

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 (“City”),

and

OPTIONS, INC. a Louisiana non-profit corporation, represented by its duly authorized Officer (“Options”);

who declare and agree as follows:

WHEREAS, the City is the owner of certain property situated in the City of Hammond, Tangipahoa Parish, in the East half of Section 16, Township 6 South, Range 8 East (the “City Property”); and

WHEREAS, Options is a private non-profit agency domiciled in Hammond, whose mission is to provide quality services to people with developmental disabilities and their families, particularly assisting persons with disabilities live and work in the community; and .

WHEREAS, Options is the owner of property adjoining the City Property and is constructing a facility on its property to accomplish its mission, known as the Safe Haven project (the “Project”); and

WHEREAS, the Project will result in positive economic development to the City in the form of temporary employment positions in connection with the construction of the Project, and when completed, the Project will house persons with development disabilities during times of emergency who otherwise would have to be housed in public facilities at great cost to the public; and

WHEREAS, to best situate buildings on its property to accommodate the Project, Options has requested that the City allow Options to place a generator on the City Property; and

WHEREAS, Options has agreed to allow the generator to be used by the City in times of emergency and during times of power outages; 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 of the State of Louisiana, including but not limited to the specific power to promote, protect and preserve the general welfare, safety, health, peace and good order of the City.

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. SCOPE OF AGREEMENT

The City agrees to allow Options to place its generator on the City Property in a location agreed by the parties and Options agrees to allow the City the use of the generator in times of emergency and during power outages.

II. OBLIGATIONS OF OPTIONS

1. Construct the foundation pad and place the generator in accordance with City ordinances in a location agreed by Options and the City.
2. Allow the City access to and use of the generator as needed during times of emergency and during power outages.
3. Repair any damage to the City Property caused by Options arising out of its use of the City Property under this Agreement or placement of the generator on the City Property.

II. CITY OBLIGATIONS

- 1. Allow Options to place the generator on the City Property.
- 2. The City herein grants Options a personal servitude of access through and across the City Property as necessary to construct, place and maintain the generator.
- 3. Repair any damage to the generator caused by the City arising out of its use of the generator.

IV. NO EMPLOYMENT

It is expressly understood and agreed by the parties hereto that neither Options, nor any of its respective employees, agents, or representatives, shall be deemed in any way to be an employee, volunteer or servant of the City at any time during the term of this Agreement.

V. NOTICES

All notices in connection with this Agreement shall be given to the City through the Mayor’s Office at 310 East Charles Street, Hammond, Louisiana 70401. All notices to Options shall be given at its address at 19362 West Shelton Road, Hammond, LA 70401

VI. MUTUAL AND RECIPROCAL BENEFIT

Options and the City acknowledge and agree that the obligations and agreements of each are in consideration of the obligations and agreements of each other. The rights and obligations contained herein shall be binding on the successors and assigns of the respective parties, except the rights of Options as contained herein shall not be assigned by Options without the consent of the City. The obligations of Options shall survive the transfer of the Safe Haven property unless the City terminates this Agreement as provided below.

VII. TERMINATION

Notwithstanding anything contained herein to the contrary, this servitude shall expire and this Agreement may be terminated at the sole option of the City in the event of a transfer by Options of the property where the Safe Haven project is situated, unless otherwise agreed in writing by the City. This Agreement may also be terminated by the City in the event the generator is no longer being maintained by Options sufficient for use by the City. In the event of termination of this Agreement, the generator shall be removed from the City Property at the cost of Options, unless otherwise agreed in writing by the City.

VIII. EXECUTION OF ADDITIONAL DOCUMENTS

Options and the City agree and obligate themselves to execute any and all documents necessary or required to further evidence this agreement or to carry out the purposes of this Agreement and to use their respective best efforts to obtain any governmental or judicial approvals required to carry out the purposes and goals of this Agreement.

THUS DONE AND SIGNED by _____ by its _____ in the City of Hammond, Parish of Tangipahoa, State of Louisiana, in the presence of me, Notary Public, on this _____ day of _____, of the year 2010.

Witness Name

OPTIONS, INC.

By: _____

Witness Name

NOTARY PUBLIC

Notary Name and Id: _____

Commission Expires: _____

THUS DONE AND SIGNED by the City of Hammond through its authorized representative in the presence of me, Notary Public, on this _____ day of _____, of the year 2010.

Witness Name

CITY OF HAMMOND

By: _____
Mayson Foster, Mayor

Witness Name

NOTARY PUBLIC
Notary Name and Id: _____
Commission Expires at Death.