

COOPERATIVE ENDEAVOR
AGREEMENT BY AND BETWEEN
THE TANGIPAOHA PARISH
COUNCIL-PRESIDENT GOVERNMENT
AND
THE CITY OF HAMMOND

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF TANGIPAOHA

This cooperative endeavor agreement is made and entered into this _____ day of _____, 2010 by and between the TANGIPAOHA PARISH COUNCIL-PRESIDENT GOVERNMENT (Parish), a political subdivision of the State of Louisiana, domiciled in Tangipahoa Parish, Louisiana, herein represented by the Tangipahoa Parish President, Gordon A. Burgess, appearing herein pursuant to and by authority of that resolution duly adopted at a regular meeting of the Tangipahoa Parish Council held on May 10, 2010, and the CITY OF HAMMOND (City), a political subdivision of the State of Louisiana, domiciled in Tangipahoa Parish, Louisiana, herein represented by its Mayor, Mayson H. Foster appearing herein pursuant to and by authority of that resolution duly adopted at a regular meeting of the City of Hammond held on _____, 2010.

The Tangipahoa Parish Council-President Government and the City of Hammond agree and contract as follows:

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that for a public purpose, the State of Louisiana and its political subdivisions or political corporations may engage in co-operative endeavors with each other, with the United States of America or its agencies or with any public or private association, corporation or individual;

WHEREAS, the Tangipahoa Parish Council-President Government and the City of Hammond desire to cooperate in the manner as hereinafter provided;

WHEREAS, both the Tangipahoa Parish Council-President Government and the City of Hammond have a duty and obligation to the citizens of Tangipahoa Parish, Louisiana; and

WHEREAS, the La. Department of Natural Resources (DNR), as State administrators of the Federal Energy Efficiency Conservation Fund Grant Program, have approved a grant to provide to the Tangipahoa Parish Council-President Government funds to be used to improve and retrofit buildings, sites, and facilities owned by the Parish or municipalities within Tangipahoa Parish, Louisiana in order to conserve energy and to provide greater energy efficiency; and

WHEREAS, the Hammond Northshore Regional Airport Runway Lighting project has been designated by the City of Hammond as an area to be improved and retrofitted through this program and with DNR grant funds (provided by the U.S. Department of Energy). This use of these funds for this purpose has been approved by DNR and awarded to Tangipahoa Parish in the amount of \$76,903. ; and

WHEREAS, the funding of this grant is reserved for activities or projects outlined in the Tangipahoa Parish Council-President Government's approved DNR Energy efficiency grant application, as prepared and submitted by the Tangipahoa Parish Council-President Government with the aid, assistance and input of the City of Hammond.

WHEREAS, the public purpose to be derived from this co-operative endeavor agreement is as follows: "The Tangipahoa Parish Council-President Government, hereinafter sometimes referred to as the parish government, will through this aforesaid grant, have obtained for the citizens of Tangipahoa Parish improved and energy efficient public facilities that will aid and assist the parish and/or local government in the conservation of energy and in preparing for and managing future energy shortages."

WHEREAS, the actions and services required of the parish government and the City of Hammond pursuant to this agreement will result in a public benefit to citizens of Tangipahoa Parish and City of Hammond, Louisiana as described herein and are not disproportionate to the investment of either the parish government or the City of Hammond; and

WHEREAS, this agreement is in the best interests of both the Tangipahoa Parish Council-President Government and the City of Hammond.

NOW THEREFORE, in consideration of the mutual contracts, covenants and agreements herein contained, the legal obligation, the public purpose and the public benefit, the parties hereto each agree, contract and covenant as follows:

SCOPE OF SERVICES

The Tangipahoa Parish Council-President Government agrees and hereby covenants and contracts as follows:

The Tangipahoa Parish Council-President Government, as the grant recipient, will provide reimbursement to the City of Hammond for funds spent by the City of Hammond for eligible expenses for this airport lighting project, but with the express understanding that the City of Hammond shall continue to own and maintain the improvements made herein with these funds. The City of Hammond will be responsible for the proper and legal expenditure of these funds and will be responsible for any grant program disallowed project costs. The Parish will provide the required quarterly reports to the State DNR and will handle the requisition of State funds.

The City of Hammond agrees and hereby covenants and contracts as follows:

The City of Hammond agrees to provide access to the Hammond Northshore Regional Airport for this project and will maintain the project when completed. The City of Hammond also herein and hereby acknowledges that it will review and approve the plans and specifications for the project before bids or price quotes are obtained by the City. The City will obtain the necessary bids, specs, and/or quotes for this project. The City of Hammond further agrees that it will be responsible for the inspections,

maintenance and upkeep of this said improvements and retrofit provided by this grant for the life of this said facility or building. The City of Hammond further agrees to absolve the parish government from any liability or responsibility as regards the improvements and retrofit provided for the Hammond Northshore Regional Airport runway lighting project but reserving all rights of recovery against the architect and contractors in the event of any sub-standard work. The City of Hammond specifically acknowledges that it will provide to Tangipahoa Parish Government the access to and an opportunity for the review of the scope of the work which is proposed to be completed by the grant directly from the grant procured contractor, electrical engineer, or architect before any work has begun (for monitoring purposes). The City also agrees to abide by any and all federal and state regulations and policies that are part of this grant program. This includes, but is not limited to, bidding and procurement standards, NEPA environmental review requirements, the Buy American Act, the Davis-Bacon wage and labor standards, equal opportunity, and other federal and state standards that are applicable. The City will show compliance on those standards to the Tangipahoa Parish Government, before and after project work has begun, until such time as the State DNR has audited and closed out the project.

