

COOPERATIVE ENDEAVOR AGREEMENT

This Cooperative Endeavor Agreement (this "Agreement") is entered into by and between the **CITY OF HAMMOND** ("City"), herein represented by **MAYSON H. FOSTER**, its Mayor, in accordance with LA. REV. STAT. 33:1321 (the "Local Services Law"), duly authorized and the **HAMMOND DOWNTOWN DEVELOPMENT AUTHORITY** ("DDD"), a political subdivision of the state organized pursuant to LA. REV. STAT. 33:2740.15 ("the DDD Act"), herein represented by Paul Jones, its Chairman, duly authorized, who, in order to serve the public for the purposes hereinafter stated, declared.

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 cooperative efforts with other governmental agencies and political subdivisions for a public purpose; and

WHEREAS, The DDD is a political subdivision of the state of Louisiana as defined in Article VI, Section 44(2) of the Constitution of Louisiana and, as such, shall have all of the powers accorded by law to political subdivisions of the state, including the power to cooperate with and to engage in cooperative endeavors with other persons and entities as provided by Article VI, Section 20 and Article VII, Section 14(C) of the Constitution of Louisiana; and

WHEREAS, the DDD was created to promote the public health, safety, and welfare of the city of Hammond regarding property value in the principal area or areas of the city of Hammond known generally as the central business district and enhance the central business district as the center of commercial, civic, and cultural activities of the City; and

WHEREAS, the City and DDD have always acted in concert to attract and maintain commercial, civic, cultural, economic and historic development or activity in the City of Hammond, particularly in the area governed by the DDD; and

WHEREAS, this collaborative effort shall yield benefits to all city residents and DDD property owners and promote the general welfare through enhanced activities and efficiencies in operations and administrative functions; and

WHEREAS, the parties agree the obligations and terms of this Agreement will further the purposes of City and the DDD; and

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 ... or with any public or private association, corporation, or individual".

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:

SCOPE OF AGREEMENT

1. In accordance with law, the DDD shall prepare annual budgets of revenues and expenditures and all expenditures of the DDD shall be made in accordance with the budget, subject to approval of the Hammond City Council.
2. The City agrees to accept the deposit of funds from the DDD and upon the written direction of any authorized officer of DDD, the City shall make disbursement of DDD's monies to DDD or on DDD's behalf, as directed by DDD, within five (5) business days of receiving said notice and in accordance with the instructions in said notice. All requests for disbursements by the DDD shall be in accordance with the approved budget. It is agreed that the City may rely on any such written instructions and DDD agrees to indemnify and hold the City harmless from actions taken by the City in reliance on such instructions.
3. The City shall have full authority and discretion to manage and invest the monies of DDD in such manner as it deems fit and appropriate, provided that monies shall only be invested in accordance with state law in the same manner as laws applicable to City funds.
4. The City shall provide an accounting to the DDD for the receipt, management and disbursement of funds upon reasonable request.
5. This Agreement may be terminated by either party upon thirty (30) days prior written notice.

NO EMPLOYMENT OR JOINT VENTURE

It is expressly understood and agreed by the parties hereto that any employee, agent, or representative of the DDD, shall not be deemed in any way to be an employee, agent or representative of the City at any time and any employees, agents or representatives of the City shall not be deemed in any way to be an employee, agent or representative of the City at any time. This Agreement does not create any joint venture or partnership agreement between the parties.

MUTUAL AND RECIPROCAL BENEFIT

The DDD and City acknowledge and agree that the obligations and agreements of each are in consideration of the obligations and agreements of each other and are of mutual value.

INDEMNIFICATION

To the fullest extent permitted by law, the City shall indemnify and hold harmless the DDD, its respective officials, employees, insurers and agents from and against any claims,

liabilities, injuries, damages and costs (including reasonable attorney's fees and costs of defense) arising out the actions of the City, its officials, employees and agents.

To the fullest extent permitted by law, the DDD shall indemnify and hold harmless the City, its respective officials, employees, insurers and agents from and against any claims, liabilities, injuries, damages and costs (including reasonable attorney's fees and costs of defense) arising out the actions of the DDD, its officials, employees and agents.

CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

LEGAL COMPLIANCE

Each party shall have sole responsibility for compliance with all federal, state, and local laws and regulations with respect to its respective operations.

THUS DONE AND SIGNED, this _____ day of July, 2014, at Hammond, Louisiana.

WITNESSES:

CITY OF HAMMOND

Print Name: _____

BY: _____
MAYSON H. FOSTER, MAYOR

Print Name: _____

THUS DONE AND SIGNED, this _____ day of July, 2014, at Hammond, Louisiana.

WITNESSES:

**HAMMOND DOWNTOWN
DEVELOPMENT AUTHORITY**

Print Name: _____

BY: _____
CHAIRMAN

Print Name: _____