

ORD.

2016-0343

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT

ORDINANCE NO. 16-10-2

An ordinance to approve and authorize the execution of an Intergovernmental Participation Agreement with Terrebonne Parish Consolidated Government for use of the Terrebonne Parish Juvenile Justice Complex.

WHEREAS, the St. James Youth Detention Center in St. James Parish is no longer in operation; and,

WHEREAS, the Assumption Youth Detention Center in Assumption Parish is no longer in operation; and,

WHEREAS, the Parish of St. Charles is in need of a facility to house juveniles who enter the juvenile justice system; and,

WHEREAS, Terrebonne Parish currently has a Juvenile Justice Complex in Terrebonne Parish; and,

WHEREAS, St. Charles Parish desires to enter into a participation agreement with Terrebonne Parish to lease space at the Terrebonne Parish Juvenile Justice Center for housing, care, and maintenance of juvenile detainees.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Intergovernmental Participation Agreement between the Parish of Terrebonne and the Parish of St. Charles is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Intergovernmental Participation 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, FISHER-PERRIER
NAYS: NONE
ABSENT: FLETCHER

And the ordinance was declared adopted this 3rd day of October, 2016, to become effective five (5) days after publication in the Official Journal.

2016-0343 Terrebonne Youth Detention Center Ordinance

CHAIRMAN: *Wesley Benedetto*
SECRETARY: *[Signature]*
DLVD/PARISH PRESIDENT: *10/7/16*
APPROVED: *[Signature]* DISAPPROVED: _____
PARISH PRESIDENT: _____
RETD/SECRETARY: *90/05/16*
AT: *10:10a* RECD BY: *[Signature]*

STANDARD INTERGOVERNMENTAL PARTICIPATION AGREEMENT
FOR LEASE OF SPACE TO HOUSE JUVENILES
AT THE TERREBONNE PARISH JUVENILE JUSTICE COMPLEX
FROM PARTICIPATING PARISH

I. THE PARTIES

BE IT KNOWN, that the following entities, through their undersigned authorized representatives, do hereby enter into this Participation Agreement under the following terms and conditions:

1.1. TERREBONNE PARISH CONSOLIDATED GOVERNMENT ("TPCG"), a political subdivision of the State of Louisiana, through its duly authorized representative, the Parish President of Terrebonne Parish Consolidated Government, by virtue of Terrebonne Parish Council Ordinance No. 8765; and

and

1.2. PARTICIPATING AGENCY/PARISH ("PARTICIPANT"), whose pertinent information is as follows:

PARTICIPANT NAME: ST. CHARLES PARISH
MAILING ADDRESS: P.O. BOX 302, HAHNVILLE, LA 70057
FACILITY NAME: ST. CHARLES PARISH
FACILITY LOCATION: 15045 RIVER ROAD, HAHNVILLE
AUTHORIZED AGENT: LARRY COCHRAN, PARISH PRESIDENT
AGENT'S TELEPHONE: (985) 783-5000

by virtue of the Ordinance of the Participating Parish's governing authority, which is attached hereto and incorporated into this agreement;

II. PREAMBLES

2.1. WHEREAS, Terrebonne Parish Consolidated Government, owns and operates the Terrebonne Parish Juvenile Justice Complex, 180 Government Street, Gray, Louisiana 70359, Telephone (985) 853-1201 ("TPJJC"), as part of the TPCG's juvenile justice system, where it houses certain juveniles in accordance with La. R.S. 15:1099.6 (hereinafter "juvenile detainees");

2.2. WHEREAS, Similarly, Participant houses juvenile detainees at its facility described hereinabove, hereinafter referred to as "Participant's Facility";

2.3. WHEREAS, Louisiana Revised Statute 15:1099.1, *et seq.* authorizes the Participant and Terrebonne Parish Consolidated Government to enter into a participation agreement wherein TPCG leases a portion of the TPJJC to Participant and provides for the care and maintenance of juveniles from the Participant's Facility at the TPJJC pursuant to the provisions of Subpart G of Part XI, Chapter 7, Title 15 of the Louisiana Revised Statutes;

2.4. WHEREAS, Participant desires to lease space at the TPJJC for housing, care and maintenance of juveniles detainees from Participant in accordance with the above cited law and TPCG Charter Section 2-11(a)(11) concerning leasing of TPCG property;

2.5. NOW THEREFORE, in consideration of the advantages accruing to the parties hereto, Participant and TPCG desire to enter into this Participation Agreement for the purposes described herein, of leasing space to the Participant in the event the need arises;

III. SCOPE OF LEASE

3.1. TPCG does hereby lease to Participant and reserve space in the TPJJC to accommodate up to three (3) juvenile detainees.

