

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
CITY OF HAMMOND
AND
TANGIPAHOA VOLUNTARY COUNCIL ON AGING, INC.**

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “Agreement”), is made and entered into, by and between:

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

TANGIPAHOA VOLUNTARY COUNCIL ON AGING, INC. (hereinafter referred to as “Grantee”), represented herein by its Executive Director, Debi Fleming, 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, the mission of Grantee is to maintain the nutritional, physical, and emotional well-being of the residents of Tangipahoa Parish and the City of Hammond who are age sixty (60) and older by providing directly or coordinating services and resources of federal, State, and local agencies;

WHEREAS, Grantee operates a fleet of buses as a service of Grantee in order to provide safe, courteous, clean, reliable, and effective public transportation to the residents of Tangipahoa Parish and is willing to provide and operate a bus for the Hammond City Bus System;

WHEREAS, the City desires to provide safe, courteous, clean, reliable, and effective public transportation to the residents of Hammond; to enhance the quality of life for these residents; to offer convenience to these residents for their educational, employment, medical, and personal needs; and to provide benefit to the economy and potential economic development of Hammond;

WHEREAS, the public purpose of this endeavor is to provide such transportation services and program services (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

Grantee agrees to provide and operate a bus for the Hammond City Bus System in locations mutually agreeable to the parties and in a safe, courteous, clean, reliable, and effective manner; and to provide program services and to coordinate federal, State, and local resources that maintain the nutritional, physical, and emotional well-being of the citizens and residents of Hammond who are age sixty (60) and older in order to benefit the Hammond community.

The relationship between the City and Grantee shall be, and only be, that of an independent contractor and the City shall not be construed to be an employee, agent, partner of, or in joint venture with, Grantee and, as such, expressly agree that the City shall not be liable to Grantee or to anyone employed by Grantee for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana.

II. OBLIGATIONS OF THE CITY

The City agrees and obligates itself to pay to Grantee \$60,000 in the Fiscal Year 2026–2027. No additional costs or expenses incurred by Grantee in performance of this Agreement shall be reimbursed or paid by the City unless agreed upon in writing by the parties. The financial disbursement under any future cooperative endeavor agreement(s) may decrease or desist altogether.

Grantee may be required to submit an invoice for the Services performed under this Agreement within ten (10) days following the end of each calendar month, including a detailed list of services performed. The City shall remit payment for such services within thirty (30) days following receipt of such detailed list of services and acceptance of the work product.

No additional costs or expenses incurred by Grantee in the performance of this Agreement shall be reimbursed or paid by the City unless agreed upon in writing by the parties.

Grantee agrees that the responsibility for payment of taxes from the funds thus received under this Agreement shall be Grantee's obligation.

III. OBLIGATIONS OF GRANTEE

Grantee 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. Grantee 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 Grantee including expenditures and income. Grantee 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.

Grantee 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.

Grantee shall indemnify and save harmless the City against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against Grantee growing out of, resulting from, or by reason of any act or omission of Grantee,

its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of services under this Agreement. Such indemnification shall include Agency's fees and costs of litigation, including, but not limited to, reasonable attorney's fees. Grantee shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

IV. 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 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.

If Grantee defaults on this Agreement, breaches the terms of this Agreement, ceases to do business, or ceases to do business in Louisiana, it shall be required to repay the City for the unamortized portion of the amounts paid by the City under this Agreement.

The City may terminate the Agreement at any time by giving thirty (30) days written notice to Grantee. Grantee shall be entitled to payment for services up to the date of termination to the extent services have been performed satisfactorily.

V. ASSIGNMENT

Grantee 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. Additionally, Grantee shall not subcontract the operation of the Hammond City Bus System to any party without the prior written consent of the City.

VI. RECORDS AND AUDIT

The City shall have the right to require Grantee to furnish copies of any and all books and records, documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice. Grantee shall maintain all books and records pertaining to this Agreement for a period of three (3) years from the date of termination of this Agreement.

Grantee 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, or any auditor engaged by the City shall have the right to inspect and audit all data, records, and accounts of Grantee which relate to this Agreement, upon request.

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, 2026 to June 30, 2027, unless sooner terminated as provided in Section IV.

IX. DISCRIMINATION CLAUSE

Grantee 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 the Americans with Disabilities Act of 1990.

Grantee 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 Grantee, 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
PO Box 2788
Hammond LA 70404

If to Tangipahoa Voluntary Council on Aging:

Debi Fleming, Executive Director
Tangipahoa Voluntary Council on Aging
106 N Bay St
Amite LA 70422

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. Grantee shall provide and operate a bus for the Hammond City Bus System, maintain appropriate liability and casualty insurance, and agree to indemnify the City and all of its agents, servants, officers, and employees from and against any and all claims, demands, suits, causes of action, costs and expenses on account of or in any way arising out of this Agreement or the negligence, fault, or acts of omission or commission of Grantee, its agents, employees, servants, trainees, and others with respect to the operation of the Hammond City Bus System, said indemnification to include the furnishing of counsel for defense of any and all claims which may be brought as a result of the operation of the Hammond City Bus System.

XIV. RELATIONSHIP BETWEEN THE PARTIES; EXCLUSION OF BENEFITS

The relationship between Grantee and the City shall be, and only be, that of an independent contractor, and Grantee 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. EMPLOYMENT OF CITY PERSONNEL

Grantee certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, employed by the City or a person prohibited against employment by the Louisiana Code of Governmental Ethics.

XVII. COVENANT AGAINST CONTINGENT FEES

Grantee warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for Grantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for Grantee any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Grantee shall have the right to annul this Agreement without liability or, in the City's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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 Hammond, Louisiana, on the _____ day of _____, 2026.

WITNESSES:

CITY OF HAMMOND

Name: _____ BY: _____
Pete Panepinto, Mayor

Name: _____

WITNESSES:

TANGIPAHOA VOLUNTARY COUNCIL ON
AGING, INC.

Name: _____ BY: _____
Debi Fleming, Executive Director

Name: _____