



# 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  
ST. JOHN THE BAPTIST PARISH SCHOOL BOARD**

This Agreement is made and entered into on this 28th day of May 2019 between the **St. John the Baptist Parish Council**, hereinafter referred to as "**Parish**", represented by Natalie Robottom, Parish President and **St. John the Baptist Parish School Board, 118 West 10th Street, Reserve, Louisiana 70084**, represented by **Kevin R. George**, Superintendent, hereinafter referred to as "**School Board**" under the following terms and conditions. St. John the Baptist Parish Council and St. John the Baptist Parish School Board 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 Parish desires to use St. John the Baptist Parish School Board buses as a means of transportation for The Summer Feeding Program and Summer Recreation; and

**WHEREAS**, the public purpose is described as: the Summer Feeding Program is a means of maintaining nutritional and physical health for school aged children in our community during the summer months; and

**WHEREAS**, the School Board has a reasonable expectation of receiving a benefit or value described therein that is at least equivalent to or greater than the consideration described in this Agreement; and

**WHEREAS**, St. John the Baptist Parish School Board desires to partner with St. John the Baptist Parish Council 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; and

**WHEREAS**, St. John the Baptist Parish intends to use three (3) schools, West St. John High School, East St. John High School and East St. John Preparatory Academy for the 2019 Summer Feeding Program. The School Board may substitute or add schools as needed or requested by the Parish to meet the requirements of the program; and

**WHEREAS**, St. John the Baptist Parish School Board intends to use seven (7) buses for the 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 **referred** to as "buses," the School Board may substitute any buses as needed; and

**WHEREAS**, the transfer or expenditure of public funds or property is not a gratuitous donation; and

**WHEREAS**, the buses are currently available at half the field trip rate (\$2.59) per mile for buses to be made payable to the St. John the Baptist Parish School Board within 30-days of invoice date. St. John the Baptist Parish School Board may substitute similar vehicles and/or buses on an as needed basis to allow for ADA compliance and respect to residents requesting ridership, maintenance, etc. at its discretion; and

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

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

## **ARTICLE II SCOPE OF SERVICES**

The St. John the Baptist Parish Council recognizes and supports the need for nutritional and physical health for school aged children in its community. In furtherance of that goal, the St. John the Baptist Parish Council shall work in partnership with school officials to this end.

Specific objectives include but are not limited to:

- 2.1. Meals provided to all eligible children without charge.
- 2.2. Maintain a nutritional program in the summer months for school aged children when school is not in session.
- 2.3. Transportation for all eligible children will be provided in accordance with this Agreement through the School Board.
- 2.4. Acceptance and participating requirements for the program and all activities are the same for all regardless of race, color, national origin, sex, disability, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA, and there will be no discrimination in the course of the meal service.
- 2.5. Agreement shall be for a one-year term of an 8 to 10-week period between May and July of 2019.
- 2.6. Agreement may be renewed for subsequent 8 to 10-week periods via a written agreement between St. John the Baptist Parish Council and St. John the Baptist Parish School Board.

## **ARTICLE III DELIVERABLES**

- 3.1. The Parish shall provide meals to school aged children at the three schools previously mentioned therein. The Parish shall compensate all food service workers the reasonable fee under the Parish authority of the federal grant.

3.2. St. John the Baptist Parish School Board agrees to assume the responsibility for all reasonable maintenance costs associated with the use of the buses. Parish agrees to cover all physical damages to the buses that may result from accidents or vandalism arising out of the Parish's use of the buses.

3.3. 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. The Parish 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.

#### **ARTICLE IV PAYMENT TERMS**

4.1 In consideration of the services described above, the School Board and Parish hereby agree to provide benefits to one another. Benefits will be received/provided in the following manner: The School Board shall submit an invoice for services performed to the Parish within ten (10) days following the end of each calendar month, including a detailed list of services performed. The Parish shall remit payment for such services within thirty (30) calendar days following receipt of invoice.

#### **ARTICLE V TERMINATION FOR CAUSE**

5.1. The School Board may terminate this Agreement for cause based upon the failure of the Parish to comply with the terms and/or conditions of the Agreement; provided that the School Board shall give the Parish written notice specifying the Parish's failure. If within thirty (30) days after receipt of such notice, the Parish 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 School Board may, at its option, place the Parish in default and the Agreement shall terminate on the date specified in such notice. The School Board may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Parish to comply with the terms and conditions of this Agreement; provided that the School Board shall give the Parish written notice specifying the Parish's failure and a reasonable opportunity for the Parish to cure the defect.

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

6.1. The School Board may terminate the Agreement at any time by giving thirty (30) days written notice to the Parish. Upon receipt of notice, the Parish shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this Agreement.

#### **ARTICLE VII ADDITIONAL TERMS**

7.1. **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.

7.2. **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

7.3. **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.

7.4 **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.

7.5 **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.

7.6. **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.

7.7. **Applicable Law.** This Agreement shall be governed by the laws of the State of Louisiana, St. John the Baptist Parish Council and St. John the Baptist Parish School Board.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 28<sup>th</sup> day of May, 2019.

WITNESSES:

Garline Joomhs  
Deanna Scheunayder

ST. JOHN THE BAPTIST PARISH

Natalie Robottom  
Natalie Robottom  
Parish President

WITNESSES:

Stacey Waller  
Donna Duke

ST. JOHN THE BAPTIST PARISH SCHOOL BOARD

Kevin R. George  
Kevin R. George  
Superintendent



## ST. JOHN THE BAPTIST PARISH COUNCIL

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

*May 30<sup>th</sup>, 2019*

### Division A

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### Division B

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### District I

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### District II

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### District III

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### District IV

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### District VI

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### District VII

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LaPlace, LA 70068  
Cell 504-402-0302

**Natalie Robottom, Parish President**  
**ST. JOHN THE BAPTIST PARISH**  
**1811 W. Airline Hwy.**  
**LaPlace, LA 70068**

**Dear Mrs. Robottom:**

**Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, May 28<sup>th</sup>, 2019.**

**“Councilman Madere moved and Councilman Wright 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.”**

### 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 May, 2019.**

*May 30<sup>th</sup>, 2019,*  
  
**Jackie Landeche**  
**Council Secretary**  
**St. John the Baptist Parish Council**