

1 Introduced November 25, 2025, by Councilman
2 DiSanti, seconded by Councilman Brownfield,
3 (by request of Administration)

4 **Item No. 25-11-3619**

5
6 **ORDINANCE NO. 4265**

7 An ordinance authorizing the Mayor of the City of Slidell, on behalf of the City,
8 to enter into a Cooperative Endeavor and Lease Agreement for vacant space at the Slidell
9 Train Depot, 1827 Front St., Slidell, LA, with Save the St. Tammany Chahta Tribe.

10 WHEREAS, Article VII, Section 14(C) of the Constitution of the State of
11 Louisiana provides that "[f]or a public purpose, the state and its political subdivisions . . .
12 may engage in cooperative endeavors . . . with any public or private association,
13 corporation, or individual"; and
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15 WHEREAS, under La. R.S. 34:4712, a municipality also may lease its real
16 property which is not needed for public purposes; and
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18 WHEREAS, Save the St. Tammany Chahta Tribe's mission is to preserve and
19 promote the history and culture of the Chahta Tribe of the Tchefuncta Nation; and
20

21 WHEREAS, the City has certain vacant space at the Slidell Train Depot, 1827
22 Front St., Slidell, LA, which is not directly needed for municipal public purposes; and
23

24 WHEREAS, Save the St. Tammany Chahta Tribe has been a community and
25 government partner over the years, and it now desires to partner with the City more
26 formally and directly so that it may operate a museum in said space to showcase, for the
27 community and tourists, artifacts and history of the Chahta Tribe of the Tchefuncta Nation
28 and related American Indian artifacts and history; and
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3 **PAGE 2**

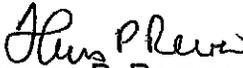
4 WHEREAS, the City and Save the St. Tammany Chahta Tribe desire to enter
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6 into a cooperative endeavor and lease agreement for the vacant space, under terms
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8 generally set forth in the attached Exhibit A; and

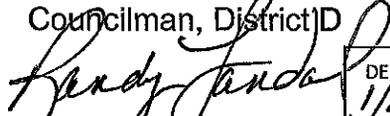
9 WHEREAS, such a cooperative endeavor and lease provides concrete
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11 benefits to the community by providing a dedicated space to preserve and showcase
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13 important local American Indian history for purposes of education, cultural enrichment,
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15 tourism and economic development, and community representation; in these various
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17 respects, it encompasses functions Save the St. Tammany Chahta Tribe and the City are
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19 authorized to undertake. These benefits are at least equivalent in value to the space
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21 provided by the City under the agreement.

22 NOW THEREFORE, BE IT ORDAINED by the Slidell City Council that the
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24 Mayor of the City of Slidell is authorized, on behalf of the City of Slidell, to enter into and
25
26 administer a Cooperative Endeavor and Lease Agreement with Save the St. Tammany
27
28 Chahta Tribe, Inc. for the lease and use of certain vacant space at the Slidell Train Depot,
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30 1827 Front St., Slidell, LA, under terms and conditions generally set forth in the attached
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32 Exhibit A.

33 **ADOPTED** this 13th day of January, 2025.

34 
35 Nick DiSanti
36 President of the Council
37 Councilman, District D

38 
39 Thomas P. Reeves
Council Administrator

40 
41 Randy Fandal
42 Mayor

DELIVERED 1/20/26 @ 8:06 AM to the Mayor
RECEIVED 1/21/26 R. D. ... from the Mayor

EXHIBIT A

COOPERATIVE ENDEAVOR AND LEASE AGREEMENT

This **COOPERATIVE ENDEAVOR AND LEASE AGREEMENT** (this "Agreement"), is made and entered into effective as of the ___ day of _____ 202_ (the "Effective Date") and is by and between:

- City of Slidell, Louisiana, a municipality and political subdivision of the State of Louisiana (the "COS"); and
- Save the St. Tammany Chahta Tribe, a Louisiana non-profit corporation ("SSTCT").

