

INTERGOVERNMENTAL COOPERATIVE ENDEAVOR AGREEMENT
AMONG ST. CHARLES PARISH HOSPITAL, ST. CHARLES PARISH SCHOOL BOARD, ST.
CHARLES PARISH SHERIFF DEPARTMENT, ST. CHARLES PARISH HOUSING
AUTHORITY, AND ST. CHARLES PARISH

THIS INTERGOVERNMENTAL COOPERATIVE ENDEAVOR AGREEMENT (“Agreement”) is made and entered into effective the ____ day of _____ 2024, by and among ST. CHARLES PARISH, a political subdivision of the St. of Louisiana, located at P.O. Box 302, 15045 River Road, Hahnville, LA 70057, acting herein by and through its President, who is duly authorized to act on behalf of said Parish, (hereinafter “Parish”), and the following Recipients:

- A. ST. CHARLES PARISH HOSPITAL SERVICE DISTRICT #1 d/b/a/ St. Charles Hospital (hereinafter “Hospital”), a political subdivision of the State of Louisiana and corporate body, located at 1057 Paul Maillard Road, Luling, Louisiana 70070, acting herein by and through its Chief Executive Officer, who is duly authorized to act on behalf of said Hospital Service District;
- B. ST. CHARLES PARISH SCHOOL BOARD, (hereinafter “School Board”), a political subdivision of the St. of Louisiana, located at 13855 River Road (Highway 18), Luling, Louisiana 70070, acting herein by and through its Superintendent, who is duly authorized to act on behalf of said School Board;
- C. ST. CHARLES PARISH SHERIFF’S OFFICE (hereinafter “Sheriff Department”), a political subdivision of the St. of Louisiana, located at 260 Judge Edward Dufresne Parkway, Luling, Louisiana 70070, acting herein by and through its Sheriff, who is duly authorized to act on behalf of said Sheriff’s Office; and
- D. ST. CHARLES PARISH HOUSING AUTHORITY (hereinafter “Housing Authority”), a political subdivision of the St. of Louisiana, located at 200 Boutte Estates Drive, Boutte, Louisiana 70039, acting herein by and through its Director, who is duly authorized to act on behalf of said Housing Authority.

ARTICLE I - RECITALS

WHEREAS, Act 167 of the 2022 Regular Session of the Louisiana Legislature, created the “Hurricane Ida Recovery Fund” and authorized and directed the state treasurer to transfer thirty-three million dollars from the State General Fund (Direct) to the Fund;

WHEREAS, Act 167 of the 2022 Regular Session of the Louisiana Legislature provides for an expenditure of State funds for the benefit of political subdivisions including school boards, sheriff offices, hospital and housing districts, that suffered property loss or damage caused by Hurricane Ida. The sum of **FOUR MILLION, TWENTY-EIGHT THOUSAND THREE HUNDRED EIGHT AND NO/100 (\$4,028,308) DOLLARS** has been allocated to the St. Charles Parish on behalf of the parish’s eligible entities (hereinafter referred to as Recipient(s)) and attached as **Attachment A and A-1**;

WHEREAS, St. Charles Parish executed a Letter of Agreement with the Louisiana Department of Treasury and the State of Louisiana on March 27, 2023, and subsequently an Amendment and Supplement of Letter Agreement dated July 31, 2023, regarding the allocation of the above-referenced funds, within which St. Charles Parish affirmed and certified that the award made to it shall be used in accordance with the program rules approved by the Joint Legislative Committee on the Budget on January 20, 2023 and attached as **Attachment B**.

WHEREAS, the Hospital, School Board, Sheriff Department, and Housing Authority do hereby certify that the awards allocated in Attachment B do not in any way duplicate any prior federal or state disaster funds received through any law or program, or insurance proceeds for the purposes described herein.

WHEREAS, pursuant to Article 7, Section 14 (C) of the Louisiana Constitution of 1974, and statutory authority supplemental thereto, the State of Louisiana and its political subdivisions, including all parties herein, may enter into cooperative endeavors with each other, or with any public or private corporation or individual for public purposes;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto enter into this intergovernmental cooperative endeavor agreement on the following terms and conditions:

