

## 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

**RUSTON-LINCOLN CHAMBER OF COMMERCE**, a non-profit corporation organized under the laws of the State of Louisiana, domiciled in Ruston, Lincoln Parish, Louisiana, appearing herein by and through Judy Copeland, its duly authorized President;

hereinafter referred to as “Chamber”, 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 the Chamber enter into this Cooperative Endeavor Agreement (the or this “Agreement”) for the operation of a community festival known as the “Louisiana Peach Festival,” pursuant to the terms and conditions set forth herein.

2. **Chamber Obligations.** Chamber agrees to:

- 2.1 Plan, coordinate and operate a festival designated as the “Louisiana Peach Festival” (the “Peach Festival”) in Summer of each year in the City, which shall include numerous events designed to attract citizens of the City and Lincoln Parish (the “Parish”) as well as visitors from surrounding areas, and to produce a positive economic impact for the City and Parish while emphasizing the historic importance of peaches to the local economy, and promoting the diverse cultural aspects of the City, Parish and North Central Louisiana.
- 2.2 Promote the City as a location of the Peach Festival with approximately \$20,000 in advertising.
- 2.3 Document the economic impact of the Peach Festival with a goal to produce an economic impact of greater than \$500,000.
- 2.4 Promote the goodwill of the City and the Parish through the promotion of the Peach Festival.
- 2.5 Promote the City and the Parish as a tourist destination.

2.6 Through affiliation with the Ruston-Lincoln Parish Convention and Visitor’s Bureau, pursue designation of the Peach Festival as a “Top 20 Tourism Event” by the Southeast Tourism Society.

3. **City Obligations.** City agrees to:

3.1 Allow the Chamber use of certain City property and facilities, including streets, sidewalks, parking areas, grounds and buildings after advance permission is requested by Chamber and granted by City.

3.2 [Public Works] (a) Provide clean-up crew after parade including street sweeper; (b) supply extra refuse containers and extra garbage services at Railroad Park, the Civic Center and the City Parking Lot (Sexton Lot) as resources permit; (c) supply barricades for events as resources permit; and (d) consider allowing storage for festival materials behind the Ruston Community Center (Old Armory), to be coordinated through the Fleet and Facilities Manager of the City.

3.3 [RPAR] (a) Sponsor, provide and administer awards for certain events as requested by Chamber, and agreed to by Chamber and City; and (b) if requested, assist with set up around the City Hall/Civic Center as resources permit.

3.4 [RPD] (a) Increase patrol staff for the week preceding the Arts & Craft Show to provide police presence at and during various events as resources permit; and (b) provide and manage additional personnel for the general security of the downtown area and other areas and times as agreed to by the Chamber and City Chief of Police as resources permit.

4. **General Provisions.** City and Chamber respectively agree:

4.1 Chamber shall request permission in advance to use designated City property and facilities and shall also specify the dates, times and actual manner of use of such property and facilities. City shall have the sole authority, at its discretion, to allow or not allow the use, as well as the time and manner of use, of City property or facilities. Further, the City shall have the sole authority, at its discretion, to determine and control the use of Railroad Park, the Civic Center grounds and the City Parking Lot (Sexton Lot), as well as all City parking areas and streets.

4.2 At all times City facilities are being used by Chamber in connection with the Peach Festival, Chamber shall designate and provide

personnel necessary to supervise and monitor the City facilities being used.

4.3 City authorizes Chamber to require all Peach Festival vendors to obtain a permit from Chamber in order to regulate the location of vendors.

4.4 Chamber shall at all times, and at its expense, carry the minimum insurance shown below and provide City with a certificate of insurance reflecting coverage prior to commencing operations pursuant to this Agreement, which insurance shall be primary as to City with at least 30 days notice of cancellation, non-renewal or material change in such insurance, shall name City as an additional insured and contain a waiver of subrogation. The coverage to be provided is as follows:

(a) Comprehensive general liability including contractual coverage in the amount of \$1,000,000 combined single limit for bodily injury and property damage per occurrence.

4.5 This agreement shall be in effect for one (1) year, beginning January 1, 2020, and ending December 31, 2020.

4.6 Each of the undersigned parties appearing herein on behalf of a party in a representative capacity personally warrant that they have the power and authority to bind the respective parties which they represent.

**CITY OF RUSTON, LOUISIANA**

**RUSTON-LINCOLN CHAMBER OF COMMERCE**

By: \_\_\_\_\_  
Ronny Walker  
Mayor

By: \_\_\_\_\_  
Judy Copeland  
President

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Date: \_\_\_\_\_

Date: \_\_\_\_\_