3.2. The space leased herein is to be used for the temporary housing of Participant's juvenile detainees awaiting trial or other disposition of their cases, runaways, and/or juveniles awaiting transfer to the Office of Juvenile Justice. In accordance with to La. R.S. 46:1906(B)(4), the space leased herein shall not be used for the housing of any juvenile who has been adjudicated delinquent or in need of services in a Families in Need of Services case and placed in the custody of the Office of Juvenile Justice.

3.3. In conjunction with the leased space, TPCG shall provide each juvenile detainee with a bed, food, clothes and shoes, customary medical treatment as required by law by TPJJC's on-site nurse or physician only, including basic over-the-counter medications as administered by or at the direction of TPJJC's on-staff nurse or physician, and any other services as customarily provided to TPCG juveniles, except as excluded by Sections 3.5. and 3.6. below.

3.4. Unless otherwise expressly agreed to in writing by the parties, any expense or costs for the housing, maintenance, transportation, or medical treatment of Participant's juvenile detainees not expressly covered by this lease shall be invoiced to Participant and reimbursed by Participant to TPCG.

3.5. Participant is and shall be solely responsible for the cost and risk of transporting its juvenile detainees to and from the TPJJC for any reason, including, but not limited to, travel for court appearances and medical treatment, travel from the Participant's Facility to the TPJJC for admission, and travel from TPJJC following a juvenile's release from the TPJJC. TPCG shall not provide transportation of Participant's juvenile detainees housed at TPJJC for any reason whatsoever, except as necessary for evacuation in the event Participant's juvenile detainees are evacuated from the TPJJC by TPCG or as required for necessary medical treatment. In the event TPCG provides transportation for Participant's juvenile detainees, TPCG shall invoice Participant for costs and expenses of transportation, and Participant shall reimburse TPCG in accordance with Article V of this Agreement. This is in addition to lease payments.

3.6. Participant is and shall be solely responsible for the expense and costs of medical treatment of Participant's juvenile detainees administered by any health care provider other than TPJJC's on-site nurse or physician, including providing prescription medication to its juvenile detainees placed at the TPJJC. Participant and TPCG shall coordinate a plan to provide prescription medications to juvenile detainees placed at the TPJJC by the Participant, in accordance with prescription medication protocol already in place at the TPJJC. The plan shall address Medicaid eligible juveniles.

Should any juvenile detainee placed at the TPJJC by the Participant require any medical treatment beyond the customary medical treatment provided by the TPJJC staff, the parties shall develop and coordinate a plan to provide extraordinary medical treatment to be paid for by the Participant. This plan shall address Medicaid eligible juveniles. It is the intent of this Agreement that Participant directly pay for its juvenile detainees' medical treatment beyond the customary medical treatment afforded by TPCG. However, in the event TPCG incurs expenses for the necessary medical treatment of Participant's juvenile detainees, other than the customary medical treatment afforded by TPCG, TPCG shall invoice Participant for those costs and expenses, and Participant shall reimburse TPCG in accordance with Article V of this Agreement. This is in addition to lease payments.

3.7. If any of Participant's juvenile detainees have any rights to any healthcare, indemnity and/or insurance benefits, Participant shall assist in disclosing same to TPCG and to the juvenile's healthcare providers, insurers, and other responsible parties. Upon request of TPCG, Participant shall assist in acquiring any necessary HIPPA waivers or other necessary waiver/permission forms from its juvenile detainees, or their parents, tutors, or any other custodial guardian. If necessary, Participant shall bear all legal costs in the event of court intervention.

3.8. TPCG shall maintain an evacuation plan which provides for the evacuation and temporary housing of juvenile detainees housed at the TPJJC in the event of an emergency or natural disaster which requires evacuation of the TPJJC. In the event evacuation of the TPJJC is required, TPCG

shall make every reasonable effort to release Participant's juvenile detainees into the custody of Participant pursuant to court orders. Otherwise, Participant's juvenile detainees shall be subject to the evacuation plan of the TPJJC. TPCG shall provide Participant evacuation information. Participant shall not be entitled to a reduction in the lease amount in the event Participant's juvenile detainees are evacuated.

3.9. Notwithstanding any provision herein, in the event of a parish-wide declared state of emergency, the TPJJC shall be under the orders of the Parish President of the Terrebonne Parish Consolidated Government as provided by La. R.S. 29:727.

3.10. TPCG shall maintain, for the duration of this Agreement, the right to refuse to house any juvenile detainee for any reason, and Participant shall provide transportation at Participant's cost for any juvenile released from the TPJJC under this provision. Participant shall pick up the juvenile detainee within 24 hours of notice by the TPCG to the Participant that the juvenile has been refused housing. Thereafter, TPCG may transport the juvenile to Participant's facility and invoice Participant for the cost of transportation. This charge shall be in addition to lease payments.

