



St. Bernard Parish Council

8201 West Judge Perez Drive Chalmette, Louisiana, 70043
(504) 278-4228 Fax (504) 278-4209
www.sbpg.net

#21

Fred Everhardt, Jr.
*Councilmember
at Large*

Gillis McCloskey
*Councilmember
at Large*

Patrice Cusimano
*Councilmember
District A*

Joshua "Josh" Moran
*Councilmember
District B*

Cindi Meyer
*Councilmember
District C*

Ryan Randall
*Councilmember
District D*

Amanda Mones
*Councilmember
District E*

Roxanne Adams
Clerk of Council

EXTRACT OF THE OFFICIAL PROCEEDINGS OF THE COUNCIL OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA, TAKEN AT A REGULAR MEETING HELD IN THE COUNCIL CHAMBERS OF THE ST. BERNARD PARISH GOVERNMENT COMPLEX, 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA ON TUESDAY, OCTOBER 1, 2024 AT SEVEN O'CLOCK P.M.

On motion of Mr. McCloskey, seconded by Mr. Moran, it was moved to **adopt** the following ordinance:

ORDINANCE SBPC #2609-10-24

Summary No. 4216

Introduced by: Administration on 9/17/24

Public Hearing held on 10/1/24

AN ORDINANCE TO AUTHORIZE ST. BERNARD PARISH GOVERNMENT TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH VERSAILLES CARDINALS BOOSTER CLUB, INC., BORGNEOUTH BRAVES BOOSTER CLUB, INC., CAROLYN PARK BOOSTERS, INC., AND KENILWORTH KNIGHTS BOOSTER CLUB, INC. RELATIVE TO THE OPERATION OF A RECREATIONAL AND TEAM SPORTS PROGRAM FOR THE YOUTH OF ST. BERNARD PARISH.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

SECTION 1. The St. Bernard Parish Council, the Governing Authority, does hereby authorize the Parish President to execute a Cooperative Endeavor Agreement with Versailles Cardinals Booster Club, Inc., Borgnemouth Braves Booster Club, Inc., Carolyn Park Boosters, Inc., and Kenilworth Knights Booster Club, Inc. in the forms attached hereto, in globo, as Exhibit "A", and all other documents necessary to effect the purpose of said Cooperative Endeavor Agreements.

SECTION 2. Effective Date. This Ordinance shall become effective immediately upon the authorizing signature by the Parish President. In the event of a presidential veto, this Ordinance shall become effective upon a two-thirds favorable vote of the total membership of the Council pursuant to Sections 2-11 and 2-13 of the St. Bernard Parish Home Rule Charter.

SECTION 3. Severability. If any section, clause, paragraph, provision or portion of this Ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph provision or portion of this Ordinance, the St. Bernard Parish Council hereby expressing and declaring that it would have adopted the remaining portion(s) of this Ordinance with the invalid portion(s) omitted.



St. Bernard Parish Council

8201 West Judge Perez Drive Chalmette, Louisiana, 70043
(504) 278-4228 Fax (504) 278-4209
www.sbpgr.net

Fred Everhardt, Jr.
Councilmember
at Large

Gillis McCloskey
Councilmember
at Large

Patrice Cusimano
Councilmember
District A

Joshua "Josh" Moran
Councilmember
District B

Cindi Meyer
Councilmember
District C

Ryan Randall
Councilmember
District D

Amanda Mones
Councilmember
District E

Roxanne Adams
Clerk of Council

Page -2-
Extract #21, continued
October 1, 2024

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

YEAS: Cusimano, Moran, Meyer, Randall, Mones, McCloskey

NAYS: None

ABSENT: None

The Council Chair, Mr. Everhardt, cast his vote as **YEA**.

And the motion was declared **adopted** on the 1st day of October, 2024.

Roxanne Adams

ROXANNE ADAMS
CLERK OF COUNCIL

Fred Everhardt

FRED EVERHARDT JR.
COUNCIL CHAIR

Delivered to the Parish President

10/3/23 11:00am
Date and Time

Received by

Margen Kelley

Approved

✓

Vetoed

Parish President

Louis Pomes
Louis Pomes

Returned to Clerk of the Council

10/7/24 10:30am
Date and Time

Received by

Young Salas

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
ST. BERNARD PARISH GOVERNMENT AND
VERSAILLES CARDINALS BOOSTER CLUB, INC.**

THIS COOPERATIVE ENDEAVOR AGREEMENT, (the “Agreement”) made and entered into this (enter date) day of (enter month) 20(enter year) by and between St. Bernard Parish Government, a political subdivision of the State of Louisiana (“Agency”) and Versailles Cardinals Booster Club, Inc., a Louisiana Non-Profit Corporation (“Contracting Party”).

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, with the United States or its agencies, or with any public or private association, corporation, or individual;” and

WHEREAS, Agency desires to cooperate with the Contracting Party in the implementation of a recreational and team sports program for the youth of St. Bernard Parish (the “Program”);

WHEREAS, this Agreement comports with the governmental purpose of Agency in providing services to the residents of St. Bernard Parish;

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

NOW, THEREFORE, Agency and Contracting Party agree as follows:

**ARTICLE I
OBLIGATIONS OF THE PARTIES**

1. Obligations of the Agency:
 - a. Shall permit the Contracting Party use of Val Riess Park during posted hours of operation for Program events.
 - b. Shall permit the Contracting Party use of the Paul Noel gymnasium for Program events based on the following schedule:
 - i. After 5:30 p.m. on weekdays when there is no scheduled school board activity;
 - ii. All day on Saturdays; and
 - iii. All day on Sundays until 9:00 p.m.
 - c. Agency shall waive rental fees for the Contracting Party for the times and purposes set forth above.
 - d. Budget permitting, Agency shall allocate up to \$75,000.00 annually for capital improvements, capital assets, equipment, and maintenance to Val Riess Park

requested by the Contracting Party. The Contracting Party may submit requests for such capital improvements, capital assets, equipment and maintenance, along with anticipated costs, to the Agency for consideration. The ultimate determination as to whether any such request is granted will be in the sole discretion of Agency, and any such improvements, assets, or equipment purchased with said funds shall be the property of Agency.

- e. Agency will provide the initial marking/painting of fields at Val Riess Park for each sport season, after which the Contracting Party shall be responsible for maintaining said marking/painting the remainder of the sport season.
- f. Agency shall provide officials, liability insurance for Program participants, and utilities.
- g. Agency shall monitor the “drafting” of Program participants onto teams.
- h. Agency shall work with the Contracting Party to schedule and host quarterly meetings to discuss the Program. At least seven (7) days notice shall be provided to Contracting Party prior to such quarterly meeting, and an agenda shall be provided to Contracting Party at least three (3) days in advance of same. At said quarterly meeting, and upon request, Agency shall provide Contracting Party with reports and invoices related to any charges against Agency allocations for capital projects referenced above.
- i. Only the Agency shall be permitted to rent public facilities to third parties. To the extent the Contracting Party is willing to provide volunteers to supervise third party events at said facilities, Agency shall allocate the proceeds of said third party rental to the budget for capital projects requested by Contracting Party.

