

COOPERATIVE ENDEAVOR
AGREEMENT BY AND BETWEEN
THE TANGIPAHOA PARISH

COUNCIL-PRESIDENT GOVERNMENT
AND

CITY OF HAMMOND

UNITED STATES OF AMERICA

STATE OF
LOUISIANA

PARISH OF
TANGIPAHOA

This cooperative endeavor agreement is made and entered into on this _____ day of March 2018 by and between the TANGIPAHOA PARISH COUNCIL-PRESIDENT GOVERNMENT, a political subdivision of the State of Louisiana, domiciled in Tangipahoa Parish, Louisiana, with a physical address of Tangipahoa Parish Courthouse Annex, 206 East Mulberry Street, Tangipahoa Parish, Amite, Louisiana 70422 and having a mailing address of Post Office Box 215, Amite, Louisiana 70422, herein represented by its parish president, Hon. Charles Robert "Robby" Miller, Jr., appearing herein pursuant to and by authority of that resolution duly adopted at a regular meeting of the Tangipahoa Parish Council held on March 12, 2018, and the City of Hammond, a political subdivision of the State of Louisiana, domiciled in Hammond, Louisiana, with a physical address of 310 E. Charles Street, Tangipahoa Parish, Hammond, Louisiana 70401 and having a mailing address of Post Office Box 2788, Hammond, Louisiana 70404, herein represented by its mayor, Hon. Pete Panepinto, appearing herein pursuant to and by authority of that resolution duly adopted at a regular meeting of the Hammond City Council held on March 13, 2018, a written copy of which resolutions are annexed hereto and made a part hereof.

The Tangipahoa Parish Council-President Government and the City of Hammond herein and hereby agree and contract as follows:

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that for a public purpose, the State of Louisiana and its political subdivisions or political corporations may engage in co-operative endeavors with each other, with the United States of America or its agencies or with any public or private association, corporation or individual;

WHEREAS, the Tangipahoa Parish Council-President Government and the City of Hammond desire to cooperate in the manner as hereinafter provided;

WHEREAS, both the Tangipahoa Parish Council-President Government and the City of Hammond have an interest in providing roads and bridges of Tangipahoa Parish, Louisiana;

WHEREAS, the Club Deluxe Road Bridge at Arnold's Creek is in need of repair and rehabilitation;

WHEREAS, the City of Hammond has declared an emergency based upon the timeframe, the engineer's inspections, and the concern that the sinkhole would increase and cause the bridge to fail altogether;

WHEREAS, the City of Hammond has received quotes and has a project budget not to exceed \$160,000.00;

NOW THEREFORE, in consideration of the mutual contracts, covenants and agreements herein contained, the legal obligation, the public purpose and the public benefit, the parties hereto each agree, contract and covenant as follows:

SCOPE OF SERVICES

The Tangipahoa Parish Council-President Government agrees and hereby covenants and contracts as follows:

That it will provide 50% of the project costs not to exceed \$80,000.

The City of Hammond agrees and hereby covenants and contracts as follows:

That it will contract for the above described services and will bill the parish for 50% of the project not to exceed \$80,000.

ACKNOWLEDGMENT OF RELATIONSHIP

The parties agree and acknowledge that nothing contained in the cooperative endeavor shall be deemed or construed by the parties herein or by any third (3) party to create the relationship of principal and agent or of partnership or of a joint venture or of any association whatsoever between the parties. Neither party shall be liable for the other party's debts, obligations, nor liabilities.

AUDITORS CLAUSE

It is agreed to by both parties that the Louisiana Legislative Auditor and/or the Office of the Governor, Division of Administration's auditors shall at all times have both the right and option of auditing this agreement or the terms thereof.

INDEMNIFICATION

The parties shall indemnify and save harmless the other party against any and all claims, losses, liabilities, demands, suits, causes of action damages and/or judgments for sums of money arising out of, resulting from or by reason of any act or omission of the party, its agents, servants or employees while engaged in, about or in connection with the discharge or performance of the terms of this agreement. Such indemnification shall include party's fees and costs of litigation, including but not limited to attorney fees.

LITIGATION BETWEEN THE PARTIES

In the event that either party brings an action against the other to enforce a right or obligation of this agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs. Any legal action shall be filed in the 21st Judicial Court.

SEVERABILITY

If any term, covenant, condition or provision of this agreement or the application thereof to any person or circumstance shall at any time or to any extent be invalid or unenforceable, the persons or circumstances other than those as to which it is held invalid or unenforceable, shall be unaffected thereby and each such term, covenant, condition and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

ENTIRE AGREEMENT/MODIFICATION

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 herein. 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 both parties.

DISCRIMINATION CLAUSE

The parties agree to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the State/City/OPS agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The parties further agree not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities.

Any act of discrimination committed by a party or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement by the other party or parties.

CONTROLLING LAW

The valid 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 each comply with all federal, state and local laws and regulations, including specifically the Louisiana Code of Governmental Ethics in carrying out the provisions of this agreement.

REMEDIES FOR DEFAULT

In addition to any remedy provided for herein, in the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana.

NOTICES

All notices and other communications pertaining to this agreement shall be in writing and shall be transmitted either by personal hand delivery and receipted for or shall be deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

Tangipahoa Parish Council-President Government
Attn: Parish President
Post Office Box 215
Amite, Louisiana 70422

City of Hammond
Attn: Mayor
P O Box 2788
Hammond, Louisiana 70404

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate original on the date as first written above at the City of Hammond, Tangipahoa Parish, Louisiana.

WITNESSES:

TANGIPAHOA PARISH COUNCIL-
PRESIDENT GOVERNMENT BY:

(Print Name)

_____ Charles Robert

"Robby" Miller, Jr.
Tangipahoa Parish President

(Print Name)

WITNESSES:

OF HAMMOND CITY
BY:

(Print Name)

Pete Panepinto
Mayor

(Print Name)
