

COOPERATIVE ENDEAVOR AGREEMENT

This Cooperative Endeavor Agreement is entered into by and between:

The City of Hammond, represented herein by its duly authorized and empowered Mayor (the “City”); and

Student Organization for Aeronautic Robotic Research, Inc, a non-profit corporation represented herein by its duly authorized officer, (“SOARR”);

who declare and agree as follows:

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”; and

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 joint service agreements or cooperative efforts with other governmental agencies and political subdivisions and private entities for a public purpose; and

WHEREAS, SOARR is a 501 (c) (3) charitable non-profit corporation whose mission is to inspire young aviators and engineers through Fixed wing, rotary wing aircraft and drone instruction as well as model rocketry and provide STEM education throughout various North Shore youth programs; including SeaPerch Underwater Robot Programs, AMA Flight Instruction, Archery, La. Wildlife and Fisheries Instruction, National Assoc of Rocketry, NASA AstroCamp and Assoc. Programs, JPL Solar System Ambassador Program, Astronomy, Flight and Space Shuttle Simulators, Armed Forces Recruit Support, U S Coast Guard Auxilliary Recruiting, Northshore STEM Coalition/ LaSTEM La. Board of Regions, Air Force Auxiliary/Civil Air Patrol (collectively, the “Programs”), and

WHEREAS, the City acknowledges and desires to promote the purposes of SOARR and increase education, tourism and economic development within the City through the programs and other events sponsored by SOARR; and

WHEREAS, SOARR desires to enhance its Programs, activities and events and attract participation at SOARR Programs and events by use of approximately 15 acres situated on Fagan Drive, as shown on the attached drawing (the “Property”); and

WHEREAS, use of the Property for SOARR programs shall yield benefits to the City, its businesses, residents and participants and enhance education, economic development and promote

the general welfare through tourism and enhanced appreciation for aviation and STEM education and promote a quality of life within the City of Hammond and the Northshore region; and

WHEREAS, the parties agree the obligations and terms of this Agreement will further the purposes of City and the SOARR and be of mutual benefit.

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

1. SOARR agrees to use the Property solely for SOARR events and the Programs. SOARR agrees to properly maintain the Property. SOARR cannot alter the Property or construct improvements on the Property without the written consent of the Mayor. SOARR shall register its events with the City. SOARR shall maintain insurance in amounts and upon terms agreeable to the City and provide evidence of insurance to the City. SOARR's use of the Property shall not be in conflict with the City's use of its adjoining property.

2. SOARR agrees to actively provide the Programs and other events and generally promote the City and encourage its participants to support businesses in Hammond.

3. The City agrees to allow SOARR the exclusive use of the Property. The City may terminate this Agreement upon ninety (90) days prior notice for any reason, however the City may terminate this Agreement upon fifteen days' notice in the event of a default by SOARR.

MUTUAL AND RECIPROCAL BENEFIT

SOARR and City 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

INDEMNIFICATION

To the fullest extent permitted by law, SOARR shall indemnify and hold harmless the City, its respective officials, employees, insurers and agents from and against any claims, liabilities, injuries, damages and costs (including reasonable attorney's fees and costs of defense) arising out the actions of SOARR related to its events and Programs.

AUDITING AND FINANCIAL RESPONSIBILITY

SOARR shall keep and maintain accurate books and records of its use of the Property. SOARR agrees to provide City with an accounting of its use of the Property, upon request.

This Agreement does not impose any financial obligation on the City or SOARR, except as specifically set forth herein.

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 comply with all federal, state, and local laws and regulations with respect to the use of the Property and operation of the events and Programs and in compliance with the obligations of this Agreement.

THUS DONE AND SIGNED in Hammond, Louisiana, on the dates set forth below.

CITY OF HAMMOND

Student Organization for Aeronautic Robotic Research, Inc (SOARR)

By: _____
Pete Panepinto, Mayor

By: _____

Date: _____, 2024

Date: _____, 2024