

COOPERATIVE ENDEAVOR AGREEMENT

This Agreement made by and between:

CITY OF RUSTON, LOUISIANA, a municipal corporation of the State of Louisiana, appearing herein by and through Ronny Walker, its duly authorized Mayor,

hereinafter referred to as “City”, and

BOYS AND GIRLS CLUB OF NORTH CENTRAL LOUISIANA, a non-profit corporation organized under the laws of the State of Louisiana, domiciled in Ruston, Louisiana, appearing herein by and through the undersigned and duly authorized representative,

hereinafter referred to as “BGC”, who have agreed as follows:

1. **AGREEMENT.** For and in consideration of the mutual benefits accruing to each of the parties and the citizens of Ruston, Louisiana, and Lincoln Parish, Louisiana, and as authorized and provided for in Article VII, Section 14 (c) of the Louisiana Constitution and LSA-R.S. 33:1321, et seq., the City and BGC enter into this Cooperative Endeavor Agreement (the or this “Agreement”) for the operation of a community program for boys and girls, pursuant to the terms and conditions set forth herein.

2. **CITY OBLIGATIONS.** City agrees to:

- 2.1 Allow BGC use of the Ruston Community Center (Old National Guard Armory) on Memorial Drive in Ruston, Louisiana (the “Facility”), except for the North Louisiana Military Museum storage area located in the southeast corner of the Facility (previously known as the Armory Supply Room), which Facility is owned by the City of Ruston and managed by the Fleet and Facilities Manager of the City (the “Manager”).
- 2.2 Pay all utility bills.
- 2.3 Provide all grounds maintenance.
- 2.4 Work with BGC to ensure overlapping programs are minimized.
- 2.5 Provide Bobby James Gym, as available, for recreational programming of BGC activities. Use of the Bobby James Gym will be subject to previous RPAR and Ruston High School scheduling.

2.6 Provide the sum of Fifty Thousand Dollars (\$50,000.00), to be expended by BGC with the administration of the programs and services referred to herein as Exhibit “A”.

3. **BGC OBLIGATIONS.** BGC agrees to:

3.1 Provide the programs and services referred to in Exhibit “A”. BGC shall provide quarterly reports to the City indicating the number of children participating in each program.

3.2 Use their own recreational equipment and programming materials.

3.3 Allow representatives of the City to inspect all areas of the Facility at any time.

3.4 Provide all janitorial services at the Facility to maintain a fresh, neat, and clean appearance at all times.

3.5 Remove daily all litter and debris from the interior and exterior of the Facility.

3.6 Disallow use of the Facility for purposes other than those exclusively for BGC approved and supervised programming and activities.

3.7 Maintain and keep in good repair all mechanical, plumbing, electrical, and structural systems, making repairs as noted on inspection reports from City, or otherwise directed by the Public Works Director or his/her designee. No modifications or alterations, including painting, are allowed to be made to the Facility without the prior written approval of the Public Works Director.

3.8 BGC shall keep records of all expenditures of funds provided by City and shall provide to City bank statements and copies of all checks and supporting documentation for all expenditures of City funds for the term of this Agreement and/or provide a copy of any audit performed for the period covered by this Agreement, at the sole discretion of the City.

4. **GENERAL PROVISIONS.** City and BGC respectively agree:

4.1 At all times the Facility is being used for BGC approved and supervised programming or activities, designated and appropriate BGC personnel shall be available to supervise and monitor the Facility.

- 4.2 BGC shall indemnify, defend, and hold harmless the City, its employees, agents, and representatives, from any and all suits, claims, actions, causes of action, losses, expenses, or damages, including attorney fees, relating to, in connection with, or arising out of, or resulting from the use and enjoyment of the Facility and all privileges granted herein by this Agreement between the City and BGC, with respect to all persons, including all agents, employees, servants, or invitees of BGC, as well as all property, whether emanating by way of intentional acts, negligence, non-performance, or strict liability, and the City is further extended the immunity from liability provided by LSA-R.S. 9:3221.
- 4.3 BGC shall at all times, and at its expense, carry the minimum insurance shown below, and shall provide the City with a certificate of insurance, with a minimum 30 days notice of cancellation or material change provided to the City. All insurance policies shall name the City as an additional insured. Coverage to be provided as follows:
- a) Comprehensive general liability, including contractual coverage, in the amount of \$1,000,000 per occurrence.
 - b) Tenant’s liability insurance with minimum limits of at least \$100,000 for any one person, and \$300,000 for any one occurrence.
 - c) Workers Compensation Insurance and employer’s liability insurance fully covering BGC’s operations under this Agreement.
- 4.4 No rights under this Agreement may be assigned or transferred by BGC in whole or in part.
- 4.5 This Agreement shall be in effect for one year, commencing January 1, 2020, and ending on December 31, 2020.
- 4.6 Each of the undersigned parties appearing herein on behalf of a party in a representative capacity personally warrants that they have the power and authority to bind the respective parties which they represent.

