

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN  
CITY PARK CONSERVANCY**

**AND**

**ORLEANS PARISH SCHOOL BOARD**

This Cooperative Endeavor Agreement (“Agreement”) is entered into on the Effective Date, defined herein, by and between City Park Conservancy (“CPC”) and the Orleans Parish School Board (“OPSB”) (collectively, the “Parties”).

**SECTION 1. PARTIES**

**1.1 City Park Conservancy:** City Park Conservancy is a non-profit corporation which, pursuant to a cooperative endeavor agreement with the New Orleans City Park Improvement Association (“NOCPIA”), is responsible for the management and operation of New Orleans City Park. It is represented herein by Rebecca Dietz, the Chief Executive Officer and President of CPC, who is duly authorized to execute this agreement.

**1.2 Orleans Parish School Board:** OPSB is an agency of the State of Louisiana, with business offices located at 2401 Westbend Parkway, Fifth Floor, New Orleans, LA 70130 and herein represented by Leila Eames, President, who is duly authorized to execute this agreement.

**SECTION 2. EFFECTIVE DATE AND TERM**

**2.1** The Agreement is effective on April 1, 2026 (this may change depending on approval from Board) (“Effective Date”) and expires on October 1, 2026, unless otherwise extended by mutual agreement of the Parties in writing (“Term”).

**SECTION 3. RECITALS**

**3.1** CPC is charged with the administration, operation, and maintenance of the entirety of New Orleans City Park.

**3.2** OPSB is the owner and entity responsible for the operation, maintenance and care of certain property located at 5700 Wisner Boulevard, such property being the former site of John F. Kennedy High School and known as “the Kennedy Site”, as more fully described in Exhibit A attached hereto (the “Premises”).

**3.3** 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 corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual”.

**3.4** CPC and OPSB desire to enter into a CEA that will authorize CPC to manage, use and maintain the Premises for the Term and consistent with its mission to preserve and improve Park spaces for recreational, educational, cultural and beautification purposes.

**3.5** CPC represents that it will use and maintain the Premises during the full term of this CEA to carry out its mission and provide the benefits to the public, including reducing maintenance costs for OPSB.

**3.6** CPC represents that it will grant OPSB access to the Premises to provide public access to the temporary Improvements placed on the Premises for the benefit of the students of Orleans Parish, conceptually described and identified in Exhibit “B”.

**3.7** CPC represents that it will honor any current leases or use agreements between OPSB and third parties for the use of the Premises, or if needed, shall provide alternative Park space within City Park to such third parties. Such leases shall be identified and included in Exhibit C, attached hereto. This provision includes OPSB’s agreement to provide parking for the New Orleans Jazz & Heritage Festival in April and May 2026. The terms of that agreement remain unchanged and OPSB shall have access to the Premises to perform parking operations during the timeframe identified.

**3.8** For these reasons, after due consideration, CPC and OPSB have determined that a CEA for the management, maintenance and use of the Premises is in the public interest and for a public purpose.

**NOW, THEREFORE**, in consideration of the promises and agreements contained herein, CPC and OPSB enter into this Agreement for the mutual benefit of the Parties and benefit of the Citizens, youth and families of the City of New Orleans and the State of Louisiana. The parties hereby agree as follows:

## **AGREEMENTS**

### **SECTION 4. ORLEANS PARISH SCHOOL BOARD**

**4.1** OPSB shall provide the necessary 12-acre tract of land specifically identified in Exhibit A, located at 5700 Wisner Boulevard, New Orleans, Louisiana, owned by OPSB for the siting of the Project contemplated by this Cooperative Endeavor Agreement to permit CPC to manage, maintain and use the Premises at no cost to CPC other than reasonable, day-to-day maintenance obligations incurred by CPC.

**4.2** OPSB shall permit CPC to sub-lease the Premises at no cost to CPC or OPSB to a third-party event producer for temporary staging and operations during the LIV Golf Tournament, expected to take place at the Bayou Oaks Golf Course in New Orleans City Park on June 26, 2026

**4.3** OPSB shall permit CPC to use the Premises for the duration except that no permanent facilities shall be constructed on the Premises without prior approval from OPSB, and except for any restrictions covered by the Leases identified in Section 3.6, and only for the benefit of Park space, and the youth and families of the City of New Orleans and the State of Louisiana, and CPC shall be obligated to restore the property.

**4.4** OPSB shall be granted access to the Premises in accordance and coordination with CPC and its use for the purpose and benefit of providing services to the students of Orleans Parish.

