

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
CITY OF HAMMOND
AND
CRIME STOPPERS OF TANGIPAHOA, INC.**

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “Agreement”), is made and entered into this ___ day of _____, 2014, by and between:

CITY OF HAMMOND, represented herein by its duly authorized and empowered Mayor, Mayson H. Foster, by the authority given in Ordinance No. _____ (“Municipality”), and

CRIME STOPPERS OF TANGIPAHOA, INC., represented herein by its CEO/Executive Director, Jodie W. Rohner (hereinafter referred to as “Crime Stoppers”),

who declare and 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 Municipality 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 Municipality;

WHEREAS, Crime Stoppers was incorporated in 1983 as a not-for-profit corporation under the laws of Louisiana, including for the purposes of accepting funds raised by statutory assessments in criminal cases or traffic offenses and expending those funds to pay rewards to individuals who provide information on criminal activity, for operating a hotline used for receiving that information, and for other purposes directly related to obtaining information on criminal activities;

WHEREAS, Crime Stoppers also accepts funds from municipalities and other sources and uses those funds for expenses related to operating a hotline used for receiving information related to criminal activity, providing various crime prevention programs and services; administering and operating Crime Stoppers and its programs, and for other purposes directly related to obtaining information on criminal activities;

WHEREAS, as part of law enforcement efforts, the Municipality desires to cooperate with Crime Stoppers in the operation of the Municipality’s law enforcement programs and provide funds to Crime Stoppers in connection with its Services, which are hereinafter provided;

WHEREAS, the public purpose of this endeavor is to assist with law enforcement efforts in the city of Hammond (the “Services”);

WHEREAS, the Municipality 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

Crime Stoppers will accept funds from the Municipality and expend those funds to operate a hotline used for receiving information related to criminal activity, provide various crime prevention programs and services, administer and operate Crime Stoppers and its programs; and for other purposes directly related to obtaining information about criminal activities, and, when appropriate, it will forward to the Municipality's law enforcement agency information concerning criminal activity it receives from any source.

II. OBLIGATIONS OF THE MUNICIPALITY

The Municipality agrees and obligates itself to pay to Crime Stoppers \$9,383.00 in the fiscal year 2014-15.

III. OBLIGATIONS OF CRIMESTOPPERS

Crime Stoppers agrees and obligates itself to:

- A. Expend those funds accepted from various sources, including the Municipality, to operate a hotline used for receiving information related to criminal activity, provide various crime prevention programs and services, administer and operate Crime Stoppers and its programs, and for other purposes directly related to obtaining information about criminal activities; and
- B. When appropriate, forward to the Municipality's law enforcement agency information concerning criminal activity it receives from any source.

IV. PAYMENT TERMS

In consideration of the services described above, the Municipality agrees that it shall pay the following amounts to Crime Stoppers:

\$9,383.00 on August 1, 2014

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

V. 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.

VI. ASSIGNMENT

Crime Stoppers 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 Municipality. Additionally, Crime Stoppers shall not subcontract any work to any party without the prior written consent of the Municipality.

VII. AUDIT CLAUSE

It is hereby agreed that 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 Crime Stoppers which relate to this Agreement, upon request. Crime Stoppers shall maintain all books and records pertaining to this Agreement for a period of four years after the date of final payment under the prime contract and any subcontract entered into under this Agreement or four years from the date of termination of the prime contract and any subcontract entered into under this Agreement, whichever is later.

VIII. 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.

IX. TERM OF AGREEMENT

The term of this Agreement shall commence on the date first above written and shall continue in effect for two (2) years, unless sooner terminated as provided in Paragraph V.

X. DISCRIMINATION CLAUSE

Crime Stoppers 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 Crime Stoppers agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Crime Stoppers 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 Crime Stoppers, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

XI. 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.

XII. 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 Municipality:

Mayson H. Foster, Mayor
City of Hammond
P.O. Box 2788
Hammond, LA 70404

If to Crime Stoppers:

Jodie W. Rohner
Crime Stoppers of Tangipahoa, Inc.
411 West Coleman Avenue
Hammond, Louisiana 70403

XIII. 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.

XIV. LEGAL COMPLIANCE

The Municipality 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.

XV. RELATIONSHIP BETWEEN THE PARTIES; EXCLUSION OF BENEFITS

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

XVI. 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.

XVII. 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 _____, 2014.

WITNESSES:

CITY OF HAMMOND

Name: _____

BY: _____
Mayson H. Foster, Mayor

Name: _____

WITNESSES:

CRIME STOPPERS OF TANGIPAHOA, INC.

Name: _____

BY: _____
Jodie W. Rohner, CEO/Executive Director

Name: _____