

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE
ST. TAMMANY PARISH GOVERNMENT AND
CHILDRENS ADVOCACY CENTER – HOPE HOUSE, INC.
(Funding Support)**

This Cooperative Endeavor Agreement (“Agreement”) is made and entered into on the dates set forth herein below, pursuant to the 1974 Louisiana Constitution Article VII Section 14(C) wherein governmental entities are empowered to enter into Cooperative Endeavor Agreements and further by St. Tammany Parish Home Rule Charter sections 1-04, 3-01 and 3-09, by and among the following parties:

ST. TAMMANY PARISH GOVERNMENT, a political subdivision of the State of Louisiana and the governing authority of St. Tammany Parish, whose mailing address is P.O. Box 628, Covington, Louisiana 70434, herein appearing by and through Patricia P. Brister, Parish President, duly authorized (hereinafter referred to as “Parish”); and

CHILDRENS ADVOCACY CENTER – HOPE HOUSE, INC., a non-profit corporation of the State of Louisiana, whose mailing address is P.O. Box 1852, Covington, Louisiana 70434, represented by and through Dr. Barbara Hebert, Executive Director, duly authorized (hereinafter referred to as “CAC”).

WHEREAS, CAC’s mission is to assist victims of child abuse; and

WHEREAS, CAC conducts forensic interviews of the child victim and provides specialized, trauma-focused counseling services to the child victim; and

WHEREAS, Parish desires to provide funding to benefit CAC’s forensic interview and counseling services; and

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained in this Agreement, the parties agree and bind their respective offices as follows:

1. **PUBLIC PURPOSE**. The parties to this Agreement acknowledge and agree that the public purpose for this Agreement is to provide recovery and justice for child abuse victims of St. Tammany Parish. The parties have determined that (a) the expenditure of public funds pursuant to this Agreement is for a public purpose that comports with a governmental purpose that Parish may pursue; (b) the expenditure, taken as a whole, is not gratuitous; and (c) Parish has a reasonable expectation of receiving at least equivalent value in exchange for the expenditure, as described in Section 2 below.

2. OBLIGATIONS OF CAC.

2.1 CAC will employ one or more mental health professionals:

2.1.1 to provide video-recorded, forensic interviews of child abuse victims residing in St. Tammany Parish;

2.1.2 to provide trauma-focused counseling services to child abuse victims residing in St. Tammany Parish.

2.2 The services performed by CAC under this Agreement shall be limited to those not compensated via other funding sources (i.e.: private insurance, Medicaid, Medicare, grant funds).

2.3 On a quarterly basis, CAC shall provide the following documentation to Parish's Department of Finance:

2.3.1 A list of clients who received services for that quarter. To preserve client confidentiality, each client shall be identified only by a unique, individualized identification number assigned only to said client;

2.3.2 Proof of St. Tammany Parish residency for each client;

2.3.3 Number of hours of forensic interviews and/or counseling services performed;

2.3.4 Total number of all clients interviewed and/or counseled.

2.4 CAC shall carry in full force and effect at all times during the term of this Agreement insurance coverages in sufficient limits and levels necessary to protect it, its agents, directors, officers, employees, volunteers, its contractors and/or subcontractors, as well as St. Tammany Parish Government, its elected and appointed officials, directors, officers, agents, servants, attorneys, employees, volunteers, together with their agents, representatives, assigns, insurers and reinsurers, and all other interested third parties, from any and all claims for bodily injury, death or property damage as well as from claims under the workers' compensation acts.

2.4.1 The insurance coverages shall be underwritten by insurance companies with an A.M. Best rating of no less than A-, Category VII and shall be authorized to do business in the State of Louisiana, and should include, but may not be limited to: Commercial General Liability, Professional Liability, Medical Malpractice Liability, Business Automobile Liability, Workers' Compensation/ Employers Liability, and an Excess or Umbrella Policy that follows form for all liability coverages. St. Tammany Parish Government reserves the right to review and approve all insurance coverages.

2.4.2 CAC shall have St. Tammany Parish Government named as an additional insured on the liability insurance policies and the policies shall be endorsed to provide a waiver of subrogation in favor of St. Tammany Parish Government. The insurances affected by this Agreement shall be written on a primary and non-contributory basis. All insurance policies shall provide that insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the Parish, in writing. CAC shall present evidence of said insurance coverages to the Parish on or before the commencement of this Agreement, and thereafter annually on or before each policy expiration.

2.5 CAC agrees to indemnify and hold harmless the Parish and its officers, directors, employees, agents, contractors, vendors and all others, of and from and against any and all liability including, but not limited to, claims, demands, losses, suits, damages, judgments, costs and expenses whether, indirect or consequential and including, but not limited to, all fees, expenses and charges of attorneys and other professionals, as well as court costs and expenses, for any actions or inactions arising out of, in connection with, or that may arise as a result of the CAC's performance under this Agreement, whether such claims are made by way of indemnity, contribution, subrogation or otherwise.

