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**COOPERATIVE ENDEAVOR AGREEMENT**

**BETWEEN**

**CITY OF HAMMOND**

**AND**

**LOUISIANA DEPARTMENT OF VETERANS AFFAIRS**

THIS COOPERATIVE AGREEMENT is made and entered into on \_\_\_\_\_ by and between City of Hammond, hereafter referred to as Parish/Municipality, a political subdivision of the State of Louisiana represented by Pete Panepinto, Mayor, and the Louisiana Department of Veterans Affairs (hereafter referred to as LDVA), a state agency within the Executive Branch of the State of Louisiana represented by its Secretary, Joey Strickland.

**ARTICLE I**

WHEREAS, Louisiana Revised Statutes, including but not limited to La R.S. 29:260-262, as amended and reenacted, specifically provide enabling legislation for LDVA to estimate and recover part of the operations cost of parish Veterans' Service Offices. Specifically, La. R.S. 29:260-262 provides that LDVA shall not contribute more than seventy-five percent (75%) for the operation and maintenance of such parish Veterans' Service Offices; that police juries and municipal governing authorities may make appropriations out of funds for the purpose of providing or assisting in providing for the maintenance and operation of Veterans' Service Offices established by LDVA; that police juries and municipal governing authorities shall provide office space for the operation of Veterans' Service Offices established by LDVA pursuant to law; and the cost of providing such office space shall not be considered as any payment or contribution required toward the expense of operation and maintenance of such Veterans' Service Office space.

**ARTICLE II**

WHEREAS, Parish/Municipality desires to support local veterans and improve their access to benefits and services by providing for both the cost to maintain and operate Veterans' Service Offices and space to house such service offices as provided by law.

**ARTICLE III**

WHEREAS, LDVA, whose physical office is located at 602 N. Fifth Street, Baton Rouge, Louisiana, 70802, and whose official mailing address is P.O. Box 94095, Capitol Station,

Baton Rouge, Louisiana, 70804-9095, received funds in Fiscal Year 2020-21 to provide such services to veterans in Parish/Municipality.

#### **ARTICLE IV**

WHEREAS both LDVA and Parish/Municipality desire to memorialize their respective fiscal, operational and maintenance obligations relative to the establishment of a Veterans' Service Office in Parish/Municipality,

NOW THEREFORE, LDVA and Parish/Municipality, each having authority to do so, agree as follows:

#### **I. OBLIGATIONS OF THE PARTIES.**

##### **A. Obligations of LDVA**

1. LDVA shall provide information to veterans residing in or near Parish/Municipality and their dependents through various outlets including but not limited to the news media, internet, reading materials, and personal consultation about benefits to which they are entitled, including medical services, compensation and pension programs, education, home loan guarantees, employment, benefits of patients in a nursing home, insurance benefits, referrals to housing and mental health providers and last interment benefits.
2. LDVA shall provide a highly trained Veterans Assistance Counselor at said service office.
3. LDVA shall make every reasonable effort to ensure that the designated Veterans' Parish Service Offices are staffed, excluding applicable holidays, training periods, inclement weather closures, etc., as follows:
  - a. Hammond: four (4) days per week on the following days, to wit: Monday through Thursday, and
  - b. Kentwood: one (1) day per week on the following day, to wit: Friday.
4. LDVA will notify Parish/Municipality of closures as soon as the determination to close the office is made.
5. LDVA shall designate a contract monitor to ensure that the parties meet their obligations described herein and identify said person, along with their mailing address, email address, and phone number to Parish/Municipality.

##### **B. Obligations of Parish/Municipality**

1. Parish/Municipality shall provide office space for the Veterans' Service Office that offers a safe location for LDVA employees and clients, space for private client interviews, secure storage of client files, and accessibility

for disabled visitors. Said spaces shall be located at the following addresses:

- a. 15481 W. Club Deluxe Road, Hammond, Louisiana 70404
  - b. 308 Avenue G., Kentwood, Louisiana 70444
2. Parish and its municipal sharing entities shall provide for all utilities, as well as 35% of phone and Internet service and other office costs, as part of its obligation to provide space for the Veterans' Service Office.
  3. Parish/Municipality shall provide funding to LDVA in the amount described herein to support the cost to operate and maintain the Veterans' Service Office.