3.11. The parties shall cooperate and consult with each other in order to assure that the purposes of this Agreement and the goals of the authorizing law may be achieved for the good of the juveniles, the parties to this agreement.

IV. TERM

4.1. The term of this Agreement shall commence on the 4th day of October 2016, and this lease shall be a month to month lease. As long as Participant is occupying leased space, all obligations, terms, and conditions herein shall apply at all times.

V. CONSIDERATION AND PAYMENT SCHEDULE

5.1. In consideration of the lease of space and provision of services by TPCG described herein, Participant shall pay to TPCG a rate of Two Hundred Fifty-Six and No/100 (\$256.00) Dollars per juvenile detainee space leased per day as follows:

5.1.1. TPCG shall maintain a daily record of Participant's juvenile detainees occupying Participant's leased spaces, as well as a record of other reimbursable expenses owed by Participant. Calculation of days shall include the juvenile's admission date, release date, and every day in between.

5.1.2. TPCG shall invoice Participant on a monthly basis, and payment is due within 30 days of the date of invoice. Any payments received after 30 days of the date of invoice shall be considered past due, and any past due amounts shall be assessed interest at a rate of 1.5% of the principal amount due. Interest shall accrue monthly on any past due amount. In the event TPCG obtains the services of an attorney to collect any amounts due under this contract, TPCG shall be entitled to reasonable attorney fees and expenses and court costs.

5.2. In the event Participant finds that it needs additional space, Participant may place additional juveniles at TPJJC upon approval by TPCG and written consent of the parties, subject to the availability of space, and provided Participant is not in default of the provisions of this Agreement. Such written consent shall be annexed as an addendum to this Agreement, and shall be incorporated herein.

5.3. No additional costs or expenses incurred by Participant in performance of this Agreement shall be reimbursed or paid by the TPCG unless agreed upon in writing by the parties.

VI. TERMINATION

6.1. This agreement shall be terminated under any or all of the following conditions:

6.1.1. By written mutual agreement and consent of the parties hereto.

6.1.2. For convenience: By sixty (60) days written notice by TPCG to Participant.

6.1.3. For cause: Either party may terminate this Agreement for cause based upon the failure of the other party (“defaulting party”) to comply with the terms and/or conditions of the Agreement; provided that terminating party shall give the defaulting party written notice specifying its failure. If within thirty (30) days after receipt of such notice, the defaulting party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, the terminating party may, at its option, place the defaulting party in default and the Agreement shall terminate on the date specified in such notice. The terminating party may exercise any rights available to, in, and under Louisiana law to terminate for cause upon the failure of the defaulting party to comply with the terms and conditions of this Agreement; provided that the terminating party shall give the defaulting party written notice specifying the defaulting party’s failure and a reasonable opportunity for the defaulting party to cure the defect.

6.1.4. For non-appropriation: In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on the non-appropriating party as to such current or succeeding fiscal year, and said Agreement shall become null and void, and no right of action shall accrue to the benefit of the other party, its successors or assigns for any further payments.

6.2. If this Agreement is terminated for any reason, TPCG shall refund Participant’s pre-paid funds, on a pro-rata basis, from the date of termination of this Agreement.

6.3. Articles III, V, VII, VIII, X, XII, XIII, XIV, XV, XVII, XVIII, XIX, and XXII shall survive termination of this Agreement.

VII. INSURANCE

7.1. For the duration of this Agreement, Participant shall purchase and maintain in its name General Liability, Business Automobile, and Law Enforcement Legal Liability insurance coverage in the minimum amount of \$500,000.00 per occurrence as necessary to cover claims for personal injury and property damages arising out of the housing, maintenance, and transportation, of juvenile detainees, and the operation of its own facility. Participant shall endorse these policies adding Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees and volunteers as Additional Insureds and shall provide Waiver of Transfer of Rights of Recovery Against Others to Us and a waiver of subrogation in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers.

7.2. Each Participant shall provide TPCG with certificates of insurance. Also, Participant shall provide TPCG with full, certified copies of insurance policies, upon request.

VIII. INDEMNIFICATION

8.1. The Participant agrees to defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortious, or implied, arising from this agreement, whether for breach of contract, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of Participant, its subParticipants, agents, servants, officers and/or employees, related to the performance or nonperformance of the Contract herein entered into, including and as a result of any such claims, lawsuits and demands, the Participant agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits related thereto, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Damages are defined to include, but not be limited to, general, special, punitive, exemplary, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses.

IX. NO WAIVER

9.1. The failure of the either party to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this Agreement.

X. ASSIGNMENT

10.1. Neither party shall assign any of its rights, privileges and obligations, in whole or in part, in any manner except by operation of law without the prior written consent of the other party. In case of such assignment or succession so consented to, all of the conditions and provisions herein shall apply to the original party and such substituted party.

