

**COOPERATIVE ENDEAVOR AGREEMENT AND ACT OF DONATION
BETWEEN
THE CITY OF SHREVEPORT
AND
SHREVEPORT BOSSIER AFRICAN AMERICAN CHAMBER OF COMMERCE**

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

THE CITY OF SHREVEPORT, a duly organized municipality of the State of Louisiana, represented herein by its Mayor, Adrian D. Perkins, duly authorized to act herein, (“the City”);

and

SHREVEPORT BOSSIER AFRICAN AMERICAN CHAMBER OF COMMERCE, a non-profit organization organized under the laws of the State of Louisiana, having a domicile address of 1315 Milam Street, Shreveport, Louisiana 71101 and represented herein by Brittney Dunn, its Chairwoman of the Board of Directors, authorized to act herein by virtue of a Resolution of the Board of Directors, which is attached hereto and made a part hereof (“the Contractor”)

Who declare and agree as follows:

WHEREAS, the City of Shreveport (“City”), is the owner of certain properties together with all improvements thereon identified as (“the Property”):

LOTS 4-A, 5-A & S 1/2 OF LOT 3-A, RESUB OF LOTS 1 & 2, BLOCK
A, LAKE GARDENS SUB. 171404-30-15 LOTS 14, 15, 16 & NE 30 FT
OF LOT 13, BLK 33, Caddo Parish, Louisiana;

Geog #: 171404-030-0015-00, Municipal Address: 2230 Jewella Avenue,
Shreveport, LA 71109; and

WHEREAS, the said property is not needed by the City for a public purpose and has been declared surplus property; and

WHEREAS, the property shall be used for the benefit of the public by spurring of economic growth and business opportunities for the benefit of the citizens within the City of Shreveport; and

WHEREAS, the Shreveport Bossier African American Chamber of Commerce has expressed its willingness to assume ownership of said property with the understanding that it will maintain the building and grounds in good order, and will maintain the structural integrity of said building and will make such updates and modifications as necessary to enable the building to continue to serve the Shreveport Bossier African American Chamber of Commerce, and;

WHEREAS, the Shreveport Bossier African American Chamber of Commerce is a non-profit organization whose sole mission is to facilitate commerce and the economic growth of businesses within the City of Shreveport; and

WHEREAS, the Shreveport Bossier African American Chamber of Commerce shall invest in education and

workforce development for citizens of the City; and

WHEREAS, the Shreveport Bossier African American Chamber of Commerce has expressed its willingness to assume ownership of the Property subject to the requirement that the organization continue to further national objectives of the Community Development Block Grant Program, as well as continue to provide a public benefit to the citizens of the City of Shreveport; and

WHEREAS, this transfer is not a gratuitous donation, as 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) Upon the execution of this Agreement, the City shall transfer the Property described above to Contracting Party, with complete transfer and subrogation of all rights and actions of warranty against all former proprietors of the property being herein donated.
- 2) Contracting Party takes cognizance of all past due and or taxes and agrees to pay the same.
- 3) The Contracting Party shall utilize the property solely for the advancement of economic growth and the creation of business opportunities within the City of Shreveport.
- 4) The Contracting Party shall maintain the building and grounds in good order.
- 5) The Property shall be transferred in an “as is” condition and without warranty of title or recourse whatsoever against the City of Shreveport in accordance with State law and City ordinances.
- 6) The City may terminate or rescind this Agreement for cause at any time in which the Property ceases to be used in furtherance of a public and charitable purpose, upon such time as the Property ceases to be used as the Shreveport Bossier African American Chamber of Commerce, upon such time as the property ceases to be used to further a national objective of the Community Development Block Grant Program pursuant to 24 CFR 570, or upon any other failure by the Contracting Party to comply with the terms and/or conditions of the Agreement.
- 7) In the event of default of the terms of this Agreement or upon the occurrence of any event as provided for in Section 4 of this Agreement, the City shall give Contracting Party written notice specifying Contracting Party’s failure to comply and the date noncompliance is to be cured. Contracting Party shall have thirty (30) days from the receipt of written notice to cure the noncompliance. Should Contracting Party fail to cure the noncompliance within thirty (30) days from receipt of notice, Contracting Party 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 Contracting Party in default. Should the City deem Contracting Party in default, this Agreement shall terminate on the date specified in the notice. Upon termination of this Agreement, Contracting Party forfeits all rights of ownership in and to said property.
- 8) Upon termination of this Agreement, said property shall be transferred back to the City, with the City retaining all rights associated with the property. No compensation shall be due or owing to Contractor upon transfer of the Property back to the City.

THUS DONE AND PASSED, in Shreveport, Caddo Parish, Louisiana on this _____ day of _____, 2022 in the presence of the below named competent witnesses and Notary, after reading of the whole.

WITNESSES:

**SHREVEPORT BOSSIER AFRICAN
AMERICAN CHAMBER OF COMMERCE**

1) _____

BY: _____

Print: _____

Print: _____

2) _____

Title: _____

Print: _____

Date: _____

NOTARY PUBLIC

WITNESSES:

CITY OF SHREVEPORT

1) _____

BY: _____
ADRIAN D. PERKINS, MAYOR

Print: _____

2) _____

Date: _____

Print: _____

NOTARY PUBLIC