2. Obligations of the Contracting Party:

- a. The Contracting Party shall organize and operate the Program.
- b. The Contracting Party shall collect \$90.00 from each player who registers to play on any team sponsored by the Contracting Party.
- c. If multiple players from a single household register to play on a team sponsored by the Contracting Party, it shall instead collect \$90 for the first player, \$70 for the second player, and \$60 for each subsequent player in that household. Contracting Party shall require proof of residency to establish that multiple players live in the same household (i.e., copies of school enrollment records, birth certificates, etc.).
- d. Contracting Party shall remit 50% of all registration fees collected to Agency. Such payment shall be made to Agency within ten (10) days of collecting same.
- e. The Contracting Party may operate any concession stand(s) located on the premises during Contracting Party sponsored events. All individuals operating the concession stand(s) must be sixteen (16) years of age or older. Contracting Party shall supply all items to be sold through said concession stand(s). Alcoholic beverages may not be sold at Program events. Contracting Party shall be entitled to retain all proceeds from such concession sales, which proceeds shall be used to enhance or maintain the Program.

- f. The Contracting Party shall be responsible for cleaning the premises, including concession stand(s), following any Contracting Party sponsored event.
- g. If additional grass cuts are required beyond normal maintenance of Val Riess Park for Program events, the Contracting Party shall be responsible for same.
- h. The Contracting Party shall make a first aid kit available at all Program events, including cold packs and/or ice.
- i. The Contracting Party shall ensure that no alcohol is allowed during Program events at any facility located on property owned by the St. Bernard Parish School Board.
- j. The Contracting Party shall provide all equipment necessary for Program events (i.e., chalk, paint, balls, etc.).
- k. The Contracting Party shall provide appropriate uniforms for all registered participants in Program events.
- l. The Contracting Party shall be responsible for any trophies which may be awarded to Program participants.
- m. The Contracting Party shall be responsible for selecting competent and responsible coaches for each sport and age group. All coaches must submit to a background check. The Contracting Party shall have all coaches complete background check forms, and will submit same to the Agency for submission by the Agency to the St. Bernard Parish Sheriff's Office.
- n. The Contracting Party shall ensure that all Program participants comply with any and all posted rules at Val Riess Park and the Paul Noel gymnasium.
- o. The Contracting Party shall maintain its books and records in an organized fashion. One per quarter, the Contracting Party shall prepare and submit to Agency a report concerning the number of registrants in the Program, registration fees collected, concession costs and sales, and fiscal outlays. Contracting Party shall also, upon request, make invoices, receipts, daily concession reports, general ledgers, journal details and income statements immediately available.
- p. The Contracting Party shall submit complete team rosters to the Agency for each sport in the Program, including each team member's name, age, address, and their parent's contact information (i.e., email and phone number).
- q. The Contracting Party shall report any serious maintenance and/or upkeep problems immediately to the Agency.
- r. Contracting Party shall attend the quarterly meetings referenced hereinabove and bring current copies of all books and records it is required to maintain pursuant to this agreement to said meetings.

ARTICLE II
TERMINATION FOR CAUSE

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

ARTICLE III
TERMINATION FOR CONVENIENCE

1. Agency may terminate the Agreement at any time by giving thirty (30) days written notice to Contracting Party. Upon receipt of notice, Contracting Party 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 IV
OWNERSHIP OF WORK PRODUCT, CONFIDENTIALITY AND COPYRIGHT

1. At any time during the term of this Agreement, and finally at the end of this engagement, Agency shall have the right to require the Contracting Party to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by Agency.

ARTICLE V
ASSIGNMENT

1. Contracting Party shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of Agency.

ARTICLE VI
FINANCIAL DISCLOSURE

1. Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the provider is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the project goals and objectives.

ARTICLE VII
AUDIT CLAUSE

1. It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data, records and accounts of the Contracting Party which relate to this Agreement, upon request.
2. The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement throughout its term and for a period of four years after the date termination and/or final payment under this Agreement, whichever is later.

ARTICLE VIII
AMENDMENTS IN WRITING

1. Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and executed by all parties.

ARTICLE IX
FISCAL FUNDING (NON-APPROPRIATION) CLAUSE

1. In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement by Agency for the then current or succeeding fiscal year, this Agreement shall impose no obligation on Agency as to such current or succeeding fiscal year. No right of action shall accrue to the benefit of the Contracting Party, its successors or assigns for any further payments.

ARTICLE X
TERM OF AGREEMENT

1. The term of this Agreement shall commence on the date first above written and shall continue in effect until terminated as provided in Articles II or III.

ARTICLE XI **DISCRIMINATION CLAUSE**

1. The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, as amended, the Age Act of 1975, as amended, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. The Contracting Party acknowledges and agrees that any act of unlawful discrimination committed by Contracting Party, or any other failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE XII **INDEMNIFICATION**

1. To the fullest extent permitted by law, the Contracting Party will protect, defend, indemnify, and hold harmless Agency, its agents, elected officials, and employees (collectively, the "Indemnified Parties") from and against all claims, demands, actions, liabilities, losses (including, without limitation, economic losses), and costs, arising out of or related to any actual or alleged act or omission in the performance of this Agreement by the Contracting Party, its agents, employees, contractors, licensees, invitees, visitors and all other third parties. Notwithstanding anything in this Agreement to the contrary, the Contracting Party is not required to indemnify the Indemnified Parties for any loss that results from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that Contracting Party, its agents, employees, contractors, licensees, invitees, visitors or other third parties did not contribute to such gross negligence or willful misconduct.
2. Notwithstanding anything in this Agreement to the contrary, the Contracting Party, at its option, will immediately defend Agency from, or reimburse Agency for its costs incurred in the defense of any claim that actually, or potentially, falls within the scope of this indemnity, even if the claim is groundless, false, or fraudulent, or if the Contracting Party is absolved of liability.
3. The Contracting Party shall bear all expenses, including without limitation reasonable attorney fees, of Agency in enforcing the terms of this article.

ARTICLE XIII
PARTIAL INVALIDITY; SEVERABILITY

1. If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XIV
ENTIRE AGREEMENT; MODIFICATION

1. 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 both parties.

ARTICLE XV
CONTROLLING LAW

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

ARTICLE XVI
LEGAL COMPLIANCE

1. Agency shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, et seq.) in carrying out the provisions of this Agreement.

