

**2018-0313**

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT**

**ORDINANCE NO. 18-11-9**

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the Louisiana Department of Veterans Affairs and St. Charles Parish for space to house, maintain, and operate the parish Veterans' Service Office located in the St. Charles Parish Courthouse, 15045 River Road, Hahnville.

**WHEREAS,** La. R.S 29:260-262 provides that the Louisiana Department of Veterans Affairs (LDVA) shall not contribute more than 75% for the operation and maintenance of 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 the LDVA; that police juries and municipal governing authorities shall provide office space for the operation of Veterans' Service Offices established by the LDVA pursuant to law; and,

**WHEREAS,** St. Charles Parish will provide for both the cost to maintain and operate and the office space for the Veterans' Service Office which offers a safe location for LDVA employees and clients; and,

**WHEREAS,** the Parish shall contribute to the support of the Veterans' Service Office a total of \$9,751.00, the term shall be effective January 1, 2019 and expire December 31, 2019; and,

**WHEREAS,** St. Charles Parish desires to continue the support of local veterans and improve their access to benefits by providing for both the cost to maintain and operate a Veterans' Service Office.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Cooperative Endeavor Agreement with the Louisiana Department of Veterans Affairs and St. Charles Parish for the provision of services, is hereby approved and accepted.

**SECTION II.** That the Parish President is hereby authorized to execute said Cooperative Endeavor Agreement on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS:       BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF,  
              BELLOCK, FLETCHER, FISHER-PERRIER  
NAYS:       NONE  
ABSENT:     NONE

And the ordinance was declared adopted this 26th day of November, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]  
SECRETARY: [Signature]  
DLVD/PARISH PRESIDENT: November 28, 2018  
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_  
PARISH PRESIDENT: [Signature]  
RETD/SECRETARY: November 28, 2018  
AT: 1:00 pm RECD BY: [Signature]



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**COOPERATIVE ENDEAVOR AGREEMENT**

**BETWEEN**

**ST. CHARLES PARISH COUNCIL**

**AND**

**LOUISIANA DEPARTMENT OF VETERANS AFFAIRS**

THIS COOPERATIVE AGREEMENT is made and entered into on \_\_\_\_\_, by and between the ST. CHARLES PARISH COUNCIL, hereafter referred to as Parish/Municipality, a political subdivision of the State of Louisiana represented by Larry Cochran, Parish President, 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 provides 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 2018-2019 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, pension programs, education, home loans, 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 Parish Veterans' Service Office is staffed two (2) day(s) per week on the following day(s), to wit: Tuesday and Friday; excluding applicable holidays, training periods, inclement weather closures, etc.
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 space shall be located at the following address:  
  
15045 River Road, Hahnville, LA 70057

2. Parish/Municipality shall provide for all utilities, as well as 34.73% of phone and internet service 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 for the term defined in Paragraph III of Article IV in this Agreement by paying LDVA a total of \$9,751.00 in minimum monthly payments of \$812.58.
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. Invoicing**

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

### **C. Reporting**

1. LDVA shall provide Parish/Municipality a quarterly operations report on the number of veteran 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.

## **III. TERM**

- A. This Cooperative Endeavor Agreement shall be in effect from January 1, 2019, to December 31, 2019.

## **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 provisions of this Agreement or the application thereof to any person or circumstances 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 person and addresses via certified United States mail, to wit:

1. LDVA:

Homer F. Rodgers  
Undersecretary  
Louisiana Department Veterans Affairs  
P. O. BOX 94095 Capitol Station  
Baton Rouge, Louisiana 70804-9095

2. ST. CHARLES PARISH COUNCIL:


Larry Cochran  
Parish President  
P.O. Box 302  
Hahnville, LA 70057

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

**SIGNATURES**

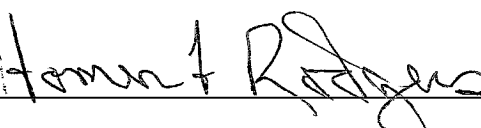
ST. CHARLES PARISH COUNCIL

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

  
Larry Cochran, Parish President

LOUISIANA DEPARTMENT OF VETERANS AFFAIRS

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

  
Homer F. Rodgers, Undersecretary



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**St. Charles Parish Cooperative Agreement Summary**  
**2018-2019**

	<b>Veterans' Service Office Yearly Expenses</b>	<b>Municipality Contribution (0.28%)</b>
Salaries & Benefits:	\$3,138,556.00	\$8,818.86
Travel	\$93,685.00	\$254.41
Supplies	\$54,500.00	\$148.00
Postage, Equip. Maintenance	\$25,658.00	\$69.68
Telephone & Internet	\$96,453.00	\$123.41
IT Support/Software	\$40,628.00	\$110.33
Acquisitions	\$83,340.00	\$226.31
<b>Total:</b>	<b>\$3,532,820.00</b>	<b>\$9,751.00</b>

**Economic Impact of St. Charles Parish Veterans' Service Office:**

**\$19,363,000** in Compensation and Pension benefits for a veteran population of **3,108**.

(According to US Department of Veterans Affairs FY16 Summary of Expenditures)