

COOPERATIVE ENDEAVOR AGREEMENT

This **COOPERATIVE ENDEAVOR AGREEMENT** (the “Agreement”) effective as of July 1, 2016 is made by the **City of Hammond** (the “City”) and **Hammond Area Economic & Industrial Development District** (“HAEIDD”).

WITNESSETH:

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 power to provide programs to promote economic development, enhance the quality of life and other leisure-time activities; and

WHEREAS, HAEIDD is a political subdivision of the State of Louisiana formed during the regular session in 2003 by House Bill 2030, Act 1167; and

WHEREAS, HAEIDD has as its mission to attract new business and industry to the Hammond area and to retain and expand jobs of existing business and industries in the Hammond area; and

WHEREAS, in order to fulfill its mission, HAEIDD desires to employ a full time professional Economic Development Director to manage and supervise the operations of HAEIDD; and

WHEREAS, the City supports the mission of HAEIDD and believes that HAEIDD will bring benefit to the City in the form of increased economic development and will enhance the general welfare and good order of the City.

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:

FISCAL FUNDING

The City agrees to fund up to Twenty Thousand Dollars (\$20,000.00) to support the operations of HAEIDD, including the salary of an Economic Development Director for the fiscal year 2016-17.

The City shall have no obligation of funding beyond this agreement. Any additional funding is contingent upon an appropriation approved by the Hammond City Council.

USE OF FUNDS

HAEIDD agrees that the funds provided under this Agreement may only be used to directly support the mission of HAEIDD. HAEIDD agrees to provide the City with an accounting for the use of the funds. HAEIDD and the City acknowledge and agree that the

obligations and agreements of each are in consideration of the obligations and agreements of each other.

NO EMPLOYMENT OR JOINT VENTURE

It is expressly understood and agreed by the parties hereto that any employee, agent, or representative of HAEIDD shall not be deemed in any way to be an employee, agent or representative of the City at any time and any employees, agents or representatives of the City shall not be deemed in any way to be an employee, agent or representative of the City at any time. This Agreement does not create any joint venture or partnership agreement between the parties.

DISCRIMINATION CLAUSE

HAEIDD agrees not to discriminate in its operations and conduct its operations without regard to race, color, religion, or national origin.

EXECUTION OF ADDITIONAL DOCUMENTS

HAEIDD and the City agree and obligate themselves to execute any and all documents necessary or required to carry out the purposes of this agreement.

THUS DONE AND SIGNED in Hammond, Louisiana, this ____ day of _____, 2016.

CITY OF HAMMOND

By: _____
By its duly authorized Mayor,
Pete Panepinto

HAEIDD

By: _____
By its duly authorized Board President,
Joseph Mier