




Lincoln Parish School Board

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Danny L. Bell
Superintendent

Otha L. Anders
President

TO: Lincoln Parish School Board Members
FROM:  Danny Bell, Superintendent
DATE: June 25, 2014
SUBJECT: Cooperative Endeavor Agreement

Background:

As a result of the reconfiguration of grade levels and relocation of students from Hico Elementary to the Dubach School site, the old school building has been demolished with the exception of the building that housed two kindergarten classrooms. Structurally this newer addition to that complex is still in relatively good shape and has been left at this location for what had been suggested "for community use."

Following our opening of the Dubach School this past year for K-8, there are citizens and relatives of Hico community members that have moved forward with earnest to acquire this remaining building for community activities. They have formed the Hico Citizen's Association, and the heir to one of the adjoining parcels, Mrs. Vicky Colvin, has worked diligently to create interest in an association that will maintain, insure, and oversee the remaining structure.

Due to the overwhelming interest in using this facility, we have had our Board's attorney, Andy Shealy, to draft a Cooperative Endeavor Agreement (COE) in cooperation with the Hico Citizen's Association representatives and their attorney, which will allow us to engage in a formal agreement for the Hico community to utilize this remaining building for purposes related to education, art, social, historical, alumni gatherings, as well as community meetings with guest speakers.

In order to allow this non-profit entity to use this remaining Lincoln Parish School Board structure, we must have a Cooperative Endeavor Agreement approved allowing for such usage. We are in full support of allowing the community of Hico to use and care for this remaining building and surrounding grounds.

Recommendation:

The Lincoln Parish School Board vote to approve the enclosed Cooperative Endeavor Agreement (CEA) with the Hico Citizen's Association and authorize our Board president to sign this CEA on behalf of the Lincoln Parish School Board.

Contact Person:

Danny Bell

COOPERATIVE ENDEAVOR AGREEMENT

BE IT KNOWN, that on the dates hereinafter mentioned, before the undersigned authorities, and in the presence of the undersigned legal and competent witnesses, personally came and appeared:

LINCOLN PARISH SCHOOL BOARD (TIN XX-XXXX674),
a political subdivision of the State of Louisiana, appearing
herein by and through its duly authorized President, Otha
Anders, as per Resolution of Authority adopted on
February 20, 2008. (hereinafter sometimes referred to as
"SCHOOL BOARD")

AND

HICO CITIZEN'S ASSOCIATION, INC. (TIN XX-XXXX ____),
a non-profit corporation, domiciled in Lincoln Parish,
Louisiana, appearing herein by and through its duly authorized
President, _____ (hereinafter sometimes referred
to as "HICO CITIZEN'S");

who after being duly sworn did depose and state the following:

WHEREAS, SCHOOL BOARD owns approximately 7.2875 acres of property upon which the former Hico School was located;

WHEREAS, the Hico School property is not currently being utilized by SCHOOL BOARD;

WHEREAS, HICO CITIZEN'S has requested that it be allowed to use the Hico School property as a community center;

WHEREAS, in accordance with the provisions of *Article VI, Section 20 and Article VII, Section 14 of the Louisiana Constitution* and *LSA-R.S. 33:1321, et seq.* (Local Services Law), SCHOOL BOARD and HICO CITIZEN'S are authorized to enter into cooperative endeavor agreements having a public purpose.

THEREFORE, SCHOOL BOARD and HICO CITIZEN'S hereby enter into this Cooperative Endeavor Agreement, the terms and conditions of which are more fully set forth hereinafter.

HICO SCHOOL PROPERTY

The property which is the subject matter of this agreement is more particularly described as follows:

(hereinafter sometimes referred to as “the property”).

**RIGHT OF USE
BY HICO CITIZEN’S ASSOCIATION, INC.**

SCHOOL BOARD grants unto HICO CITIZEN’S the exclusive use of the remaining building and grounds of the Hico School Property as a Community Center.

