

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE TANGIPAHOA PARISH GOVERNMENT
AND
THE CITY OF HAMMOND

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF TANGIPAHOA

This Memorandum of Understanding (MOU) is made and entered into this _____ day of _____, 2014 by and between the TANGIPAHOA PARISH GOVERNMENT (Parish), a political subdivision of the State of Louisiana, domiciled in Tangipahoa Parish, Louisiana, herein represented by the Tangipahoa Parish President, Gordon A. Burgess, and the CITY OF HAMMOND (City), a political subdivision of the State of Louisiana, domiciled in Tangipahoa Parish, Louisiana, herein represented by its Mayor, Mayson H. Foster.

The Tangipahoa Parish Government and the City of Hammond 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 of Louisiana and its political subdivisions or political corporations may engage in MOUs, or co-operative endeavors with each other, with the United States of America or its agencies or with any public or private association, corporation or individual;

WHEREAS, the Tangipahoa Parish Government and the City of Hammond desire to cooperate in the manner as hereinafter provided;

WHEREAS, both the Tangipahoa Parish Government and the City of Hammond have a duty and obligation to the citizens of Tangipahoa Parish, Louisiana;
and

WHEREAS, the La. Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) has approved grant funds to provide to Tangipahoa Parish Government for use in hardening and retrofitting designated buildings to protect such public buildings from storms and hurricane winds; and

WHEREAS, the Hammond Street-Public Works Building at 18104 Highway 190E in Hammond has been designated by the City of Hammond as a building to be hardened and retrofitted through this program and with use of GOHSEP-FEMA funds provided to Tangipahoa Parish. The use of these grant funds for this purpose has been approved at a rate of 75% of the approved costs of the project, including both design fees and construction. GOHSEP has approved this project with a total amount of \$110,092 (based on architect's estimates); with 25% of the actual project costs to be paid by the City of Hammond (an estimated amount of \$27,523 or an amount based upon actual awarded bid costs) ; and

WHEREAS, the funding of this grant is reserved for activities outlined in the Tangipahoa Parish Government's approved application as being related to the project and grant program goals of reducing storm wind damage and providing safe buildings during storm events.

WHEREAS, the actions and services required of the Parish government and the City of Hammond pursuant to this agreement will result in a public benefit to citizens of Tangipahoa Parish and the City of Hammond, Louisiana as described herein and are not disproportionate to the investment of either the Parish government or the City of Hammond; and

WHEREAS, this agreement is in the best interests of both the Tangipahoa Parish Government, and the City of Hammond.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained for the public purpose and the public benefit, the parties hereto each agree and covenant as follows:

SCOPE OF SERVICES

The Tangipahoa Parish Government agrees and hereby covenants as follows:

The Tangipahoa Parish Government, as the grant recipient for such funds, will serve as the project manager, with full communication to the City of Hammond representative for this project and will provide reimbursement to the project architect and construction contractor for up to 75% of the eligible expenses for this project, but with the express understanding that the City of Hammond shall continue to own and maintain the improvements made herein with these funds. The City of Hammond will be responsible for the approved 25% matching share of project costs by providing such funds through agreement with the Parish Government. The Parish will provide the required quarterly reports to the State and will handle the requisition of GOHSEP grant funds.

The City of Hammond agrees and hereby covenants and contracts as follows:

The City of Hammond agrees to provide access to the Hammond Street Department building project site during the time of construction for this project and will maintain the project when completed. The City of Hammond also herein and hereby acknowledges that it will review and approve the plans and specifications for the project before bids or price quotes are obtained by the Parish. The City of Hammond further agrees that it will share the responsibility for inspection or the construction project in conjunction with the project architect, and will maintain the said improvements provided by this grant for the life of this said facility or building as owned by the City. The City of Hammond further agrees to absolve the Parish government from any liability or responsibility as regards the improvements and retrofit provided for the this project but reserving all rights of recovery against the architect and contractors in the event of any sub-standard work.

The two parties herein, being the Tangipahoa Parish Government and the City of Hammond, shall each be informed by the grant procured contractor, architect, and/or project manager when the project is substantially complete and this project shall only receive final approval after a final inspection of the required work by representatives of the City of Hammond and the Parish Government.