ARTICLE XVII
RELATIONSHIP BETWEEN THE PARTIES; EXCLUSION OF BENEFITS

1. The Contracting Party is engaged by Agency for the purposes set forth in this Agreement. The relationship between the Contracting Party and Agency shall be, and only be, that of an independent contractor and the Contracting Party shall not be construed to be an employee, agent, partner of, or in joint venture with, Agency.

ARTICLE XVIII
ACKNOWLEDGMENT OF EXCLUSION OF
WORKER'S COMPENSATION COVERAGE

1. Agency and the Contracting Party expressly agree that the Contracting Party is an independent contractor as defined in R.S. 23:1021(7) and, as such, expressly agree that Agency shall not be liable to the Contracting Party or to anyone employed by the Contracting Party for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana.

ARTICLE XIX
ACKNOWLEDGMENT OF EXCLUSION OF
UNEMPLOYMENT COMPENSATION COVERAGE

1. Agency and the Contracting Party expressly declare and acknowledge that the Contracting Party is an independent contractor and, as such, is being engaged by Agency under this Agreement as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:
 - A. The Contracting Party has been and will be free from any control or direction by Agency over the performance of the services covered by this Agreement;
 - B. The services to be rendered by the Contracting Party are outside the normal course and scope of Agency's usual business; and
 - C. The Contracting Party is customarily engaged in an independently established trade, occupation, profession, or business. Consequently, neither the Contracting Party nor anyone employed or contracted by the Contracting Party shall be considered an employee of Agency for the purpose of unemployment compensation coverage.

ARTICLE XX
FORCE MAJEURE

1. Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

ARTICLE XXI
EMPLOYMENT OF PARISH PERSONNEL

1. The Contracting Party certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of St. Bernard Parish Government.

ARTICLE XXII
COVENANT AGAINST CONTINGENT FEES

1. The Contracting Party warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the Contracting Party, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the Contracting Party any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Agency shall have the right to annul this Agreement without liability or, in Agency's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XXIII
REMEDIES FOR DEFAULT

1. In the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana.

ARTICLE XIV
NOTICES

1. All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

St. Bernard Parish Government
c/o Louis Pomes, Parish President
8201 W. Judge Perez Dr.
Chalmette, LA 70043

Versailles Cardinals Booster Club, Inc.
c/o Glenn Clark
3913 Charles Dr.
Chalmette, LA 70043

THUS DONE AND PASSED, this ___ day of September, 2024, in the presence of the undersigned competent witnesses and me, Notary Public, in the Parish of St. Bernard, State of Louisiana, after due reading of the whole.

WITNESSES:

ST. BERNARD PARISH GOVERNMENT

Louis Pomes, Parish President

NOTARY PUBLIC

Bar/Roll#: _____

Printed Name: _____

My Commission is for: _____

THUS DONE AND PASSED, this ___ day of September, 2024, in the presence of the undersigned competent witnesses and me, Notary Public, in the Parish of St. Bernard, State of Louisiana, after due reading of the whole.

WITNESSES:

VERSAILLES CARDINALS BOOSTER CLUB, INC.

Glenn Clark, President

NOTARY PUBLIC

Bar/Roll#: _____

Printed Name: _____

My Commission is for: _____

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
ST. BERNARD PARISH GOVERNMENT AND
BORGNEOUTH BRAVES BOOSTER CLUB, INC.**

THIS COOPERATIVE ENDEAVOR AGREEMENT, (the “Agreement”) made and entered into this (enter date) day of (enter month) 20(enter year) by and between St. Bernard Parish Government, a political subdivision of the State of Louisiana (“Agency”) and Borgnemouth Braves Booster Club, Inc., a Louisiana Non-Profit Corporation (“Contracting Party”).

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, with the United States or its agencies, or with any public or private association, corporation, or individual;” and

WHEREAS, Agency desires to cooperate with the Contracting Party in the implementation of a recreational and team sports program for the youth of St. Bernard Parish (the “Program”);

WHEREAS, this Agreement comports with the governmental purpose of Agency in providing services to the residents of St. Bernard Parish;

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

NOW, THEREFORE, Agency and Contracting Party agree as follows:

**ARTICLE I
OBLIGATIONS OF THE PARTIES**

1. Obligations of the Agency:
 - a. Shall permit the Contracting Party use of Borgnemouth Park during posted hours of operation for Program events.
 - b. Shall permit the Contracting Party use of the Joseph Davies/Cypress Gardens gymnasium for Program events based on the following schedule:
 - i. After 5:30 p.m. on weekdays when there is no scheduled school board activity;
 - ii. All day on Saturdays; and
 - iii. All day on Sundays until 9:00 p.m.
 - c. Agency shall waive rental fees for the Contracting Party for the times and purposes set forth above.
 - d. Budget permitting, Agency shall allocate up to \$75,000.00 annually for capital improvements, capital assets, equipment, and maintenance to Borgnemouth Park

requested by the Contracting Party. The Contracting Party may submit requests for such capital improvements, capital assets, equipment and maintenance, along with anticipated costs, to the Agency for consideration. The ultimate determination as to whether any such request is granted will be in the sole discretion of Agency, and any such improvements, assets, or equipment purchased with said funds shall be the property of Agency.

- e. Agency will provide the initial marking/painting of fields at Bognemouth Park for each sport season, after which the Contracting Party shall be responsible for maintaining said marking/painting the remainder of the sport season.
- f. Agency shall provide officials, liability insurance for Program participants, and utilities.
- g. Agency shall monitor the “drafting” of Program participants onto teams.
- h. Agency shall work with the Contracting Party to schedule and host quarterly meetings to discuss the Program. At least seven (7) days notice shall be provided to Contracting Party prior to such quarterly meeting, and an agenda shall be provided to Contracting Party at least three (3) days in advance of same. At said quarterly meeting, and upon request, Agency shall provide Contracting Party with reports and invoices related to any charges against Agency allocations for capital projects referenced above.
- i. Only the Agency shall be permitted to rent public facilities to third parties. To the extent the Contracting Party is willing to provide volunteers to supervise third party events at said facilities, Agency shall allocate the proceeds of said third party rental to the budget for capital projects requested by Contracting Party.

2. Obligations of the Contracting Party:

- a. The Contracting Party shall organize and operate the Program.
- b. The Contracting Party shall collect \$90.00 from each player who registers to play on any team sponsored by the Contracting Party.
- c. If multiple players from a single household register to play on a team sponsored by the Contracting Party, it shall instead collect \$90 for the first player, \$70 for the second player, and \$60 for each subsequent player in that household. Contracting Party shall require proof of residency to establish that multiple players live in the same household (i.e., copies of school enrollment records, birth certificates, etc.).
- d. Contracting Party shall remit 50% of all registration fees collected to Agency. Such payment shall be made to Agency within ten (10) days of collecting same.
- e. The Contracting Party may operate any concession stand(s) located on the premises during Contracting Party sponsored events. All individuals operating the concession stand(s) must be sixteen (16) years of age or older. Contracting Party shall supply all items to be sold through said concession stand(s). Alcoholic beverages may not be sold at Program events. Contracting Party shall be entitled to retain all proceeds from such concession sales, which proceeds shall be used to enhance or maintain the Program.

