

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE
ST. TAMMANY PARISH GOVERNMENT AND ST. LUKE THE
EVANGELIST ROMAN CATHOLIC CHURCH, SLIDELL, LOUISIANA
(Emergency Wellness Program 2015)**

This Cooperative Endeavor Agreement (“Agreement”) is made and entered into on the dates set forth herein below, pursuant to the 1974 Louisiana Constitution Article VII Section 14(C) wherein governmental entities are empowered to enter into Cooperative Endeavor Agreements and further by St. Tammany Parish Home Rule Charter sections 1-04, 3-01 and 3-09, by and among the following parties:

ST. TAMMANY PARISH GOVERNMENT, a political subdivision of the State of Louisiana and the governing authority of St. Tammany Parish, whose mailing address is P.O. Box 628, Covington, Louisiana 70434, herein appearing by and through Patricia P. Brister, Parish President, duly authorized by law (hereinafter referred to as “Parish”); and

ST. LUKE THE EVANGELIST ROMAN CATHOLIC CHURCH, SLIDELL, LOUISIANA, INC. d/b/a/ Good Samaritan Ministry, a non-profit corporation of the State of Louisiana, whose mailing address is 910 Cross Gates Boulevard, Slidell, Louisiana 70461, represented by and through Father Patrick Wattigny, its Pastor and by John L. Eckholdt, Director – The Roman Catholic Church of the Archdiocese of New Orleans, Inc., duly authorized (hereinafter referred to as “St. Luke”).

WHEREAS, St. Luke operates its Good Samaritan Ministry (“Good Sams”) by providing short-term financial assistance to those experiencing crisis; and

WHEREAS, specifically, Good Sams provides an emergency food pantry, emergency dental care, optical exams and glasses, utility assistance and referral services; and

WHEREAS, the Parish desires to provide funding resources to support Good Sams activities; and

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained in this Agreement, the Parties agree and bind their respective offices as follows:

1. **PUBLIC PURPOSE**. The parties to this Agreement acknowledge and agree that the public purpose for this Agreement is emergency food and emergency wellness services to the citizens of St. Tammany Parish. The parties have determined that (a) the expenditure of public funds pursuant to this Agreement is for a public purpose that comports with a governmental purpose that Parish may pursue; (b) the expenditure, taken as a whole, is not gratuitous; and (c) Parish has a reasonable expectation of receiving at least equivalent value in exchange for the expenditure.

2. OBLIGATIONS OF ST. LUKE

2.1 Good Sams Program Delivery and Reporting Requirements:

2.1.1 Emergency Food Pantry Program. St. Luke shall provide emergency boxes of food and personal hygiene items to needy families of St. Tammany Parish (the "Emergency Food Pantry Program"). Need shall be determined according to Good Sams guidelines.

2.1.2 Emergency Wellness Services. St. Luke shall provide the following services, which comprise the "Emergency Wellness Services Program".

2.1.2.1 Dental: St. Luke shall provide emergency dental assistance to those citizens in need, in accordance with the Good Sams guidelines.

2.1.2.2 Optical: St. Luke shall provide financial assistance to needy citizens for providing eye exams and eyeglasses.

2.1.2.3 Utility Assistance: St. Luke shall provide financial assistance to needy citizens for utility assistance.

2.1.2.4 Pharmaceuticals: St. Luke shall provide financial assistance to needy citizens to purchase non-narcotic medications.

2.1.2.5 Medical Bills: St. Luke shall provide financial assistance to needy citizens to pay medical bills.

2.1.3 Reporting Requirements - Beneficiary/Statistical Data. Documentation to be maintained by St. Luke is to include, but not be limited to (hereinafter, collectively, the "Documentation"):

2.1.3.1 A list of citizens who received Good Sams services for each calendar month;

2.1.3.2 Evidence of eligibility, through collection and retention of applicant's financial records, including, but not limited to, name, address, St. Tammany Parish residency, income level and financial determination; and

2.1.3.3 Evidence of invoices from and payments to vendors providing food, supplies and/or services for the Emergency Food Pantry Program and Emergency Wellness Services Program.

