

# 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 in Resolution No. \_\_\_\_\_ (“City”), and

**BRY LAYRISSON**, the duly elected, acting and empowered Chief of Police of the City of Ponchatoula, Louisiana (“Chief”);

who declare and agree as follows:

**WHEREAS**, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that “for a public purpose, the state and its political subdivisions ... may engage in cooperative endeavors with each other ...”; 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 authority to exercise general police power, as well as to pass ordinances to promote, protect and preserve the general welfare, safety, health, peace and good order of the City; and

**WHEREAS**, the City is authorized by its home rule charter to enter into joint service agreements or cooperative efforts with other governmental agencies and political subdivisions; and

**WHEREAS**, the City has surplus items no longer needed by the City as described below and the Chief has requested the use of these items as needed in the performance of his public duties; and

**WHEREAS**, the Chief and City have determined that these items are of benefit and use for public safety and will promote and help protect the general welfare, safety, peace and good order of the public.

**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. TRANSFER OF MOVABLE PROPERTY

The City agrees to transfer the following items (herein collectively referred to as the “Property”) to the Chief:

Motorola	Serial #
HT- 1250	749TGNV487

HT- 1250	749THEF755
HT- 1250	749HFJC144
HT- 1250	749HFJC113
HT- 1250	749THWC567
HT- 1250	749HFJC100
HT- 1250	749HFJC104
HT- 1250	749THWC637
HT- 1250	749HFJC186
HT- 1250	749HFJC191
HT- 1250	749HFJC128
HT-1250	749HFJC190
HT-1250	7491-1FJC349
HT-1250	749THW8728
HT-1250	749HFJC107
HT- 1250	749THWC632
HT-1250	749THW8730
HT- 1250	749THEF834
HT- 1250	749TGNV489
HT-1250	749HFJC189
HT-1250	749HEJF337
HT-1250	749HFJC188
HT- 1250	749THEF830
HT-1250	749HEJ8551
HT-1250	749HFJC076

25 Radio chargers  
25 Collar miss  
25 Radio holders

It is expressly agreed that the Property is accepted by the Chief “AS IS, WHERE IS,” without any warranties of any kind whatsoever. The Chief acknowledges and declares that the City nor anyone acting or purporting to act in any capacity whatsoever on behalf of the City has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, and upon which the Chief has relied, concerning the existence or non-existence of any quality, characteristic or condition of the Property.

Purchaser expressly waives the warranty of fitness and the warranty against redhibitory vices and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2520 through 2548, inclusive, and any other applicable state or federal law and the jurisprudence thereunder.

## **II. OBLIGATIONS OF CHIEF**

The Chief shall use the Property as needed to fulfill his duties as Chief, including law enforcement, investigations, and crime prevention.

**III. MUTUAL AND RECIPROCAL BENEFIT**

The Chief 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.

**THUS DONE AND SIGNED** in Hammond, Louisiana, by the City of Hammond through its authorized representative in the presence of the undersigned witnesses and me, Notary Public, on this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

WITNESSES

CITY OF HAMMOND

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

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

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_, Notary Public  
Printed Name: \_\_\_\_\_  
Notary Id #/Bar Roll #: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**THUS DONE AND SIGNED** in Hammond, Louisiana, by Bry Layrisson, Chief of Police of the City of Ponchatoula, Louisiana in the presence of the undersigned witnesses and me, Notary Public, on this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

WITNESSES

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Bry Layrisson, Police Chief  
City of Ponchatoula

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_, Notary Public  
Printed Name: \_\_\_\_\_  
Notary Id #/Bar Roll #: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_