



ST JOHN THE BAPTIST PARISH  
ELIANA DEFRANCESCHI Clerk of Court  
I certify that this is a true copy of the  
original filing that was recorded on:  
02/11/2020 10:04AM  
371057- MO

Deputy Clerk

*[Handwritten signature]* #83951

# ST. JOHN

## THE BAPTIST PARISH

1811 W. Airline Highway  
LaPlace, LA 70068  
(985) 652-9569

COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN  
ST. JOHN THE BAPTIST PARISH COUNCIL  
AND  
THE VOODOO MODEL BOAT CLUB

This AGREEMENT is made and entered into on this 28<sup>th</sup> day of January 2020 between the **St. John the Baptist Parish Council**, hereinafter referred to as "**Parish**", represented by Jaclyn Hotard, Parish President and **The Voodoo Model Boat Club**, represented by **Jesse Lee, Secretary/Treasurer**, in accordance with the corporate resolution attached hereto, hereinafter referred to as "**The Voodoo Model Boat Club**" under the following terms and conditions. St. John the Baptist Parish Council and The Voodoo Model Boat Club are sometimes individually referred to as "**Party**" and collectively referred to as the "**Parties**."

### ARTICLE I

#### WITNESSETH:

**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**, the public purpose of this event is to showcase the beautiful natural landscape of the **Parish** and provide a safe hospitable environment for families to enjoy their sporting event for **The Voodoo Model Boat Club** Races which brings tourists from many states to visit our Parish and stimulate surrounding businesses; and

**WHEREAS**, **The Voodoo Model Boat Club** was established to promote the hobby and fellowship of racing radio-controlled race-intended boats, to build radio-controlled model boats to promote safe, fun, family-oriented radio-controlled model boating to the general public; and

**WHEREAS**, **The Voodoo Model Boat Club** consists of modelers that intent to run and/or race remote control boats that are powered by gasoline, nitro-methane, or electric power sources and to promote remote control boating and the growth of **The Voodoo Model Boat Club**; and

**WHEREAS**, the **Parish** and **The Voodoo Model Boat Club** agree that the long-standing presence of **The Voodoo Model Boat Club** races in St. John the Baptist Parish serve as a symbol of the spirit of Welcome in the Parish; and

**WHEREAS**, the **Parish** and **The Voodoo Model Boat Club** have established a private/public partnership in regards to the annual maintenance of the pond; and

**WHEREAS**, the estimated cost of annual maintenance is \$15,000; and

**WHEREAS**, **The Voodoo Model Boat Club** will provide 10% of the costs of the preventative maintenance to prevent aquatic grass growth in the pond; and

**WHEREAS**, the **Parish** will continue to maintain the appropriate water level for the model boat races and provide 90% of the costs for preventative maintenance to prevent aquatic grass growth in the pond; and

**WHEREAS**, **The Voodoo Model Boat Club** shall provide insurance as follows: a policy of Comprehensive General Liability Insurance with a combined single limit of \$1,000,000.00 per occurrence for bodily injury, personal injury, and property damage, and shall name as additional insured, St. John the Baptist Parish departments, agencies and volunteers as respects to liability arising out of activities performed by or on behalf of **The Voodoo Model Boat Club**, and as respects to products and completed operation of **The Voodoo Model Boat Club**, and premises owned, occupied or used by **The Voodoo Model Boat Club**. The coverage shall contain no special limitations on the scope of protection afforded to the "additional insured". **The Voodoo Model Boat Club** shall provide copies of certificates and endorsements to the **Parish** for each such insurance policy; and

**WHEREAS**, **The Voodoo Model Boat Club** agrees to hold **Parish** free and harmless from loss from each and every claim and damage of whatever nature, made on behalf of or by any person or persons for any wrongful, careless or negligent act or omission on the part of **The Voodoo Model Boat Club**, its agents, servants, officers, directors and employees and for all loss and damage by reason of such acts or omissions; and

**WHEREAS**, the **Parish** and **The Voodoo Model Boat Club** will execute an appropriate Cooperative Endeavor Agreement (CEA) that shall outline the obligations and responsibilities of each party.

**NOW, THEREFORE**, in consideration of the mutual covenants and herein contained, St. John Baptist Council and **The Voodoo Model Boat Club** hereby agree as follows:

## **ARTICLE II**

**Covenants and Representations of the Parish**, to ensure **The Voodoo Model Boat Club** undertakes this CEA, the **Parish** agrees, covenants and represents as follows:

1. To provide safe and suitable event space for the span of event dates as needed; previous years have begun on Friday and concluded on the immediately following Sunday.

2. The retention pond at the end of Airport Road (as in past years) transformed into the venue.
3. To provide support personnel on standby from the following: Parish Government, St. John Parish Sheriff's Office, the St. John Parish Crime Fighters and the North American Model Boat Association (per years past).
4. Warmly welcome participants and their families as well as the many guests from out of state.

**Covenants and Representations of The Voodoo Model Boat Club**, to ensure the **Parish** undertakes this CEA, **The Voodoo Model Boat Club** agrees, covenants and represents as follows:

1. To respect the drainage pond and surrounding areas wherein the event is to take place. This includes total remediation of the area by the end of the final day of events as well as working with the **Parish** to designate appropriate parking space as not to harm landscaping or natural environment.
2. This event shall remain wholesome and family oriented; all guests are entitled to safety from inappropriate or lude behavior, discrimination of any sort or any illegal activity.
3. To consult **Parish** affiliates in the proper channels given any issues such as public intoxication or criminal negligence.
4. To respect all wildlife patrons may encounter and notify officials of any elevated situations involving such.

