

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN  
CITY OF HAMMOND  
AND  
HAMMOND YOUTH EDUCATION ALLIANCE, INC.**

**THIS COOPERATIVE ENDEAVOR AGREEMENT** (the “Agreement”), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between:

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

**HAMMOND YOUTH EDUCATION ALLIANCE, INC.** (hereinafter referred to as “HYEA”), represented herein by Board President, Tina Roper,

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**, HYEA was incorporated in 2014 as a not-for-profit corporation under the laws of Louisiana, to create a network of community resources—including facilities, persons, curricula, and expertise—to enhance and expand opportunities for out-of-school learning within the Hammond community and to implement a coordinated and comprehensive afterschool program for the City;

**WHEREAS**, HYEA also accepts funds from other sources and uses those funds to provide and enhance educational opportunities and programs; to facilitate a sustainable linked network of afterschool and summer programs by convening community stakeholders, fostering new creative partnerships, and promoting strong public support; and to improve the quality of life of Hammond residents;

**WHEREAS**, the City desires to cooperate with HYEA in the operation and coordination of a comprehensive afterschool program; and to provide funds to HYEA in connection with its Services, which are hereinafter provided;

**WHEREAS**, the public purpose of this endeavor is to improve the quality of life and to increase educational opportunities for children (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**

HYEA will accept funds from the City and expend those funds to provide meaningful extracurricular activities in the English Language Arts, Science, Technology, Engineering, the Creative Arts, and Math that both reinforce and extend classroom learning; to operate Monday through Friday, between the hours of 3:00pm and 6:00pm, during the fall and spring academic semesters; to focus on Hammond's at-risk "latchkey kids," first through eighth grade students who lack safe, supervised, structured environments or programming after school; to create opportunities for student participation across the widest demographic possible—with a sliding fees scale that would see households with an income of 0-200% of the poverty limit eligible to apply for full student scholarships and households from 201% and above will pay based on the sliding scale as established by HYEА; and to direct the maximum amount of funding—from all sources—toward programming.

## **II. OBLIGATIONS OF THE CITY**

The City agrees and obligates itself to pay to HYEА \$50,000.00 in the fiscal year 2016. All funds will be dispersed through requests from the HYEА President or authorized officer certifying that the requested expenditure has been incurred and is reasonable and necessary for the programs operation. All requests shall include invoices documenting expenditures to include the provision for administrative costs to operate the program (such as annual audit costs or checking account charges). No additional costs or expenses incurred by the HYEА in performance of this Agreement shall be reimbursed or paid by the City unless agreed upon in writing by the parties.

## **III. OBLIGATIONS OF HYEА**

HYEA 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. HYEА shall have completed an independent financial audit of its books at the end of its fiscal year and shall present to the City a copy of said audit. The City shall be allowed to audit all aspects of the operations of HYEА including expenditures and income. HYEА 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**

HYEA 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 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 HYEА which relate to this Agreement, upon request. HYEА 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 contract 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, 2015 to June 30, 2016, unless sooner terminated as provided in Section IV.

**IX. DISCRIMINATION CLAUSE**

HYEA 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 HYEА agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

HYEA 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 HYEА, 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 HYEА:

Tina Roper, Board President  
Hammond Youth Education Alliance, Inc.  
P.O. Box 938  
Hammond, LA 70404

## **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 HYEА and the City shall be, and only be, that of an independent contractor, and HYEА 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 \_\_\_\_\_, 2015.

WITNESSES:

CITY OF HAMMOND

\_\_\_\_\_  
Name: \_\_\_\_\_

BY: \_\_\_\_\_  
Pete Panepinto, Mayor

\_\_\_\_\_  
Name: \_\_\_\_\_

WITNESSES:

HAMMOND YOUTH EDUCATION ALLIANCE

\_\_\_\_\_  
Name: \_\_\_\_\_

BY: \_\_\_\_\_  
Tina Roper, Board President

\_\_\_\_\_  
Name: \_\_\_\_\_