

**COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN**

**SOUTH TANGIPAHOA PARISH PORT COMMISSION
AND
CITY OF HAMMOND**

THE SOUTH TANGIPAHOA PARISH PORT COMMISSION (the "Commission") a political subdivision of the State of Louisiana, whose address is 163 West Hickory Street, Ponchatoula, La. 70454; and **THE CITY OF HAMMOND ("City")**, a municipality and political subdivision of the State of Louisiana, whose address is 310 East Charles Street, Hammond, La. 70401; do hereby enter into this Cooperative Endeavor Agreement ("Agreement") which is executed on the dates hereafter designated, but is effective as of _____.

WHEREAS, the Commission is a political subdivision of the State of Louisiana created by Louisiana law in LSA R.S. 34§1951 *et. seq.*, and has the authority to own, construct, operate and maintain docks, wharves, sheds, elevators, locks and slips, laterals, basins and warehouses, recreational facilities such as fishing piers, marinas, docks, wharves, and all other property, structures, equipment and facilities including belts and connecting lines of railroads and works of public improvements necessary or useful for port, recreational, harbor and terminal purposes; to dredge and maintain shipways, channels, slips, basins and turning basins in the development of the property at the Port of Manchac, located in Tangipahoa Parish (the "Port"); and

WHEREAS, the City is a home rule charter government, situated in Tangipahoa Parish and 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 exercise general police power, as well as to pass ordinances to promote, protect and preserve the general welfare, safety, health, peace and good order of the City and is authorized by its home rule charter to enter into cooperative efforts with other governmental agencies and political subdivisions for a public purpose; and owns and operates the Hammond Northshore Regional Airport, a public use, joint civil-military, general aviation airport located in the City (the "Airport"); and

WHEREAS, the Louisiana Constitution of 1974, Article VII, Section 14(C), provides that for a public purpose the State and its political subdivisions may engage in cooperative endeavors with each other and with any public or private association, corporation or individual; and

WHEREAS, the Commission and the City desire to work together to market the Port and the Airport, to businesses and developers, and for grant opportunities in order to develop mutual economic interests;

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 the Commission and the City as follows:

SCOPE OF AGREEMENT

The Commission and the City agree to coordinate their efforts to further the economic interests of the City of Hammond and Tangipahoa Parish and its citizens by working together to attract new and expanding business and funding opportunities to the Port and the Airport. Such efforts include, but are not limited to: securing public and private financing and grants.

The Commission and the City shall share their resources, such as economic information, economic data, development opportunities, personnel and administrative support in order to market the Port and the Airport for grant and other funding opportunities and for economic development. The Commission and the City shall provide the other with any and all information reasonably requested, as well as physical access to the Port property and the Airport property in a timely manner. Each party shall give the other party timely advised on the activities under this Agreement, including prospective tenants, activities and companies interested in locating at the Port and/or the Airport, including current contact information, subject to any non-disclosure or other confidentiality agreements and information to pursue grant and other funding opportunities.

The Commission and the City shall keep confidential information received from others pertaining to potential development opportunities to the maximum extent allowed by law. In accordance with its Charter, bylaws and Louisiana law as applicable, each shall conduct its meetings regarding such confidential development opportunities such that the details of such potential development opportunities will not be disclosed to prospective municipalities, economic development districts, landowners, or other organizations who may use such information to compete with the Commission or the City for the potential development opportunities at the Port and the Airport.

All development, leasing and acceptance of funding and grants as it relates to the Port must be approved by the Commission. The Commission retains its statutory and legal authority to make final decisions as to all development and activities at the Port.

All development, leasing and acceptance of funding and grants as it relates to the Airport must be approved by the Mayor and/or the City Council to the extent required by the Charter and applicable law. The Mayor and City Council retain its respective legal authority to make final decisions as to the development and activities at the Airport, to the extent required by the Charter and applicable law.

FUNDING AND REIMBURSEMENTS

This Agreement does not obligate either party to the expenditure or appropriation of funds. Any funding or appropriation must be approved by the Commission as to the Port and

any funding or appropriation must be approved by the Mayor and/or the City Council as to the Airport.

The Commission and the City may approve the reimbursement for the reasonable and approved "out of pocket" expenses incurred by the other party under this Agreement.

TERM

The term of this Agreement shall expire two years from the effective date, but shall automatically renew for successive one year periods, unless otherwise terminated in writing by the parties. This Agreement may be terminated at any time by: (a) mutual agreement of the parties, (b) the failure of any party to fulfill the obligations contained herein, or (3) the determination by any party that its continued performance under this Agreement has been rendered unlawful by reason of an act of Congress or the state legislature, or the statutes creating the Commission or the Hammond Charter. Notwithstanding the above, any party to this Agreement may terminate that party's obligations under this Agreement by written notice to the other party.

ACKNOWLEDGMENT OF RELATIONSHIP

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

This Agreement does not impose any financial obligation on the parties.

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 parties shall maintain accurate books and records relating to this Agreement and of the activities under this Agreement for at least three (3) years after the termination of this Agreement and each party shall provide such financial information as reasonably requested by the other party.

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 or 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.

INDEMNIFICATION

The parties shall indemnify and save harmless each 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 any 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.

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.

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.

Nothing contained in this agreement shall be interpreted so as to conflict with the statutes applicable to the Commission or applicable provisions of the Hammond Charter, as they may hereafter be amended.

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.

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. Any substantive amendment of this Agreement shall require approval of the Commission and the Mayor/City Council as applicable

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

THUS DONE AND SIGNED, on the 9th day of November, 2021 in Ponchatoula, Louisiana.

South Tangipahoa Parish Port Commission

By: Patrick J. Dufresne
Patrick Dufresne, Executive Director
Date: 11-9, 2021

THUS DONE AND SIGNED, on the ___ day of _____, 2021, in _____, Louisiana.

City of Hammond

By: _____
Pete Panepinto, Mayor
Date: _____, 2021