

ORDINANCE NO. 4297

AN ORDINANCE APPROVING AND RATIFYING THE ATTACHED COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF BOSSIER CITY AND THE BOSSIER PARISH POLICE JURY, AND AUTHORIZING WILLIAM ALTIMUS, BOSSIER PARISH ADMINISTATOR, TO EXECUTE ANY AND ALL DOCUMENTS IN CONJUNCTION THEREWITH.

**WHEREAS**, the City and the Parish have a practice of working cooperatively on matters benefiting both political subdivisions; and

**WHEREAS**, the City and the Parish recognize the critical importance of Barksdale Air Force Base (sometimes referred to as the “Base” or “Barksdale”) to northwest Louisiana and that the jobs created directly and indirectly by the existence of the Base and all military operations in the Bossier area are critical to the ongoing economic stability of the Bossier area; and

**WHEREAS**, the City and the Parish agree that evolving missions of Barksdale in areas such as cyber and nuclear warfare as well as emerging influences of other military and governmental agencies in the Bossier area create unprecedented opportunities for both political subdivisions and their citizens and will assist the parties in the creation of economic growth, new businesses, new jobs, and the retention of existing businesses and jobs in the Bossier area; and

**WHEREAS**, the City and the Parish believe the creation, development, operation, and maintenance of a research park and related infrastructure improvements specifically designed to assist the Base and its various missions and to attract and assist public and private enterprises related to Base, military, and governmental missions (the “Project”) will provide strong economic and educational opportunities to the parties and their citizens and will assist the parties in fulfilling their obligations to their citizens; and

**WHEREAS**, the City and the Parish agree that construction of a building of significant size providing heightened and unique levels of survivability, redundancy, and hardness designed for use by public and private tenants which, due to sophisticated technology and intensive security needs, require and value such commercial lease space as an important component of the Project; and

**WHEREAS**, the federal government periodically conducts base realignment studies for the purpose of determining which military bases should remain open and which should be closed and that one of the critical issues in these studies is local support for the military base and the condition of related infrastructure; and

**WHEREAS**, the Project will provide upgraded access and modern facilities to support

the Base's various missions, further evidencing the Base's strong local support; and

**WHEREAS**, this Project will assist the City and the Parish in maintaining the ongoing viability of Barksdale Air Force Base for many years to come; and

**WHEREAS**, the City and the Parish desire to work together in the investment, planning, property acquisition, development, construction, operation, and maintenance of the Project; and

**WHEREAS**, the City and the Parish agree that development of the Project shall assist the parties in meeting their goals of enhancing economic growth, job opportunities, educational opportunities, tax revenues and the social fabric of the Bossier area; and

**WHEREAS**, the City and the Parish have been working cooperatively since February 1, 2007, with regard to the investment, property acquisition, planning, development, and construction of the Project and have worked closely on the Project, sharing responsibilities, decision-making, and expenses.

**NOW, THEREFORE, BE IT ORDAINED** by the Bossier Parish Police Jury, in regular session convened, that the attached Cooperative Endeavor Agreement is hereby approved and ratified;

**BE IT FURTHER ORDAINED**, that William Altimus, Administrator, is hereby authorized to execute the attached agreement and any and all documents in conjunction therewith.

The ordinance was offered by Mr. Plummer, seconded by Mr. Butler. It was duly adopted on this 5<sup>th</sup> day of August, 2009, with the following vote recorded:

AYES: Mr. Altimus, Mr. Avery, Ms. Bennett, Mr. Benton, Mr. Butler, Mr. Cochran. Mr. Cummings,

Mr. Darby, Mr. Hammack, Mr. Johnston, Mr. Meachum, Mr. Plummer.

NAYS: NONE

ABSENT: NONE

ABSTAIN: NONE

CINDY A. DODSON  
PARISH SECRETARY

GLENN BENTON, PRESIDENT  
BOSSIER PARISH POLICE JURY

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN  
THE CITY OF BOSSIER CITY and THE BOSSIER PARISH POLICE JURY**

Be It Known, that this Agreement has been entered into and is effective as of the 1<sup>st</sup> day of February, 2007, by and between the City of Bossier City, 620 Benton Road, P.O. Box 5337, Bossier City, LA 71171-5337 (hereinafter sometimes referred to as the “City”), and Bossier Parish through the Bossier Parish Police Jury, 204 Burt Blvd., P.O. Box 70, Benton, LA 71006 (hereinafter sometimes referred to as the “Parish”) which have entered into this Cooperative Endeavor Agreement (sometimes herein called “agreement” or “contract”) under the following terms and conditions.