CONSIDERATION

For and in consideration of the use by HICO CITIZEN’S of the remaining building and grounds of the Hico School Property, HICO CITIZEN’S agree to the following:

- a) Pay any and all utility charges for lighting, heating and/or cooling the property;
- b) Maintain the building and grounds of the property in the same or similar condition as that which currently exists;
- c) Maintain a policy or policies of general liability insurance covering the property, naming SCHOOL BOARD as an additional insured, having limits of FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS per person and ONE MILLION (\$1,000,000.00) DOLLARS per occurrence;
- d) Encourage the use of the property by persons who formerly attended the Hico School, as well as their families, and persons who reside in and around the Hico School to conduct alumni meetings, community meetings and other such gatherings;

- e) Encourage the use of the property to house historical documents and items significant to the Hico community;
- f) Encourage the use of the property for art, educational and social events.

PRIMARY TERM

This agreement shall commence on August 1, 2014 and end July 31, 2024.

OPTION TO RENEW

SCHOOL BOARD grants unto HICO CITIZEN'S an option to renew this Agreement for an additional five (5) year period commencing August 1, 2024 until July 31, 2029. In order to exercise said option, HICO CITIZEN'S shall notify SCHOOL BOARD in writing of its intention to renew this Agreement not less than ninety (90) days before the expiration of the primary term of this Agreement.

RIGHT TO USE FENCING MATERIALS

SCHOOL BOARD grants unto HICO CITIZEN'S the right to use and/or relocate at its expense any fence or fencing materials located on the property in order to secure said property.

IMPROVEMENTS TO PROPERTY

SCHOOL BOARD authorizes HICO CITIZEN'S to make improvement to the property that are not constructed or installed in such a manner that they become permanent attachments or component parts of said property. Additionally, SCHOOL BOARD consents to the removal of any such improvements by HICO CITIZEN'S at the termination of this Agreement, as long as the removal of such improvements do not damage or deface the property.

DEFAULT AND REMEDIES

The failure of HICO CITIZEN'S to perform any covenant imposed under this Agreement, if such failure continues for a period in excess of thirty (30) days after receipt of written notice, shall constitute a default, unless within such time period HICO CITIZEN'S cures such default.

In the event of a default hereunder which remains uncured as provided above, SCHOOL BOARD shall have the right to pursue any and all remedies to which it might be entitled under the law, including the right to terminate this Agreement, to remove the

HICO CITIZEN'S from the property and to regain full ownership of the property and any improvements thereto.

Neither the failure nor delay by either party to exercise any right, power or privilege granted in this Agreement shall operate as a waiver thereof.

RETURN OF PROPERTY

HICO CITIZEN'S agrees to return the Hico School Property to SCHOOL BOARD at the termination of this agreement and to cause said property to be cleaned and restored to as near a condition as that in which it currently exists.

**HOLD HARMLESS AND INDEMNIFICATION
BY SCHOOL BOARD**

HICO CITIZEN'S agrees to indemnify and hold SCHOOL BOARD harmless from any claims of liability of whatever nature and kind arising out of or in any way connected with the use of the Hico School property.

MISCELLANEOUS

If any provision of this agreement or the application thereof to any person or circumstance shall, to any extent, be determined to be invalid and unenforceable, the remainder of this agreement and the application of its provisions as to persons and circumstances other than those as to which it has been determined to be invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and shall be enforced to the fullest extent permitted by law. The article and paragraph captions in this agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this agreement or any part thereof, or in any way affect this agreement and shall not be considered in any construction thereof.

THUS DONE AND SIGNED, in multiple originals, at Ruston, Lincoln Parish,
Louisiana, on this _____ day of _____, 2014.

WITNESSES:

LINCOLN PARISH SCHOOL BOARD

BY: _____
OTHA ANDERS, President

NOTARY PUBLIC

THUS DONE AND SIGNED, in multiple originals at Ruston, Lincoln Parish,
Louisiana, on this _____ day of _____, 2014.

WITNESSES:

HICO CITIZEN'S ASSOCIATION, INC.

BY: _____
_____, President

NOTARY PUBLIC