- f. The Contracting Party shall be responsible for cleaning the premises, including concession stand(s), following any Contracting Party sponsored event.
- g. If additional grass cuts are required beyond normal maintenance of Borgnemouth Park for Program events, the Contracting Party shall be responsible for same.
- h. The Contracting Party shall make a first aid kit available at all Program events, including cold packs and/or ice.
- i. The Contracting Party shall ensure that no alcohol is allowed during Program events at any facility located on property owned by the St. Bernard Parish School Board.
- j. The Contracting Party shall provide all equipment necessary for Program events (i.e., chalk, paint, balls, etc.).
- k. The Contracting Party shall provide appropriate uniforms for all registered participants in Program events.
- l. The Contracting Party shall be responsible for any trophies which may be awarded to Program participants.
- m. The Contracting Party shall be responsible for selecting competent and responsible coaches for each sport and age group. All coaches must submit to a background check. The Contracting Party shall have all coaches complete background check forms, and will submit same to the Agency for submission by the Agency to the St. Bernard Parish Sheriff's Office.
- n. The Contracting Party shall ensure that all Program participants comply with any and all posted rules at Borgnemouth Park and the Joseph Davies/Cypress Garden gymnasium.
- o. The Contracting Party shall maintain its books and records in an organized fashion. One per quarter, the Contracting Party shall prepare and submit to Agency a report concerning the number of registrants in the Program, registration fees collected, concession costs and sales, and fiscal outlays. Contracting Party shall also, upon request, make invoices, receipts, daily concession reports, general ledgers, journal details and income statements immediately available.
- p. The Contracting Party shall submit complete team rosters to the Agency for each sport in the Program, including each team member's name, age, address, and their parent's contact information (i.e., email and phone number).
- q. The Contracting Party shall report any serious maintenance and/or upkeep problems immediately to the Agency.
- r. Contracting Party shall attend the quarterly meetings referenced hereinabove and bring current copies of all books and records it is required to maintain pursuant to this agreement to said meetings.

ARTICLE II
TERMINATION FOR CAUSE

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

ARTICLE III
TERMINATION FOR CONVENIENCE

1. Agency may terminate the Agreement at any time by giving thirty (30) days written notice to Contracting Party. Upon receipt of notice, Contracting Party 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 IV
OWNERSHIP OF WORK PRODUCT, CONFIDENTIALITY AND COPYRIGHT

1. At any time during the term of this Agreement, and finally at the end of this engagement, Agency shall have the right to require the Contracting Party to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by Agency.

ARTICLE V
ASSIGNMENT

1. Contracting Party shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of Agency.

ARTICLE VI
FINANCIAL DISCLOSURE

1. Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the provider is below the amount for which an audit is required under

R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the project goals and objectives.

ARTICLE VII AUDIT CLAUSE

1. It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data, records and accounts of the Contracting Party which relate to this Agreement, upon request.
2. The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement throughout its term and for a period of four years after the date termination and/or final payment under this Agreement, whichever is later.

ARTICLE VIII AMENDMENTS IN WRITING

1. Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and executed by all parties.

ARTICLE IX FISCAL FUNDING (NON-APPROPRIATION) CLAUSE

1. In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement by Agency for the then current or succeeding fiscal year, this Agreement shall impose no obligation on Agency as to such current or succeeding fiscal year. No right of action shall accrue to the benefit of the Contracting Party, its successors or assigns for any further payments.

ARTICLE X TERM OF AGREEMENT

1. The term of this Agreement shall commence on the date first above written and shall continue in effect until terminated as provided in Articles II or III.

ARTICLE XI DISCRIMINATION CLAUSE

1. The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as

amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, as amended, the Age Act of 1975, as amended, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. The Contracting Party acknowledges and agrees that any act of unlawful discrimination committed by Contracting Party, or any other failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE XII **INDEMNIFICATION**

1. To the fullest extent permitted by law, the Contracting Party will protect, defend, indemnify, and hold harmless Agency, its agents, elected officials, and employees (collectively, the "Indemnified Parties") from and against all claims, demands, actions, liabilities, losses (including, without limitation, economic losses), and costs, arising out of or related to any actual or alleged act or omission in the performance of this Agreement by the Contracting Party, its agents, employees, contractors, licensees, invitees, visitors and all other third parties. Notwithstanding anything in this Agreement to the contrary, the Contracting Party is not required to indemnify the Indemnified Parties for any loss that results from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that Contracting Party, its agents, employees, contractors, licensees, invitees, visitors or other third parties did not contribute to such gross negligence or willful misconduct.
2. Notwithstanding anything in this Agreement to the contrary, the Contracting Party, at its option, will immediately defend Agency from, or reimburse Agency for its costs incurred in the defense of any claim that actually, or potentially, falls within the scope of this indemnity, even if the claim is groundless, false, or fraudulent, or if the Contracting Party is absolved of liability.
3. The Contracting Party shall bear all expenses, including without limitation reasonable attorney fees, of Agency in enforcing the terms of this article.

ARTICLE XIII **PARTIAL INVALIDITY; SEVERABILITY**

1. If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition,

and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XIV **ENTIRE AGREEMENT; MODIFICATION**

1. 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 both parties.

ARTICLE XV **CONTROLLING LAW**

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

ARTICLE XVI **LEGAL COMPLIANCE**

1. Agency shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, et seq.) in carrying out the provisions of this Agreement.

ARTICLE XVII **RELATIONSHIP BETWEEN THE PARTIES; EXCLUSION OF BENEFITS**

1. The Contracting Party is engaged by Agency for the purposes set forth in this Agreement. The relationship between the Contracting Party and Agency shall be, and only be, that of an independent contractor and the Contracting Party shall not be construed to be an employee, agent, partner of, or in joint venture with, Agency.

ARTICLE XVIII **ACKNOWLEDGMENT OF EXCLUSION OF** **WORKER'S COMPENSATION COVERAGE**

1. Agency and the Contracting Party expressly agree that the Contracting Party is an independent contractor as defined in R.S. 23:1021(7) and, as such, expressly agree that Agency shall not be liable to the Contracting Party or to anyone employed by the

Contracting Party for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana.

