

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

THE CITY OF SHREVEPORT

AND

SHREVEPORT IMPLEMENTATION AND REDEVELOPMENT AUTHORITY

This Cooperative Endeavor Agreement, (herein referred to as “Agreement”), is entered into by and between:

THE CITY OF SHREVEPORT, represented herein by its Mayor, Tom Arceneaux, duly authorized to act herein, (“the City”).

and

SHREVEPORT IMPLEMENTATION AND REDEVELOPMENT AUTHORITY, a political subdivision organized under the laws of the State of Louisiana and represented herein by its duly authorized agent _____ (individually and collectively referred to as “SIRA”).

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, with the United States or its agencies, or with any public or private association, corporation, or individual;” and

WHEREAS, SIRA’s goal is to eliminate and prevent the spread of slum, blighted and distressed areas, to allow the rehabilitation, clearance and redevelopment of these areas, and to provide the expedited conversion of blighted/underused property into habitable residences; and

WHEREAS, SIRA serves as a agent for economic development and revitalization throughout the city or in target areas and has the ability to support a wide range of economic development initiative; and

WHEREAS, La RS 33:4720.301 Subsection (K), allows SIRA the power to create and execute redevelopment or development plans for specified areas within its territorial jurisdiction; and

WHEREAS, SIRA has the authority to enter into contracts and agreements with public bodies or public or private entities to achieve the authority’s objectives and purposes; and

WHEREAS, the City and SIRA agree to provide services as outlined in this agreement to further the mission of the authority; and

WHEREAS, the City has a reasonable expectation of receiving a benefit or value described in detail that is at least equivalent to or greater than the consideration described in this Agreement; and

NOW THEREFORE, in consideration of the mutual promises made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1) The City agrees to provide legal services and representation to SIRA at no cost to the authority absent any conflicts of interest. Upon the determination that the City cannot represent SIRA due to a conflict of interest, SIRA may engage any provider of legal services for such a matter, as determined by SIRA.
- 2) The City agrees to provide support staff to SIRA at no cost to the authority.
- 3) The City agrees to assist in preparing requests for proposals at no cost to the authority.
- 4) The City agrees to post the notices of the meetings and prepare the minutes of the board meetings in compliance with the open meetings law at no cost to the authority.
- 5) SIRA agrees to provide development, redevelopment, and repurposing solutions to the City for property that the City wishes to divest from, acquire, and/or already has an interest in.
- 6) This agreement shall have a term of five (5) years commencing on the effective date of this agreement, with the option to renew for two consecutive five (5) year terms if mutually agreed by the parties.
- 7) The City may terminate or rescind this Agreement for cause based upon the failure of SIRA to comply with the terms and/or conditions of the Agreement; provided that the City shall give SIRA written notice specifying SIRA's failure to comply and the date noncompliance is to be cured. SIRA shall have thirty (30) days from the receipt of written notice to cure the noncompliance. Should SIRA fail to cure the noncompliance within thirty (30) days from receipt of notice, SIRA must show that they have begun curing the noncompliance and that there is a good faith effort to cure the noncompliance. Otherwise, the City may deem SIRA in default. Should the City deem SIRA in default, this Agreement shall terminate on the date specified in the notice.
- 8) SIRA agrees to indemnify, release, defend, and hold City, and all of its members, officers, agents and employees, harmless of and from any and all liability, claims, demands, suits, or cause(s) of action which may arise out of or result from, the negligent acts, errors or omissions, or willful misconduct of SIRA in connection with this Agreement.
- 9) Any notice, request or other communication to either party by the other shall be Given in writing and shall be deemed received only upon the earlier of receipt or three days after mailing, if mailed, postage prepaid by regular mail to the City or Contracting Party, as the case may be, at the address for such party as provided below or at such changed address as may be subsequently submitted by written notice of either party:

If to CITY:

Office of the Mayor
Mayor, Tom Arceneaux
505 Travis Street, Suite 200
Shreveport, LA 71101
Phone: (318) 673-5050

If to SIRA: Shreveport Implementation and Redevelopment

Attn: _____

- 10) This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.
- 11) All Agreement changes or revisions shall be in writing and signed by all parties. Verbal agreements are not enforceable.

- 12) Each party to this Agreement agrees to maintain financial records pertaining to all matters relative to the Agreement in accordance with standard accounting principles and procedures and retain all of its records and support documentation applicable to the Agreement for a period of three (3) years, except that records that are subject to audit findings shall be retained for three (3) years after such findings have been resolved, and SIRA shall permit the audit, by the City or its designated representative, of all its records relative to the Agreement at any time upon such notice as specified therein.
- 13) Any requirements of confidentiality contained in this Agreement are subject to the Public Records Law (La. R.S. 44:1.1, et. seq.) of the State of Louisiana.
- 14) This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions. The venue of any litigation arising under this Agreement shall be the First Judicial District Court for the Parish of Caddo or the United States District Court for the Western District of Louisiana.
- 15) Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law.

WITNESSES:

1) _____

Print: _____

2) _____

Print: _____

**SHREVEPORT IMPLEMENTATION AND
REDEVELOPMENT AUTHORITY**

By: _____

Title: _____

Date: _____

Address: _____

WITNESSES:

1) _____

CITY OF SHREVEPORT:

By: _____

Print: _____

Title: _____

2) _____

Date: _____

Print: _____

Address: _____