ACKNOWLEDGMENT OF RELATIONSHIP

The parties agree and acknowledge that they are cooperating partners, each with certain duties and responsibilities, in this grant project and that each party will take all necessary and proper actions to assure the success of this project. Should either party learn of any problem or deficiency with the work being performed or the manner that the project is administered, that party shall notify the other as quickly as reasonably possible of any problems or potential problem.

PROJECT COST EXCEED GRANT FUNDS

In the event that the parties determine that the price and cost of the project will exceed the amount granted for this project, then the Parish shall give notice to the City concerning this projected cost overrun and the City of Hammond shall be given an opportunity to agree to pay or not pay these additional cost overruns. If the City of Hammond does not elect to pay any cost overrun then the project will be down-scaled to utilize the funds available, proper change orders put in place to reduce the project costs, or the subject grant or construction bids will be rejected. In no case shall the Tangipahoa Parish Government be liable or responsible for any pay for a cost overrun in excess of the project grant funds.

TERM OF AGREEMENT

This agreement shall begin on the effective date of this MOU will terminate on the date that the project has been completed and the contractor provides a clear lien certificate for the final payment of the contractor's last draw from the grant's funds.

TERMINATION CLAUSE

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 MOU provided that the aggrieved party shall give the other party written notice specifying the other party's failure. If within thirty (30) days after receipt of such notice, the offending party shall not have corrected such failure and thereafter proceeded diligently to complete such correction, then the aggrieved party may, at its option, place the other party in default and the MOU agreement shall terminate on the date specified in such notice. Either 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 aggrieved party shall give the other party written notice specifying the other party's failure and a reasonable opportunity for the other party to cure the defect.

OWNERSHIP

All records, reports, documents and other material delivered or transmitted to one party by the other party shall remain the property of the original owner and shall be returned by the other party to the original owner at the other 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 either party in connection with the performance of that party's obligation shall become the property of that party and shall, upon request, be returned by other party to the original owner at the termination or expiration of this agreement. The above and foregoing notwithstanding, each party shall be entitled to maintain its own copies of all records, reports, documents or other material related to this agreement.

NONASSIGNABILITY

Neither party to this agreement shall assign any interest or duty to any third party without the prior written consent of the other.

AUDITORS CLAUSE

It is agreed to by both parties that the Louisiana Legislative Auditor and/or GOHSEP auditors shall at all times have both the right and option of auditing this agreement or the terms thereof.

INDEMNIFICATION

The parties shall indemnify and save harmless each other against any and all claims, losses, liabilities, demands, suits, causes of action damages and/or judgments for sums of money arising out of, resulting from or by reason of any act or omission of the party, its agents, servants or employees while engaged in, about or in connection with the discharge or performance of the terms of this agreement. Such indemnification shall include reasonable attorney fees and costs of litigation, including but not limited to attorney fees. Any project grant funds improperly spent by either party and not allowed by GOHSEP, the grant agency, will be reimbursed to GOHSEP.

LITIGATION BETWEEN THE PARTIES

In the event that either party brings an action against the other to enforce a right or obligation of this agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs.

SEVERABILITY

If any term, covenant, condition or provision of this agreement or the application thereof to any person or circumstance shall at any time or to any extent be invalid or unenforceable, the persons or circumstances other than those as to which it is held invalid or unenforceable, shall be unaffected thereby and each such term, covenant, condition and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

ENTIRE AGREEMENT/MODIFICATION

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 herein. 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.

DISCRIMINATION CLAUSE

The parties agree not to discriminate in their employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities.

CONTROLLING LAW

The valid interpretation and performance of this agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

LEGAL COMPLIANCE

The parties shall each comply with all federal, state and local laws and regulations, including specifically the Louisiana Code of Governmental Ethics in carrying out the provisions of this agreement.

REMEDIES FOR DEFAULT

In addition to any remedy provided for herein, in the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana.

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 shall be deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

Tangipahoa Parish Council-President Government
Attn: Mrs. Melissa R. Cowart, CPA
Post Office Box 215
Amite, Louisiana 70422

City of Hammond
Attn: Mr. Mayson H. Foster
P.O. Box 2788
Hammond, LA 70404

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate original on the date as first written above at Amite, Tangipahoa Parish, Louisiana.

WITNESSES:

(Print Name)

(Print Name)

TANGIPAHOA PARISH GOVERNMENT

Gordon A. Burgess
Tangipahoa Parish President

CITY OF HAMMOND

Mayson H. Foster, Mayor