ARTICLE XIX
ACKNOWLEDGMENT OF EXCLUSION OF
UNEMPLOYMENT COMPENSATION COVERAGE

1. Agency and the Contracting Party expressly declare and acknowledge that the Contracting Party is an independent contractor and, as such, is being engaged by Agency under this Agreement as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:
 - A. The Contracting Party has been and will be free from any control or direction by Agency over the performance of the services covered by this Agreement;
 - B. The services to be rendered by the Contracting Party are outside the normal course and scope of Agency's usual business; and
 - C. The Contracting Party is customarily engaged in an independently established trade, occupation, profession, or business. Consequently, neither the Contracting Party nor anyone employed or contracted by the Contracting Party shall be considered an employee of Agency for the purpose of unemployment compensation coverage.

ARTICLE XX
FORCE MAJEURE

1. Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

ARTICLE XXI
EMPLOYMENT OF PARISH PERSONNEL

1. The Contracting Party certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of St. Bernard Parish Government.

ARTICLE XXII
COVENANT AGAINST CONTINGENT FEES

1. The Contracting Party warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the Contracting Party, to solicit or

secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the Contracting Party any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Agency shall have the right to annul this Agreement without liability or, in Agency's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XXIII REMEDIES FOR DEFAULT

1. In the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana.

ARTICLE XIV NOTICES

1. All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

St. Bernard Parish Government
c/o Louis Pomes, Parish President
8201 W. Judge Perez Dr.
Chalmette, LA 70043

Borgnemouth Braves Booster Club, Inc.
c/o Jeff Pilet
3112 Bradbury
Meraux, LA 70075

THUS DONE AND PASSED, this ___ day of September, 2024, in the presence of the undersigned competent witnesses and me, Notary Public, in the Parish of St. Bernard, State of Louisiana, after due reading of the whole.

WITNESSES:

ST. BERNARD PARISH GOVERNMENT

Louis Pomes, Parish President

NOTARY PUBLIC

Bar/Roll#: _____

Printed Name: _____

My Commission is for: _____

THUS DONE AND PASSED, this ___ day of September, 2024, in the presence of the undersigned competent witnesses and me, Notary Public, in the Parish of St. Bernard, State of Louisiana, after due reading of the whole.

WITNESSES:

BORGNEMOUTH BRACES BOOSTER CLUB, INC.

Jeff Pilet, President

NOTARY PUBLIC

Bar/Roll#: _____

Printed Name: _____

My Commission is for: _____

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
ST. BERNARD PARISH GOVERNMENT AND
KENILWORTH KNIGHTS BOOSTER CLUB, INC.**

THIS COOPERATIVE ENDEAVOR AGREEMENT, (the “Agreement”) made and entered into this (enter date) day of (enter month) 20(enter year) by and between St. Bernard Parish Government, a political subdivision of the State of Louisiana (“Agency”) and Kenilworth Knights Booster Club, Inc., a Louisiana Non-Profit Corporation (“Contracting Party”).

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, with the United States or its agencies, or with any public or private association, corporation, or individual;” and

WHEREAS, Agency desires to cooperate with the Contracting Party in the implementation of a recreational and team sports program for the youth of St. Bernard Parish (the “Program”);

WHEREAS, this Agreement comports with the governmental purpose of Agency in providing services to the residents of St. Bernard Parish;

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

NOW, THEREFORE, Agency and Contracting Party agree as follows:

**ARTICLE I
OBLIGATIONS OF THE PARTIES**

1. Obligations of the Agency:

- a. Shall permit the Contracting Party use of Kenilworth Park during posted hours of operation for Program events.
- b. Shall permit the Contracting Party use of the Gauthier gymnasium for Program events based on the following schedule:
 - i. After 5:30 p.m. on weekdays when there is no scheduled school board activity;
 - ii. All day on Saturdays; and
 - iii. All day on Sundays until 9:00 p.m.
- c. Agency shall waive rental fees for the Contracting Party for the times and purposes set forth above.
- d. Budget permitting, Agency shall allocate up to \$75,000.00 annually for capital improvements, capital assets, equipment, and maintenance to Kenilworth Park

requested by the Contracting Party. The Contracting Party may submit requests for such capital improvements, capital assets, equipment and maintenance, along with anticipated costs, to the Agency for consideration. The ultimate determination as to whether any such request is granted will be in the sole discretion of Agency, and any such improvements, assets, or equipment purchased with said funds shall be the property of Agency.

- e. Agency will provide the initial marking/painting of fields at Kenilworth Park for each sport season, after which the Contracting Party shall be responsible for maintaining said marking/painting the remainder of the sport season.
- f. Agency shall provide officials, liability insurance for Program participants, and utilities.
- g. Agency shall monitor the “drafting” of Program participants onto teams.
- h. Agency shall work with the Contracting Party to schedule and host quarterly meetings to discuss the Program. At least seven (7) days notice shall be provided to Contracting Party prior to such quarterly meeting, and an agenda shall be provided to Contracting Party at least three (3) days in advance of same. At said quarterly meeting, and upon request, Agency shall provide Contracting Party with reports and invoices related to any charges against Agency allocations for capital projects referenced above.
- i. Only the Agency shall be permitted to rent public facilities to third parties. To the extent the Contracting Party is willing to provide volunteers to supervise third party events at said facilities, Agency shall allocate the proceeds of said third party rental to the budget for capital projects requested by Contracting Party.

2. Obligations of the Contracting Party:

- a. The Contracting Party shall organize and operate the Program.
- b. The Contracting Party shall collect \$90.00 from each player who registers to play on any team sponsored by the Contracting Party.
- c. If multiple players from a single household register to play on a team sponsored by the Contracting Party, it shall instead collect \$90 for the first player, \$70 for the second player, and \$60 for each subsequent player in that household. Contracting Party shall require proof of residency to establish that multiple players live in the same household (i.e., copies of school enrollment records, birth certificates, etc.).
- d. Contracting Party shall remit 50% of all registration fees collected to Agency. Such payment shall be made to Agency within ten (10) days of collecting same.
- e. The Contracting Party may operate any concession stand(s) located on the premises during Contracting Party sponsored events. All individuals operating the concession stand(s) must be sixteen (16) years of age or older. Contracting Party shall supply all items to be sold through said concession stand(s). Alcoholic beverages may not be sold at Program events. Contracting Party shall be entitled to retain all proceeds from such concession sales, which proceeds shall be used to enhance or maintain the Program.

