

**COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN**

**THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF HAMMOND, INC.
AND
CITY OF HAMMOND**

.....

THE CITY OF HAMMOND (“City”), a municipality and political subdivision of the State of Louisiana, whose address is 310 East Charles Street, Hammond, Louisiana 70401 and **THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF HAMMOND, INC.** (“**HIDB**”), a Louisiana non-profit corporation, whose address is 1514 Martens Drive, #2, Suite 136, Hammond, Louisiana 70401; (the City and HIDB are sometimes referred to collectively as the “**Parties**”) do hereby enter into this Cooperative Endeavor Agreement as follows:

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 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

WHEREAS, the City is authorized by its home rule charter to enter into cooperative efforts with other governmental agencies and political subdivisions for a public purpose; and

WHEREAS, HIDB is a non-profit corporation authorized by LSA RS 33§9023 *et seq.* and authorized to engage in cooperative endeavors with other persons and entities as provided by Article VI, Section 20 and Article VII, Section 14(C) of the Constitution of Louisiana; and

WHEREAS, the City and HIDB desire to promote safe law enforcement and training for the City; and

WHEREAS, a safe law enforcement environment is essential to economic development enter into this Agreement for the City’s use of HIDB’s property.

WHEREAS, 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 ... may engage in cooperative endeavors with each other ... or with any public or private association, corporation, or individual”.

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:

SCOPE OF AGREEMENT

This Agreement relates to the use of the property at 47038 Conrad Anderson Boulevard, Hammond, Louisiana (the “**Property**”). The City and HIBD agree as follows:

The City has had exclusive use of the Property by prior agreement with HIDB and has used the Property for training for the Hammond Police Department (“**HPD**”).

The Parties confirm the agreement for the continued use of the Property by the HPD without the payment of rent for the term of this Agreement as provided below.

For and in consideration of the continued use of the Property pursuant to this Agreement, the City agrees to be responsible for building maintenance and improvements, property insurance, and phone, cable and internet services. It is also agreed that the City will contract for and pay for the replacement of the roof on the Property.

The Parties agree that the sheriff’s office of Tangipahoa Parish (“**TPSO**”) shall be allowed to share the use of the Property, with the City having a priority of use, for training purposes or other public purposes, upon reasonable notice to HPD.

For and in consideration for its use of the Property, the TPSO agrees to pay the monthly Entergy bill for the Property and contribute on-half (1/2) of the cost to replace the roof on the Property.

ACCOUNTING

The City shall maintain books and records relating to its use of the Property and make it available to the HIDB upon request.

TERM

The term of this Agreement will expire December 31, 2027, but may be terminated by the City during the term on ninety (90) days prior written notice.

NO JOINT VENTURE

It is expressly understood and agreed by the parties hereto that this Agreement does not constitute or create any joint venture or partnership agreement between the parties.

MUTUAL AND RECIPROCAL BENEFIT

The City, HIDB and TPSO acknowledge and agree that the obligations and agreements of each are in consideration of the obligations and agreements of each other and are of mutual value.

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

Each party shall have sole responsibility for compliance with all federal, state, and local laws and regulations with respect to this Agreement.

INTERVENTION

Daniel Edwards, sheriff of Tangipahoa Parish, intervenes and signs below to acknowledge acceptance of and agreement to the terms of this Agreement.

THUS DONE AND SIGNED at Hammond, Louisiana, on this ____ day of _____, 2022.

WITNESSES:

CITY OF HAMMOND

By: _____

Pete Panepinto, Mayor

THUS DONE AND SIGNED at Hammond, Louisiana, on this ____ day of _____, 2022.

WITNESSES:

THE INDUSTRIAL DEVELOPMENT
BOARD OF THE CITY OF HAMMOND,
INC.

By: _____

THUS DONE AND SIGNED at Hammond, Louisiana, on this ____ day of _____, 2022.

WITNESSES:

DANIEL EDWARDS, SHERIFF
TANGIPAHOA PARISH