ARTICLE II - SCOPE OF SERVICES

- 2.1 St. Charles Parish and each Recipient shall expend all funds in accordance with Act 167 of the 2022 Regular Louisiana Legislative Session and Act 410 of the 2023 Regular Louisiana Legislative Session.
- 2.2 Each Recipient will provide the St. Charles Parish and the Department of the Treasury of the State of Louisiana (“Agency”) written **Progress Reports (Attachment C)** outlining the Recipient's services and performance consistent with the provisions and objections of this Agreement. **Cost Reports (Attachment D and D-1)** will provide detailed cost information outlining the use of the above-referenced funds. Progress reports and cost reports are required for disbursement and Recipient level expenditures and activities. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the St. Charles Parish and Recipient, and shall be subject to audit, as hereinafter stated. These reports shall be due and delivered to the Agency on or before April 3, 2023; June 30, 2023; September 30, 2023; December 31, 2023; March 1, 2024; and June 30, 2024, there being no exceptions or waivers of the June 30, 2024 reporting due dates. Each recipient shall deliver these reports to St. Charles Parish no later than twenty-one (21) days prior to each above referenced due date to the Agency.
- 2.3 Each Recipient assures the elected and/or appointed officials or their family members will not receive (directly or indirectly) any part of funds awarded through this appropriation. State law defines “immediate family” as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1101 et seq.

ARTICLE III - AGREEMENT MONITOR

- 3.1 The Grant Monitor for this Agreement is Rachel Kincaid, Deputy Treasurer, Administrative Division of the Department of the Treasury who can be contacted by phone 225-342-0021 or email rkincaid@treasury.la.gov. The Contact for St. Charles Parish for this Agreement is Carla A. Chiasson, Grants Officer for St. Charles Parish, who can be contacted by phone 985-783-5165 or email at cchiasson@stcharlesgov.net.

- 3.2 Monitoring Plan: During the term of this Agreement, each Recipient shall discuss with the Monitor the progress and results of the project, any deficiencies noted, and other matters relating to the project. The Monitor shall review and analyze the Recipient's Progress and Cost Report to ensure that St. Charles Parish and the Recipient are in compliance with the requirements of the Agreement, and shall:
- a. Contact the Recipient to secure any missing deliverables.
 - b. Maintain telephone and/or email contact with the Recipient on Agreement activity and, if necessary, make visits to the Recipient's site in order to review the progress and completion of the Recipient's project to assure that performance goals are being achieved, and to verify information when needed.
 - c. Assure that expenditures in **Attachment D and D-1 Cost Report(s)** are in compliance with the Act 167 of the 2022 Regular Session of the Louisiana Legislature.

ARTICLE IV - PAYMENT TERMS

- 4.1.1 All grant funds will be issued by written check or electronic funds transfer from St. Charles Parish to the Recipient after review and approval of Recipient's documentation by the Department of the Treasury for the State of Louisiana. Each Recipient shall submit two (2) copies of all supporting funding documentation to St. Charles Parish, who will forward one copy to the Department of the Treasury. In the event of a written check, grant funds will be issued in the name of the Recipient by designation of the Recipient as payee and mailed to the mailing address provided in the letter of agreement. No funds will be issued by St. Charles Parish until reviewed and approved by Department of the Treasury for the State of Louisiana. Any unexpended funds or funds not approved for Recipient will be retained by St. Charles Parish or returned to the State of Louisiana if applicable.
- 4.2 Payments by St. Charles Parish under this Agreement will only be allowed for eligible expenditures occurring between and including the dates of August 29, 2021 and June 30, 2024, unless extended by Act of the Louisiana Legislature providing such extension.

- 4.3 The Monitor shall monitor progress on a monthly basis. If the St. Charles Parish or the State of Louisiana determines that the Recipient has failed to use the funds within the estimated duration of the project or failed to reasonably comply with the program rules, without sufficient justification, St. Charles Parish or any agency of the State of Louisiana shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. If any Recipient defaults on the agreement, breaches the terms of the agreement, and does not return unexpended funds upon demand, the agreement shall be turned over to the Attorney General's Office, Collections Section for collection purposes.
- 4.4 Taxes: Each Recipient hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Recipient's obligation and identified under this Agreement and/or legislative appropriation shall be the Recipient's obligation and identified under the following tax identifications numbers:

St. Charles Parish Hospital Service District #1: #72-6014606

St. Charles Parish School Board: #72-6001209

St. Charles Parish Sheriff's Office: #72-6001212

St. Charles Parish Housing Authority: #72-0649932

ARTICLE V - TERMINATION FOR CAUSE

- 5.1 St. Charles Parish may terminate this agreement for cause based upon the failure of the any party to comply with the terms and/or conditions of the Agreement; provided that the State of Louisiana and/or St. Charles Parish shall give the Recipient written notice specifying the Recipients failure. If within forty-five (45) days after receipt of such notice, the Recipient has not either corrected such failure or, in the case which cannot be corrected in thirty (45) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State of Louisiana and/or St. Charles Parish may, at its option, place the Recipient in default and the Agreement shall terminate on the date specified in such notice.

