

COOPERATIVE ENDEAVOR AGREEMENT

This Cooperative Endeavor Agreement is entered into by and between:

THE CITY OF HAMMOND, represented herein by its duly authorized and empowered Mayor, Mayson H. Foster, by the authority given in Resolution No. _____ (the “City”), and

HAMMOND AREA RECREATION DISTRICT ONE, represented herein by its duly authorized officer, _____, by the authority given in Resolution No. _____ (the “District”);

who declare and agree as follows:

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 ... may engage in cooperative endeavors with each other ... or with any public or private association, corporation, or individual”; and

WHEREAS, the City is a home rule charter government, having all powers not denied by its charter or by general law or inconsistent with the constitution, including but not limited to the specific authority to exercise general police power, as well as to pass ordinances to promote, protect and preserve the general welfare, safety, health, peace and good order of the City; and

WHEREAS, the City is authorized by its home rule charter to enter into joint service agreements or cooperative efforts with other governmental agencies and political subdivisions and private entities for a public purpose; and

WHEREAS, the District is a public body and owns and maintains parks, playgrounds, recreation centers and other recreational facilities within the outskirts of the City of Hammond, including, but not limited to, soccer, football, baseball and softball playing fields, a gymnasium and property, furnishings and equipment therefor; and

WHEREAS, the City desires to establish a process to transition City programs into the new District facilities; and

WHEREAS, the District desires to encourage and attract City programs into the new District facilities; and

WHEREAS, this collaborative effort shall yield benefits to all city and district residents and participants and promote the general welfare through enhanced recreational activities; and

WHEREAS, the parties agree the obligations and terms of this Agreement will further the purposes of City and the District.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the parties hereto, it is agreed by and between the parties as follows:

SCOPE OF AGREEMENT

This Agreement shall be effective for _____. The parties are under no obligation to renew this Agreement for future years, but may do so if agreed and duly authorized by both parties in writing.

OBLIGATIONS OF THE PARTIES

1. Participation fees for each activity undertaken pursuant to this Agreement and the allocation of the fees to the City and the District shall be agreed by the City and the District.

2. The City shall provide all program functions for each activity undertaken pursuant to this Agreement, including participation forms and eligibility requirements for participants, forms for participants to execute waiving any claims of liability against the District related to their participation in any programs, coaches and officials. The City shall supervise the program activities undertaken pursuant to this Agreement. The City shall pay for program expenses such as equipment and officiating costs.

3. The District shall pay for the expenses related to the facilities for each activity undertaken pursuant to this Agreement, including maintenance and clean-up costs. The District shall provide all expenses for security.

4. Each party shall maintain liability insurance providing coverage for its respective actions for each activity undertaken pursuant to this Agreement. Each party shall provide a copy of such policy to the other upon request.

5. The District shall have all responsibility for the operation of concession stands and shall retain all such revenue derived therefrom.

MUTUAL AND RECIPROCAL BENEFIT

The District and City acknowledge and agree that the obligations and agreements of each are in consideration of the obligations and agreements of each other and are of mutual value

INDEMNIFICATION

To the extent allowed under any policy of liability insurance and to the fullest extent permitted by law, the City shall indemnify and hold harmless the District, its respective officials, employees, insurers and agents from and against any claims, liabilities, injuries, damages and costs (including reasonable attorney's fees and costs of defense) arising out the actions of the City, its officials, employees and agents undertaken pursuant to this Agreement.

To the extent allowed under any policy of liability insurance and to the fullest extent permitted by law, the District shall indemnify and hold harmless the City, its respective officials, employees, insurers and agents from and against any claims, liabilities, injuries, damages and costs (including reasonable attorney's fees and costs of defense) arising out the actions of the District, its officials, employees and agents undertaken pursuant to this Agreement.

AUDITING AND FINANCIAL RESPONSIBILITY

Each party shall be allowed to audit all aspects of the operations of the other for each activity undertaken pursuant to this Agreement. Each party shall maintain accurate books and records of the operations of such activities for at least three (3) years and shall deliver such records to the other upon request.

Each party shall maintain copies of all complaints or other written comments received from participants of each activity undertaken pursuant to this Agreement and shall produce such documents to the other upon request.

This Agreement does not impose any financial obligation on the City or the District, except as specifically set forth herein.

CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

LEGAL COMPLIANCE

Each party shall comply with all federal, state, and local laws and regulations with respect to the operation of the League and compliance with the obligations of this Agreement.

THUS DONE AND SIGNED in Hammond, Louisiana, by the City of Hammond through its authorized representative in the presence of the undersigned witnesses and me, Notary Public, on this _____ day of _____, 2013.

WITNESSES:

CITY OF HAMMOND

Printed Name: _____

By: _____
Mayson Foster, Mayor

Printed Name: _____

HAMMOND AREA RECREATION
DISTRICT ONE

By: _____

NOTARY PUBLIC

Notary Name and Id: _____