WITNESSETH:

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that "[f]or a public purpose, the state and its political subdivisions . . . may engage in cooperative endeavors . . . with any public or private association, corporation, or individual"; and

WHEREAS, SSTCT's mission is to preserve and promote the history and culture of the Chahta Tribe of the Tchefuncta Nation; and

WHEREAS, SSTCT has been a community and government partner over the years, and it now desires to partner with the City more formally and directly so that it may operate a museum to showcase, for the community and tourists, artifacts and history of the Chahta Tribe of the Tchefuncta Nation and related American Indian artifacts and history (the "Services"); and

WHEREAS, the COS has approximately 1,400 square feet of space located on the south side of the first floor of the Slidell Train Depot available for use by the SSTCT for such purposes, subject to the terms and conditions herein; and

WHEREAS, this partnership provides concrete benefits to the community by providing a dedicated space to preserve and showcase important local American Indian history for purposes of education, cultural enrichment, tourism and economic development, and community representation; in these various respects, it encompasses functions SSTCT and the COS are authorized to undertake.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I
PURPOSE

- 1.1 The recitals set forth above are incorporated herein and expressly made a part of this Agreement.
- 1.2 The purpose of this Agreement is to memorialize the cooperative endeavor between SSTCT and the COS for SSTCT to provide the Services, which Services are expected to provide concrete benefits as referenced above, benefits that are at least equivalent in value to the space provided by the COS. Further, the Agreement is consistent with the mandate and/or mission of each party.

ARTICLE II
ADDITIONAL DEFINITIONS

- 2.1 **Museum** means approximately 1,400 square feet of space located on the south side of the first floor of the *Slidell Train Depot*, located at 1827 Front Street, Slidell, Louisiana 70458.
- 2.2 **Days of Operation** means those days the SSTCT will make the Museum open to the public or for special events, generally Wednesday through Sunday (with allowance for alternate schedules based on holidays, special events, and exceptional circumstances).
- 2.3 **Hours of Operation** means the hours the Museum will be open during the Days of Operation, generally 11am-6pm (with allowance for tours and educational programs in the morning, as necessary, and adjusted times based on holiday, special events, and exceptional circumstances).

ARTICLE III
AGREEMENTS OF THE PARTIES

- 3.1 The parties agree that, during the term of this Agreement, SSTCT shall:
 - 3.1.1 Staff and operate the Museum during regularly scheduled hours at least five (5) days per week, as well as during special events; and
 - 3.1.2 Be responsible for routine interior maintenance and repairs, janitorial services (including shared access restrooms, as needed), and utilities (including electricity, water, gas, alarm, internet, and telecommunications) at the Museum and any 2nd floor storage space made available and used; and
 - 3.1.3 Ensure that the Museum and any 2nd floor storage space made available and used is used and maintained in a safe, clean, and orderly condition; and

- 3.1.4 Comply with all applicable laws, ordinances, and regulations governing its operations; and
- 3.1.5 Be responsible, to the exclusion of the COS, for (i) the advertisement of the Services, and (ii) the overall management of the Services. A nominal fee may be charged for general admission and a reasonable fee may be charged for special events or seminars, such fee schedule to be approved in advance by City's Mayor. All fees and donations collected by SSTCT at the Museum, along with monies from all sales made by it there, may be retained by SSTCT (subject to payment of all applicable taxes); and
- 3.1.6 Be responsible, to the exclusion of the COS, for any salary or compensation owed to SSTCT's respective personnel or contractors providing the Services or fulfilling obligations which are the responsibility of SSTCT hereunder, including the payment of any applicable employer payroll or related taxes; and
- 3.1.7 Be responsible for the unlocking, locking, and supervision of the Museum in relation to the presentation of Services provided there, and of any 2nd floor storage space made available and used; and
- 3.1.8 Be responsible for the repair of any damages its causes to the Museum and any 2nd floor storage space made available and used (whether such damage is caused through SSTCT's officers, employees, contractors, volunteers, agents, or clients), notwithstanding anything in this Agreement to the contrary, and normal wear and tear excepted; and
- 3.1.9 Not utilize the Museum or any 2nd floor storage space made available, or authorize the utilization of the Museum or any 2nd floor storage space made available, at any times, for any activities, or under any terms, not authorized in this Agreement; and
- 3.1.10 Not park or authorize parking in any spaces not designated by the City;
- 3.1.11 Not allow any person to provide any services on-site who has been convicted of, or plead guilty or nolo contendere to, any crime of violence (as defined in La. R.S. 14:2) or any sex-related offense; and
- 3.1.12 Maintain general liability insurance, on an occurrence basis, covering its respective operations under this Agreement, in amounts no less than \$1,000,000 per occurrence/\$2,000,000 in the aggregate. The COS shall be named as an additional insured on each such policy, which policy shall be considered primary to any similar policy held by the City. SSTCT shall provide the COS with evidence of the existence and maintenance of this policy; and

