

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN**

**THE MILITARY DEPARTMENT, STATE OF LOUISIANA
AND
HAMMOND NORTSHORE REGIONAL AIRPORT**

THIS COOPERATIVE ENDEAVOR AGREEMENT (CEA) is made and entered into this 23rd day of May, 2013, by and between the Military Department, State of Louisiana/ the Louisiana National Guard, Joint Force Headquarters, Jackson Barracks, New Orleans, Louisiana 70146 (hereinafter the “State”), and the Hammond Northshore Regional Airport, located at 600 Judge Leon Ford Road, Hammond, LA, 70401 (hereinafter “the Contracting Party”).

WITNESSETH:

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, with the United States or its agencies, or with any public or private association, corporation, or individual;” and

WHEREAS, the agency desires to cooperate with HAMMOND NORTSHORE REGIONAL AIRPORT in the implementation of the Scope of Services as hereinafter provided;

WHEREAS, the public purpose is described as:

To establish a support agreement between the Hammond Northshore Regional Airport and the State concerning the temporary use of land and/or facilities, which reside on Hammond Northshore Regional Airport property.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

SCOPE OF SERVICES

This CEA establishes the conditions, responsibilities and procedures to facilitate the staging of military and commercial supply vehicles during state emergencies (Ex: hurricanes, wildfires, floods, etc.), the Louisiana National Guard desires usage of unoccupied paved and/or prepared (surfaced) land, which does not pose a hazard to or impede airfield operations. Reference Attachment I, “Hammond Northshore Regional Airport Site Layout” for the specific area(s) requested.

Usage of any Hammond Northshore Regional Airport property will be temporary in nature — specifically limited to the duration of each Louisiana National Guard contingency activation period. Usage will not involve the construction of permanent structures or the modification of existing structures. Furthermore, the Louisiana National Guard will assume full responsibility for the maintenance/repair of any land or facilities impacted during periods of occupation.

No rental or facility usage fees will be charged to the Louisiana National Guard by the Hammond Northshore Regional Airport for the duration of this agreement. Likewise, no fees or costs will be imposed on the Hammond Northshore Regional Airport by the Louisiana National Guard for the duration of this agreement.

TERMS OF AGREEMENT

This CEA will be effective, and remain in effect, for a period of three (3) years from the date of signing. Any changes or continuations to this original agreement will be accomplished in the form of numbered amendments. All amendments will reference this original agreement and be attached to the same for any subsequent issuances. Furthermore, any amendments citing changes will not exceed the original term or the term specified by the latest amendment of continuation.

THE HAMMOND NORTHSHORE REGIONAL AIRPORT AGREES TO:

- a. Provide the land spaces indicated on Attachment 1, "Hammond Northshore Regional Airport Site Layout" as required for the staging of military and commercial supply vehicles during state contingencies/emergencies (Ex: hurricanes, wildfires, floods, etc.).
- b. Appoint at least one twenty-four hour Point Of Contact (POC), capable of addressing site usage questions/issues and facilitating site access.
- c. Provide immediate notice to the State's designated representative(s) if any property in question is sold, leased, or otherwise becomes unavailable.

THE LOUISIANA NATIONAL GUARD AGREES TO:

- a. Provide immediate notice to the Hammond Northshore Regional Airport (designated POC) regarding any real or potential requirements for the land spaces indicated on Attachment 1: "Hammond Northshore Regional Airport Site Layout".
- b. Be responsible for coordinating any access to, or occupation of Hammond Northshore Regional Airport property with the designated Hammond Northshore Regional Airport POC.
- c. Appoint at least one designated representative, capable of addressing site usage questions/issues and facilitating site maintenance/repair actions.

Currently:

Maj Harry Trosclair Jr.

Detachment Commander

236th Combat Communications Squadron

901 Judge Leon Ford Drive, Hammond, LA 70401

COM: 985-429-3202, CELL: 985-351-4165, FAX: 985-429-3299

- d. Assume liability for any damage to Hammond Northshore Regional Airport property/facilities, if determined (by proper investigation) to be the result of deliberate and/or negligent acts of the Louisiana National Guard and/or its employees.
- e. As requested, provide information regarding the type and/or number/quantity of vehicles, personnel, and/or cargo occupying Hammond Northshore Regional Airport property.

NONASSIGNABILITY

Neither the Contracting Party nor any other party shall assign any interest in this Cooperative Endeavor Agreement — whether by assignment, transfer, novation or whatever — without first obtaining the written consent of the State. This provision shall not be construed to prohibit the Contracting Party from assigning its bank, trust company or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to both the State and the Louisiana State Office of Contractual Review.

AUDITORS CLAUSE

The parties hereto hereby agree that auditors from the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration, shall have the option of auditing any and all accounts of the Contracting Party which relate to this Cooperative Endeavor Agreement.

RECORDS RETENTION

The Contracting Party hereby agrees to retain all books, records and other documents relevant to this Cooperative Endeavor Agreement and the funds expended hereunder for a period of at least three (3) years or as otherwise required by applicable Federal law.

ANTI-DISCRIMINATION CLAUSE

The Contracting Party hereby agrees to abide by the requirements of the following laws, as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246, as amended; the 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 Discrimination Act of 1975; the Fair Housing Act of 1968, as amended; and the Americans with Disabilities Act of 1990.

The Contracting Party hereby further agrees not to discriminate in its employment practices and will render services under this Cooperative Endeavor Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation or disabilities. Any act of discrimination committed by the Contracting Party or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this Cooperative Endeavor Agreement.

THUS DONE AND SIGNED by the Contracting Party in Hammond, LA, and by the State in Pineville, LA.

IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Endeavor Agreement as of the day, month and year first written above.

WITNESSES: **MILITARY DEPARTMENT, STATE OF LOUISIANA**

Sign: _____ By: Brigadier General (R) Owen W. Monconduit

Print: _____ Sign: _____

Title: Dep. Director, Contracting, Purchasing, & Procurement

WITNESSES: **LA NATIONAL GUARD 24 HR POINT OF CONTACT**

Sign: _____ By: Major Harry Trosclair Jr.

Print: _____ Sign: 

Title: Detachment Commander, 236th CBCS, LAANG

WITNESSES: **HAMMOND NORTHSORE REGIONAL AIRPORT**

Sign: _____ By: Mr. Jason Ball

Print: _____ Sign: _____

Title: Director, Hammond Municipal Airport