**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN**
**CITY OF HAMMOND**
**AND**
**TANGIPAHOA AFRICAN-AMERICAN HERITAGE MUSEUM**
**AND VETERANS ARCHIVES**

**THIS COOPERATIVE ENDEAVOR AGREEMENT** (the "Agreement"), is made and entered into this ___ day of _____, 2017, by and between:

**CITY OF HAMMOND** (hereinafter referred to as "City"), represented herein by its duly authorized Mayor, Pete Panepinto, and

**TANGIPAHOA AFRICAN-AMERICAN HERITAGE MUSEUM AND VETERANS ARCHIVES** (hereinafter referred to as "TAAHM"), represented herein by its Executive Director, Delmas Dunn,

who agree as follows:

**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";

**WHEREAS,** the City has all powers not denied by any charter or general law or inconsistent with the constitution, including but not limited to the authority to exercise general police power, as well as to pass ordinances to promote, protect, and preserve the general welfare, safety, health, peace, and good order of the City;

**WHEREAS**, TAAHM was incorporated in 2005 as a not-for-profit corporation under the laws of Louisiana, to provide cultural and artistic enhancement, education, and enjoyment to the residents 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, by and through the operation of a cultural museum and veterans archives in the City;

**WHEREAS**, TAAHM also accepts funds from other sources and uses those funds to provide education and enjoyment, to enhance the quality of life of the residents of Hammond, and to promote economic development;

**WHEREAS**, the City desires to cooperate with TAAHM in the operation of a cultural museum and veterans archive, which is promoted by TAAHM as an attraction of education and culture for children, tourists, school groups, and the local community; and to provide funds to TAAHM in connection with its Services, which are hereinafter provided;

**WHEREAS**, the public purpose of this endeavor is to improve the quality of life, increase educational opportunities for children and families, and to promote economic development (the "Services");

**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;

**WHEREAS**, the transfer or expenditure of public funds or property is not a gratuitous donation; and

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

## I. SCOPE OF SERVICES

TAAHM will accept funds from the City and expend those funds to provide a cultural museum and veterans archive within the city limits that has a comprehensive collection of African-American murals, artifacts, photographs and artwork designed to enhance intellectual, artistic, and cultural development and to inspire lifelong learning. The museum provides exhibits that tell the story of African Americans in family life, Civil Rights movement, arts and entertainment, inventions, sports, medicine, architecture, politics, religion, law, and technology. The museum will promote itself as an attraction of education and culture for children, tourists, school groups, and the local community. TAAHM will market the museum to attract a diverse patronage and user clientele including citizens and residents of the City, visitors, and tourists from a broad geographic region in order to benefit the City community. TAAHM will operate the museum as is reasonable and customary for a cultural museum with admission fees, memberships available to the general public, and fundraising events and efforts.

## II. OBLIGATIONS OF THE CITY

The City agrees and obligates itself to pay to TAAHM $25,000 in the fiscal year 2017-2018. All funds will be dispersed through requests from the TAAHM Executive Director or authorized officer certifying that the requested expenditure has been incurred and is reasonable and necessary for the museum operation. All requests shall include invoices documenting expenditures. No additional costs or expenses incurred by the TAAHM in performance of this Agreement shall be reimbursed or paid by the City unless agreed upon in writing by the parties. The City also agrees to provide grant writing and other technical assistance to help TAAHM become self-sufficient.

## III. OBLIGATIONS OF TAAHM

TAAHM agrees and obligates itself to the Scope of Services as described in Section I and to provide semi-annual updates of its obligations under this Agreement, as well as its program goals, services, outreach/marketing efforts, fundraising efforts, and overall budget. TAAHM shall have completed an independent financial audit of its books at the end of its fiscal year, in accordance with Louisiana Revised Statutes 24:513, and shall present to the City a copy of said audit. The City shall be allowed to audit all aspects of the operations of TAAHM including expenditures and income. TAAHM shall maintain accurate books and records of the operations for at least three (3) years and shall deliver such records to the City upon request.

## IV. TERMINATION FOR CAUSE

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 the Agreement; provided that the party shall give other written notice specifying the other party's failure. If within thirty (30) days after receipt of such notice, the party has not either corrected such failure or, in the 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 terminating party may, at its option, place the

other party in default and the Agreement shall terminate on the date specified in such notice. The terminating party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the other party to comply with the terms and conditions of this Agreement; provided that the terminating party shall give the other party written notice specifying its failure and a reasonable opportunity for the party to cure the defect.

## V. ASSIGNMENT

TAAHM 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.

## VI. AUDIT CLAUSE

It is hereby agreed that TAAHM will follow the provisions, as applicable, in the Louisiana Audit Law (Louisiana Revised Statutes 24:513). The Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data, records, and accounts of TAAHM which relate to this Agreement, upon request. TAAHM shall maintain all books and records pertaining to this Agreement for a period of three years after the date of final payment under the prime contract and any subcontract entered into under this Agreement or three years from the date of termination of the prime contact and any subcontract entered into under this Agreement, whichever is later.

## VII. AMENDMENTS IN WRITING

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

## VIII. TERM OF AGREEMENT

The term of this Agreement shall be from July 1, 2017 to June 30, 2018, unless sooner terminated as provided in Section IV.

## IX. DISCRIMINATION CLAUSE

TAAHM agrees to abide by the requirements of the following as applicable:

Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and TAAHM agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

TAAHM agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by TAAHM, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

## X. PARTIAL INVALIDITY; SEVERABILITY

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

## XI. NOTICES

All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

If to the City:

Pete Panepinto, Mayor
City of Hammond
P.O. Box 2788
Hammond, LA 70404

If to TAAHM:

Delmas Dunn
Tangipahoa African American Heritage
Museum and Veterans Archive
1600 Phoenix Square
Hammond, LA 70403

## XII. 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.

## XIII. LEGAL COMPLIANCE

The City shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement.

## XIV. RELATIONSHIP BETWEEN THE PARTIES; EXCLUSION OF BENEFITS

The relationship between TAAHM and the City shall be, and only be, that of an independent contractor, and TAAHM shall not be construed to be an employee, agent, partner of, or in joint venture with, the City.

## XV. FORCE MAJEURE

Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

## XVI. ENTIRE AGREEMENT; MODIFICATION

This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes 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 both parties.

THUS DONE AND SIGNED AT _____, Louisiana, on the _____ day, of_____, 2017.

WITNESSES:

_____
Name: _____

_____
Name: _____

CITY OF HAMMOND

BY:_____
Pete Panepinto, Mayor

WITNESSES:

_____
Name: _____

_____
Name: _____

TANGIPAHOA AFRICAN AMERICAN HERITAGE MUSEUM AND VETERANS ARCHIVE

BY:_____
Delmas Dunn, Executive Director