**4.5** CPC’s use is also subject to OPSB’s lease of a portion of the Property to a third party and CPC’s access to Property shall impede any third party’s use. CPC’s use is also subject to OPSB’s use of the Property for parking for Jazz Fest and GreekFest, and such use shall be for the sole benefit of OPSB. OPSB’s use for parking for these two events shall not be impeded or restricted by CPC’s use. OPSB agrees that no additional leases for parking or other use shall be granted

during the term of this Agreement.

## **SECTION 5. CITY PARK CONSERVANCY**

**5.1** CPC shall manage, maintain and use the Premises for the betterment of Park space, and consistent with its mission to preserve and improve Park spaces for recreational, educational, cultural and beautification purposes.

**5.2** CPC shall uphold and honor any use agreement in place as of the Effective Date of this Agreement between OPSB and a third party (“Third Party Use Agreement”). If for any reason the Premises is unavailable for use as authorized in a Third-Party Use Agreement, CPC shall offer similar space in City Park for the use activities.

**5.3** CPC shall maintain the Premises in a condition similar to that which exists on the Effective Date of this Agreement, including but not limited to, regular mowing, fence maintenance, and nuisance animal management. Nothing herein shall require CPC to make capital improvements, betterments, or repairs (beyond day-to-day maintenance) to the Premises. Nor shall CPC be responsible for any remediation or resolution of any environmental condition or issue which exists at the Premises on the Effective Date of this Agreement, or which is the result of conditions that existed, or the actions/inactions of OPSB, that occurred prior to the Effective Date. It is the express intention of this paragraph that CPC shall have no liability or responsibility for environmental conditions at the property unless said conditions are due to the sole negligence or intentional acts of CPC.

**5.4** CPC shall ensure that if CPC sub-leases any portion of the Premises for a limited period of time, a hold harmless and property restoration agreement shall be in place for the Premises, indemnifying CPC and OPSB.

**5.5** CPC shall grant OPSB access to the Premises for the purpose of providing public access to any temporary improvements placed on the Premises for use by the students in New Orleans.

## **SECTION 6. INDEMNITY**

**6.1** OPSB agrees that it will protect, defend, indemnify and keep and save forever harmless CPC, and their respective affiliates, officers, employees and agents from and against any and all loss, costs, claims, charges, expenses, penalties, damages, fines, suits, demands and actions of any kind and nature whatsoever arising by reason of the legal fault of OPSB in connection with this Agreement or OPSB’s prior management and operation of the Premises, including, but not limited to, damages arising out of any accident or other occurrence causing injury to any person (fatal or otherwise) or damage to property. Nothing herein shall be construed to require OPSB to indemnify CPC, or any other indemnitee against its/their own negligence or legal fault.

**6.2** CPC agrees that it will protect, defend, indemnify and keep and save forever harmless OPSB, and their respective affiliates, officers, employees and agents from and against any and all loss, costs, claims, charges, expenses, penalties, damages, fines, suits, demands and actions of any kind and nature whatsoever arising by reason of the legal fault of CPC in connection with this Agreement, of CPC, including, but not limited to, damages arising out of any accident or other occurrence causing injury to any person (fatal or otherwise) or damage to property. Nothing herein shall be construed to require CPC to indemnify OPSB or any other indemnitee against its/their



**To CPC:** Rebecca Dietz  
1 Palm Drive  
New Orleans, LA 70124

Notices hereunder shall be in writing and shall be considered effective and “given” (i) upon delivery to the undersigned signatory parties by hand, or (ii) one (1) business day after dispatch by commercial overnight courier service (such as, without limitation, Federal Express or UPS) for delivery on the next business day and bearing the address for notice provided herein, or (iii) on the day of dispatch by e-mail to the e-mail addresses for notice provided herein.

**SECTION 9. MISCELLANEOUS PROVISIONS**

**9.1 Amendment.** No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

**9.2 Assignment.** This Agreement and any part of the Parties’ interest in it are not assignable or transferable without CPC’s prior written consent.

**9.3 Entire Agreement.** This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the Parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

\* \* \*

**IN WITNESS WHEREOF**, the Parties, through their duly authorized representatives, execute this Agreement.

**CITY PARK CONSERVANCY**

**ORLEANS PARISH SCHOOL BOARD**

BY: \_\_\_\_\_  
(Date)

BY: \_\_\_\_\_  
(Date)

PRINT: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_