

2019-0375

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
ST. CHARLES PARISH COUNCIL**

ORDINANCE NO. 19-12-13

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with St. Charles CARE Center for the provision of services.

WHEREAS, Article VII, Section 14 (C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivision or political corporations may engage in cooperative endeavors with each other or with any other private association, corporation or individuals; and,

WHEREAS, Article VII, Section 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of the needy; and,

WHEREAS, the Parish and St. Charles CARE Center wish to assist by providing the above mentioned services assisting CARE; and,

WHEREAS, the Parish has agreed to assist St. Charles CARE Center with funds; and,

WHEREAS, the residents of St. Charles Parish will benefit from the efforts of the Parish and St. Charles CARE Center working to assist in the furtherance of the above mentioned services.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Cooperative Endeavor Agreement with the St. Charles CARE Center for the provision of services, be 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.

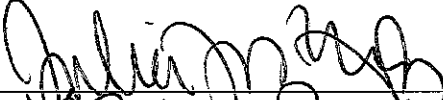
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

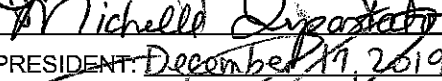
YEAS: **BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER**

NAYS: **NONE**

ABSENT: **NONE**


And the ordinance was declared adopted this 16th day of December, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 

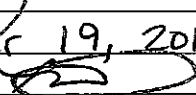
SECRETARY: 

DLVD/PARISH PRESIDENT: December 19, 2019

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: 

RETD/SECRETARY: December 19, 2019

AT: 7:27am RECD BY: 

COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
ST. CHARLES PARISH
AND
ST. CHARLES COMMUNITY CARE CENTER FOUNDATION, INC.

This agreement is made and entered into on this 23 day of December 2019, by and between **St. Charles Parish**, hereinafter ("Parish"), represented by Larry Cochran, Parish President, and **St. Charles Community CARE Center Foundation, Inc.** hereinafter ("CARE Center"), represented by its Executive Director, Lauren M. Johnson.

WHEREAS, Article VII, Section 14 (C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivision or political corporations may engage in cooperative endeavors with each other or with any other private association, corporation or individuals; and

WHEREAS, Article VII, Section 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of the needy; and

WHEREAS, practical considerations necessitate that offices work together in order to effectuate efficient planning and coordination efforts and services in support of the mission and function of the St. Charles Parish Children and Youth Planning Board as set forth in Louisiana Revised Statute 46:1941.2 which said services may include the following: to participate in the implementation and coordination following formulation of and to prepare a comprehensive implementation plan for services and programs for children and youth in St. Charles Parish; to assist in the development, implementation, and operation of services which encourage positive development, diversion of children and youth from the criminal justice and foster care system, reduction in the commitments of youth to state institutions, and providing community response to the growing rate of juvenile delinquency; to coordinate and implement programs such as prevention, early intervention, diversion, alternatives to incarceration, treatment services, the assessment, alignment, coordination, prioritization, and measurement of all available services and programs that address the needs of children and youth including those at risk for, or identified with: social, emotional, or developmental problems, including, but not limited to educational failure, abuse, neglect, exposure to violence, juvenile or parental mental illness, juvenile or parental substance abuse, poverty, developmental disabilities and delinquency; to

encourage collaborative efforts among local stakeholders for assessing the physical, social, behavioral, and educational needs of children and youth in their respective communities and for assisting in the development of comprehensive plans to address such needs; and to implement and administer the St. Charles Parish Co-Parenting Program, after it is established;

WHEREAS, the Parish and St. Charles CARE Center wish to assist by providing the above mentioned services assisting the CARE Center; and

WHEREAS, the Parish has agreed to assist the CARE Center with funding; and

WHEREAS, the residents of St. Charles Parish will benefit from the efforts of the Parish and the CARE Center working to assist in the furtherance of the above mentioned services.

NOW, THEREFORE, the Parish and the CARE Center hereby agree as follows:

SECTION 1-SERVICES

The CARE Center will provide the above referenced services and the Parish will provide Ten Thousand dollars (\$10,000.00) to the CARE Center towards the costs of the CARE Center, whereby the Payments shall be made in three equal payments in the amount of Three Thousand, Three Hundred, Thirty-Three Dollars and No/Cents (\$3,333.00) beginning on the 31st day of January 2020 and then on May 22, 2020 and October 23, 2020.