WHEREAS, the City and the Parish have a practice of working cooperatively on matters benefiting both political subdivisions;

WHEREAS, the City and the Parish recognize the critical importance of Barksdale Air Force Base (sometimes referred to as the “Base” or “Barksdale”) to northwest Louisiana and that the jobs created directly and indirectly by the existence of the Base and all military operations in the Bossier area are critical to the ongoing economic stability of the Bossier area;

WHEREAS, the City and the Parish agree that evolving missions of Barksdale in areas such as cyber and nuclear warfare as well as emerging influences of other military and governmental agencies in the Bossier area create unprecedented opportunities for both political subdivisions and their citizens and will assist the parties in the creation of economic growth, new businesses, new jobs, and the retention of existing businesses and jobs in the Bossier area;

WHEREAS, the City and the Parish believe the creation, development, operation, and maintenance of a research park and related infrastructure improvements specifically designed to assist the Base and its various missions and to attract and assist public and private enterprises related to Base, military, and governmental missions (the “Project”) will provide strong economic and educational opportunities to the parties and their citizens and will assist the parties in fulfilling their obligations to their citizens;

WHEREAS, the City and the Parish agree that construction of a building of significant size providing heightened and unique levels of survivability, redundancy, and hardness designed for use by public and private tenants which, due to sophisticated technology and intensive security needs, require and value such commercial lease space is an important component of the Project;

WHEREAS, the federal government periodically conducts base realignment studies for

the purpose of determining which military bases should remain open and which should be closed and that one of the critical issues in these studies is local support for the military base and the condition of related infrastructure;

WHEREAS, the Project will provide upgraded access and modern facilities to support the Base's various missions, further evidencing the Base's strong local support;

WHEREAS, this Project will assist the City and the Parish in maintaining the ongoing viability of Barksdale Air Force Base for many years to come;

WHEREAS, the City and the Parish desire to work together in the investment, planning, property acquisition, development, construction, operation, and maintenance of the Project;

WHEREAS, the City and the Parish agree that development of the Project shall assist the parties in meeting their goals of enhancing economic growth, job opportunities, educational opportunities, tax revenues, and the social fabric of the Bossier area;

WHEREAS, the City and the Parish have been working cooperatively since February 1, 2007, with regard to the investment, property acquisition, planning, development, and construction of the Project and have worked closely on the Project, sharing responsibilities, decision-making, and expenses.

NOW, THEREFORE, considering the premises, it is hereby agreed by the City and the Parish that:

## **I. PURPOSE**

The purpose of this Agreement is to set forth the terms of the cooperative relationship between the Parties as they administer the Project.

## **II. SCOPE**

The **Goal** of the Project is to maintain and enhance the ongoing viability of Barksdale Air Force Base as a major component of the economic viability of northwest Louisiana; to enhance the Base's ability to obtain new missions; to establish a Cyber Innovation Center ("CIC") in association with public and private entities; to develop a research park designed to take advantage of any economic development opportunity which does not detract from the Base; and to provide infrastructure improvements which enhance the utility of the research park and the Base.

The **Objectives** of the project are:

1. Highway 511 improvements: property acquisition, planning, design, development,

construction, operation and maintenance of said improvements to relieve traffic congestion and assist ingress and egress to Barksdale Air Force Base and facilitate the flow of traffic north and south along the Arthur Ray Teague Parkway;

2. I-220 Interchange: property acquisition, planning, design, development, and construction of improvements to provide easy ingress and egress from Interstate 220 to Barksdale Air Force Base and to facilitate access from Barksdale Air Force Base to the Cyber Innovation Center and related research park;

3. Cyber Innovation Center and research park: property acquisition, planning, design, development, construction, operation, and maintenance of a building of advanced construction and research park for use by public and private enterprises related to Base, military, and governmental missions;

4. Property acquisition, planning, design, development, construction, operation and maintenance of such other specific projects which the parties agree will further the Goal established in Section II of this Agreement.

### **III. ALLOWABLE COSTS**

The City and the Parish hereby authorizes each other to incur Allowable Costs as hereafter defined in connection with the Project. Approval of any cost or expense by one entity shall constitute approval by both entities, establishing liabilities for each entity in the proportion set forth in Section IX.

Allowable Costs shall include any and all costs incurred by the City or the Parish for acquisition, planning, design, development, construction, operation, and maintenance of the Project including but not limited to land acquisition, professional fees, employee salaries and benefits, surveys, project inspection, testing, laboratory consultants, permits, insurance, equipment design, purchase and installation, audit expenses and any other costs incurred by the City and the Parish essential to the Project or mutually agreed upon by the Parties.

**The total Allowable Costs incurred for the Project pursuant to this Agreement shall not exceed \$50,000,000.00.**

#### **IV. USE OF FUNDS**

Only Allowable Costs incurred or expended by the parties shall be considered costs made subject to this Agreement. The City and the Parish agree that each party shall be solely responsible for the payment of all costs incurred by such party which are not considered to be Allowable Costs.

#### **V. PUBLIC BID LAWS**

The City and the Parish shall obtain services, labor, and materials required for the Project in accordance with the public bid laws of Louisiana. The City and the Parish shall keep procurement files which shall contain the information and data regarding the process as well as the result of procuring these services, labor and materials.

