



EXECUTIVE DEPARTMENT

**MEMORANDUM OF UNDERSTANDING**

FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING  
A DIGITAL PRESENCE FOR THE  
LOUISIANA VETERANS MEMORIAL PARK  
AFRICAN-AMERICAN VETERANS MONUMENT

**WHEREAS,** Act 432 of the 2021 Regular Session of the Louisiana Legislature, originally authored by Senator Gerald Boudreaux, provides for the creation of a monument in the Louisiana Veterans Memorial Park honoring the service and sacrifices of African-American military service members and their families throughout the history of the United States of America;

**WHEREAS,** Act 432 was co-authored by Senators Abraham, Brett Allain, Regina Barrow, Louie Bernard, Joseph Bouie, Stewart Cathey, Jr., Heather Cloud, Patrick Connick, President Page Cortez, Cleo Fields, Franklin Foil, Jimmy Harris, Cameron Henry, Bob Hensgens, Sharon Hewitt, Katrina Jackson, Ronnie Johns, Eddie Lambert, Jay Luneau, Patrick Mcmath, Barry Milligan, Fred Mills, Robert Mills, Jay Morris, Barrow Peacock, Karen Carter Peterson, J. Rogers Pope, Edward Price, Mike Reese, Gary Smith, Greg Talbot, Gregory Tarver, Rick Ward, and Glen Womack;

**WHEREAS,** in the House of Representatives, Act 432 was co-authored by Representatives Roy Daryl Adams, Larry Bagley, Ken Brass, Marcus Bryant, Barbara Carpenter, Gary Carter, Robby Carter, Wilford Carter, Mack Cormier, Kenny Cox, Daryl Deshotel, Royce Duplessis, Barbara Freiberg, Randal Gaines, Cedric Glover, Kyle Green, Lance Harris, Dodie Horton, Jason Hughes, Ted James, Patrick Jefferson, Sam Jenkins, Travis Johnson, Frederick Jones, Edmond Jordan, Jeremy LaCombe, Ed Larvadain, Rodney Lyons, C. Denise Marcelle, Dustin Miller, Patricia Moore, Candace Newell, Charles Owen, Vincent Pierre, Thomas Pressly, Speaker Clay Schexnayder, Larry Selders, Francis Thompson, and Matthew Willard;

**WHEREAS,** on August 17, 2022, Governor John Bel Edwards, along with the members of the Louisiana Legislative Black Caucus, the Louisiana House and Senate Select Committees on Veterans Affairs, and various military and local officials, broke ground on the site for the planned monument;

**WHEREAS,** as the first African-American Veterans Monument in the Louisiana Veterans Memorial Park, this monument will be the first of its kind on Louisiana's State Capitol Complex;

**WHEREAS,** the monument honors freed, formerly enslaved Louisiana soldiers who fought for the Union during the Civil War as well as soldiers from World War I and II, Vietnam, the Iraq War and more recent conflicts, as well as recognize the sacrifices of their loved ones;

**WHEREAS,** native New Orleans visual artist Sheleen Jones, a distinguished member of the faculty of Xavier University of Louisiana, has designed and fabricated a large-scale work of art which serves to memorialize and honor Louisiana's African-American

Veterans, recognizing the sacrifices of them and their families, and to educate the citizens of Louisiana and visitors to our State;

**WHEREAS**, in furtherance of the educational and historical mission of this monument and the Louisiana Veterans Memorial Park, the Louisiana Department of Veterans Affairs, Southern University and Agricultural & Mechanical College, and the Office of the Governor of the State of Louisiana have agreed to establish and promote an internet presence for the African-American Veterans Monument;

**WHEREAS**, Southern University and Agricultural & Mechanical College (“SU”) possesses a world-class faculty of historians and researchers, as well as a highly developed online presence, along with the resources and ability to develop and maintain a sophisticated web portal; and

**WHEREAS**, SU has agreed to promote and further the mission of the African-American Veterans Monument by developing and maintaining an online site for the monument for a period of at least ten years, as described in more detail below.

