COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
CITY OF HAMMOND
AND
CHILD ADVOCACY SERVICES, INC.

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "Agreement"), is made and entered into this _____ day of _____, 2017, by and between:

CITY OF HAMMOND (hereinafter referred to as "City"), represented herein by its duly authorized Mayor, Pete Panepinto, and

CHILD ADVOCACY SERVICES, INC. (hereinafter referred to as "CAS", represented herein by its Chief Executive Officer, Rob Carlisle,

who agree as follows:

WHEREAS, Article VII, Section 14 (C) of the Constitution of the State of Louisiana provides that, "For a public purpose, the state and its political subdivisions…may engage in cooperative endeavors with each other, with the United States or its agencies, or with an public or private association, corporation, or individual";

WHEREAS, the City has all powers not denied by any charter or general law or inconsistent with the constitution, including by not limited to the authority to exercise general police power, as well as to pass ordinances to promote, protect, and preserve the general welfare, safety, health, peace, and good order of the City;

WHEREAS, CAS was incorporated in 1993 as a not-for-profit corporation under the laws of Louisiana, to provide advocacy, forensic interviews, and prevention resources/education services to give voice, healing, and security to children;

WHEREAS, CAS also accepts funds from municipalities and other sources and uses those funds to conduct forensic interviews through their Children's Advocacy Center Program with children who may have been abused; to provide advocacy and resources to children and families through their CASA Program; and to conduct additional community education and prevention services on child abuse prevention, safety and protection, dating violence, and childhood development factors;

WHEREAS, as part of law enforcement efforts and to improve the quality of life for Hammond children and families, the City desires to cooperate with CAS in the operation of the City's law enforcement child abuse prevention programs and to provide funds to CAS in connection with its Services, which are hereinafter provided;

WHEREAS, the public purpose of this endeavor is to assist with law enforcement, the City Court of Hammond with services to improve child safety and child abuse prevention efforts in the City of Hammond (the "Services");

WHEREAS, the City has a reasonable expectation of receiving a benefit or value described in detail that is at least equivalent to or greater than the consideration described in this Agreement;

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties hereto agree as follows:

I. SCOPE OF SERVICES

CAS will accept funds from the City and expend those funds to provide ongoing advocacy and resources to each child and family referred to its program; provide all services to anyone referred to its CAC Program free of charge, conduct ongoing education and prevention services for interested groups on child abuse prevention, safety and protection, mandated reporting, dating violence, and childhood development factors; such other services as deemed necessary for the protection of children; and continue to accept referrals and work in partnership with Hammond Police Department on matters involving sexual assault to children in order to benefit the City.

II. OBLIGATIONS OF THE CITY

The City agrees and obligates itself to pay to CAS $10,000 in the fiscal year 2017-2018. No additional costs or expenses incurred by the CAS in performance of this Agreement shall be reimbursed or paid by the City unless agreed upon in writing by the parties.

III. OBLIGATIONS OF CAS

CAS agrees and obligates itself to the Scope of Services as described in Section I and to provide semi-annual updates of its obligations under the Agreement, as well as its program goals, services, outreach/marketing efforts, fundraising efforts, and overall budget. CAS shall have completed an independent financial audit of its books at the end of its fiscal year, in accordance with Louisiana Revised Statutes 24:513, and shall present to the City a copy of said audit. The City shall be allowed to audit all aspects of the operations of CAS including expenditures and income. CAS shall maintain accurate books and records of the operations for a lease three (3) years and shall deliver such records to the City upon request.

IV. TERMINATION FOR CAUSE

Either party may terminate this Agreement for cause based upon the failure of the other party to comply with the terms and/or conditions of the Agreement; provided that the party shall give other written notice specifying the other party's failure. If within thirty (30) days after receipt of such notice, the party has not 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, then the terminating party may, at its option, place the other party in default and the Agreement shall terminate on the date specified in such notice. The terminating party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the other party to comply with the terms and conditions of this Agreement; provided that the terminating party shall give the other party written notice specifying its failure and a reasonable opportunity for the party to cure the defect.

V. ASSIGNMENT

CAS shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or notation), without prior written consent of the City.

VI. AUDIT CLAUSE

It is hereby agreed that CAS will follow the provisions, as applicable, in the Louisiana Audit Law (Louisiana Revised Statutes 24:513). 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 CAS which relate to the Agreement, upon request. CAS shall maintain all books and records pertaining to the Agreement for a period of three years after the date of final payment under the prime contract and any subcontract entered into under this Agreement or three years from the date of termination of the prime contract and any subcontract entered into under this Agreement, whichever is later.

VII. AMENDMENTS IN WRITING

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

VIII. TERM OF AGREEMENT

The term of this Agreement shall be from July 1, 2017 to June 30, 2018, unless sooner terminated as provided in Section IV.

IX. DISCRIMINATION CLAUSE

CAS 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, the Age Act of 1975, and CAS agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

CAS agrees not to discriminate in its employment practices, and will render services under this contract with regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by CAS, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

X. PARTIAL INVALIDITY; SERVERABILITY

If any term, covenant, condition, or provision 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, 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 permitted by law.

XI. NOTICES

All notices and other communications pertaining to the Agreement shall be in writing and shall be transmitted with by person 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:

If to the City:

Pete Panepinto, Mayor
City of Hammond
P. O. Box 2788
Hammond, LA 70404

If to CAS:

Rob Carlisle
Child Advocacy Services
1504 W. Church Street
Hammond, LA 70401

XII. CONTROLLING LAW

The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

XIII. LEGAL COMPLIANCE

The City 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.

XIV. RELATIONSHIP BETWEEN THE PARTIES; EXCLUSIONOF BENEFITS

The relationship between CAS and the City shall be, and only be, that of an independent contractor, and CAS shall not be construed to be an employee, agent, partner of, and in joint venture with, the City.

XV. FORCE MAJEURE

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.

XVI. ENTIRE AGREEMENT; MODIFICATON

This Agreement, including any attachments that are expressly referred to in this Agreement, contains 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. 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.

THUS DONE AND SIGNED AT _____, Louisiana, on the ____ day, of _____, 2017.

WITNESSES:

_____

Name: _____

_____

Name: _____

CITY OF HAMMOND

BY: _____
Pete Panepinto, Mayor

WITNESSES:

_____

Name: _____

_____

Name: _____

CHILD ADVOCACYSERVICES, INC.

BY: _____
Rob Carlisle, Chief Executive Officer