- f. The Contracting Party shall be responsible for cleaning the premises, including concession stand(s), following any Contracting Party sponsored event.
- g. If additional grass cuts are required beyond normal maintenance of Kenilworth Park for Program events, the Contracting Party shall be responsible for same.
- h. The Contracting Party shall make a first aid kit available at all Program events, including cold packs and/or ice.
- i. The Contracting Party shall ensure that no alcohol is allowed during Program events at any facility located on property owned by the St. Bernard Parish School Board.
- j. The Contracting Party shall provide all equipment necessary for Program events (i.e., chalk, paint, balls, etc.).
- k. The Contracting Party shall provide appropriate uniforms for all registered participants in Program events.
- l. The Contracting Party shall be responsible for any trophies which may be awarded to Program participants.
- m. The Contracting Party shall be responsible for selecting competent and responsible coaches for each sport and age group. All coaches must submit to a background check. The Contracting Party shall have all coaches complete background check forms, and will submit same to the Agency for submission by the Agency to the St. Bernard Parish Sheriff's Office.
- n. The Contracting Party shall ensure that all Program participants comply with any and all posted rules at Kenilworth Park and the Gauthier gymnasium.
- o. The Contracting Party shall maintain its books and records in an organized fashion. One per quarter, the Contracting Party shall prepare and submit to Agency a report concerning the number of registrants in the Program, registration fees collected, concession costs and sales, and fiscal outlays. Contracting Party shall also, upon request, make invoices, receipts, daily concession reports, general ledgers, journal details and income statements immediately available.
- p. The Contracting Party shall submit complete team rosters to the Agency for each sport in the Program, including each team member's name, age, address, and their parent's contact information (i.e., email and phone number).
- q. The Contracting Party shall report any serious maintenance and/or upkeep problems immediately to the Agency.
- r. Contracting Party shall attend the quarterly meetings referenced hereinabove and bring current copies of all books and records it is required to maintain pursuant to this agreement to said meetings.

ARTICLE II
TERMINATION FOR CAUSE

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

ARTICLE III
TERMINATION FOR CONVENIENCE

1. Agency may terminate the Agreement at any time by giving thirty (30) days written notice to Contracting Party. Upon receipt of notice, Contracting Party 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 IV
OWNERSHIP OF WORK PRODUCT, CONFIDENTIALITY AND COPYRIGHT

1. At any time during the term of this Agreement, and finally at the end of this engagement, Agency shall have the right to require the Contracting Party to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by Agency.

ARTICLE V
ASSIGNMENT

1. Contracting Party shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of Agency.

ARTICLE VI **FINANCIAL DISCLOSURE**

1. Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the provider is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the project goals and objectives.

ARTICLE VII **AUDIT CLAUSE**

1. It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data, records and accounts of the Contracting Party which relate to this Agreement, upon request.
2. The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement throughout its term and for a period of four years after the date termination and/or final payment under this Agreement, whichever is later.

ARTICLE VIII **AMENDMENTS IN WRITING**

1. Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and executed by all parties.

ARTICLE IX **FISCAL FUNDING (NON-APPROPRIATION) CLAUSE**

1. In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement by Agency for the then current or succeeding fiscal year, this Agreement shall impose no obligation on Agency as to such current or succeeding fiscal year. No right of action shall accrue to the benefit of the Contracting Party, its successors or assigns for any further payments.

ARTICLE X **TERM OF AGREEMENT**

1. The term of this Agreement shall commence on the date first above written and shall continue in effect until terminated as provided in Articles II or III.

ARTICLE XI **DISCRIMINATION CLAUSE**

1. The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, as amended, the Age Act of 1975, as amended, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. The Contracting Party acknowledges and agrees that any act of unlawful discrimination committed by Contracting Party, or any other failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE XII **INDEMNIFICATION**

1. To the fullest extent permitted by law, the Contracting Party will protect, defend, indemnify, and hold harmless Agency, its agents, elected officials, and employees (collectively, the "Indemnified Parties") from and against all claims, demands, actions, liabilities, losses (including, without limitation, economic losses), and costs, arising out of or related to any actual or alleged act or omission in the performance of this Agreement by the Contracting Party, its agents, employees, contractors, licensees, invitees, visitors and all other third parties. Notwithstanding anything in this Agreement to the contrary, the Contracting Party is not required to indemnify the Indemnified Parties for any loss that results from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that Contracting Party, its agents, employees, contractors, licensees, invitees, visitors or other third parties did not contribute to such gross negligence or willful misconduct.
2. Notwithstanding anything in this Agreement to the contrary, the Contracting Party, at its option, will immediately defend Agency from, or reimburse Agency for its costs incurred in the defense of any claim that actually, or potentially, falls within the scope of this indemnity, even if the claim is groundless, false, or fraudulent, or if the Contracting Party is absolved of liability.
3. The Contracting Party shall bear all expenses, including without limitation reasonable attorney fees, of Agency in enforcing the terms of this article.

ARTICLE XIII
PARTIAL INVALIDITY; SEVERABILITY

1. If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XIV
ENTIRE AGREEMENT; MODIFICATION

1. 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 both parties.

ARTICLE XV
CONTROLLING LAW

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

ARTICLE XVI
LEGAL COMPLIANCE

1. Agency shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, et seq.) in carrying out the provisions of this Agreement.

ARTICLE XVII
RELATIONSHIP BETWEEN THE PARTIES; EXCLUSION OF BENEFITS

1. The Contracting Party is engaged by Agency for the purposes set forth in this Agreement. The relationship between the Contracting Party and Agency shall be, and only be, that of an independent contractor and the Contracting Party shall not be construed to be an employee, agent, partner of, or in joint venture with, Agency.

ARTICLE XVIII
ACKNOWLEDGMENT OF EXCLUSION OF
WORKER'S COMPENSATION COVERAGE

1. Agency and the Contracting Party expressly agree that the Contracting Party is an independent contractor as defined in R.S. 23:1021(7) and, as such, expressly agree that Agency shall not be liable to the Contracting Party or to anyone employed by the Contracting Party for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana.

ARTICLE XIX
ACKNOWLEDGMENT OF EXCLUSION OF
UNEMPLOYMENT COMPENSATION COVERAGE

1. Agency and the Contracting Party expressly declare and acknowledge that the Contracting Party is an independent contractor and, as such, is being engaged by Agency under this Agreement as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:
 - A. The Contracting Party has been and will be free from any control or direction by Agency over the performance of the services covered by this Agreement;
 - B. The services to be rendered by the Contracting Party are outside the normal course and scope of Agency's usual business; and
 - C. The Contracting Party is customarily engaged in an independently established trade, occupation, profession, or business. Consequently, neither the Contracting Party nor anyone employed or contracted by the Contracting Party shall be considered an employee of Agency for the purpose of unemployment compensation coverage.

ARTICLE XX
FORCE MAJEURE

1. Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

ARTICLE XXI **EMPLOYMENT OF PARISH PERSONNEL**

1. The Contracting Party certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of St. Bernard Parish Government.

ARTICLE XXII **COVENANT AGAINST CONTINGENT FEES**

1. The Contracting Party warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the Contracting Party, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the Contracting Party any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Agency shall have the right to annul this Agreement without liability or, in Agency's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XXIII **REMEDIES FOR DEFAULT**

1. In the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana.

ARTICLE XIV **NOTICES**

1. All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

St. Bernard Parish Government
c/o Louis Pomes, Parish President
8201 W. Judge Perez Dr.
Chalmette, LA 70043

Kenilworth Knights Booster Club, Inc.
c/o Russell Kelly
2101 Torres Dr.
Saint Bernard, LA 70085

THUS DONE AND PASSED, this ___ day of September, 2024, in the presence of the undersigned competent witnesses and me, Notary Public, in the Parish of St. Bernard, State of Louisiana, after due reading of the whole.

