

## **COOPERATIVE ENDEAVOR AGREEMENT**

This Agreement is entered into by and between the **CITY OF HAMMOND**, whose address is 310 East Charles Street, Hammond, La. 70401, represented through its authorized representative ("City") and the City Court of Hammond, whose address is 303 East Thomas Street, Hammond, La. 70401, represented through its authorized representative, ("City Court") who declare as follows:

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 or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual.";

The City and City Court desire to enter into this agreement for the purpose of renovating the Leon Ford III Memorial Justice Building to provide the citizens of the Seventh Ward with efficient and convenient access to justice;

Now, therefore, in consideration of the mutual covenants herein contained, the public purpose and the public benefit as herein stated, the parties hereto agree as follows:

### **SCOPE OF AGREEMENT**

This Agreement shall be effective for the period December 16, 2015 to December 31, 2015. City Court shall have responsibility for the operations of its entire organization including administration and programming with the Leon Ford Criminal Justice Building. For this renovation project, City Court shall have the following responsibilities:

1. To develop the project specifications defining the scope of work for the renovation of the Leon Ford Criminal Justice Building.
2. To pay the general contractor's invoices within 10 days of receipt.
3. To work with the City to negotiate any change orders.

The City shall have the following responsibilities:

1. To procure a general contractor to oversee and perform the renovations of the Leon Ford Criminal Justice Building according to the specifications.
2. To send the invoices for such services to the City Court for timely payment.
3. To work with City Court to negotiate any change orders.

### **ASSIGNMENT**

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

### **AUDITING AND FINANCIAL RESPONSIBILITY**

This Agreement does not impose any financial obligation on the City other than those included in this Agreement, and City Court shall be solely responsible for all expenses of its operation.

### **INDEMNIFICATION; INSURANCE**

City Court shall indemnify and save harmless the City, the City's employees, agents, officers and insurers from and against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the City, the City's employees, agents and officers growing out of, resulting from, or by reason of any act or omission relating to the operation of its programs or in connection with the discharge or performance of the terms of this Agreement by City Court. Such indemnification shall include the City's fees and costs of litigation, including, but not limited to, reasonable attorney's fees. City Court shall provide and bear the expense of and insurance policy covering this

indemnity provision as recited above and arising under this agreement and shall deliver a copy to the City.

#### **DISCRIMINATION CLAUSE**

City Court shall not discriminate in its selection 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 both 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**

City Court shall comply with all federal, state, and local laws and regulations with respect to the operation of the Court and compliance with the obligations of this Agreement.

**TERMINATION**

Either party may terminate this agreement with or without cause.

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

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

CITY OF HAMMOND

By: \_\_\_\_\_

Date: \_\_\_\_\_, 2014

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

CITY COURT OF HAMMOND

By: \_\_\_\_\_

Date: \_\_\_\_\_, 2014