

COOPERATIVE ENDEAVOR AGREEMENT

This Cooperative Endeavor Agreement is entered into by and between the: **CITY OF HAMMOND**, whose address whose address for purpose of notice under this Agreement is 310 East Charles Street, Hammond, Louisiana 70401, represented through its Mayor, duly authorized ("City"); **HAMMOND AREA ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT** ("HAEIDD"), whose address for purpose of notice under this Agreement is Post Office Box 2788, Hammond, Louisiana 70401, represented by its authorized representative ("HAEIDD"); and **GMEL, LLC**, whose address whose address for purpose of notice under this Agreement is 1518 Martens Drive, Hammond, Louisiana 70401, represented through its authorized representative ("GMEL"),

who each 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, HAEIDD and GMEL desire to enter into this agreement for the design, bid and construction of sewer and water improvements along Pride Drive 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 and the region through economic development; and

WHEREAS, GMEL intends to place property along Pride Drive into commerce through construction and development and thereby providing attractive commercial space for businesses in Hammond; and

WHEREAS, the City believes the Project is of benefit to the City; and

WHEREAS, the Project and the terms of this Agreement are consistent with the mission and purpose of HAEIDD.

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

The City shall have sole responsibility for the design, bid and contract for the construction of the Project. The Project shall be in accordance with the Public Bid law as applicable.

The City, HAEIDD and GMEL shall equally share, one-third each, of the total costs of the Project. The total cost, including engineering design and construction, is estimated at one hundred and five thousand dollars (\$105,000.00).

The City shall provide written notice to HAEIDD and GMEL of competition of the Project with documentation of the total cost of the Project. HAEIDD and GMEL shall pay the City their respective share of the Project costs within Thirty (30) days after receipt of the notice of completion.

ASSIGNMENT

The Parties shall not assign any interest in this Agreement, except the City is expected to engage a third party contractor to construct the Project. This Agreement shall be binding on the successors and permitted assigns of the parties hereto.

AUDITING AND FINANCIAL RESPONSIBILITY

The City shall maintain accurate books and records of the Project expenses and shall deliver such records to HAEIDD and GMEL 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; MULTIPLE COUNTERPARTS

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. This Agreement may be executed in multiple counterparts

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 date set forth below.

WITNESSES:

CITY OF HAMMOND

By: _____
Pete Panepinto, Mayor

Date: _____, 2019

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

WITNESSES:

HAMMOND AREA ECONOMIC AND
INDUSTRIAL DEVELOPMENT DISTRICT

By: _____
Hart Bordelon, President

Date: _____, 2019

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

WITNESSES:

GMEL, LLC

By: _____

Date: _____, 2019