

COOPERATIVE ENDEAVOR AGREEMENT

This Cooperative Endeavor Agreement is entered into by and between the: **CITY OF HAMMOND** ("City"), 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; **TANGIPAOHA PARISH GOVERNMENT** ("Parish"), whose address for purpose of notice under this Agreement is PO Box 215, Amite, Louisiana 70422, represented by its Parish President, duly authorized; **CYPRESS POINTE HOSPITAL** ("Cypress"), whose address for purpose of notice under this Agreement is 42570 South Airport Road, Hammond, Louisiana 70403, represented through its authorized representative, Glenda Dobson; and **The Heights Apartments, LLC**, ("Heights") whose address for purpose of notice under this Agreement is 1250 Southwest Railroad Avenue, Suite 100A-2, Hammond, Louisiana 70403, represented through its authorized representative, Toby Easterly, 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, Parish, Cypress and Heights desire to enter into this agreement for the design, bid and construction of road improvements on John Lambert 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 Tangipahoa Parish through economic development; and

WHEREAS, Cypress and Heights intend to place and improve property along John Lambert Drive into commerce through construction and development and thereby providing attractive commercial space for businesses in Hammond; and

WHEREAS, the City and Parish believe the Project is of benefit to the region; and

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

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 Parish 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, Parish, Cypress and Heights shall equally share, one-fourth each, of the total costs of the Project. The total cost, including engineering design and construction, is estimated at one hundred and twenty-five thousand dollars (\$125,000.00).

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

The long term maintenance of John Lambert Drive will be the responsibility of the City.

ASSIGNMENT

The Parties shall not assign any interest in this Agreement, except the Parish 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 Parish shall maintain accurate books and records of the Project expenses and shall deliver such records to the City, Cypress and Heights upon request.

This Agreement does not impose any financial obligation on the Parties other than those included in this Agreement, and the 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: _____, 2020

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

WITNESSES:

TANGIPAHOA PARISH GOVERNMENT

By: _____
Robby Miller, Parish President

Date: _____, 2020

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

WITNESSES:

CYPRESS POINTE

By: _____
Glenda Dobson, President

Date: _____, 2020

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

WITNESSES:

THE HEIGHTS APARTMENTS, LLC

By: _____

Toby Easterly, Agent

Date: _____, 2020