



DOWNTOWN DEVELOPMENT AUTHORITY

COOPERATIVE ENDEAVOR AGREEMENT

This Cooperative Services Agreement (this “Agreement”) is made and entered into effective as of the _____ day of _____, 2024 by and between

DOWNTOWN DEVELOPMENT AUTHORITY, established by La. R.S. 33:2740.38 and Ordinance No. 47 of 1975 of the City of Shreveport, represented by and appearing herein through **Liz Swaine**, its duly authorized Executive Director (hereinafter referred to as the "DDA");

and

SHREVEPORT POLICE DEPARTMENT designated as a Law Enforcement Agency in the City of Shreveport, Parish of Caddo by the State of Louisiana with its principal place of business in Shreveport, Louisiana, represented by and appearing herein through Tom Arceneaux, Mayor and Wayne Smith, Police Chief, its duly authorized representatives (hereinafter referred to as the “SPD”);

WITNESSETH

WHEREAS, the mission of the DDA is to pursue, support, facilitate, and welcome initiatives that aid and encourage private development, and promote and coordinate public development within the Downtown Development District (“DDD”) of Shreveport, Louisiana, and;

WHEREAS, La. R.S. 33:2740.38 authorizes the DDA to provide financial assistance for the preservation, revitalization, and beautification of public and private development within the DDD; and

WHEREAS, the DDA undertook the development of the Downtown 2010 Redevelopment Strategy in consultation with the City of Shreveport, downtown property owners and Downtown Shreveport Development Corporation; and

WHEREAS, the Shreveport City Council and Metropolitan Planning Commission have approved the Downtown 2010 Redevelopment Strategy (“2010 Strategy”); and

WHEREAS, the Redevelopment Strategy states that Safety and Security are the basics of redevelopment in the Downtown Development District and that in order

to support a diverse, sustainable mix of uses, the downtown environment must be safe in fact, and must be perceived as safe; and

WHEREAS, SPD has determined that a Surveillance System with cameras in specific locations in the DDD (“the Project”) will serve as a crime deterrent and be used to promote safety in the District by monitoring illegal activity, unauthorized removal of personal and/or DDD property, damage to property, and other acts of wrongdoing, assist in the enforcement of existing laws, and provide documentation for investigating illegal activity that occurs in the DDD.

NOW THEREFORE, DDA desires to cooperate with SPD in the implementation of the Project for the express purpose of further implementation of the 2010 Strategy and DDA’s general goals.

I. AGREEMENT

1.1 DDA agrees to:

- a) Purchase and install four cameras and associated equipment for the Surveillance System in the DDD. The cost of these cameras and equipment is **Twelve thousand two hundred three dollars and no/100 (\$12,203.00)**
- b) After purchase and installation, donate the cameras and equipment to SPD for its use in the Project.

1.2 SPD agrees to:

- a) Plan, organize, implement, coordinate, manage, and conduct the Project in such a way that it shall assist DDA in the implementation of the 2010 Strategy and the DDA’s general goals and objectives for the DDD;
- b) Operate the Project pursuant to this Agreement;
- c) Acknowledge DDA’s role as a sponsor of the Project and work with DDA to promote the project;
- d) Maintain the cameras and associated equipment in good working order.
- f) Obtain a written Maintenance Agreement from the vendor and provide a copy to DDA. The Maintenance Agreement should include maintenance to be performed and timeline for doing so, , items covered and not covered under the maintenance agreement;
- h) Accept the DDA’s donation of the cameras and equipment at which time they will become the property of the SPD;

- i) Cameras and equipment will remain in the DDD and SPD will notify the DDA Executive Director if any camera or equipment is relocated to a different location within the DDD.
- j. SPD will obtain prior written approval from the DDA Executive Director before relocating any cameras or equipment outside of the DDD;
- k) All data obtained from the cameras and equipment will be the property of SPD. Data will be stored in the FUSUS core platform subject to its prescribed capabilities and protocols. ;
- l) SPD will have the ability to monitor the cameras and equipment 24 hour/7 days per week in real time. Cameras will be monitored by credentialed SPD members on a random and/or as needed basis.

II. PAYMENTS AND ACCOUNTING

2.1 DDA and its auditors, counsel and duly authorized agents, at DDA's sole expense, shall be entitled at all reasonable times during normal business hours to examine any and all records, reports, accounts, plans, books, correspondence and documents of SPD relating to this Agreement, and, upon notice in writing to SPD, shall have the right to audit SPD's accounts and records relating to this Agreement for any calendar year within the twelve (12) month period following the end of such calendar year. Any such audit shall not be conducted more than once each year.

III. LIMITATIONS OF LIABILITY

3.1 **Limitations on Liability.** SPD hereby agrees to protect, defend, indemnify, save and hold harmless the DDA, its officers, agents, and employees including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or to the damage, loss or destruction of any property directly or indirectly related to any act or omission of SPD, its agents, servants, and employees or any and all costs and expenses and/or attorneys' fees incurred by SPD as a result of any claims, demands, and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of the DDA, its agents, representatives, and/or employees.

3.2 SPD shall investigate, handle, respond to, provide defense for, and defend any such claims, demands, or suit at its sole expense and agrees to bear all other costs and expenses related thereto even if any such claims are groundless, false, or fraudulent.

3.3 The DDA's liability under this Agreement shall be limited to the dollar amount of the payments to be made by the DDA to the SPD as shown in this Agreement and the DDA shall not in any way be responsible for any additional monetary sums or for any

actual, general, special, compensatory, consequential, punitive, pecuniary, or plenary damages, any interest, attorneys' fees, or any other or additional claims whatsoever which may be made by any party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

DOWNTOWN DEVELOPMENT AUTHORITY

By: _____
Liz Swaine, Executive Director
Downtown Development Authority

CITY OF SHREVEPORT

By: _____
Tom Arceneaux, Mayor

Wayne Smith, Police Chief