

**STATE OF LOUISIANA
PARISH OF ST. JOHN THE BAPTIST
COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN ST. JOHN THE BAPTIST PARISH SCHOOL BOARD
AND
ST. JOHN THE BAPTIST PARISH GOVERNMENT**

This AGREEMENT is made effective on June 4, 2018 through July 20, 2018 by and between the St. John the Baptist Parish Government, of 1801 W. Airline Hwy, LaPlace, La. 70068 and St. John the Baptist Parish School Board, of 118 West 10th Street, Reserve, Louisiana 70084. St. John the Baptist Parish Government and St. John the Baptist Parish School Board are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that "For a public purpose, the state and its political subdivisions or political corporation may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private associations, corporation, or individual"; and

WHEREAS, St. John the Baptist Parish Government desires to use St John the Baptist Parish School Board buses as a means of transportation for the summer feeding program; and

WHEREAS, St. John the Baptist Parish Government desires to use St. John the Baptist Parish School Board buses as a means of transportation for the summer feeding program as a means of maintaining nutritional and physical health for school aged children in our community during the summer months; and

WHEREAS, St. John the Baptist Parish School Board desires to partner with Parish government in maintaining nutritional and physical health for school aged children when school is not in session by providing safe transportation to and from this program;

WHEREAS, ST. John the Baptist Parish School Board has seven (7) buses for Summer Feeding Program: Bus 58, (1BAKGCPA9HF333952); Bus 42, (4UZABRDT7FCFZ5328); Bus 41, (4UZABRDT0FCFV0313); Bus 43,(4UZABRDT9FCFZ5329); Bus 51, (1BAKGCPA1HF333945); Bus 59, (1BAKGCPA0HF333953), Bus 4,(1BAKFCKA35F219404) hereinafter "buses" that are currently available at the rate of \$2.59 per mile to be made payable to the St. John the Baptist Parish School Board's with 30-days of invoice date. St. John the Baptist Parish School Board may substitute similar vehicles on an as needed basis to allow for maintenance, etc. at its discretion.

WHEREAS, in exchange for making the buses available to St. John the Baptist Parish Government for such purposes, St. John the Baptist Parish Government desires to hold harmless St. John the Baptist Parish School Board from any claims and/or litigation arising out of the St. John the Baptist Parish Government's use of the Buses;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, St. John the Baptist Parish and St. John the Baptist Parish School Board hereby agree as follows:

TERMS

1. **Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
2. **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
3. **Terms of Agreement.**
 - a. This Agreement shall have an effective date of June 4, 2018 through July 20, 2018 or earlier at the convenience of either party;
 - b. St. John the Baptist Parish School Board agrees to assume the responsibility for all reasonable maintenance costs associated with the use of the buses; and
 - c. St. John the Baptist Parish Government agrees to cover all physical damages to the bus that may result from accidents or vandalism arising out of St. John the Baptist Parish Government's use of the buses.
 - d. The use of the subject buses is AS IS WHERE IS without any warranty of any nature or kind whatsoever, either expressed or implied, as to the quality, condition, including, but without limitation, fitness for the intended use of the buses.
 - e. St. John the Baptist Parish Government acknowledges that it has made a thorough inspection of the buses and any improvements thereon upon acceptance of the rented buses, and is satisfied as to the condition and fitness of the buses, unless otherwise stated in writing upon receipt.
4. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.
5. **Attorneys' Fees and Costs.** If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which the Party is entitled.
6. **Entire Agreement.** This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.
7. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
8. **Applicable Law.** This Agreement shall be governed by the laws of the state of Louisiana, St. John the Baptist Parish Government, St. John the Baptist Parish School Board.

By: Natalie Robottom

Natalie Robottom
Title: Parish President

By: Kevin R. George

Kevin R George
Title: Superintendent

Date: 5/22/18

Date: 6/1/18

Witness: Deanna Schexnayder

Printed name: Deanna Schexnayder

Witness: Stacey W Waller

Printed Name: Stacey W Waller



ST. JOHN THE BAPTIST PARISH COUNCIL

1805 West Airline Hwy.
LaPlace, Louisiana 70068
Office 985-652-1702
Fax 985-652-1700

May 23rd, 2018

Division A
Larry Sorapuru, Jr.
502 Hwy. 18 River Road
Edgard, LA 70049
Cell 504-218-9049

Natalie Robottom, Parish President
ST. JOHN THE BAPTIST PARISH
1801 W. Airline Hwy.
LaPlace, LA 70068

Division B
Jaclyn S. Hotard
1805 W. Airline Hwy.
LaPlace, LA 70068
Office 985-652-1702

Dear Mrs. Robottom:

District I
Kurt Becnel
5605 Hwy. 18 River Road
Town of Wallace
Vacherie, LA 70090
Cell 504-330-6338

Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, May 22nd, 2018.

District II
Julia Remondet
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-330-7739

“Councilman Madere moved and Councilman Perrilloux seconded the motion to grant administration authorization to enter into a Cooperative Endeavor Agreement (CEA) with St. John the Baptist Parish School Board to provide transportation for the Summer Feeding Program. The motion passed unanimously.”

District III
Lennix Madere, Jr.
P.O. Box 2617
Reserve, LA 70084
Cell 985-379-6188

CERTIFICATION

I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 22nd day of May, 2018.

District IV
Marvin Perrilloux
2108 Golfview
LaPlace, LA 70068
Cell 985-379-6168

May 23rd, 2018,

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council

District V
Michael P. Wright
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-717-3936

District VI
Larry Snyder
1936 Cambridge Drive
LaPlace, LA 70068
Cell 985-379-6061

District VII
Thomas Malik
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-402-0302