## **II. FUNDING AND REPORTING**

### **A. Compensation and Disbursement**

1. Parish/Municipality shall contribute to the support of the Veterans' Service Office by paying LDVA a total of **\$1,962** in minimum monthly payments of **\$163**.
2. Parish/Municipality shall make payments by check or electronic means only, payable to LDVA. Prior to making the first payment, Parish/Municipality shall select its preferred method and communicate the choice to LDVA as provided in Paragraph IX of Article IV in this Agreement.

### **B. Reporting**

1. LDVA shall provide a quarterly operations report on the number of client contacts and claims processed that period.
2. LDVA shall also include within that quarterly report any additional information that might assist in communicating and demonstrating the positive impact to the community of the services provided by LDVA.

### **C. Invoicing**

1. LDVA shall submit to Parish/Municipality an invoice for the payment described herein no later than the 15<sup>th</sup> of each month.
2. Parish/Municipality shall pay LDVA the full sum of the invoiced amount no later than 30 days after receipt of this invoice.

## **III. TERM**

- A. This Cooperative Endeavor Agreement shall be in effect from July 1, 2020, to June 30, 2021.

## **IV. TERMINATION**

- A. Parish/Municipality may terminate this Agreement at any time during the term of the Agreement by giving the Contractor written notice of its intention to terminate at least thirty (30) days before the intended date of termination. The Parish/Municipality must provide the reason for termination and reason why it cannot comply with the Louisiana Revised Statutes referenced above. Upon termination by the Parish/Municipality or the failure of Parish/Municipality to meet its obligations defined herein, LDVA may close the veterans service office operated in Parish/Municipality.

**V. CONTROLLING LAW**

- A. The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

**VI. LEGAL COMPLIANCE**

- A. LDVA and Parish/Municipality shall comply with all federal, state, and local laws and regulations, including, specifically, but without limitation, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*), in carrying out the provisions of this Agreement.

**VII. PUBLIC LIABILITY/INDEMNIFICATION**

- A. Each party shall indemnify and save harmless the other party, its officers, agents, employees, contractors and assigns against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of any sums of money to any party accruing against the other party, its officers, agents, employees, contractors and assigns, growing out of, resulting from, or by reason of any act or omission of the indemnifying party, its officers, or employees while engaged in, upon or about, or in connection with the discharge or performance of the terms of this Agreement or the operation, maintenance, and use of the Veterans' Service Office.
- B. Nothing herein is intended, nor shall be deemed to create a third-party beneficiary to or for any obligation by any party hereto or to authorize any third person to have any action against any party hereto arising out of this Agreement.

**VIII. SEVERABILITY**

- A. 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 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 of the law.

**IX. NOTICES**

A. Legal notices to the parties shall be mailed to the following persons and addresses via certified United States mail, to wit:

1. LDVA:  
Joey Strickland  
SECRETARY  
Louisiana Department of Veterans Affairs  
P. O. Box 94095, Capitol Station  
Baton Rouge, Louisiana 70804-9095

2. CITY OF HAMMOND:  
Pete Panepinto  
MAYOR  
P.O. Box 2788  
Hammond, LA 70404

**IN WITNESS WHEREOF**, the parties have executed this Cooperative Endeavor Agreement on the day, month and year first written above.

**SIGNATURES:**

**CITY OF HAMMOND**

BY: \_\_\_\_\_

PETE PANEPINTO, MAYOR

Witnessed by: \_\_\_\_\_

(Signature)

(Signature)

\_\_\_\_\_

\_\_\_\_\_

(Printed Name)

(Printed Name)

**LA DEPARTMENT OF VETERANS AFFAIRS**

BY: \_\_\_\_\_

JOEY STRICKLAND, SECRETARY

Witnessed by: \_\_\_\_\_

(Signature)

(Signature)

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\_\_\_\_\_

(Printed Name)

(Printed Name)



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## City of Hammond Cooperative Agreement Summary 2020-2021

Annual Parish Office Expense:	\$ 68,362*
Administration Fee <i>(2.5% of total expenses, towards costs related to Human Resources, Accounting, Payment Processing, Etc.)</i>	\$ 1,709
Sub-total	\$ 70,071
TOTAL Parish Contribution (35%)	\$ 24,524
City of Hammond (8% of Parish Contribution)	\$ 1,962

*\*Calculated on FY19 Expenses*

### **Economic Impact of Tangipahoa Parish Veterans' Service Office:**

**\$33,658,000** in Compensation and Pension benefits for a veteran population of  
**6,948.**

(According to US Department of Veterans Affairs FY18 Summary of Expenditures)