CITY OF RUSTON, LOUISIANA

**BOYS AND GIRLS CLUB OF
NORTH CENTRAL LOUISIANA**

By: _____
Ronny Walker, Mayor

By: _____

Title: _____

Address: P. O. Box 2069
Ruston, LA 71273

Address: _____

Telephone No.: 318-251-8621

Telephone No.: _____

FAX No.: 318-251-8612

FAX No.: _____

Date: _____

Date: _____

EXHIBIT A

A. Programming, Meals and Other Activities.

The Ruston Unit of the Boys and Girls Club of North Central Louisiana (“BGC” or “Club”) serves youth between the ages of 6 and 18 in two different types of programming, the After-School Program and the Summer Day Camp, as well as provide meals and other activities which, at a minimum, are listed as follows:

1. After-School Program.

- (a) Hours are 2:45-6:45 p.m., Monday through Friday. Club members (approximately 85 kids per day) are divided into 6 groups which are supervised by caring, adult staff members (Group Leaders). Each group rotates through a structured activity schedule every afternoon. Upon arrival each afternoon, Club members sign-in at the front desk and then stow their belongings in a designated storage area. The first 45 minutes of the afternoon is designed for the kids to unwind in the gym during supervised “Free Play”. Healthy snacks are served during this time, and a concession stand is open for purchasing other food items.

After-School programming begins at 3:30pm each day.

- (b) Some of the programs offered at the Club include:

Power Hour (Homework Assistance), Organized Games & Sports, Teen Center, Game Room, Arts & Crafts, Computer Lab, SMART Moves (Character-Building and Life Skills classes), Foreign Languages (French or Spanish), and more as other programs and instructors are available.

- (c) Volunteers routinely visit the Club with special activities, mentoring, and assemblies. Special club members and employees are recognized each month for outstanding service and leadership. Awards are given for Member of the Month and Employee of the Month. The Ruston Club also participates in the national Youth of the Year program for Boys & Girls Clubs of America.

2. Summer Day Camp.

- (a) Hours are 7:30 a.m.-5:30 p.m., Monday through Friday. Club members (approximately 85 kids per day) are divided into 6 groups which are supervised by caring, adult staff members (Group Leaders). Each group rotates through a structured, daily activity schedule.

3. Meals.

The Club participates in the federal Summer Food Service Program. The Club's kitchen staff prepares hundreds of meals each day for Club campers and for the Club's feeding program outside community partners. Summer campers are fed breakfast, a mid-morning snack, and lunch everyday.

4. Other Activities.

- (a) Swimming 3 days a week.

Many field trips and other off-site activities are scheduled during the 8-week summer camp.

Partners with Student Life, a summer missions program at Louisiana Tech University, each summer. Student Life workers bring a fresh injection of energy and fun activities to the camp.

- (b) Some of the Club's regular after-school programming continues throughout the summer. Other summertime offerings include: Healthy Habits (health and nutrition program), Fitness Class (daily aerobic activities), Junior Staff/Gophers (leadership training and job-readiness program), Boys & Girls Club Week (end of summer carnival), and more as other programs and instructors are available. Awards are also given during the summer for Member and Employee of the Month.

B. Philosophy and Youth Development Outcomes.

The philosophy and youth development outcome of the Ruston Unit of the BGC is set forth as follows:

1. Philosophy.

The Club has learned that the level of impact a Club has on young people depends on how often and how long members participate, as well as how well the Club implements these five key elements:

- (a) A safe, positive environment
- (b) Fun
- (c) Supportive relationships
- (d) Opportunities and expectations
- (e) Recognition

Through frequent participation in Club programming that intentionally incorporates the above key elements, young people become productive, caring, responsible citizens.

2. Youth Development Outcome.

The Youth Development Outcome below describes the expectations and goals for young people:

- (a) Positive Self-Identity: Youth set and attain goals and have a positive view of their future, confidently making the necessary decisions to achieve their life plans.
- (b) Health and Well-Being: Youth adopt a healthy diet. They practice healthy lifestyle choices and make a lifelong commitment to fitness.
- (c) Positive Values: Youth develop and demonstrate strong character and are guided by positive values including honesty, integrity, caring and fairness.
- (d) Commitment to Learning: Youth value education and lifelong learning and make them an integral part of their future plans.
- (e) Community and Civic Involvement: Youth are engaged citizens of their community and the world.