

**COOPERATIVE ENDEAVOR
AGREEMENT BY AND BETWEEN:**

UNITED STATES OF AMERICA

THE TANGIPAHOA PARISH
COUNCIL-PRESIDENT GOVERNMENT,
CITY OF HAMMOND AND
HAMMOND CFA, LLC

STATE OF LOUISIANA

PARISH OF TANGIPAHOA

This Cooperative Endeavor Agreement is made and entered into by and between the **TANGIPAHOA PARISH COUNCIL-PRESIDENT GOVERNMENT**, a political subdivision of the State of Louisiana, whose mailing address is Post Office Box 215, Amite, Louisiana 70422, herein represented by its authorized Parish President, Hon. Charles Robert "Robby" Miller, Jr. ("Parish"); the **CITY OF HAMMOND**, a political subdivision of the State of Louisiana, whose mailing address is Post Office Box 2788, Hammond, Louisiana 70404, herein represented by its authorized Mayor, Hon. Pete Panepinto ("City"); and **HAMMOND CFA LLC**, a Massachusetts limited liability company, whose address is 83 Orchard Hill Park Drive, Leominster, Massachusetts 01453, herein represented by its authorized Manager, Gregg Lisciotti ("Developer").

The Parish, the City and the Developer 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 cooperative endeavors with each other, with the United States of America or its agencies or with any public or private association, corporation or individual; and

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

WHEREAS, both the Parish and the City have an interest in providing safe travel for the citizens of the Parish and the City; and

WHEREAS, both the Parish and the City have an interest in promoting economic development and attracting new businesses to the Parish and City; and

WHEREAS, the Developer is developing property along US Highway 190 West in Hammond for the operation of a new Chick-fil-A restaurant and drive through facility (the "Project"); and

WHEREAS, the new Chick-fil-A restaurant will provide jobs, sales tax revenue and property tax revenue to the Parish and the City and attract more business to the area; and

WHEREAS, the State of Louisiana has imposed certain requirements on the development of the Chick-fil-A property for the public safety, including the construction of a new mountable curb, and restriping and repaving along a portion of the State right of way on US Highway 190

West along the boundary and in the adjacent vicinity of the Chick-fil-A property (the “Road Improvements”); and

WHEREAS, the Developer is willing to construct the Road Improvements and satisfy the requirements of the State so that the property can be developed for the operation of a new Chick-fil-A restaurant and drive through facility provided the Parish and the City contribute to the cost of the State required improvements.

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 AGREEMENT

The Developer agrees to develop and construct the Project in accordance with plans and specifications approved by the City and Chick-fil-A, Inc. and meet other requirements for road improvements imposed by the State.

The Parish will contribute \$75,000.00 and the City will contribute \$75,000.00 toward the construction of the Road Improvements.

The Parish and City shall each pay their respective contribution to Developer within twenty (20) days after the issuance of building permits for the Project and after satisfactory completion of the Road Improvements.

The parties acknowledge and agree that the obligations and agreements of each are in consideration of the obligations and agreements of each other. The rights and obligations contained herein shall be binding on the successors and assigns of the respective parties.

ACKNOWLEDGMENT OF RELATIONSHIP

The parties agree and acknowledge that nothing contained in this cooperative endeavor agreement 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 the 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.

The City and the Parish shall be allowed to audit all expenses and costs related to the Road Improvements. The Developer shall maintain accurate books and records of the Road

Improvements for at least three (3) years and shall deliver such records to the City and the Parish upon request.

This Agreement does not impose any financial obligation on the City or the Parish other than those included in this Agreement, and the Developer shall be responsible for all other costs and expenses of the Project.

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 negligence or willful misconduct 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, Tangipahoa Parish, Louisiana.

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 all parties.

This agreement may be executed in multiple counterparts. A true and accurate copy of this agreement shall serve as an original for all purposes.

ANTI-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, sent to the mailing address of the parties set forth herein.

{signature page to follow}

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate original on the dates shown below.

WITNESSES:

Witness Name: _____

Witness Name: _____

TANGIPAHOA PARISH COUNCIL-PRESIDENT
GOVERNMENT

By: _____
Charles Robert "Robby" Miller, Jr.
Tangipahoa Parish President

Date: April _____, 2021

WITNESSES:

Witness Name: _____

Witness Name: _____

CITY OF HAMMOND

By: _____
Pete Panepinto, Mayor

Date: April _____, 2021

WITNESSES:

Witness Name: _____

Witness Name: _____

HAMMOND CFA LLC

By: _____
Gregg Lisciotti, Manager

Date: April _____, 2021