

## **COOPERATIVE ENDEAVOR AGREEMENT**

This Cooperative Endeavor Agreement is entered into by and between:

**THE CITY OF HAMMOND**, represented herein by its duly authorized and empowered Mayor, Mayson H. Foster, by the authority given by resolution of the Hammond City Council (“City”), and

**RIPTIDE AQUATICS, previously known as RIPTIDE SWIM CLUB**, a Louisiana non-profit corporation, by its authorized officer (“Riptide”);

who declare and agree as follows:

**WHEREAS**, Riptide exists primarily for the purpose of providing physical, social and educational enhancement and enjoyment through swim activities (the “Services”); and

**WHEREAS**, the City is a home rule charter government, having all powers not denied by its charter or by general law or inconsistent with the constitution, including but not limited to the specific power to provide programs to promote social, physical and educational opportunities and enhance the quality of life and other leisure-time activities; and

**WHEREAS**, the Services will provide social, physical and educational enjoyment, provide for the efficient operation of a swim program and enhance the quality of life of Hammond citizens; and

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

### **I. AGREEMENT**

1. The term of this Agreement is from April 1, 2014 to September 30, 2014 (the “Term”). Riptide shall have full authority and responsibility for the operation of the Zemurray Park swimming pool (the “Pool”) during the Term. Riptide will be responsible for cleaning and prepping the Pool for general use. Riptide shall have the Pool open for general use by the public on or before May 31, 2014.
2. Riptide will hire and employ at its expense all necessary personnel for the Pool, including lifeguards. Riptide will also be responsible for all payroll taxes and W-2 forms.
3. Riptide will maintain the pool, deck, locker rooms and the front entrance to the Pool. The City will provide necessary supplies such as chemicals, paper products, trash bags and gloves. The City will be responsible for any repairs to the pool, deck, locker rooms and the front entrance to the Pool.

4. Riptide will operate the Pool for use by the general public Monday through Saturday from 1pm-5pm; closed on Sunday. The Pool will only open on Saturdays in August with the last day being Labor Day. Riptide will provide a proper amount of lifeguards during every shift.
5. Riptide will provide lifeguards for the city's day pool program during the pre-arranged swim time and pool rentals.
6. Pool rentals will be the exclusive responsibility of Riptide. Pool facility rental fees will be determined by and be the property of the City. Fees collected for lifeguards, security, maintenance and other fees deemed necessary will be determined by and be the property of Riptide.
7. The City will receive the funds generated from the "Open Swim" fees.
8. The City will provide trash pick up a minimum of 2 days a week.
9. The City and Riptide will make a joint inspection of the pool, deck, locker rooms and the front entrance to the Pool to document the condition and any necessary repairs.
10. Riptide will provide the City with a Certificate of Insurance evidencing comprehensive general liability coverage against claims for injury or death to persons or damage to property in connection with the Services, with combined single limits of \$1,000,000 per occurrence and an aggregate limit of \$1,000,000, with the City named as an additional insured. Riptide shall provide the City with a copy of this Certificate prior to providing any Services under this Agreement.
11. Riptide will provide swim lessons to participants on free and reduced lunch at a discounted rate. Other participants will pay the regular price. Funds generated from the swim lessons and other aquatic programs will be the property of Riptide.
12. Riptide will have use of the Pool for Riptide's year round swim team, adult swim team and the summer swim team. Funds generated for the swim team will be the property of Riptide.
13. Riptide will promptly reimburse the City for the cost of any repairs or damage beyond customary wear and tear and maintenance that is caused by the negligence or intentional conduct of Riptide's employees, agents and officers.
14. The City will pay Riptide for the Services the maximum amount of Thirty Seven Thousand Dollars (\$37,000.00) payable as follows: (a) \$2,000.00 on or before **April 30, 2014** to cover worker's compensation insurance, and (b) per invoice submitted to the City on a weekly basis with a reasonable itemization of hours expended and time charged for the prior week.
15. During the Term, including the periods of operation of the Pool, the City will keep the Pool in reasonable repair, provided that Riptide will promptly give the City written notice of the necessity for any repairs, except to the extent that Riptide is responsible as provided under this

Agreement. Otherwise, Riptide shall at all times maintain the Pool in the same condition as when tendered by the City, reasonable wear and tear and insured casualty excepted.

16. The City will pay any and all expenses incurred for utilities for the Pool, including without limitation water, sewage, electricity and gas.

17. Riptide will observe all legal requirements pertaining to the operation and use of the Pool and providing the Services.

18. All notices and communications required or permitted by this Agreement will be in writing and delivered in person or by certified mail, return receipt requested, and addressed to the other party at the following addresses or any subsequent address for which notice is given under this paragraph, effective upon mailing:

RIPTIDE: Riptide Aquatics  
116 Frenchmen Drive  
Mandeville, LA 70448

City: City of Hammond  
Attn: Mayor Mayson Foster  
P.O. Box 2788  
Hammond, LA 70404

19. This Agreement constitutes the entire understanding of the City and Riptide concerning the subject matter of this Agreement and supersedes any prior oral or written and any contemporaneous oral agreements, understandings, promises, or representations.

20. This Agreement will be amended only by an agreement in writing signed by the Mayor and Riptide.

21. The deadlines set forth herein for the performance of obligations by the parties shall be extended for a reasonable time in the event that a natural or man-made catastrophe (including, without limitation, storms, earthquakes, fires or acts of domestic or international terrorism) causes a material disturbance in the availability of services (including, without limitation, utilities, banking, transportation and insurance) or building products only if such disturbance materially and adversely affects the ability of either or both of the parties hereto to timely perform their obligations.

22. Riptide shall indemnify and hold harmless the City, the City's employees, agents and officers from and against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the City, the City's employees, agents and officers growing out of, resulting from, or by reason of any act or omission relating to the Services, use of the Pool or in connection with the discharge or performance of the terms of this Agreement by Riptide. Such indemnification shall include the City's fees and costs of litigation, including, but not limited to, reasonable attorney's fees. Riptide shall provide and bear the expense of an insurance policy covering this indemnity

provision as recited above and arising under this Agreement and as provided in Section 10 of this Agreement.

23. Riptide agrees not to discriminate in its practices related to the Services, and will operate the Pool without regard to race, color, religion, or national origin.

24. Riptide shall not operate the Services in any manner that is unlawful or in violation of any rules, ordinances, or any other laws. Riptide assumes the sole responsibility for complying with all ordinances and laws of any applicable governmental agency as to Riptide's activities related to the Services.

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

26. This Agreement may be terminated by either party, with or without cause, upon seven (7) days prior written notice. In the event of termination, Riptide shall be paid for Services rendered prior to the effective date of termination. Riptide shall return to the City any prepaid fees or charges on a prorata basis covering the period of time for Services after termination.

**THUS DONE AND SIGNED** by the City of Hammond through its authorized representative in the presence of me, Notary Public, on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

WITNESSES:

CITY OF HAMMOND

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Mayson Foster, Mayor

\_\_\_\_\_  
NOTARY PUBLIC

**THUS DONE AND SIGNED** by Riptide Aquatics, through its authorized representative in the presence of me, Notary Public, on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

WITNESSES:

Riptide Aquatics, previously known as  
Riptide Swim Club

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Judith P. Reichert

\_\_\_\_\_  
NOTARY PUBLIC