- 3.1.13 Hold harmless, defend, and indemnify the COS, and the COS's elected officials, employees, and agents, from and against all claims of personal injury, death, or property damage arising out of or related to, directly or indirectly, SSTCT's performance of its respective obligations under this Agreement, whether directly or through its respective officers, employees, contractors, volunteers or agents, except to the extent such claims arise solely from the acts or omissions of the COS, or the COS's elected officials, employees, or agents. The obligations of this paragraph shall survive termination of this Agreement, including by expiration, for matters occurring during the term of this Agreement.
- 3.2 The parties agree that, during the term of this Agreement, the COS shall:
- 3.2.1 Make the Museum available to SSTCT for SSTCT's Services on the Days of Operation during the Hours of Operation; the COS, acting through its Mayor, may also make available to SSTCT certain 2nd floor storage space at the Slidell Train Depot for SSTCT storage (such space not being open to the public); and
 - 3.2.2 Designate the areas which are available for parking for the Museum (which may be shared spaces).
 - 3.2.3 Be responsible for the major structural and mechanical repairs and maintenance at the Museum (i.e. roof, windows, doors, walls, plumbing, HVAC, termite treatment), subject to SSTCT's responsibility for damage it causes. SSTCT understands any 2nd floor storage space made available may not have AC or heat and is provided strictly "as is", without any additional repair or maintenance responsibility by the COS; and
 - 3.2.4 Maintain the right to close the Museum in the event of any natural disaster, emergency, or other force majeure. The COS shall not be responsible for any fees paid by SSTCT clients or any costs or liabilities incurred by SSTCT for any such closure or for any early termination by the COS or without the fault of the COS.
- 3.3 The parties agree that the COS shall not be responsible for the loss, theft, damage, or destruction of any of property brought to or left at the Museum or 2nd floor storage space by SSTCT, its officers, employees, contractors, volunteers, agents, or clients, regardless of cause, except to the extent any such loss arises solely from the gross negligence or intentional tortious acts of the COS or the COS's elected officials, employees, or agents.
- 3.4 The parties agree that their relationship with one another is that of independent contractors, and that no employment relationship exists between them. The COS shall not be responsible for the compensation of any employee, contractor,

agent, or volunteer of SSTCT providing any services.

ARTICLE IV
TERM AND TERMINATION

- 4.1 This Agreement shall run for one (1) year from its Effective Date (the "Initial Term"). This Agreement shall automatically renew for up to four (4) successive terms of one (1) year each (each a "Renewal Term"), unless a party provides the other party with written notice of its intent not to renew the Agreement at least 60 days in advance of the end of the then current Term.
- 4.2 The COS may terminate this Agreement, at any time, if the Museum is damaged or destroyed so as to make the holding of the Services there, in the opinion of the COS, impossible, unsafe, or impractical and/or the repair of same cost prohibitive, or any 2nd floor storage space made available and used is damaged or destroyed so as to make the storage of items there, in the opinion of the COS, impossible, unsafe, or impractical and/or the repair of same cost prohibitive.
- 4.3 Any non-breaching party may terminate this Agreement, if another party fails to fulfill any of its material obligations hereunder, and such party fails to cure its breach within thirty (30) days' written notice of same.
- 4.4 The COS may terminate this Agreement at any time, without cause, upon one hundred twenty (120) days' written notice to SSTCT.

ARTICLE V
DISCRIMINATION

- 5.1 The parties hereby agree to abide by the requirements of the following, as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972, as amended; the Age Discrimination Act of 1975, the Fair Housing Act of 1968, as amended; the Americans with Disabilities Act of 1990, as amended; and Title II of the Genetic Information Nondiscrimination Act of 2008, as amended, in the performance of their respective obligations contemplated under this Agreement.
- 5.2 The parties further agree not to unlawfully discriminate in employment practices and shall fulfill their obligations under this Agreement without regard to race, color, age, religion, sex, national origin, veteran status, genetic information, political affiliation, or disability.