WITNESSES:

ST. BERNARD PARISH GOVERNMENT

Louis Pomes, Parish President

NOTARY PUBLIC

Bar/Roll#: _____

Printed Name: _____

My Commission is for: _____

THUS DONE AND PASSED, this ___ day of September, 2024, in the presence of the undersigned competent witnesses and me, Notary Public, in the Parish of St. Bernard, State of Louisiana, after due reading of the whole.

WITNESSES:

KENILWORTH KNIGHTS BOOSTER CLUB, INC.

Russell Kelly, President

NOTARY PUBLIC

Bar/Roll#: _____

Printed Name: _____

My Commission is for: _____

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
ST. BERNARD PARISH GOVERNMENT AND
CAROLYN PARK BOOSTERS, INC.**

THIS COOPERATIVE ENDEAVOR AGREEMENT, (the “Agreement”) made and entered into this (enter date) day of (enter month) 20(enter year) by and between St. Bernard Parish Government, a political subdivision of the State of Louisiana (“Agency”) and Carolyn Park Boosters, Inc., a Louisiana Non-Profit Corporation (“Contracting Party”).

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, with the United States or its agencies, or with any public or private association, corporation, or individual;” and

WHEREAS, Agency desires to cooperate with the Contracting Party in the implementation of a recreational and team sports program for the youth of St. Bernard Parish (the “Program”);

WHEREAS, this Agreement comports with the governmental purpose of Agency in providing services to the residents of St. Bernard Parish;

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

NOW, THEREFORE, Agency and Contracting Party agree as follows:

**ARTICLE I
OBLIGATIONS OF THE PARTIES**

1. Obligations of the Agency:
 - a. Shall permit the Contracting Party use of Carolyn Park during posted hours of operation for Program events.
 - b. Shall permit the Contracting Party use of the Arabi Elementary gymnasium for Program events based on the following schedule:
 - i. After 5:30 p.m. on weekdays when there is no scheduled school board activity;
 - ii. All day on Saturdays; and
 - iii. All day on Sundays until 9:00 p.m.
 - c. Agency shall waive rental fees for the Contracting Party for the times and purposes set forth above.
 - d. Budget permitting, Agency shall allocate up to \$75,000.00 annually for capital improvements, capital assets, equipment, and maintenance to Carolyn Park

requested by the Contracting Party. The Contracting Party may submit requests for such capital improvements, capital assets, equipment and maintenance, along with anticipated costs, to the Agency for consideration. The ultimate determination as to whether any such request is granted will be in the sole discretion of Agency, and any such improvements, assets, or equipment purchased with said funds shall be the property of Agency.

- e. Agency will provide the initial marking/painting of fields at Carolyn Park for each sport season, after which the Contracting Party shall be responsible for maintaining said marking/painting the remainder of the sport season.
- f. Agency shall provide officials, liability insurance for Program participants, and utilities.
- g. Agency shall monitor the “drafting” of Program participants onto teams.
- h. Agency shall work with the Contracting Party to schedule and host quarterly meetings to discuss the Program. At least seven (7) days notice shall be provided to Contracting Party prior to such quarterly meeting, and an agenda shall be provided to Contracting Party at least three (3) days in advance of same. At said quarterly meeting, and upon request, Agency shall provide Contracting Party with reports and invoices related to any charges against Agency allocations for capital projects referenced above.
- i. Only the Agency shall be permitted to rent public facilities to third parties. To the extent the Contracting Party is willing to provide volunteers to supervise third party events at said facilities, Agency shall allocate the proceeds of said third party rental to the budget for capital projects requested by Contracting Party.

2. Obligations of the Contracting Party:

- a. The Contracting Party shall organize and operate the Program.
- b. The Contracting Party shall collect \$90.00 from each player who registers to play on any team sponsored by the Contracting Party.
- c. If multiple players from a single household register to play on a team sponsored by the Contracting Party, it shall instead collect \$90 for the first player, \$70 for the second player, and \$60 for each subsequent player in that household. Contracting Party shall require proof of residency to establish that multiple players live in the same household (i.e., copies of school enrollment records, birth certificates, etc.).
- d. Contracting Party shall remit 50% of all registration fees collected to Agency. Such payment shall be made to Agency within ten (10) days of collecting same.
- e. The Contracting Party may operate any concession stand(s) located on the premises during Contracting Party sponsored events. All individuals operating the concession stand(s) must be sixteen (16) years of age or older. Contracting Party shall supply all items to be sold through said concession stand(s). Alcoholic beverages may not be sold at Program events. Contracting Party shall be entitled to retain all proceeds from such concession sales, which proceeds shall be used to enhance or maintain the Program.

- f. The Contracting Party shall be responsible for cleaning the premises, including concession stand(s), following any Contracting Party sponsored event.
- g. If additional grass cuts are required beyond normal maintenance of Carolyn Park for Program events, the Contracting Party shall be responsible for same.
- h. The Contracting Party shall make a first aid kit available at all Program events, including cold packs and/or ice.
- i. The Contracting Party shall ensure that no alcohol is allowed during Program events at any facility located on property owned by the St. Bernard Parish School Board.
- j. The Contracting Party shall provide all equipment necessary for Program events (i.e., chalk, paint, balls, etc.).
- k. The Contracting Party shall provide appropriate uniforms for all registered participants in Program events.
- l. The Contracting Party shall be responsible for any trophies which may be awarded to Program participants.
- m. The Contracting Party shall be responsible for selecting competent and responsible coaches for each sport and age group. All coaches must submit to a background check. The Contracting Party shall have all coaches complete background check forms, and will submit same to the Agency for submission by the Agency to the St. Bernard Parish Sheriff's Office.
- n. The Contracting Party shall ensure that all Program participants comply with any and all posted rules at Carolyn Park and the Arabi Elementary gymnasium.
- o. The Contracting Party shall maintain its books and records in an organized fashion. One per quarter, the Contracting Party shall prepare and submit to Agency a report concerning the number of registrants in the Program, registration fees collected, concession costs and sales, and fiscal outlays. Contracting Party shall also, upon request, make invoices, receipts, daily concession reports, general ledgers, journal details and income statements immediately available.
- p. The Contracting Party shall submit complete team rosters to the Agency for each sport in the Program, including each team member's name, age, address, and their parent's contact information (i.e., email and phone number).
- q. The Contracting Party shall report any serious maintenance and/or upkeep problems immediately to the Agency.
- r. Contracting Party shall attend the quarterly meetings referenced hereinabove and bring current copies of all books and records it is required to maintain pursuant to this agreement to said meetings.

