

# COOPERATIVE ENDEAVOR AGREEMENT

Between

Ascension Parish Government

And

The Ascension Parks Foundation

This Cooperative Endeavor Agreement (the "Agreement") is made and entered into effective on the 17<sup>th</sup> day of March, 2023 (the "effective date") by and between:

**ASCENSION PARISH GOVERNMENT** (hereinafter referred to as the Parish), represented herein by its President, Clint Cointment, and

**THE ASCENSION PARKS FOUNDATION** (hereinafter referred to as the Foundation), represented herein by Tia Start, its President.

**WHEREAS**, this Agreement is for the purpose of operation and maintenance of recreational programs and activities throughout Ascension Parish.

**WHEREAS**, in accordance with Article VII, Section 14(c) of the Constitution of the State of Louisiana, which authorizes the State and its political subdivisions to engage in cooperative endeavors for a public purpose; and

**WHEREAS**, the Ascension Parish Government Recreation Department 's mission is to enrich the quality of life of all Ascension Parish residents by providing safe and sustainable places to play, engaging in innovative programs, exceptional parks and recreation facilities and outstanding health and wellness opportunities through collaboration with residents, businesses and other agencies; and

**WHEREAS**, Ascension Parks Foundation, Inc. is a nonprofit corporation with the mission of improving the health and wellness, and quality of life and conserve green space in the Parish of Ascension by working with the Parish of Ascension Recreation Department to improve access, functionality, and availability of different recreation options including programming in Ascension Parish.

**WHEREAS**, the parties have a common mission to provide recreational services to the residents of Ascension Parish in order to improve the quality of life in the Parish.

**NOW, THEREFORE**, in consideration of the promises and mutual representations, warranties, and covenants herein contained, the parties hereby agree as follows:

**FOUNDATION** is hereby authorized to market sponsorship/advertising opportunities on behalf of Parish throughout recreation facilities in the Parish.

**FOUNDATION** shall use the proceeds derived therefrom to make capital improvements to projects determined by the Recreation Department. When completed, such improvements shall become the property of the PARISH without further obligation to FOUNDATION.

**FOUNDATION** will keep the **PARISH** constantly informed relative to aforementioned endeavors, including but not limited to, providing **PARISH** with all accounting in connection therewith.

**PARISH** will continue to be responsible for all upkeep and maintenance of the Park and shall inform it liability and property insurers of this agreement.

**FOUNDATION** agrees to defend, indemnify, save and hold the **PARISH** harmless from and against any and all claims, demands, expense, and liability arising out of injury or death to any person or the damage, loss, or destruction of any property which may occur or in any way grow out of any negligent act, error or omission of the **FOUNDATION**, its agents, servants and employees, and any and all costs, expense and/or attorney fees incurred by **FOUNDATION**, as a result of any such claim, demands, and/or causes of action.

This Agreement is strictly between the parties, and shall not be assigned without the express consent of the parties.

This Agreement shall continue until such a time as either party hereto notifies the other in writing that it wishes to terminate the Agreement with 30 days written notice in advance of termination.

No modification to this Agreement shall be binding unless approved in writing by both parties.

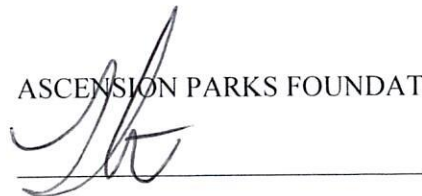
ASCENSION PARISH GOVERNMENT



Clint Cointment, President

Date: 3/17/23

ASCENSION PARKS FOUNDATION, INC.



Tia Starr, President

Date: 3/17/23