ARTICLE VI
NON-ASSIGNMENT

No party hereto shall assign any interest in this Agreement, nor shall it transfer any interest herein, whether by assignment or novation, without the prior written consent of the other parties.

ARTICLE VII
THIRD PARTY BENEFICIARIES

Nothing in this Agreement shall be construed to create any obligation, duty, or benefit with respect to any person or entity that is not a party hereto.

ARTICLE VIII
LEGAL COMPLIANCE

The parties shall comply with all applicable federal, state, and local laws and regulations, including, but not limited to, the Louisiana Code of Governmental Ethics (La. R.S. 42:1101, et seq.), in carrying out the provisions of this Agreement.

ARTICLE IX
CONTROLLING LAW / VENUE

- 9.1 The interpretation of this Agreement and the rights of all parties herein shall be construed under and governed by the laws of the State of Louisiana.
- 9.2 The parties hereto submit to the exclusive jurisdiction and venue of the Twenty-Second Judicial District Court, St. Tammany Parish, Louisiana for resolution of any dispute arising hereunder, by non-jury trial.

ARTICLE X
ENTIRE AGREEMENT / SEVERABILITY

- 10.1 This Agreement, including any documents or attachments expressly incorporated herein, constitutes the entirety of the agreement between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements. No representations were made or relied upon by either party, other than those expressly set forth in this Agreement, with respect to the subject matter hereof.
- 10.2 Each and every part, term, or provision of this Agreement is severable from the others. Notwithstanding any possible future finding by a duly constituted authority that a particular part, term, or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and

enforceability of the remaining parts, terms, and provisions shall not be affected thereby unless the cause of this Agreement would be defeated thereby.

ARTICLE XI
MODIFICATION

Any alterations, variations, modifications, waivers of provisions, and/or amendments to this Agreement shall be valid only when they have been reduced to writing, duly signed both parties.

ARTICLE XII
RECORDS RETENTION

The parties agree to retain all books, records, and other documents relevant to this Agreement and any funds expended hereunder for the longest period of (i) three (3) years after the Effective Date; (ii) the time required by the party's applicable records retention schedule; or (iii) the period of time required by applicable Federal law if Federal funds are used in relation to this Agreement.

ARTICLE XIII
PROVISION REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of any party, the Agreement shall forthwith be amended to make such insertion or correction.

ARTICLE XIV
NOTICES AND PAYMENTS

All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery or by placing same in the United States Mail, properly addressed and postage prepaid, or by email to:

CITY OF SLIDELL:

City of Slidell
Attn: Mayor
P.O. Box 828
Slidell, LA 70459

(each of the following:) rfandal@cityofslidell.org; mnoto@cityofslidell.org;
tschneidau@cityofslidell.org; detheredge@cityofslidell.org

SAVE THE ST. TAMMANY CHAHTA TRIBE:

Save the St. Tammany Chahta Tribe
Attn: Chief
61357 Dixie Ranch Rd.
Slidell, LA 70460
(each of the following: [REDACTED]@gmail.com

or such other address as a party may designate in writing from time to time. Notwithstanding the foregoing, issues arising under this Agreement which require immediate attention should be conveyed to Desiree Etheredge, Facilities Manager, at [REDACTED].

**ARTICLE XV
AUTHORITY**

Each person signing this Agreement in a representative capacity represents and warrants that he/she has the authority to do so and thereby fully bind his/her entity hereto.

**ARTICLE XVI
COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURES ON FOLLOWING PAGE(S)]

COOPERATIVE ENDEAVOR AND LEASE AGREEMENT
[SIGNATURE PAGE]

Executed on the date(s) noted below, effective as of the Effective Date.

Save the St. Tammany Chahta Tribe

By: _____

Print: _____

Its: _____

Date: _____

City of Slidell, State of Louisiana

By: _____

Print: Randy Fandal

Its: Mayor

Date: _____

DRAFT