ARTICLE VI - OWNERSHIP

- 6.1 All records, reports, documents and other material delivered or transmitted to the Recipient by the any entity shall remain the property of the State of Louisiana and shall be returned by St. Charles Parish or Recipient to the State at the Recipient's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by the St. Charles Parish or Recipient in connection with performance of the services contracted for herein shall become the property of the State of Louisiana, and shall, upon request, be returned by St. Charles Parish or Recipient to the State at St. Charles Parish's or Recipient's expense at termination or expiration of this agreement.

ARTICLE VII - ASSIGNMENT

- 7.1 Recipient shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State of Louisiana and St. Charles Parish, provided however, that claims for money due or to become due to St. Charles Parish or Recipient from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

ARTICLE VIII - AUDITOR'S CLAUSE

- 8.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or St. Charles Parish shall have the option of auditing all records and accounts of each Recipient, which relate to this Agreement.
- 8.2 St. Charles Parish and any Recipient and contractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the expiration of the agreement.

ARTICLE IX - AMENDMENTS IN WRITING

- 9.1 Any alteration, variation, modification, or waiver of provision of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the State of Louisiana, Secretary of Treasurer. This agreement may not be amended after the expiration date.

ARTICLE X - TERM OF AGREEMENT

- 10.1 This Agreement shall begin on _____, 2024, and shall terminate on June 30, 2024, unless extended by Act of the Louisiana Legislature providing such extension. Every effort should be made to incur approved expenses by June 30, 2024.

ARTICLE XI - DISCRIMINATION CLAUSE

- 11.1 St. Charles Parish, Recipient, contractors or subcontractors hired to do work pursuant to this Agreement agree 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, the Age Act of 1975, and further agree to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting party and any contractors or subcontractors agree not to discriminate in its employment practices and will render services under this agreement without regard to age, race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Recipient, its contractors or subcontractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

ARTICLE XII - CERTIFICATION BY RECEPIENT AND CONTRACTORS

- 12.1 St. Charles Parish shall obtain from Recipient and contractors certifications contained in **Attachment E and E-1** which shall acknowledge the terms and obligations of this agreement and binding themselves to performance therein.

ARTICLE XIII - NOTICES

- 13.1 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:

St. Charles Parish
P.O. Box 302
Hahnville, LA 70057
Attn: Grant Dussom, Finance Director

St. Charles Parish Hospital Service District No. 1
1057 Paul Maillard Rd.
Luling, LA 70070
Attn: Keith Dacus

St. Charles Parish School Board
13855 River Road (Highway 18)
Luling, Louisiana 70070
Attn: Dr. Ken Oertling, Superintendent

St. Charles Parish Sheriff's Office
260 Judge Edward Dufresne Parkway
Luling, Louisiana 70070
Attn: Maurice Bostick

St. Charles Parish Housing Authority
200 Boutte Estates Drive
Boutte, LA 70039
Attn: Youlondar Prevost

ARTICLE XIV – ENTIRE AGREEMENT

- 14.1 St. Charles Parish and Recipients acknowledge that in entering into and accepting this Agreement, they rely solely upon the representations and statement contained in this Agreement and no others. This Agreement supersedes and replaces any and all prior agreements, negotiations and discussions between the parties hereto with regard to the terms, obligations and conditions set forth herein.

ARTICLE XV – INDEMNIFICATION

- 15.1 Each Recipient shall indemnify and hold harmless the St. Charles Parish, its employees, agents and representatives, against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by any reason of any negligent act by the Recipient, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.

ARTICLE XVI - EXCLUSIVE JURISDICTION AND VENUE

- 16.1 For all claims arising out of or related to this agreement, each Recipient hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles, State of Louisiana, and expressly waives any (a) pleas of jurisdiction based upon its's residence and (b) right of removal to Federal Court based upon diversity of citizenship.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly-authorized representatives as of the day and year first above written.

St. Charles Parish

By: _____

Matthew Jewell, Parish President

St. Charles Parish Hospital Service

District #1

By: _____

Keith Dacus, Chief Executive Officer

St. Charles Parish School Board

By: _____

Dr. Ken Oertling, Superintendent

St. Charles Parish Sheriff's Office

By: _____

Maurice Bostick, Director of Business

St. Charles Parish Housing Authority

By: _____

Youlondar Prevost, Interim Director