### ARTICLE III AGREEMENT TERMS

This Cooperative Endeavor Agreement (CEA) is entered into in order to assure continued support and venue for their racing events. It shall be in effect for one (1) year for the period of January 28, 2020 to January 27, 2021 with an option to extend this Agreement for an additional year up to four (4) times upon written mutual agreement between the St. John the Baptist Parish Council and **The Voodoo Model Boat Club**.

### ARTICLE IV TERMINATION FOR CAUSE

The **Parish** may terminate this Agreement for cause based upon the failure of **The Voodoo Model Boat Club** to comply with the terms and/or conditions of the Agreement; provided that the **Parish** shall give **The Voodoo Model Boat Club** written notice specifying **The Voodoo Model Boat Club's** failure. If within thirty (30) days after receipt of such notice, **The Voodoo Model Boat Club** shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the **Parish** may, at its option, place **The Voodoo Model Boat Club** in default and the Agreement shall terminate on the date specified in such notice. The **Parish** may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of **The Voodoo Model Boat Club** to comply with the terms and conditions of this Agreement; provided that the **Parish** shall give **The**

**Voodoo Model Boat Club** written notice specifying **The Voodoo Model Boat Club's** failure and a reasonable opportunity for **The Voodoo Model Boat Club** to cure the defect.

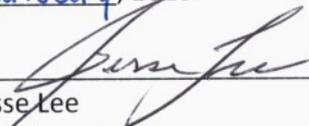
#### **ARTICLE VI TERMINATION FOR CONVENIENCE**

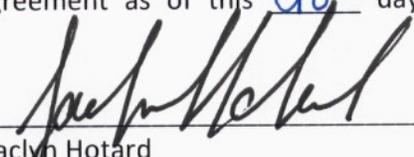
The **Parish** may terminate the Agreement at any time by giving thirty (30) days written notice to **The Voodoo Model Boat Club**. Upon receipt of notice, **The Voodoo Model Boat Club** shall, unless the notice directs otherwise, immediately discontinue its events.

#### **ARTICLE VII ADDITIONAL 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. **Authority; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
3. **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.
4. **Attorney's 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 attorney's fees and other related costs, in addition to any other relief to which the Party is entitled.
5. **Entire Agreement.** This Agreement contains the entire Agreement between the parties and supersedes all Agreements or contracts previously entered between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth.
6. **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.
7. **Applicable Law.** This Agreement shall be governed by the laws of the State of Louisiana, St. John the Baptist Parish Council and **The Voodoo Model Boat Club**.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 20<sup>th</sup> day of January, 2020.

  
\_\_\_\_\_  
Jesse Lee  
Secretary/Treasurer  
Voodoo Model Boat Club

  
\_\_\_\_\_  
Jaclyn Hotard  
Parish President  
St John the Baptist Parish

Witness:   
\_\_\_\_\_

Witness:   
\_\_\_\_\_

## CORPORATE RESOLUTION

A meeting of the Board of Directors of Voodoo Model Boat Club  
A corporation organized under the laws of the State of Louisiana  
And domiciled 451 Airport Rd., Reserve, LA 70084 was held this 27th day of  
January .2020 and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and, after discussion, was unanimously adopted by said quorum:

**BE IT RESOLVED**, that Jesse Lee is hereby authorized to submit bid proposals and execute agreements on behalf of this corporation with the **Parish of St. John the Baptist**.

**BE IT FURTHER RESOLVED** that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Agency of the Parish of St. John the Baptist, shall have been furnished a copy of said resolution, duly certified.

I, Nick Hartdegen hereby certify that I am the President of Voodoo Model Boat Club a corporation created under the laws of the State of Louisiana domiciled in Baton Rouge, LA; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting called and held on the 27th day of January 2020, as said resolution appears of record in the Official minutes of the Board of Directors in my possession this 27th day of January 2020.

DocuSigned by:

*Nick Hartdegen*

1/27/2020 | 10:19 AM CST

B7B9CATF285D437  
Nick Hartdegen  
President

END OF SECTION



## ST. JOHN THE BAPTIST PARISH COUNCIL

1811 West Airline Hwy.  
LaPlace, Louisiana 70068  
Office 985-652-1702  
Fax 985-652-1700

January 29<sup>th</sup>, 2020

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

Division B  
Michael P. Wright  
1811 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-717-3936

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

District II  
Warren Torres, Jr.  
1811 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-444-4153

District III  
Tammy Houston  
1811 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-444-3956

District IV  
Tyra Duhe-Griffin  
1811 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-444-4177

District V  
Robert J. Arcuri  
1811 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-444-3167

District VI  
Tonia Schnyder  
1811 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-444-4283

District VII  
Thomas Malik  
1811 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-402-0302

Jaclyn Hotard, Parish President  
ST. JOHN THE BAPTIST PARISH  
1811 W. Airline Hwy.  
LaPlace, LA 70068

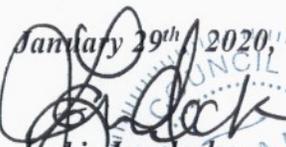
Dear Mrs. Hotard:

Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, January 28<sup>th</sup>, 2020.

“Councilwoman Houston moved and Councilman Malik seconded the motion to grant administration authorization to enter into a Cooperative Endeavor Agreement (CEA) with the Voodoo Model Boat Club for sporting events. The motion passed unanimously.”

### 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 28<sup>th</sup> day of January 2020.

January 29<sup>th</sup>, 2020  
  
Jackie Landeche  
Council Secretary  
St. John the Baptist Parish Council

