

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
CITY OF HAMMOND AND GARRETT SANDERS**

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “Agreement”), is made and entered into this ____ day of _____, 2018, by and between:

CITY OF HAMMOND (hereinafter referred to as “City”), represented herein by its duly authorized Mayor, Pete Panepinto, and

GARRETT SANDERS (hereinafter referred to as “Garrett”),

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

WHEREAS, the City has all powers not denied by any charter or general law or inconsistent with the constitution, including by not limited to the authority to exercise general police power, as well as to promote, protect, and preserve the general welfare, safety, health, peace, and good order of the City; and

WHEREAS, according to the United States Census bureau report of July 2017, the City has a poverty rate of 32.2%; and

WHEREAS, Garrett is sponsoring and providing Blessing Boxes, which is a project to provide boxes filled with a variety of non-perishable food and personal hygiene products donated by the public for members of the community to use as needed (the “Project”); and

WHEREAS, the Project will provide an opportunity for the community to be involved in helping to fill the boxes as an act of kindness; and

WHEREAS, the Project will provide an opportunity for members of the community to come together to assist each other; and

WHEREAS, Garret has successfully operated Blessing Boxes in other communities and desires to bring the Project to the City; and

WHERTEAS, the City desires to cooperate with Garrett in the Project; and

WHEREAS, the City has a reasonable expectation of receiving a benefit or value that is at least equivalent to or greater than the consideration provided by the City.

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

I. OBLIGATIONS OF GARRETT

Garrett will provide the Blessing Boxes and will maintain and repair the boxes as needed and collect data on them weekly.

II. OBLIGATIONS OF THE CITY

The City agrees to provide locations for the Project on City owned property at mutually agreed locations, at no cost to Garrett.

III. TERMINATION

Either party may terminate this Agreement with or without cause upon thirty (30) days written notice. Upon termination, Garrett shall remove the boxes.

IV. ASSIGNMENT

Garrett shall not assign any interest in this Agreement without the prior written consent of the City.

V. ACCOUNTING

Garrett shall maintain all books and records relating to the Project and provide an accounting to the City for the Project upon request.

VI. TERM OF AGREEMENT

The term of this Agreement shall be from the effective date of its approval by the Hammond City Council and shall end on June 1, 2020; however, the agreement shall be automatically renewed unless either party provides notice of cancellation.

VII. DISCRIMINATION CLAUSE

Garrett agrees not to discriminate in its practices, and will render services under this Agreement with regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

VIII. NOTICES

All notices and other communications pertaining to the Agreement shall be in writing and shall be transmitted with by person hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

If to the City:

Pete Panepinto, Mayor
City of Hammond
P. O. Box 2788
Hammond, LA 70404

If to Garrett:

Garrett Sanders

IX. 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.

X. RELATIONSHIP BETWEEN THE PARTIES

The relationship between Garrett and the City shall be, and only be, that of an independent contractor, and Garrett shall not be construed to be an employee, agent, partner of, nor in joint venture with, the City.

THUS DONE AND SIGNED AT Hammond, Louisiana, on the _____ day of _____, 2018.

WITNESSES:

CITY OF HAMMOND

Name: _____

BY: _____
Pete Panepinto, Mayor

Name: _____

THUS DONE AND SIGNED AT Hammond, Louisiana, on the _____ day of _____, 2018.

WITNESSES:

Name: _____

Garrett Sanders

Name: _____