



Project # 2017-18-04
City of Hammond
310 E. Charles Street
Hammond, LA 70401

**2017-18 HEALTHY COMMUNITIES GRANT
COOPERATIVE ENDEAVOR AGREEMENT**

between
KEEP LOUISIANA BEAUTIFUL, INC.
and
City of Hammond

This Cooperative Endeavor Agreement is made and entered into by Keep Louisiana Beautiful, Inc. and City of Hammond (hereinafter referred to as Grantee) for the purpose described in their Healthy Communities Grant application and including any conditions, provisions or changes made and noted in the award email notice.

Keep Louisiana Beautiful, Inc., is a 501c3 nonprofit organization committed to litter prevention, waste reduction and recycling by funding programs in Louisiana communities emphasizing environmental education, litter law enforcement, and improving infrastructure.

- 1. Scope of Services.** The Grantee agrees to use the grant funds in accordance with the activities and budget as indicated in the grant application or as amended and stated in the award notice. The Grantee shall purchase only materials, supplies and equipment approved in the grant budget for the sole purposes outlined in the grant application. Grantee is required to register and participate in Keep America Beautiful's America Recycles Day event or Great American Cleanup event over the course of the grant period. Deliverable products to Keep Louisiana Beautiful, Inc. shall include complete Mid-Year and Final Monitoring Reports along with expense documentation.
- 2. Grant Amount.** Keep Louisiana Beautiful agrees to reimburse the Grantee a maximum of \$4,731.00 dollars upon receiving proper documentation of invoices, receipts and checks showing proof of expenses as outlined in the grant budget or in the award email notice.
- 3. Grant Period.** The grant period begins on the date this agreement is signed by authorizing officials from Keep Louisiana Beautiful and the Grantee. The agreement terminates on May 1, 2018.
- 4. Method of Payment.** Keep Louisiana Beautiful will reimburse the Grantee only, of the said Grant Amount when proper reports and documentation of expenses have been submitted on December 1, 2017 and/or May 1, 2018. Reimbursement checks will be made payable only to Grantee and mailed to the address listed on this Agreement. Proper

documentation of expenses includes receipts of purchase with proof of payment such as copies of paid invoices, copies of checks, and credit card statements with proof of payment. No reimbursement request will be accepted after May 1, 2018.

5. **Agreement Modification.** This Agreement may not be amended or modified, except in writing signed by both parties hereto. Budgetary or Scope of Services changes must be requested by the Grantee using the Change Request Form and approved by Keep Louisiana Beautiful prior to action.
6. **Maintenance of Records.** Grantee shall maintain appropriate records to document efforts and expenses devoted to contractual activities. Such receipts and records shall be open to investigation by Keep Louisiana Beautiful, or any duly authorized representative as requested. These records shall be retained by the Grantee for a period of three years after completion of the scope of services as herein authorized.
7. **Availability of Funds.** It is expressly understood by the parties hereto that this Agreement is based upon the receipt of funds by Keep Louisiana Beautiful, Inc. that are considered by Keep Louisiana Beautiful, Inc. to be proper and sufficient for fulfilling this agreement. If for any reason the necessary funds are not received by Keep Louisiana Beautiful, Inc., this Agreement is null and void and has no effect, all parties hereto being discharged and released from their obligations and liabilities herein.
8. **Termination of Agreement.** This Agreement may be terminated at any time on or before May 1, 2018 by either party, with a 30-day written notice of intent or on the date of notice by Keep Louisiana Beautiful when it has determined, in its sole discretion, that the Grantee has made misrepresentations or done anything inconsistent with the terms of this agreement or grant services.
9. **Governing Law.** This Cooperative Endeavor Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.
10. **Indemnification.** Grantee agrees to the fullest extent permitted by law, to protect, defend, indemnify, save and hold harmless Keep Louisiana Beautiful, Inc., its officers, board members, agents, volunteers and employees, (collectively, "indemnitees") from and against any and all claims, liabilities, losses and expenses (including attorneys' fees), causes of action, suits of every type and character, damages, losses, fines, penalties and liabilities (collectively, "Losses") arising out of or related in any way to this Agreement or the Work to the extent such Losses are attributable to (a) either Grantee's failure to comply with Grantee's obligations under this Agreement, (b) the negligence, gross negligence, or willful misconduct of Grantee, its employees, agents, or subcontractors, or (c) alleged infringement of any patents, copyrights, trademarks, or trade secrets arising from the Work. Grantee agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim, demand, or suit is groundless, false, or fraudulent. Indemnitees shall be entitled to reasonable attorneys' fees incurred in asserting or enforcing the defense and indemnity granted herein.

In signing this document, the Grantee acknowledges that they have been authorized by the Grantee organization to sign on its behalf and that they have read, understand and agree to the terms and conditions of the Cooperative Endeavor Agreement. This Agreement becomes effective upon proper signatures from Grantee and Keep Louisiana Beautiful.

CITY OF HAMMOND ON BEHALF OF KEEP HAMMOND BEAUTIFUL
Grantee Organization Name

Grantee Official's Signature

Date

PETE PANEPINTO, Mayor
Grantee Official's Printed Name and Title

Susan Russell
Susan Russell, Executive Director
Keep Louisiana Beautiful

7/21/17
Date

Return signed original by mailing to Keep Louisiana Beautiful ATTN: HCG, 807 N. Columbia St. Covington, LA 70433 by July 31, 2017.