The parties, being the Tangipahoa Parish Council-President Government and the City of Hammond, shall each be informed by the grant procured contractor, architect, or project manager when the project is substantially complete and this project shall only receive final approval after a final inspection of the required work by representatives of the City of Hammond. Before final payment of construction work and reimbursement by the Parish, the City must obtain a clear lien certificate from the contractor chosen to complete the job.

ACKNOWLEDGMENT OF RELATIONSHIP

The parties agree and acknowledge that they are cooperating partners, each with certain duties and responsibilities, in this grant project and that each party will take all necessary and proper actions to assure the success of this project. Should either party learn of any problem or deficiency with the work being performed or the manner that the project is administered, that party shall notify the other as quickly as reasonably possible of any problems or potential problem.

PROJECT COST EXCEED GRANT FUNDS

In the event that the parties determine that the price and cost of the project will exceed the amount granted for this project, then the City shall give notice to the Parish of this projected cost overrun and the City of Hammond shall be given an opportunity to agree to pay these additional cost overrun or not. If the City of Hammond does not elect to pay this cost overrun then the project will be down scaled to utilize the funds available or the subject grant will be rejected. In no case shall the Tangipahoa Parish Council-President Government be liable or responsible for any pay for a cost overrun in excess of the project grant funds.

TERM OF AGREEMENT

This agreement shall begin on the effective date of this cooperative endeavor

agreement and terminate on the date that the project has been completed and the contractor provides a clear lien certificate for the final payment of the contractor's last draw from the grant's funds.

TERMINATION CLAUSE

Either party may terminate this agreement for cause based upon the failure of the other party to comply with the terms and/or conditions of the Agreement provided that the aggrieved party shall give the other party written notice specifying the other party's failure. If within thirty (30) days after receipt of such notice, the offending party shall not have corrected such failure and thereafter proceeded diligently to complete such correction, then the aggrieved party may, at its option, place the other party in default and the Agreement shall terminate on the date specified in such notice. Either party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the other party to comply with the terms and conditions of this Agreement; provided that the aggrieved party shall give the other party written notice specifying the other party's failure and a reasonable opportunity for the other party to cure the defect.

OWNERSHIP

All records, reports, documents and other material delivered or transmitted to one party by the other party shall remain the property of the original owner and shall be returned by the other party to the original owner at the other party's expense at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by either party in connection with the performance of that party's obligation shall become the property of that party and shall, upon request, be returned by other party to the original owner at the termination or expiration of this Agreement. The above and foregoing notwithstanding, each party shall be entitled to maintain its own copies of all records, reports, documents or other material related to this agreement.

NONASSIGNABILITY

Neither party to this agreement shall assign any interest or duty to any third party without the prior written consent of the other.

AUDITORS CLAUSE

It is agreed to by both parties that the Louisiana Legislative Auditor and/or the La. Dept. of Natural Resources auditors shall at all times have both the right and option of auditing this agreement or the terms thereof.

INDEMNIFICATION

The parties shall indemnify and save harmless each other against any and all claims, losses, liabilities, demands, suits, causes of action damages and/or judgments for sums of money arising out of, resulting from or by reason of any act or omission of the party, its agents, servants or employees while engaged in, about or in connection with the

discharge or performance of the terms of this agreement. Such indemnification shall include reasonable attorney fees and costs of litigation, including but not limited to attorney fees. Any project grant funds improperly spent by the City of Hammond or not allowed by DNR, will be reimbursed by the City to the State DNR or to the Tangipahoa Parish Government, whichever is appropriate.

LITIGATION BETWEEN THE PARTIES

In the event that either party brings an action against the other to enforce a right or obligation of this agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs.

SEVERABILITY

If any term, covenant, condition or provision of this agreement or the application thereof to any person or circumstance shall at any time or to any extent be invalid or unenforceable, the persons or circumstances other than those as to which it is held invalid or unenforceable, shall be unaffected thereby and each such term, covenant, condition and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

ENTIRE AGREEMENT/MODIFICATION

This agreement contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. This agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.

DISCRIMINATION CLAUSE

The parties agree to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the State/City/OPS agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The parties further agree not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities.

Any act of discrimination committed by a party or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement by the other party or parties.

CONTROLLING LAW

The valid interpretation and performance of this agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

LEGAL COMPLIANCE

The parties shall each comply with all federal, state and local laws and regulations, including specifically the Louisiana Code of Governmental Ethics in carrying out the provisions of this agreement.

REMEDIES FOR DEFAULT

In addition to any remedy provided for herein, in the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana.

NOTICES

All notices and other communications pertaining to this agreement shall be in writing and shall be transmitted either by personal hand delivery and receipted for or shall be deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

Tangipahoa Parish Council-President Government
Attn: Mrs. Melissa R. Cowart, CPA
Post Office Box 215
Amite, Louisiana 70422

City of Hammond
Attn: Mayson H. Foster, Mayor
P.O. Box 2788
Hammond, LA 70404

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate original on the date as first written above at Amite, Tangipahoa Parish, Louisiana.

WITNESSES:

TANGIPAHOA PARISH COUNCIL-
PRESIDENT GOVERNMENT BY:

(Print Name)

Gordon A. Burgess
Tangipahoa Parish President

CITY OF HAMMOND

(Print Name)

_____ Mayson H. Foster, Mayor