XI. ENTIRE AGREEMENT/AMENDMENT

11.1. The four corners of this Agreement, including any attachments that are expressly referred to in this Agreement, contain the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth.

11.2. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.

XII. COMPLIANCE WITH LAWS

12.1. The parties hereto and their employees, contractors, and agents shall comply with all applicable federal, state, and local laws and ordinances in carrying out the provisions of this agreement, as well as all applicable regulations promulgated by state and federal agencies, including, but not limited to, the Louisiana Department of Public Safety and Corrections, the Office of Juvenile Justice, and the U.S. Department of Justice.

XIII. CHOICE OF LAW AND VENUE

13.1. To the fullest extent allowed by law, this agreement shall be governed and interpreted by Louisiana Law and the provisions of this agreement shall be enforced and brought in the Thirty-Second Judicial District Court, Terrebonne Parish, Louisiana.

XIV. SEVERABILITY

14.1. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

XV. AUDIT

15.1. It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data, records and accounts of the parties which relate to this Agreement, upon request.

15.2. Each party herein shall maintain all books and records pertaining to this Agreement for a period of at least three (3) years after the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

XVI. DISCRIMINATION CLAUSE

16.1. Participant agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, as amended, the Age Act of 1975, as amended, and Brown agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. Brown agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color,

religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. The Brown acknowledges and agrees that any act of unlawful discrimination committed by Brown, or any other failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

XVII. LEGAL COMPLIANCE

17.1. The Parties shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement.

XVIII. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE

18.1. The parties expressly agree that Participant is an independent contractor as defined in R.S. 23:1021(7) and, as such, expressly agree that neither party shall not be liable to the other party or to anyone employed by the other party for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana.

XIX. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE

19.1. TPCG and Participant expressly declare and acknowledge that Participant is an independent contractor. Consequently, neither Participant nor anyone employed or contracted by Participant shall be considered an employee of the TPCG for the purpose of unemployment compensation coverage. Likewise, neither TPCG nor anyone employed or contracted by TPCG shall be considered an employee of the Participant for the purpose of unemployment compensation coverage.

XX. FORCE MAJEURE

20.1. Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

XXI. EMPLOYMENT OF TPCG PERSONNEL

21.1. Participant certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the TPCG.

XXII. LIABILITY FOR ACTIONS OF JUVENILE DETAINEE

22.1. Subject to the rights and obligations of indemnification under this Agreement, the parties hereby agree that the parents or tutors of any juvenile detainee housed in the TPJJC shall, at all times pertinent to this Agreement, maintain vicarious parental liability under La. C.C. arts. 223, 225, and 2318, for any injuries or damages caused or occasioned by their minor child.

XXIII. REMEDIES FOR DEFAULT

23.1. In the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana including but not limited to injunctive relief or all other remedies allowed under Louisiana contractual law.

XXIV. NOTICES

24.1. All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party addressed as follows:

24.1.1. Terrebonne Parish Consolidated Government
Attn: Parish President
PO Box 2768
Houma, LA 70361

With a copy to:
TPJJC Director
180 Government Street,
Gray LA 70359

24.1.2. Participant: ST. CHARLES PARISH
Attn: LARRY COCHRAN, PARISH PRESIDENT
P.O. BOX 302
Hahnville, LA

XXV. EXECUTION

25.1. Participant

THUS DONE AND SIGNED AT the city of Jestrehan, parish/county of St. Charles, state of LOUISIANA on the 10th day, of Oct. 2016, in the presence of the undersigned competent witnesses, and me, Notary Public, duly authorized and acting for and in the said county/parish and state.

WITNESSES:

Re S. Daley
ROBINS. DEKAHOSSAYE
Dawn H. Higdon
DAWN H. HIGDON

X: [Signature]
By: LARRY COCHRAN
Its: PRESIDENT

NOTARY PUBLIC

ROBERT L. RAYMOND
NOTARY #15331
LSBA #11408

25.2. Terrebonne Parish Consolidated Government.

THUS DONE AND SIGNED AT Houma, Terrebonne Parish, Louisiana, on the 2 day, of Nov. 2016, in the presence of the undersigned competent witnesses, and me, Notary Public, duly authorized and acting for and in the parish and state first ascribed.

WITNESSES:

Terrebonne Parish Consolidated Government

Leilani N. Hardee
Leilani N. Hardee

[Signature]
By: Parish President
Its: Parish President

Deborah W. Ortega
Deborah W. Ortega

[Signature]
NOTARY PUBLIC
#14367
JULIUS P. HEBBERT, JR