SECTION 2-DURATION

This agreement is for a period of twelve (12) months, commencing on January 1, 2020 and ending December 31, 2020, but may be renewed by the Parish President for two additional one year periods based upon written mutual consent of the parties and the allocation of funding by the St. Charles Parish Council.

SECTION 3-COMMUNITY

The residents of St. Charles Parish will enjoy substantial community benefits as a result of participation in this agreement as practical considerations necessitate that the Parish and the CARE Center work together for a coordinated and comprehensive array of social and behavioral health services and supports.

SECTION 4- INDEPENDENT CONTRACTOR

The CARE Center hereby agrees and accepts that it shall be acting as an independent contractor. It is understood and agreed by the parties that the CARE Center is entering into this Agreement in the capacity of an independent contractor and that nothing contained in this Agreement is intended to be construed as creating any other relationship between Parish and the CARE Center.

The parties hereto acknowledge and agree that Parish shall not:

- a. Withhold federal or state income taxes;
- b. Withhold federal social security tax (FICA);
- c. Pay federal or state unemployment taxes for the account of the CARE Center; or
- d. Pay workman's compensation insurance premiums for coverage for the CARE Center;

The CARE Center agrees to be responsible for and to pay all applicable federal and state income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes.

The CARE Center agrees to indemnify and hold Parish harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from Parish's treatment of the CARE Center as an independent contractor.

The CARE further agrees to reimburse Parish for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

SECTION 5-INDEMNIFICATION

The Parish, its agents and employees shall not be liable for any loss, damage, injuries, or other casualty or claim of any kind whatsoever or caused by whomsoever, to the person or property (including the CARE Center) arising out of or resulting from the operation of the CARE Center, whether due in whole or in part to negligent acts or omissions of the Parish, its agents or employees, and the CARE Center hereby agrees to indemnify and hold the Parish, its agents and employees harmless from and against all claims, demands, liabilities, suits or actions (including all reasonable expenses and attorneys' fees incurred by or imposed on the Parish in connection therewith) for any such loss, damage, injury or other casualty. The CARE Center also agrees to pay all reasonable expenses and attorneys' fees incurred by the Parish in connection with the provisions of this SECTION.

SECTION 6-REPORTS

Quarterly narrative reports shall be furnished to the Parish's Chief Administrative Officer, Director of Finance and the Parish President.

SECTION 7-COST AND COLLECTION RECORDS

The Parish shall be entitled to audit the books, documents, papers and records of the Board of Directors of the CARE Center pertaining to funding, expenses and financial documents. The CARE Center shall maintain all books, documents, papers, accounting records and other evidence pertaining to funds collected and shall make such materials available at their respective offices at all reasonable times during the agreement period and for three years from the date of final payment under this Agreement, for inspection by the Parish, and copies thereof shall be furnished if requested. This shall not include any documentation which is privileged or confidential by law, regulations, or any other authority.

SECTION 8-NOTICE

All notices and correspondence required shall be addressed as follows:

ST. CHARLES PARISH:

Larry Cochran
Parish President
St. Charles Parish
Government St. Charles
Parish Courthouse 15045
River Road
Hahnville, LA 70057

ST. CHARLES COMMUNITY CARE CENTER FOUNDATION INC.:

Lauren M. Johnson
Executive Director
PO Box 682
Hahnville, LA 70057

SECTION 9-TERMINATION

This Agreement may be terminated by either party by giving the other party sixty (60) days written notice of such intention.

SECTION 10-ASSIGNMENT

This Agreement shall be binding upon the successors and assigns for the parties hereto.

SECTION 11-JURISDICTION

The CARE Center does, by signing this Agreement, yield to the jurisdiction of the 29th Judicial District Court, Parish of St. Charles and formally waives any pleas of lack of jurisdiction, in the event of a suit under this Agreement.

SECTION 12-SEVERABILITY

If any provision of this Agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be amended it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provisions of this Agreement.

SECTION 13-ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parish and the CARE Center, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written consent signed by both the Parish and the CARE Center.

PARISH OF ST. CHARLES

By: 
Larry Cochran, Parish President

Date: 12/12/19

ST. CHARLES COMMUNITY CARE CENTER FOUNDATION, INC.

By: 
Lauren Johnson

Date: 12/23/2019