 01-2-7

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the St. Charles Parish School Board for the use of the Old Des Allemands School site.

WHEREAS, Councilman Terry Authement has requested that the St. Charles Parish School Board allow the Parish to use the Old Des Allemands School site; and,

WHEREAS, the School Board has agreed to allow the use of said site .."to construct any recreational facilities consisting of exercise paths and similar items or any fire protection facilities or other public use facilities..", provided the School Board provides prior written consent for any structures; and,

WHEREAS, it is the desire of the Parish to approve said Cooperative Agreement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Cooperative Endeavor Agreement by and between St. Charles Parish and the St. Charles Parish School Board is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Agreement on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: RAMCHANDRAN, FAUCHEUX, HILAIRE, FABRE, ABADIE, AUTHEMENT,
BLACK, MARINO, MINNICH
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 19th day of February, 2001, to become effective five (5) days after publication in the Official Journal.

Old DA School Site Agreement

CHAIRMAN: Barry Minnich
Acting SECRETARY: Nicole Brasers
DLVD/PARISH PRESIDENT: 2-20-01
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Albert O. Rego
Acting RETD/SECRETARY: 2-21-01
AT: 8:30 AM RECD BY: NB

STATE OF LOUISIANA
PARISH OF ST. CHARLES

COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN THE ST. CHARLES PARISH
AND THE ST. CHARLES PARISH SCHOOL
BOARD

WHEREAS, the St. Charles Parish (hereinafter referred to as "Parish") is a political subdivision of the State of Louisiana and is authorized by Article 6, Section 20 of the Constitution of the State of Louisiana, Louisiana Revised Statutes 33:1321-1337 (Local Services Law) and other laws, to make this Agreement, through its duly authorized executive officer, Mr. Albert D. Laque, President, acting pursuant to Ordinance No. 01-2-7 of 2001, passed by the Parish on the 19th day of February, 2001, a copy which is attached hereto and made a part hereof, and

WHEREAS, The St. Charles Parish School Board (hereinafter referred as "School Board"), domiciled in the Parish of St. Charles, State of Louisiana, is a political subdivision of the State of Louisiana, and is authorized by Article 6, Section 20 of the Constitution of the State of Louisiana, Louisiana Revised Statutes 33:1321-1337 (Local Services Law) and other laws, to make this Agreement, represented by the undersigned officer, Clarence H. Savoie, President, acting pursuant to a resolution of the St. Charles Parish School Board, said resolution dated August 16, 2000, a copy of which is attached hereto and made a part hereof, and

WHEREAS, both parties acknowledge that the School Board is the owner of a tract of land situated in Township 14 South, Range 20 East, St. Charles Parish, State of Louisiana which is sometimes referred as the Old Des Allemands School site, which land the School Board has no further use for and that the Parish which has the specific and general power and authority to provide for recreational facilities, fire protection and other programs for the public in St. Charles Parish and is desirous of using such property in providing for additional recreational facilities and fire protection to the citizens and residents of the Parish of St. Charles, said property more fully described as follows:

A certain tract of land situated in Township 14 South, Range 20 East, St. Charles Parish, State of Louisiana, being a portion of Lot 3 of the Ranson Tract and more particularly described as follows:

From a concrete right of way marker on the Southerly right of way line of Old U.S. Highway 90, proceed S76°55'54"W a distance of 3.1 feet to the POINT OF THE BEGINNING, thence S22°10'E a distance of 147.00 feet, thence S5°50'W a distance of 123.00 feet, thence 55°10'E a distance of 79.00 feet, thence S19°45'W a distance of 217.00 feet, thence N29°15'W a distance of 119.00 feet, thence N22°15'W a distance of 132.00 feet, thence N28°15'W a distance of 76.00 feet, thence N10°45'W

a distance of 85.00 feet, thence N33°05'E a distance of 171.86 feet, thence N76°55'54"E a distance of 93.18 feet, to the POINT OF BEGINNING, containing 1.84 acres, all in accordance with a plan by Lucien C. Gassen, PLS, dated January 20, 1988.

WHEREAS, further, this Agreement will mutually benefit both, the Parish and the School Board, and will greatly benefit and contribute to the health, welfare and safety of the citizens of St. Charles Parish.