**NOW THEREFORE**, this Memorandum of Understanding (“MOU,” sometimes the “Agreement”) serves as an agreement between and among Southern University and Agricultural & Mechanical College (“SU”), the Louisiana Department of Veterans Affairs (“LDVA”), and the Office of the Governor of the State of Louisiana (the “Governor”).

## **I. Parties**

Parties to this MOU are Southern University and Agricultural & Mechanical College (“SU”), the Louisiana Department of Veterans Affairs (“LDVA”), and the Governor of the State of Louisiana (the “Governor”).

## **II. Purpose and Scope**

In order to further the educational and historic mission of the Louisiana Veterans Memorial Park and to carry out the will of the Legislature of Louisiana as expressed in Act 432 of the 2021 Regular Legislative Session, the parties to this MOU have agreed to cooperate and collaborate in the establishment and promotion of a robust online multimedia presence for the Louisiana Heritage Monument honoring African American Veterans (the “Monument”). This online presence will further the historical, educational, and honorific purposes of the monument by allowing members of the public a significantly greater level of interaction and engagement with the stories behind, as well as providing additional media and materials relevant to, the important purpose of the Monument.

## **III. Enactment of this MOU**

SU, LDVA, and the Governor have decided to enter into this MOU to coordinate the planning, implementation, maintenance, and promotion of an online media presence for the African-American Veterans Monument in the Louisiana Veterans Memorial Park, located on the Louisiana State Capitol Complex, also known as the Louisiana Heritage Monument. This agreement becomes effective when the MOU is duly executed by all parties.

#### **IV. Obligations of SU**

- a. SU will establish and maintain a multimedia online digital presence for the African American Veterans Monument, utilizing its wealth of resources and the talents of its esteemed faculty, staff, and student body to further this historic mission.
- b. SU will maintain this website and/or web portal for a period of at least ten (10) years.
- c. SU will make this website and/or web portal available to all members of the public.
- d. All costs related to the establishment and maintenance, and the provision of related media and materials, of this online presence will be borne by SU.
- e. SU will collaborate with state and community partners and stakeholders, in building and/or acquiring the digital media and material necessary for the Monument website and/or web portal.
- f. SU will be responsible for appointing an African American Veterans Monument committee, which will maintain oversight of the content and future development of the website, as well as administer and update the systems and features of the site.

#### **V. Obligations of LDVA**

- a. To the extent reasonable and practical, LDVA will collaborate with SU on providing resources to assist with the promotion and public awareness of a robust web presence.
- b. LDVA will provide, to the extent reasonable and practical, any resources and guidance which may be necessary and helpful to accomplish and further the mission of SU's maintenance of the African American Veterans Monument's online presence.
- c. LDVA will, to the extent reasonable and practical, help to coordinate the mission of this MOU by engaging with its constituency and stakeholders and promoting awareness of this web portal to the military veterans of Louisiana.
- d. LDVA will develop and commission to be made an informative plaque regarding the Monument, to be placed adjacent to the Monument within the Louisiana Veterans Memorial Park.
- e. LDVA will develop and implement a QR Code, to be placed on appropriate signage adjacent to the Monument within the Louisiana Veterans Memorial Park.
- f. LDVA will assist in creating awareness of the Monument's web presence by directing members of the media and the public, via its customary methods of public outreach, to those online resources as they become available.

#### **VI. Obligations of the Governor**

- a. The Governor and his staff will assist in coordinating the Parties to this Agreement in the collaboration necessary to successfully effect the goals of this MOU.
- b. The Governor will assist in creating awareness of the Monument's web presence by directing members of the media and the public, via his customary methods of public outreach, to those online resources as they become available.

## VII. Points of Contact

SU, LDVA, and the Governor will designate Points of Contact (“POC”s) within their respective organizations to implement the MOU. The POCs will direct and coordinate partnership activities to ensure that mutual benefits and interests are served. The respective offices responsible for maintenance of this MOU are:

### For SU:

Rachel Carriere  
Web Applications Services Director  
Division of Information Technology  
Southern University and A&M College

Phone: (225) 771-5019  
Email: Rachel\_carriere@subr.edu

### For LDVA:

Brandee Patrick  
Director of Communications  
LDVA

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Email: brandee.patrick@la.gov

