

COOPERATIVE AGREEMENT

BETWEEN

CITY OF HAMMOND

AND

THE LOUISIANA DEPARTMENT OF VETERANS AFFAIRS

THIS COOPERATIVE AGREEMENT is made and entered into on this date June 22, 2017 by and between the City of Hammond hereafter referred to as Parish/Municipality, a political subdivision of the State of Louisiana represented by Pete Panepinto, Mayor 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, the Louisiana Revised Statutes – Title 29: Section 251-262, as amended and reenacted, specifically provides enabling legislation for LDVA, as to estimate and recover part of the operations cost of parish veterans service offices. Specifically, La. R.S. 29: 260-263 provide that LDVA shall not contribute more than seventy-five percent (75%) for the operation and maintenance of such parish 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; and 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 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 2017-2018 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; and

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 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 ensure that the designated Veterans Assistance Office is staffed Monday through Friday.
4. Provide quarterly reports and a fiscal yearend report to the Parish/Municipality on the number of contacts and claims processed, along with any additional information LDVA deems as beneficial to the Parish/Municipality so that it can better understand the value of the services provided by LDVA to veterans.
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 and said space shall be located at 411 W. Coleman Ave, Hammond, LA 70401.
2. Parish/Municipality shall provide for all utilities, and 34% of phone services and internet services 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 pay to the order of LDVA at the rate of \$66 per month to support the cost to operate and maintain the veterans service office.
2. Parish/Municipality shall make the payment only by check or electronic means, with the method of payment being selected by Parish/Municipality prior to making its first monthly payment.

B. Reporting

1. LDVA shall provide a quarterly operations report on the number of veteran contacts and claim processed.
2. LDVA shall also include within the report any additional information LDVA deems as beneficial to the Parish/Municipality so that it can better understand the value of the services provided by LDVA to veterans.

C. Invoicing

1. LDVA shall submit to Parish/Municipality an invoice for the compensation described herein no later than 12th of each month.
2. Parish/Municipality shall pay LDVA the full sum of the invoiced amount no later than 30 days after receipt of the invoice.

III. TERM

- A. This Cooperative Endeavor Agreement shall be in effect from July 1, 2017 to June 30, 2018.

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. CITY OF HAMMOND

Pete Panepinto
MAYOR
P.O. Box 2788
Hammond, LA 70404

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

SIGNATURES

CITY OF HAMMOND

BY: _____

PETE PANEPINTO

LA DEPARTMENT OF VETERANS AFFAIRS

BY: Homer F. Rodgers

HOMER F. RODGERS, UNDERSECRETARY