

CITY OF ALEXANDRIA, LOUISIANA

COOPERATIVE ENDEAVOR

WITH

THIS COOPERATIVE ENDEAVOR is made and entered by and between the City of Alexandria, Louisiana, herein referred to as "City" and/or "Agency", and the _____, officially domiciled at _____, hereinafter referred to as "Contracting Party."

ARTICLE I

WITNESSETH:

- 1.1 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
- 1.2 WHEREAS, the City desires to cooperate through this Agreement with the Contracting Party in the implementation of the Project as hereinafter provided; and
- 1.3 WHEREAS, the public purpose is described as: fostering economic growth and development, creating new opportunities for employment, and expanding the local and regional economies; and
- 1.4 WHEREAS, the Contracting Party has provided all required information in accordance with Sec. 26-102 et seq of the City of Alexandria Code of Ordinances and is attached as Exhibit "A".

NOW THEREFORE, in consideration of the mutual covenants herein contained the parties hereto agree as follows:

ARTICLE II
CONTRACT OBLIGATIONS

- 2.1 The Contracting Party shall:
 1. maintain a legal interest in the real property described as follows:

_____. Said property does, does not (circle one) lie within the boundaries

of a Cultural Restoration Area of the City of Alexandria. (Proof of ownership shall be attached hereto and labeled Exhibit “B”.)

2. Has constructed or will construct facilities, buildings, or other similar improvements valued at _____ (\$_____)
 (“New Value”)
3. as a direct result of this investment create _____ (_____) permanent, full-time jobs, (the “Project”).
4. Ensure that during the period economic development incentives are in effect, the property’s use must not be materially altered from the stated purpose at the time the incentives were granted.

2.2 Deliverables:

1. At least 35% of the jobs created will be made available to residents of the City of Alexandria
2. At least 65% of the jobs created will either be made available to the residents of the Parish of Rapides or be composed of existing employees that relocate to the Parish of Rapides; and
3. Compliance with the requirements of local hiring will remain in effect for the entire period that economic development incentives are being offered.
4. The applicant must be investing at least the minimum New Value as described in this document.
5. The proposed project must be in compliance with the city's master site planning, zoning ordinances, building codes and all other applicable City ordinances.

ARTICLE III
UTILITY INCENTIVES

- 3.1 Utility incentives may be offered to Eligible Facilities or Preferred Facilities that qualify as determined by the City's economic development initiatives and goals. The amount of discount to be offered will be determined using the following table for New Value and New Employment (Table 1) created within a particular Cultural Restoration Area or the general corporate limits as appropriate.

Table 1:

Minimum New Value	Minimum New Employment	Schedule Number	
		Eligible	Preferred
\$500,000	5	1	2
\$1,000,000	10	2	3
\$5,000,000	20	3	4
\$10,000,000	30	4	5
\$30,000,000+	40	5	6

Depending on the schedule for which the business qualifies, a percentage of the Water, Gas, and Electric utility service charges may be abated on an Eligible Facility or Preferred Facility as follows:

Table 2:

Year	Schedule Number:					
	1	2	3	4	5	6
1	15%	20%	25%	30%	35%	35%
2	15%	20%	25%	30%	30%	35%
3	-	15%	15%	25%	30%	30%
4	-	-	15%	20%	25%	25%
5	-	-	-	15%	15%	20%

In consideration of the representations in Article II, the Contracting Party shall be eligible for Utility Incentives under Schedule Number _____ above.

ARTICLE IV
CONTRACT MONITOR

- 4.1 The Contract Monitor for this contract is Michael Marcotte, the Director of Utilities, City of Alexandria, or the successor to this position or the Mayor if the Mayor so directs.
- 4.2 Monitoring Plan: During the term of this Agreement, Contracting Party shall discuss with the City's Contract Monitor the progress and results of the Project, ongoing plans for the continuation of the Project, any deficiencies noted, and other matters relating to the Project. Contract Monitor shall review and analyze Contracting Party's Plan to ensure Contracting Party's compliance with contract requirements.
- 4.3 Contracting Party shall provide the City with documentation to substantiate the amount invested and the number of jobs created, including but not necessarily limited to, annual company financial reports, state and/or federal employment reports, and Rapides Parish tax appraisal statements.
- 4.4 The Contracting Party shall inform Contract Monitor of any problems, delays or adverse conditions, which will materially affect the ability to attain Project objectives, prevent the

meeting of time schedules and goals, or preclude the attainment of Project results by established time schedules and goals. Contract Monitor may suspend incentives for any reason without recourse by the Contracting Party. Contract Monitor or the Mayor is the sole authority for any decisions to suspend, which decision will be final.