NOW, THEREFORE, the Parish and the School Board do covenant and agree pursuant to Article 6, Section 20 of the Louisiana Constitution of 1974 and the Local Services Law (La. R.S. 33:1321-1337) for a joint undertaking as follows:

1. The School Board shall allow for the use and does lease the tract of land as described above to the Parish for a term of ninety years and in consideration of the Parish constructing, installing and maintaining recreational facilities or fire protection facilities or other public uses on the property, solely at the cost and expense of the Parish.
2. This Agreement and Lease is made for and in consideration of the covenants herein contained and at a rent of \$1.00 each year payable in advance each year by the Parish. Receipt of the first payment is acknowledged by the School Board.
3. Parish accepts the tract of land "as is" and in its present condition and subject to any reservations, limitations, servitudes and encroachments whether recorded or not recorded. Further, the Parish assumes all maintenance of the grounds and is authorized to demolish, if necessary, the foundation remaining on the property in order to construct any recreational facilities consisting of exercise paths and similar items or any fire protection facilities on other public use facilities. Parish acknowledges and accepts all responsibilities and liabilities for any materials located on or within the described property. No buildings or other structures may be constructed on the property without the written consent of the School Board, which shall not be unreasonably withheld.
4. In the event the Parish abandons the use of the property for public purposes, or default of the terms of this Agreement, then upon the 90 days written

notice, the School Board may terminate this Agreement and the use and control of property shall revert to the control and possession of the School Board.

5. To the fullest extent permitted by law and as additional consideration, the Parish releases the School Board from and shall defend and hold harmless of School Board, its members, employees, agents and assigns free and harmless from any and all loss, liability, damages, claim, demands, lawsuits, actions, judgments, attorney fees and recoveries and all liabilities for or on account with any lien, injury to person or death, or property which might occur due to any defect in the premises or other improvements on the property or any cause whatsoever arising from the Parish's use of the premises during the term of this Agreement or any extension hereof. Parish shall indemnify the School Board against any judgment in any suit brought by any person alleging personal injury, death or property damage on the aforesaid premises during the term of this Agreement or any extension thereof. Parish shall occupy the aforesaid property at its own risk and agrees that the School Board shall not be liable to anyone for any negligence of the Parish, its subleases, or other agents, servants, employees, contractors, sub-contractors, customers, visitors, guests or agencies. The Parish assumes an unqualified obligation and agrees to hold the School Board harmless and agrees to indemnify the School Board for any and all claims and costs, including attorney fees as a result of the Parish's use and occupancy of the aforesaid property.
6. Throughout the term of this agreement, the premises shall be considered as an asset of the Parish and as such, the premises and the Parish's activities related thereto shall be insured to protect the Parish, any contractor or sub-contractor, or anyone directly or indirectly employed by the Parish or any agent to provide Comprehensive General Liability insurance on an occurrence Form basis. The limit of liability for bodily injury shall not be less than \$1,000,000. Combined Single Limit per occurrence and \$2,000,000. General

Aggregate. Aggregate is to apply to the aforesaid premises. The limits shall be adjusted at each five year anniversary of the date of this Agreement as recommended by the School Board's insurance consultant. School Board shall be named as an additional insured. The Parish shall promptly deliver to the School Board a certificate or a policy from the insurance carrier for the coverage provided herein and at the renewal of each policy. Failure of the Parish to provide the insurance shall be considered as a default and terminates this Agreement.

7. The School Board retains any present and/or future oil, gas, or minerals on the site, under the site, or within the site.
8. The property may not be subleased or assigned by the Parish except it may be subleased or assigned to another governmental entity which, for example, may provide recreational programs or fire protection facilities.
9. All notices shall be sufficiently given if mailed by first class and certified mail, returned receipt requested, postage pre-paid.

THUS DONE AND PASSED in the presence of the undersigned witnesses and before me, the Notary Public, on this 27th day of March, 2001.

WITNESSES:

Nicole Brumby

ST. CHARLES PARISH

Albert D. Laque
By: Albert D. Laque, President

ST. CHARLES PARISH SCHOOL BOARD

Stephen M. Crovotto
By: Clarence H. Savoie, President
Stephen M. Crovotto

Standa M. Tolse
NOTARY PUBLIC