

# COOPERATIVE ENDEAVOR AGREEMENT

This Cooperative Endeavor Agreement (the "Agreement") is made and entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, (the "Effective Date") by and between:

**LOUISIANA MUNICIPAL ASSOCIATION** ("LMA"), represented by Tom Ed McHugh, its Executive Director, and \_\_\_\_\_, hereinafter referred to as "participating municipality"), represented by: \_\_\_\_\_.

## WITNESSETH

**WHEREAS**, the mission of the Louisiana Municipal Association is to provide assistance to its member municipalities. The LMA, in keeping up with current technological advances in communications and in its efforts to directly link all municipal governments in the State of Louisiana via the internet, it has become known to the LMA that many of its members are without access to the most current information technology such as internet service and computers. In its desire to achieve its goals of linking all municipalities via the internet, The LMA has formed the CITAP program to provide information technology services to those municipalities requesting assistance.

NOW, THEREFORE, in consideration of the promises and mutual representations, warranties, and covenants herein contained, the parties hereby agree as follows:

### 1. AGREEMENT

As part of the LMA's CITAP program, the LMA agrees to provide to the participating municipality Level 3 service consisting of funding assistance in the creation of a web site including an action center, with E-Gov Strategies (the vendor) contracted by the participating municipality and in accordance with the following conditions.

The service will consist of a comprehensive set of resources aimed at providing medium local government entities with the ability to develop and maintain an interactive web site with action center. The service includes:

## SERVICE DESCRIPTION

- 1) LMA will reimburse the participating municipality 50% of the total cost not to exceed \$4300. The participating municipality must pay for all of the up-front cost to E-Gov strategies.
- 2) The participating municipality must submit proof of payment to E-gov strategies.
- 3) The participating municipality must submit request for reimbursement within 60 days of payment to E-Gov Strategies.
- 4) It is understood that the vendor will provide templates for the municipality to use in the creation of the web site and host the web site.

The term of this service will be for one year (1) at which the LMA will provide the municipality with all of the above. The one year term will commence on the date the municipality signs this agreement. At the expiration of the one-year, the participating municipality has the option of continuing the web service at its own expense. In the event of any failure of the participating municipality to full or properly perform any of the obligations agreed to by the participating municipality in this agreement, the LMA shall have the right to terminate this Agreement upon giving thirty (30) days prior written notice to the participating municipality.

## **2. PERFORMANCE**

By signing this agreement, the participating municipality agrees to utilize the services provided by this contract and promises to have an operational web site placed on the internet or world wide web by the end of the one (1) year term of this contract as defined in paragraph one. **“Operational web site”** shall be defined as a web site that provides that information deemed necessary by the participating municipality and shall be readily accessible to all users of the internet or worldwide web. Should the participating municipality fail to have an operational web site at the expiration of the term of this contract or should the participating municipality terminate this contract for any reason or the LMA terminates this contract due to the fault of the participating municipality, then the participating municipality, within thirty (30) days from the date of the expiration of this contract or written notice of termination of this contract, shall reimburse to the LMA the following:

- A. All monies paid for the start-up costs of Level 3 service as it applies to this contract;

Further, the participating municipality shall comply with all appropriate licensing agreements, rules and regulations as set by the vendor in the use of the service and any rules and regulations provided by the LMA for participation in the CITAP Program.

### **3. INDEMNITY AND HOLD HARMLESS**

The participating municipality shall indemnify and hold harmless the LMA, its officials, agents, servants, employees, insurers, successors, and assigns, and those deriving any right from or against the LMA from and against any and all liabilities, losses, claims, expenses, costs, damages (including without limitation, punitive and/or exemplary damages), demands suits, actions, recoveries, and judgments of every nature and description whatsoever arising out of , incident or pertaining to (a) this Agreement, (b) the performance or non-performance by the participating municipality pursuant to this agreement, or ( c ) the acts or failure to act of any contractors, agents, servants, employees or officials of the participating municipality.

### **4. RELATIONSHIP**

Nothing in this agreement shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of employer and employee, principal and agent, or of partnership or joint-venture between the parties hereto. Nothing herein shall be construed to authorize the participating municipality to employee persons as employees of the LMA. All personnel supplied or used by the participating municipality shall be their employees or contractors and shall not be employees or contractors of the LMA.

### **5. FINANCIAL RESPONSIBILITY**

The LMA agrees to be fully and exclusively responsible for the reimbursement of costs associated with the Level 3 (as defined under service agreement) service it is providing to the participating municipality pursuant to and in accordance with the terms contained in this agreement. Should the participating municipality wish to continue the use of the web service beyond the one-year period as outlined in this agreement, it will be solely responsible for all costs incurred after the expiration of this agreement.

### **6. MISCELLANEOUS**

**This Agreement shall be the exclusive and entire agreement between the parties.** This Agreement shall supersede the provisions of any previous contract except for those provisions expressly stated in this contract. Should any provision of this Agreement be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision, and, to this end, the provisions are severable. This Agreement shall be governed by and construed in accordance with the Laws of the State of Louisiana.

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

**LOUISIANA MUNICIPAL ASSOCIATION**

**BY: \_\_\_\_\_**  
**Tom Ed McHugh, Executive Director**

**DATE: \_\_\_\_\_**

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

**BY: \_\_\_\_\_**  
**Mayor of Municipality**

**DATE: \_\_\_\_\_**