ARTICLE V
TERMINATION

- 5.1 The Mayor or Contract Monitor may terminate this Agreement with or without cause based upon the failure of Contracting Party to comply with the terms and/or conditions of the Agreement.

ARTICLE VI
TERMINATION FOR CONVENIENCE

- 6.1 The Mayor or Contract Monitor may at its sole option choose to terminate the Agreement at any time by giving thirty (30) days written notice to Contracting Party. Upon receipt of notice,

ARTICLE VII
OWNERSHIP

- 7.1 All records, reports, documents and other material delivered or transmitted to Contracting Party by the City shall remain the property of the City, and shall be returned by Contracting Party to the City, at Contracting Party's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Contracting Party in connections with performance of the services contracted herein shall become the property of the City, and shall, upon request, be returned by Contracting Party to the City at Contracting Party's expense at the termination or expiration of this Agreement.

ARTICLE VIII
ASSIGNMENT

- 8.1 Contracting Party shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City.

ARTICLE IX
FINANCIAL DISCLOSURE AND AUDIT

- 9.1 Contracting Party in consideration of the forgiveness of debt owed the City, which forgiveness is acknowledged, shall be subject to any audit in accordance with R.S. 24:513 or any audit as required by the City and Contracting Party shall make all books and records available on demand for audit by the City, its auditors, the Louisiana Legislative Auditor or any other auditor as required by law. Contracting Party when requested by Contract Monitor shall provide the City with an annual audit report complying with general accepted practices.

ARTICLE X
AUDITOR'S CLAUSE

- 10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the City auditors shall have the option of auditing all records and accounts of Contracting Party, which relate to this agreement.
- 10.2 Records and Fiscal Controls. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible to the City. Such records and documents shall be retained for as required by law; provided, any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- 10.3. Access to Records. The City and its duly authorized representatives shall have access to the books, documents, papers and records of the Contracting Party, which are pertinent to the Agreement.

ARTICLE XI
AMENDMENTS IN WRITING

- 11.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Mayor of the City.

ARTICLE XII
PROTECTION OF CONFIDENTIAL BUSINESS INFORMATION

- 12.1 It is the City's intent, to the extent allowed pursuant to LA RS 44:4, to protect and hold as confidential all records, documents, financial statements, reports, etc. supplied to the City by the Contracting Party except in such cases where the records, documents, financial statements, reports, etc. are otherwise deemed public records pursuant to LA RS 44:1 et seq.

ARTICLE XIII
TERM OF AGREEMENT

13.1 This agreement is in force and effect only from _____ and shall terminate _____ . Utility Incentives shall commence no earlier than the effective date herein. Furthermore, at no time shall the term of the Agreement exceed the maximum term as applicable per Article III, Table 2.

ARTICLE XIV
DISCRIMINATION CLAUSE

14.1 Nondiscrimination. Contracting Party agrees to comply with all Federal, State, and local laws prohibiting discrimination on the basis of age, sex, race, creed, color, national origin or the presence of any mental or physical handicap. Any act of discrimination committed by Contracting Party, or failure to comply with statutory obligations when applicable shall be additional grounds for termination of this agreement.

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ARTICLE XV
RECOVERY OF INCENTIVES

15.1 Contracting Party agrees it shall be obligated to repay the City all or a portion of all incentives received in the event Contracting Party fails to meet its obligations set forth in Article II. Repayment shall be made in strict accordance with Sec. 26-102.6 of the Code of Ordinances.

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ARTICLE XVI
SEVERABILITY

16.1 If any provision or item of this Agreement or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this agreement which can be given effect without the invalid provisions, items or applications, and to this end the provisions of this Agreement are hereby declared severable.

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THUS DONE AND SIGNED in duplicate originals this _____ day of _____,
before the undersigned competent witnesses.

WITNESSES:

By: _____

Title: _____

NOTARY PUBLIC
Notary No. _____

THUS DONE AND SIGNED in duplicate originals on this _____ day of November, 2007,
before the undersigned competent witnesses.

WITNESSES:

THE CITY OF ALEXANDRIA

By: __

MAYOR JEFFREY W. HALL

NOTARY PUBLIC
Notary No. _____