

COOPERATIVE ENDEAVOR AGREEMENT

This Cooperative Endeavor Agreement is entered into by and between the: **CITY OF HAMMOND**, whose address is 310 East Charles Street, Hammond, Louisiana 70401, represented through its Mayor, duly authorized ("City"); **HAMMOND DOWNTOWN DEVELOPMENT DISTRICT**, whose address is #2 West Thomas Street, Hammond, Louisiana 70401 ("DDD"); and **BALTZELL BUILDING, L.L.C.**, whose address is 208 North Cate Street, Hammond, Louisiana 70401, represented through its authorized representative ("Baltzell), 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 ... or with any public or private association, corporation, or individual" ; 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 enter into joint service agreements or cooperative efforts with other governmental agencies and political subdivisions and private entities for a public purpose, as well as to pass ordinances to promote, protect and preserve the general welfare, safety, health, peace and good order of the citizens of the City; and

WHEREAS, the City, DDD and Baltzell desire to enter into this agreement for the sidewalk design/improvements on South Cypress Street in the City of Hammond (the "Project"); and

WHEREAS, the Project will enhance the quality of life and improve the community of the City of Hammond through the beautification of its community; and

WHEREAS, the City recognizes the economic development aspects of the Project considering the \$1.2 million development of the blighted Baltzell Building on South Cypress Street by Baltzell, placing the property back into commerce through historic renovation and thereby providing attractive commercial and residential space; and

WHEREAS, the Project will improve pedestrian safety in the area and aligns with the City's goals of increasing pedestrian access throughout the downtown area and particularly South Cypress Street; and;

WHEREAS, the City believes the scope and design of the Project is of benefit to the City and the cost of the Project is reasonable and consistent with recent costs incurred by the City for similar projects.

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

Baltzell shall provide architectural services prior to, during, and after construction of the Project in a manner acceptable to all Parties.

DDD shall have responsibility for overseeing the Project in accordance with plans and costs approved by all Parties.

The City, DDD and Baltzell shall equally share the costs of the Project, one-third each.

ASSIGNMENT

The Parties shall not assign any interest in this Agreement without the prior written consent of the all other parties. This Agreement shall be binding on the successors and permitted assigns of the parties hereto.

AUDITING AND FINANCIAL RESPONSIBILITY

The City shall be allowed to audit all aspects of the operations of the parties including expenditures. DDD shall maintain accurate books and records of the construction expenses for at least three (3) years and shall deliver such records to the City upon request.

This Agreement does not impose any financial obligation on the City other than those included in this Agreement, and Parties shall be responsible for expenses of the project as specifically set forth herein.

DISCRIMINATION CLAUSE

The Parties shall not discriminate in its practices, and will operate under this agreement without regard to race, color, religion, or national origin.

ENTIRE AGREEMENT; MODIFICATION

This Agreement, including any attachments that are expressly referred to in 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. 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 authorized representatives of all Parties.

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

The Parties shall comply with all federal, state, and local laws and regulations in compliance with the obligations of this Agreement.

THUS DONE AND SIGNED at Hammond, Louisiana, on the dates set forth below.

WITNESSES:

CITY OF HAMMOND

By: _____
Pete Panepinto, Mayor

Date: _____, 2016

THUS DONE AND SIGNED at Hammond, Louisiana, on the dates set forth below.

WITNESSES:

DOWNTOWN DEVELOPMENT DISTRICT

By: _____

Date: _____, 2016

THUS DONE AND SIGNED at Hammond, Louisiana, on the dates set forth below.

WITNESSES:

BALTZELL BUILDING, L.L.C.

By: _____

Date: _____, 2016