

COOPERATIVE ENDEAVOR AGREEMENT

This is entered into by and between: **THE CITY OF HAMMOND**, represented herein by its duly authorized and empowered Mayor, Pete Panepinto, by the authority given in Ordinance No. _____ (“City”), and **NATALBANY FIRE DEPARTMENT**, a public body, represented herein by its duly authorized acting and empowered Fire Chief (“Fire Dept.”); who declare and agree as follows:

WHEREAS, the City and the Fire department have entered into a Mutual Aid Agreement dated January 27, 2014; and

WHEREAS, the City has a 1991 E-One Pumper Truck, Vin #46J7BAA85M1003936 (the “Property”) declared as surplus and no longer needed by the City as described below and the Fire Dept. has requested the use of the Property as needed in the performance of its public duties and for use to further the purpose of the Mutual Aid Agreement.

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:

The City transfers to the Fire Dept., the 1991 E-One Pumper Truck, Vin #46J7BAA85M1003936 (the “Property”) for the use of the Property as needed in the performance of its public duties and to assist the City as provided in the Mutual Aid Agreement.

It is expressly agreed that the Property is accepted by the Fire Dept. “AS IS, WHERE IS,” without any warranties of any kind whatsoever. The Fire Dept. 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 Fire Dept. has relied, concerning the existence or non-existence of any quality, characteristic or condition of the Property.

The Fire Dept. 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.

In consideration for this transfer, the Fire Dept. agrees that it will not terminate the Mutual Aid Agreement for a period of four (4) years from the date of execution of this Agreement. In the event the Fire Dept. elects to terminate the agreement within four years, ownership of the Property shall revert back to the City of Hammond and the Fire Dept. agrees to execute any documents necessary for such transfer.

The Fire Dept. 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.

The Fire Dept. agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officials, employees, insurers and agents from and against any liabilities, damages and costs (including reasonable attorney’s fees and costs of defense) arising out of the death or bodily injury to any

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THE CITY OF HAMMOND and the NATALBANY FIRE DEPARTMENT**

person or the destruction or damage to any property to the extent caused by the condition of the Property and the negligent acts, errors or omissions of the Fire Dept. in its use of the Property.

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 _____, 2015.

WITNESSES

CITY OF HAMMOND

Printed Name: _____

By: _____
Pete Panepinto, Mayor

Printed Name: _____

NOTARY PUBLIC
Printed Name: _____
Notary Id #/Bar Roll #: _____
My Commission Expires at death.

THUS DONE AND SIGNED in _____, by _____, duly authorized, in the presence of the undersigned witnesses and me, Notary Public, on this _____ day of _____, 2015.

WITNESSES

NATALBANY FIRE DEPARTMENT

Printed Name: _____

By: _____

Printed Name: _____

NOTARY PUBLIC
Printed Name: _____
Notary Id #/Bar Roll #: _____
My Commission Expires at death.