

1 The following Resolution was offered unanimously by the Council of the City of Harahan:

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3 **RESOLUTION NO. 2017 - 568**

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5 **COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN**
6 **THE CITY OF HARAHAH AND THE HARAHAH ATHLETIC ASSOCIATION**

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8 WHEREAS, the City of Harahan (hereinafter “Harahan”), a Louisiana municipality, and
9 the Harahan Athletic Association (hereinafter “the HAA”), a Louisiana non-profit corporation,
10 share certain goals in regard to the provision of recreational opportunities for Harahan’s youth;
11 and,

12
13 WHEREAS, Harahan, through its Recreation Department, maintains municipal property
14 known as the Harahan Sports Field (Playground) and attendant improvements thereon, viz., the
15 Harahan Gym, located at 6610 10th Street, Harahan, Louisiana, for recreational purposes; and,

16
17 WHEREAS, the HAA has for many years utilized the Playground, the Gym and its
18 concession stand(s) (Premises) for fundraising, and other, events to benefit the Harahan
19 Recreation Department; and,

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21 WHEREAS the HAA has, in the past, made financial contributions to benefit the athletes
22 and their families and the community who enjoy the facility and contributed its members’ labor
23 for maintenance thereof; and,

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25 WHEREAS, Harahan and the HAA wish to continue, and to formalize, the arrangement
26 for the use of the Premises and have determined that a cooperative endeavor agreement can best
27 provide the vehicle for achieving their mutual objectives;

28
29 NOW THEREFORE, Harahan and the HAA agree as follows:

- 30
31 1. Term of Agreement. The term of this Cooperative Endeavor Agreement (Agreement) is
32 January 1, 2017 through December 31, 2021.
- 33 2. Scope of Agreement. This Agreement applies to the Harahan Sports Field (Playground)
34 and attendant improvements thereon, viz., the Harahan Gym, located at 6610 10th Street,
35 Harahan, Louisiana (Premises);
- 36 3. Use. The uses permitted under this Agreement are uses attendant on or related to
37 athletic/fundraising events benefitting the HAA and Harahan (Events) and which are
38 consistent with the HAA’s non-profit purpose. The HAA shall leave the Premises in
39 substantially the condition found before the Event, normal wear and tear excepted.
- 40 4. Dates of Use. Harahan grants the HAA use of the Premises for Events to a maximum of
41 twenty (20) Events per calendar year, provided that the date of the Event(s) does not
42 conflict with prior scheduled uses of the Premises. HAA will notify Harahan of the dates
43 of the proposed Events not fewer than 15 days prior to the Event.

- 44 5. Insurance. For all Events to which the general public is Explicitly invited via
45 advertisement by the HAA, the HAA shall, for the specific event, carry and maintain at
46 its own cost and expense a policy or policies of comprehensive general liability insurance
47 against all claims, specifically excepting premises liability claims, for personal injury or
48 injuries, including death and property damage arising out of the HAA's use of the
49 Premises, such insurance to afford protection to the limits of not less than \$1,000,000.00
50 Dollars combined single limit, per occurrence, and \$2,000,000.00 Dollars aggregate, in
51 respect to injury to persons (including death), and in respect to property damage or
52 destruction, including loss of use thereof. Said policy or policies of insurance shall name
53 Harahan as an additional insured, not merely as a certificate holder, and such policy or
54 policies shall be endorsed as such if necessary.
- 55 6. Indemnity. To the fullest extent permitted by law, the HAA agrees to defend, indemnify,
56 and hold harmless Harahan from any and all claims, causes of action and/or lawsuits,
57 judgments, damages, penalties, fines, liabilities, losses, costs, and expenses of any kind or
58 nature, excepting any and all claims for premises liability, which arise out of the
59 negligence and/or fault of the HAA in its operation of the Event(s), including but not
60 limited to, any such claims, causes of action and/or lawsuits alleging bodily injury,
61 personal injury, pain, mental anguish and/or death, and/or property loss or damage,
62 arising from the negligence or fault of the HAA.
- 63 7. Governing Law. The parties to this Agreement understand and agree that the provisions
64 herein shall, between them, have the effect of law, but in reference to matters not
65 provided for herein, this Agreement shall be governed by the laws of the State of
66 Louisiana, without regard to its conflicts of laws provisions.
- 67 8. No Waiver. Failure of either party to require strict performance of any of the covenants,
68 provisions, or conditions of this Agreement, on one or more occasions, shall not
69 constitute a waiver by either party thereafter to require strict compliance with said
70 covenants, provisions, and conditions.
- 71 9. Severability If any term or provision of this Agreement, or application thereof to any
72 person or circumstances shall, to any extent, be invalid or unenforceable, the remainder
73 of this Agreement, or the application of such term or provision to persons or
74 circumstances other than those affected thereby, and each term and provision of this
75 Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 76 10. Amendments. Any amendment to this Agreement must be in writing and oral
77 representations shall not constitute an amendment to this Agreement under any
78 circumstances.
- 79 11. Termination. Notwithstanding anything herein to the contrary, in the event that either
80 party determines, in its sole and absolute discretion, that it wishes to terminate this
81 Agreement prior to the end of its Term, it may do so by providing thirty (30) days

82 advance written notice to the non-terminating party of its election to terminate this
83 Agreement, upon which this Agreement shall terminate and neither party shall have any
84 further obligation to the other, except for those obligations set forth herein which
85 expressly survive termination.

86 12. Equivalences. The Parties acknowledge that the rights granted, and the obligations
87 undertaken, herein have a reasonable expectation of being at least equivalent in value.

88 13. Notice. Any notices due under this Agreement shall be by hand-delivery, facsimile or
89 U.S. Mail with proper postage addressed to City of Harahan, Harahan City Hall, 6437
90 Jefferson Highway, Harahan, LA 70123, Attention: Administrator and the
91 Harahan Athletic Association,
92 6601 Tenth St. , Harahan LA, Attention:
93 Eric Chatelain. Notices due hereunder shall be effective on the
94 date of delivery if hand-delivered or sent via facsimile or on the third business day after
95 mailing if sent by U.S. Mail, first class delivery.

96 14. This Agreement may be executed in one or more counterparts, which, taken together,
97 shall constitute one binding agreement.

98 The foregoing resolution having been submitted to vote, the vote thereon was as follows:

99 YEAS: Baudier, Benton, Huete, Johnston, Wheeler
100 NAYS: None
101 ABSENT: None
102 ABSTENTION: None
103

104 And this resolution was declared adopted on this 20th day of April, 2017.

105

106 Nicole Lee
107 _____
108 Nicole Lee, City Clerk
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110 CITY OF HARAHAN

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115 Tina Miceli
116 _____
117 By: Tina Miceli
118 Title: Mayor
Date: 4-25-2017

HARAHAN ATHLETIC ASSOCIATION,
INC.

Eric Chatelain

By: Eric Chatelain
Title: President
Date: 4/25/17