

COOPERATIVE ENDEAVOR AGREEMENT

This Agreement is entered into by and between the **CITY OF HAMMOND**, whose address is 310 East Charles Street, Hammond, La. 70401, represented through its authorized representative ("City") and the **Willie B. & Lin B. Community Youth Center** whose address is P. O. box 1348, Natalbany, LA., represented through its authorized representative , April Simmons, ("Recipient") who declare as follows:

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.";

The City and Recipient desire to enter into this agreement for the purpose of providing certain services as outlined below to citizens of the City;

Now, therefore, in consideration of the mutual covenants herein contained, the public purpose and the public benefit as herein stated, the parties hereto agree as follows:

SCOPE OF AGREEMENT

This Agreement shall be effective for the period May 15, 2013, to July 31, 2013. The City is under no obligation to renew this Agreement for future periods, but may do so if agreed by both parties in writing.

Recipient shall have responsibility for the operations of its entire organization including administration and programming to provide the following:

1. Provide academic programming to boys and girls from the ages of 5 to 14 years old.

The programs will include Reading, Math, Computer Lab, and Arts and Crafts.

2. Provide a fitness program of Physical Education and Nutrition

3. Provide each participant a hot meal for breakfast and lunch.
4. Provide all personnel to run the program in four sessions between the dates of May 28, 2013, and July 26, 2013.
5. Administer recruitment of participants and collect fees for participations, said fees not to exceed \$150 per participant.
6. A liability insurance policy or binder in an amount not less than \$1,000,000 showing the City of Hammond as an additional insured for the operation of the program.

The City shall have the following responsibilities:

1. Allow for use of the Michael J. Kenney Recreational facility in mutually agreed-to areas.
2. Allow for use of the city's computer laboratory during the hours of operation of the program.
3. Agree to a funding subsidy of no more than \$7,500 to be paid after all other sources of funding, including but not limited to, the collection of fees has occurred.

ASSIGNMENT

Recipient shall not assign any interest in this Agreement without the prior written consent of the City. This Agreement shall be binding on the successors and permitted assigns of the parties hereto.

AUDITING AND FINANCIAL RESPONSIBILITY

The City shall be allowed to audit all aspects of the operations of the Recipient including expenditures and income. Recipient shall maintain accurate books and records of the operations of the Recipient for at least three (3) years and shall deliver such records to the City upon request.

Recipient shall maintain copies of all complaints or other written comments received from participants of the program and shall produce such documents to the City upon request.

This Agreement does not impose any financial obligation on the City other than those included in this Agreement, and Recipient shall be solely responsible for all expenses of its operation, except as specifically set forth herein. Recipient shall be allowed to impose a reasonable entry fee for all participants, subject to approval by the City.

INDEMNIFICATION; INSURANCE

Recipient shall indemnify and save harmless the City, the City's employees, agents, officers and insurers from and against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the City, the City's employees, agents and officers growing out of, resulting from, or by reason of any act or omission relating to the operation of its programs or in connection with the discharge or performance of the terms of this Agreement by Recipient. Such indemnification shall include the City's fees and costs of litigation, including, but not limited to, reasonable attorney's fees. Recipient shall provide and bear the expense of and insurance policy covering this indemnity provision as recited above and arising under this agreement and shall deliver a copy to the City.

DISCRIMINATION CLAUSE

Recipient shall not discriminate in its selection practices, and will operate under this agreement without regard to race, color, religion, or national origin.

ENTIRE AGREEMENT; MODIFICATION

This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by authorized representatives of both parties.

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

Recipient 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.

TERMINATION

Either party may terminate this agreement with or without cause.

THUS DONE AND SIGNED at Hammond, Louisiana, on the dates set forth below.

WITNESSES:

CITY OF HAMMOND

By: _____

Date: _____, 2009

WITNESSES:

RECIPIENT AGENCY

By: _____

Date: _____, 2009