### For the Governor:

Chaunda Mitchell, Ph.D.  
Deputy Chief of Staff  
Office of the Governor

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Email: Chaunda.Mitchell@la.gov

Shauna Sanford  
Assistant Deputy Chief of Staff  
for Communications  
Office of the Governor

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Email: Shauna.Sanford@la.gov

Katina Semien Smothers, Esq.  
Director, Office of Community Programs  
Office of the Governor

Phone: (225) 342-2172  
Email: Katina.Semien@la.gov

## VIII. Term of Agreement

The terms and provisions of this MOU shall be binding upon the parties hereto for as long as this Agreement remains in effect, or until such time as this MOU may be terminated as indicated in Paragraph IX, below.

## IX. Termination

Notwithstanding the above, this Agreement may be terminated at any time by mutual written agreement and consent of the parties hereto; or, as to an individual party’s obligations, with the withdrawal of consent by any individual party. Any party withdrawing its consent must provide other parties with sixty (60) days written notice of its intent to withdraw from this MOU. If one party withdraws its consent, any other remaining parties may continue with their agreement unless and until no parties remain to this MOU.

## X. Entire Agreement

This Agreement, including any attachments that are expressly referred to herein, contains the entire Agreement between the parties and supersedes any and all Agreements or Contracts previously entered into between the parties on this subject matter. No representations are made or relied upon by either party other than those that are expressly set forth within. Any modification or amendment to this Agreement shall be valid only when it has been reduced to writing and executed by both parties. This Agreement shall govern in the event of any inconsistency between this Agreement and any of the Exhibits attached hereto or any other document or instrument executed or delivered pursuant to this Agreement or in connection with this Agreement.

**XI. Public Liability / Indemnification and General Terms**

SU shall indemnify and save harmless LDVA and the Governor, as well as their officers, agents, employees, contractors and assigns against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of any sum of money to any party accruing against LDVA and the Governor, as well as their officers, agents, employees, servants, contractors or assigns, growing out of, resulting from, or by reason of any act or omission of SU or any of its officers, agents, employees, servants, contractors or assigns while engaged in, upon or about, or in connection with the discharge or performance of the terms of this MOU.

LDVA shall likewise indemnify and save harmless SU, its officers, agents, employees, contractors and assigns against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of any sum of money to any party accruing against SU, its officers, agents, employees, servants, contractors or assigns, growing out of, resulting from, or by reason of any act or omission of LDVA or their officers, agents, employees, servants, contractors or assigns while engaged in, upon or about, or in connection with the discharge or performance of the terms of this MOU.

No party to this Agreement shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Agreement.

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 party person to have any action against any party hereto arising out of this Agreement.

It is specifically understood and agreed that nothing herein shall be construed to create a joint venture, partnership, agency, or similar relationship. SU, LDVA, or the Governor shall not have the power to act for or bind one another or any.

The parties shall comply with all applicable federal and state laws and regulations in the performance of their responsibilities under this MOU.


[Signature page follows.]



IN WITNESS WHEREOF, the parties have executed this MOU on the behalf of their respective entity and hereby represent and warrant that they have the power, right, and legal capacity and appropriate authority to enter this MOU on behalf of the entity for which they sign, on this the 21<sup>st</sup> day of September, 2023.

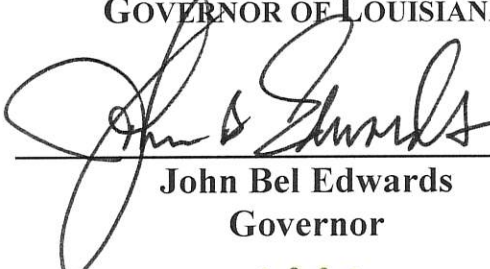
**SOUTHERN UNIVERSITY  
AND A&M COLLEGE**

**LOUISIANA DEPARTMENT OF  
VETERANS AFFAIRS**

  
\_\_\_\_\_  
**Dennis J. Shields**  
**President-Chancellor**

  
\_\_\_\_\_  
**Joey Strickland**  
**Secretary**

**GOVERNOR OF LOUISIANA**

  
\_\_\_\_\_  
**John Bel Edwards**  
**Governor**