ARTICLE II
TERMINATION FOR CAUSE

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

ARTICLE III
TERMINATION FOR CONVENIENCE

1. Agency may terminate the Agreement at any time by giving thirty (30) days written notice to Contracting Party. Upon receipt of notice, Contracting Party 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 IV
OWNERSHIP OF WORK PRODUCT, CONFIDENTIALITY AND COPYRIGHT

1. At any time during the term of this Agreement, and finally at the end of this engagement, Agency shall have the right to require the Contracting Party to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by Agency.

ARTICLE V
ASSIGNMENT

1. Contracting Party shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of Agency.

ARTICLE VI **FINANCIAL DISCLOSURE**

1. Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the provider is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the project goals and objectives.

ARTICLE VII **AUDIT CLAUSE**

1. It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data, records and accounts of the Contracting Party which relate to this Agreement, upon request.
2. The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement throughout its term and for a period of four years after the date termination and/or final payment under this Agreement, whichever is later.

ARTICLE VIII **AMENDMENTS IN WRITING**

1. Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and executed by all parties.

ARTICLE IX **FISCAL FUNDING (NON-APPROPRIATION) CLAUSE**

1. In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement by Agency for the then current or succeeding fiscal year, this Agreement shall impose no obligation on Agency as to such current or succeeding fiscal year. No right of action shall accrue to the benefit of the Contracting Party, its successors or assigns for any further payments.

ARTICLE X **TERM OF AGREEMENT**

1. The term of this Agreement shall commence on the date first above written and shall continue in effect until terminated as provided in Articles II or III.

ARTICLE XI **DISCRIMINATION CLAUSE**

1. The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, as amended, the Age Act of 1975, as amended, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. The Contracting Party acknowledges and agrees that any act of unlawful discrimination committed by Contracting Party, or any other failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE XII **INDEMNIFICATION**

1. To the fullest extent permitted by law, the Contracting Party will protect, defend, indemnify, and hold harmless Agency, its agents, elected officials, and employees (collectively, the "Indemnified Parties") from and against all claims, demands, actions, liabilities, losses (including, without limitation, economic losses), and costs, arising out of or related to any actual or alleged act or omission in the performance of this Agreement by the Contracting Party, its agents, employees, contractors, licensees, invitees, visitors and all other third parties. Notwithstanding anything in this Agreement to the contrary, the Contracting Party is not required to indemnify the Indemnified Parties for any loss that results from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that Contracting Party, its agents, employees, contractors, licensees, invitees, visitors or other third parties did not contribute to such gross negligence or willful misconduct.
2. Notwithstanding anything in this Agreement to the contrary, the Contracting Party, at its option, will immediately defend Agency from, or reimburse Agency for its costs incurred in the defense of any claim that actually, or potentially, falls within the scope of this indemnity, even if the claim is groundless, false, or fraudulent, or if the Contracting Party is absolved of liability.
3. The Contracting Party shall bear all expenses, including without limitation reasonable attorney fees, of Agency in enforcing the terms of this article.

ARTICLE XIII
PARTIAL INVALIDITY; SEVERABILITY

1. If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XIV
ENTIRE AGREEMENT; MODIFICATION

1. 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 both parties.

ARTICLE XV
CONTROLLING LAW

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

ARTICLE XVI
LEGAL COMPLIANCE

1. Agency shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, et seq.) in carrying out the provisions of this Agreement.

ARTICLE XVII
RELATIONSHIP BETWEEN THE PARTIES; EXCLUSION OF BENEFITS

1. The Contracting Party is engaged by Agency for the purposes set forth in this Agreement. The relationship between the Contracting Party and Agency shall be, and only be, that of an independent contractor and the Contracting Party shall not be construed to be an employee, agent, partner of, or in joint venture with, Agency.

ARTICLE XVIII
ACKNOWLEDGMENT OF EXCLUSION OF
WORKER'S COMPENSATION COVERAGE

1. Agency and the Contracting Party expressly agree that the Contracting Party is an independent contractor as defined in R.S. 23:1021(7) and, as such, expressly agree that Agency shall not be liable to the Contracting Party or to anyone employed by the Contracting Party for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana.

ARTICLE XIX
ACKNOWLEDGMENT OF EXCLUSION OF
UNEMPLOYMENT COMPENSATION COVERAGE

1. Agency and the Contracting Party expressly declare and acknowledge that the Contracting Party is an independent contractor and, as such, is being engaged by Agency under this Agreement as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:
 - A. The Contracting Party has been and will be free from any control or direction by Agency over the performance of the services covered by this Agreement;
 - B. The services to be rendered by the Contracting Party are outside the normal course and scope of Agency's usual business; and
 - C. The Contracting Party is customarily engaged in an independently established trade, occupation, profession, or business. Consequently, neither the Contracting Party nor anyone employed or contracted by the Contracting Party shall be considered an employee of Agency for the purpose of unemployment compensation coverage.

ARTICLE XX
FORCE MAJEURE

1. Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

ARTICLE XXI
EMPLOYMENT OF PARISH PERSONNEL

1. The Contracting Party certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of St. Bernard Parish Government.

ARTICLE XXII
COVENANT AGAINST CONTINGENT FEES

1. The Contracting Party warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the Contracting Party, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the Contracting Party any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Agency shall have the right to annul this Agreement without liability or, in Agency's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XXIII
REMEDIES FOR DEFAULT

1. In the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana.

ARTICLE XIV
NOTICES

1. All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

St. Bernard Parish Government
c/o Louis Pomes, Parish President
8201 W. Judge Perez Dr.
Chalmette, LA 70043

Carolyn Park Boosters, Inc.
c/o Kelly Schubert
2820 Delille St.
Chalmette, LA 70043

THUS DONE AND PASSED, this ___ day of September, 2024, in the presence of the undersigned competent witnesses and me, Notary Public, in the Parish of St. Bernard, State of Louisiana, after due reading of the whole.

WITNESSES:

ST. BERNARD PARISH GOVERNMENT

Louis Pomes, Parish President

NOTARY PUBLIC

Bar/Roll#: _____

Printed Name: _____

My Commission is for: _____

THUS DONE AND PASSED, this ___ day of September, 2024, in the presence of the undersigned competent witnesses and me, Notary Public, in the Parish of St. Bernard, State of Louisiana, after due reading of the whole.

WITNESSES:

CAROLYN PARK BOOSTERS, INC.

Andrew Oakman, President

NOTARY PUBLIC

Bar/Roll#: _____

Printed Name: _____

My Commission is for: _____