#### **VI. REPORTING AND MONITORING**

The City and the Parish shall each comply with all requests by the other party for reporting on the status of the Project and shall permit the inspection and/or audit of all books, records and activities relative to the Project by each party's authorized representative. In addition, each party shall provide the other an annual report ("Cost Report") detailing each party's respective expenditures on the Project. The Cost Report shall include a description of the party's activities and performance pursuant to and in fulfillment of the provisions, goals, and objectives of this Agreement and shall include adequate supporting documentation, including copies of invoices, checks and other appropriate records reflecting reimbursable expenses incurred.

During the term of this Agreement, representatives of the City and the Parish shall discuss with each other the progress and results of the Project, ongoing plans for the continuation of the Project, and any other matters relating to the Project.

#### **VII. COORDINATION**

The City and the Parish represent and warrant to each other that no resolution, by-law, or provision in the charter of the City or the Parish is in effect, nor has there been any other action taken by the City or the Parish, which would prevent the completion of and/or utilization of the Project and property upon which it is to be located for and in accordance with the intended use of the Project.

## **VIII. CONSTRUCTION OF PROJECT**

The City and the Parish shall cooperate to select design professionals in accordance with the provisions of applicable law. The City and the Parish shall execute contracts with the selected design professionals for any necessary design services, which may include the preparation of complete plans, specifications and estimates, including but not limited to surveys, environmental processing, preliminary and final plans, assistance in preparation of the construction proposal and advertisements for the Project and for construction contract management and for construction inspection.

Construction contracts and any other contract, purchase order, certificate or permit necessary to construction, performance and completions of the Project, will be prepared and approved by The City and the Parish.

Any change order for the Project shall be subject to the approval of the City and the Parish.

## **IX. REIMBURSEMENT OF FUNDS**

The City shall bear two-thirds (2/3) of all Allowable Costs of the Project, an amount which shall not exceed \$33,333,334.00. The Parish shall bear one-third (1/3) of all Allowable Costs of the Project an amount which shall not exceed \$16,666,666.00. The City's and the Parish's submission of each annual Cost Report shall constitute a certification that such expenses have been incurred solely in conjunction with the Project, is an Allowable Cost, and the reporting party is entitled to be reimbursed for any amounts which exceed that party's proportionate share set forth above. Prior to submission for reimbursement, the City and the Parish must review and approve each such invoice. All original documentation supporting the Cost Report shall be maintained by the City and the Parish, and shall be subject to review and audit.

Each party may require the other to submit full written documentation and justification of any cost which the reporting entity maintains is an Allowable Cost.

## **X. OWNERSHIP OF PROPERTY**

The City and the Parish shall have joint ownership of all property movable, immovable, corporeal, or incorporeal acquired as a part of the Project in the following proportion:

Bossier City: 2/3

Bossier Parish: 1/3

## **XI. ASSIGNMENT OF INTEREST**

Neither party may assign any interest in this Agreement or the Project and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the other party.

## **XII. TERM**

This contract began on February 1, 2007, and shall terminate on January 31, 2027, unless extended in writing by the parties.

## **XIII. TERMINATION**

Either party may terminate this Agreement for cause based upon the failure of the other party to comply with the terms and/or conditions of this Agreement. If within thirty (30) days after receipt of such notice, the non-compliant party shall not have either corrected such failure or, in a case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the other party may, at its option, place said non-compliance party in default and this agreement shall terminate on the date specified in such notice. Each party reserves all rights available to it under Louisiana.

## **XIV. HOLD HARMLESS AND INDEMNITY**

Each party agrees to protect, defend, indemnify, save and hold harmless the other party, its officers, agents, servants 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 the damage, loss or destruction of any property that may occur, or in any way grow out of any act or omission of the City or the Parish, its agents, servants, and employees in connection with this Project or any and all costs, expenses and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of the other party, its agents, representatives, and/or employees.

## **XV. AMENDMENT OF AGREEMENT**

The parties hereto agree that, in order to be effective, any amendment hereto shall be in writing and signed by both parties.

**XVI. NOTICES**

All notices and documentation with respect to this Agreement shall be deemed received the day after such are sent, when sent either by overnight courier, or by first-class mail, postage prepaid and simultaneous facsimile transmission, to the parties at the addresses given below:

If to Bossier City:  
Mayor Lorenz Walker,  
or his successor in office  
620 Benton Road  
P.O. Box 5337  
Bossier City, LA 71171-5337  
Phone: 318.741.8500

If to Bossier Parish Police Jury:  
William Altimus, Parish Administrator,  
or his successor in office  
204 Burt Blvd.  
P.O. Box 70  
Benton, LA 71006

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers hereunto duly authorized as of the day and year written below.

THUS DONE AND SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2009 at Bossier City, Louisiana.

WITNESSES:

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Witness

CITY OF BOSSIER CITY

By: \_\_\_\_\_  
Lorenz "Lo" Walker, Mayor

THUS DONE AND SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2009 at Bossier City, Louisiana.

WITNESSES:

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Witness

BOSSIER PARISH POLICE JURY

By: \_\_\_\_\_  
William Altimus, Parish Administrator