

## **COOPERATIVE ENDEAVOR AGREEMENT**

This Agreement is entered into by and between the **CITY OF HAMMOND**, represented through its authorized representative (hereinafter referred to as “CITY”) and **TANGIPAHOA AFRICAN-AMERICAN HERITAGE MUSEUM AND VETERANS ARCHIVES**, a Louisiana non-profit corporation represented through its authorized representative (hereinafter referred to as “MUSEUM”), who declared as follows:

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 or political corporations 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.”;

The CITY and MUSEUM desire to enter into this agreement for the purpose of providing cultural, artistic and historical enhancement and education, and enjoyment to citizens of the CITY; to promote the CITY as a cultural and educational community; to promote tourism to the CITY; and to provide benefit to the economy and increased sales tax revenue to the CITY;

Now, therefore, in consideration of the mutual covenants herein contained, the public purpose; and the public benefit as herein stated, the parties hereto agree as follows:

### **SCOPE OF AGREEMENT**

This Agreement shall be effective upon the final adoption of an ordinance by the City Council of Hammond providing for the funding of the amounts agreed to be contributed by the CITY. The CITY is under no obligation to provide funding beyond the 2014-15 fiscal year, but may do so if agreed to by both parties in writing.

The MUSEUM shall have responsibility for the construction of and operations of an African-American Heritage Museum, including a memorial to Vietnam War Veterans at 1600 Phoenix Square, Hammond, Louisiana (the “Museum”). The Museum will be responsible for its own promotion as an

attraction of history, heritage and culture for tourists, school groups, military reunions, family reunions and the local community.

The CITY agrees to provide funding of \$25,000.00 toward the Museum subject to the following:

1. All funds provided by the CITY shall be used for the operating costs of the Project;
2. All funds are to be disbursed by the CITY only after a review of the invoices to the Project and an approval of said invoices by the mayor or his or her designee. The Museum shall maintain all records relating to the Project.
3. The CITY will make payments directly to the Museum after approval for payment.

The CITY will have no obligation for funding of any obligations of the Project and shall be held harmless for any and all commitments made by or for the project.

#### **NON ASSIGNABILITY**

MUSEUM shall not assign any interest in this Agreement without the prior written consent of the CITY.

#### **AUDITING**

The CITY shall be allowed to audit all aspects of the construction and operation of the Project and expenditures of the Project. MUSEUM shall maintain accurate books and records of the operations of the Project for at least three (3) years and shall deliver such records to the CITY upon request. Museum agrees that it will conduct an independent audit of its operations and provide a copy of said audit to the CITY.

#### **FISCAL FUNDING**

This Agreement is contingent upon the availability of funds by the CITY. If such funds are not available, or in the case of a natural disaster or public emergency which prevents the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement, the Agreement may be modified or terminated upon notice to MUSEUM by the CITY.

### **INDEMNIFICATION; INSURANCE**

MUSEUM shall indemnify and save harmless the CITY, the CITY's employees, agents and officers from and against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the CITY, the CITY's employees, agents and officers growing out of, resulting from, or by reason of any act or omission relating to the Project or in connection with the discharge or performance of the terms of this Agreement by MUSEUM. Such indemnification shall include the CITY's fees and costs of litigation, including, but not limited to, reasonable attorney's fees. MUSEUM shall provide and bear the expense of and insurance policy covering this indemnity provision as recited above and arising under this agreement.

### **DISCRIMINATION CLAUSE**

MUSEUM agrees not to discriminate in its selection practices, and will operate and construct the Project under this agreement without regard to sex, race, color, religion, or national origin.

### **ENTIRE AGREEMENT; MODIFICATION**

This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supercedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by authorized representatives of both parties.

### **CONTROLLING LAW**

The validity, interpretation and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

**LEGAL COMPLIANCE**

MUSEUM shall comply with all federal, state, and local laws and regulations with respect to the operation and construction of the Project.

**REMEDIES OF DEFAULT**

In the event of default by MUSEUM, the CITY may terminate this agreement immediately, without prior notice of default.

This Agreement shall be binding on the successors and permitted assigns of the parties hereto.

THUS DONE AND SIGNED at Hammond, Louisiana, on the dates set forth below.

WITNESSES:

CITY OF HAMMOND

\_\_\_\_\_

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

\_\_\_\_\_

Date: \_\_\_\_\_, 2015

WITNESSES:

TANGIPAHOOAFRICAN-AMERICAN  
HERITAGE MUSEUM AND VETERANS  
ARCHIVES

\_\_\_\_\_

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

\_\_\_\_\_

Date: \_\_\_\_\_, 2015