2.6 CAC shall comply with all applicable governmental laws, rules, regulations, licensing and requirements.

3. OBLIGATIONS OF ST. TAMMANY PARISH

3.1 Payment. Parish shall pay CAC the sum of four thousand and no/100 (\$4,000.00) dollars, payable in two (2) installments. The first installment of two thousand and no/100 (\$2,000.00) dollars shall be paid within fifteen (15) days of full execution of this Agreement, and the second installment of two thousand and no/100 (\$2,000.00) dollars shall be paid one (1) calendar year thereafter.

4. TERMINATION AND BINDING NATURE

4.1 The term of this Agreement shall begin effective on January 1, 2014 and end on December 31, 2015 (the "Term"). No Term renewal or extension shall be provided without the express written consent of the parties, in each party's sole discretion.

4.2 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and approved of and executed by all parties prior to the alteration, variation, modification, or waiver of any provision of this Agreement.

- 4.3 Time is of the essence and the performance of the terms and conditions hereof shall be held in strict accordance with the times and dates specified herein.
- 4.4 Should any party seek to terminate this Agreement for any reason prior to the expiration of the Term, the party seeking to terminate shall provide written notice of its intent to terminate thirty (30) days prior to the date of termination. Any unused funds shall be returned to Parish within fifteen (15) days following the effective date of termination.
- 4.5 The continuation of this Agreement is contingent upon the appropriation of funds by Parish to fulfill the requirements of the Agreement. If the Parish fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by the veto of the Parish President by any means provided in the appropriations ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

5. **CONTRACTUAL VALIDITY AND MISCELLEANOUS PROVISIONS**

- 5.1 In the event that any one or more provisions of this Agreement is for any reason held to be illegal or invalid, the parties shall attempt in good faith to amend the defective provision in order to carry out the original intent of this Agreement.
- 5.2 If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, that portion shall be severable and the remainder of this Agreement shall remain in full force and effect.
- 5.3 Any suit filed by a party to this Agreement to resolve a dispute or controversy regarding the matters which are the subject of this Agreement shall be filed in the 22nd Judicial District Court for the Parish of St. Tammany which shall have exclusive venue and jurisdiction for any such action. Further, any dispute arising from this Agreement shall be governed by the laws of the State of Louisiana.
- 5.4 Any failure to take any action pursuant to this Agreement or to exercise any right granted herein does not serve as a waiver to any other obligation contained herein.
- 5.5 The parties acknowledge and agree that the obligations and covenants made herein give rise to contractual rights of each party and the right to demand specific performance and any claim to damages suffered hereunder.

5.6 No party herein shall assign any interest in this Agreement (whether by assignment or novation). This Agreement may be amended only by mutual written consent of the parties.

5.7 Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.

5.8 Each party certifies that it will adhere to and follow any and all ordinances, laws and licensing requirements applicable to each party's obligations as stated herein.

5.9 While in the performance of services or carrying out obligations herein, the CAC shall be acting in the capacity of an independent contractor and not as an employee of the Parish. The Parish shall not be obliged to any person, firm or corporation for any obligations of CAC arising from the performance of its services under this Agreement. CAC shall not be authorized to represent the Parish with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless done so in writing by the Parish.

5.10 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. **ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation of warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

7. **NO PERSONAL LIABILITY OF INDIVIDUAL REPRESENTATIVE**

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of any corporate party of his individual capacity, and neither of the officers of any party nor any official executing this Agreement shall be personally liable with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.

8. **NOTICES**

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage pre-paid by First Class Mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopier or other similar form of electronic transmission confirmed by written confirmation mailed (postage pre-paid by First Class Mail, registered or certified, return receipt requested or private, commercial carrier, express mail such as Federal Express) at substantially the same time as such rapid transmission. All communications shall be transmitted to the address or number set forth below or such other addresses or numbers to be named hereafter designated by a party in written notice to the other party compliant with this section.

If to the CAC:

Dr. Barbara Hebert, Executive Director
P.O. Box 1852
Covington, LA 70434

If to Parish:

President Patricia P. Brister
St. Tammany Parish Government
P.O. Box 628
Covington, LA 70433

(Signature page follows.)

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in multiple originals by the hereunder signed officers, each in the presence of the undersigned two (2) competent witnesses in St. Tammany Parish, State of Louisiana, as of the dates set forth, below after diligent reading of the whole, in various counterparts.

THUS DONE AND SIGNED effective as of 1-9-2015, ~~2014~~ in the presence of the undersigned witnesses.

WITNESSES:

Thelma M. Mallory
Erica S. Langston

ST. TAMMANY PARISH GOVERNMENT

BY: Patricia P. Brister
Patricia P. Brister
Parish President

THUS DONE AND SIGNED effective as of 12/31/14, 2014 in the presence of the undersigned witnesses.

WITNESSES:

Elizabeth D. ...
Carvisha ...

CHILDRENS ADVOCACY CENTER - HOPE HOUSE, INC.

BY: Dr. Barbara Hebert
Dr. Barbara Hebert
Executive Director