

**COOPERATIVE ENDEAVOR AGREEMENT**

**BETWEEN**

**THE CITY OF SHREVEPORT**

**AND**

**SHREVEPORT COMMON, INC.**

This Cooperative Endeavor Agreement is entered into by and between:

**THE CITY OF SHREVEPORT**, represented herein by its Mayor, Adrian D. Perkins, duly authorized to act herein, (“the City”);

and

**SHREVEPORT COMMON, INC.** a non-profit organization organized under the laws of the State of Louisiana, having a domicile address of 801 Crockett Street, Suite 205, Shreveport, Louisiana 71101 and represented herein by its duly authorized agent \_\_\_\_\_ (individually and collectively referred to as “Contracting Party”);

Who declare and agree as follows:

**WHEREAS**, the City is owner of the following described property:

**0.162 ACS. M/L- LOT 1, W.R. CARTER'S SUBDIVISION, BLK. 3, UNIT 2, IN  
T.A.L. 5, CITY OF SHREVEPORT, 181437-208-0001 (subject property 1);**

**WHEREAS**, the said properties were acquired by the City with the intent, of future development in order to advance the Vision Plan for Shreveport Common; and

**WHEREAS**, Shreveport Common Inc. a non-profit who sole mission is to implement creative place-making revitalization efforts in the 9-block area known as Shreveport Common; and

**WHEREAS**, the donation must be used to create housing development in that block where the property is located and allow for the progression of Shreveport Common Vision Plan which will be of benefit to the community; and

**WHEREAS**, the said properties are not needed by the City for a public purpose and should therefore be declared to be surplus property; and

**WHEREAS**, Article VII, Section 14(C) of the Louisiana 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 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



- 6) All Agreement changes or revisions shall be in writing and signed by all parties. Verbal agreements are not enforceable.
- 7) Contracting Party 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 Owner 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.
- 8) 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.
- 9) 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.
- 10) 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 COMMON, INC.**

By: 1) \_\_\_\_\_

2) \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

**WITNESSES:**

**CITY OF SHREVEPORT:**

1) \_\_\_\_\_

Print: \_\_\_\_\_

2) \_\_\_\_\_

Print: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_