2.2 St. Luke will provide Documentation of all monies spent for the Emergency Food Pantry Program and Emergency Wellness Services Program on a monthly basis for which reimbursement is requested, inclusive of the monthly reporting form attached

hereto as Exhibit "A", supported by adequate documentation (i.e.: client number, number of clients served, zip codes, residency, family size, income level, invoices, proof of payment and/or other supporting documents required by Parish), including a certification that no other compensation was received for the services being reimbursed by Parish, and approved by Parish before reimbursement will be made.

2.3 Satisfactory performance under this Agreement shall be measured by:

- 2.3.1 Emergency Food Pantry Expenditures:** St. Luke will use approximately \$1000 per month stipend to supplement the distribution of emergency food and personal hygiene items to 56 families monthly.
- 2.3.2 Emergency Wellness Services:** St Luke anticipates providing 700 instances of emergency utility assistance and over 70 medical wellness services (dental, optical, pharmaceutical and medical bills) during 2015. At an average of \$200/case each, St. Luke will use \$4,000 per month to supplement the emergency wellness service for assisting 20 cases monthly.

2.4 The maximum funding for each specific expense is as follows:

- 2.4.1 Emergency Food Pantry Program:** Twelve Thousand and No/100 (\$12,000.00) Dollars
- 2.4.2 Emergency Wellness Services Program:** Forty Eight Thousand and No/100 (\$48,000.00) Dollars
- 2.4.3** The foregoing funding itemizations may be modified upon written request and approval by Parish, in Parish's sole discretion.

2.5 St. Luke shall carry in full force and effect at all times during the term of this Agreement insurance coverages in sufficient limits and levels necessary to protect it, its agents, directors, officers, employees, volunteers, its contractors and/or subcontractors, as well as St. Tammany Parish Government, its elected and appointed officials, directors, officers, agents, servants, attorneys, employees, volunteers, together with their agents, representatives, assigns, insurers and reinsurers, and all other interested third parties, from any and all claims for bodily injury, death or property damage as well as from claims under the workers' compensation acts.

- 2.5.1** Parish acknowledges that St. Luke is owned and operated by The Roman Catholic Church of the Archdiocese of New Orleans (the "Archdiocese") and participates in the self-insurance program of Archdiocese. As such, St. Luke does not maintain commercial insurance, and Parish acknowledges such and agrees that the Archdiocese's self-insurance satisfies the insurance provisions of this Agreement.

- 2.5.2 St. Luke shall have St. Tammany Parish Government named as an additional insured on the liability insurance policies and the policies shall be endorsed to provide a waiver of subrogation in favor of St. Tammany Parish Government. The insurances affected by this agreement shall be written on a primary and non-contributory basis. All insurance policies shall provide that insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the Parish, in writing. St. Luke shall present evidence of said insurance coverages to the Parish on or before the commencement of this Agreement, and thereafter annually on or before each policy expiration.
- 2.6 St. Luke shall comply with all applicable governmental laws, rules, regulations, licensing and requirements.

3. OBLIGATIONS OF ST. TAMMANY PARISH

- 3.1 Reimbursement. Parish will fund this project in the maximum amount of Sixty Thousand and No/100 (\$60,000.00) Dollars for the Term, payable upon approved invoices submitted monthly in furtherance of the Food Bank Project and Emergency Wellness Project. Any unused funds remaining at expiration of the Term shall be retained and/or reallocated by Parish and shall not be disbursed to St. Luke.
- 3.2 Reimbursement. Costs eligible for reimbursement under this Agreement are limited to (i) cost of food purchases for the Food Pantry Program and (ii) payments to utility companies, dental services, pharmaceuticals, medical bills and optical vendors for the Emergency Wellness Services. Monthly invoices shall have supporting documentation attached evidencing costs, proofs of payment and, along with the Exhibit "A" monthly client reporting form, shall be submitted to Parish's Department of Health and Human Services and approved by Parish before reimbursement will be made. Reimbursement will be made only from approved documentation, in Parish's reasonable discretion.
- 3.3 Payment Schedule; Limitations. Notwithstanding anything in this Agreement to the contrary, no drawdown for any calendar month shall exceed one-twelfth (1/12) of the funds to be contributed by Parish for a calendar year. However, in the event that St. Luke does not obtain contribution for a full one-twelfth (1/12) of funds reimbursable in any calendar month, such amount can be applied forward for reimbursement in a future calendar month.

4. TERMINATION AND BINDING NATURE

- 4.1 The term of this Agreement shall begin on January 1, 2015 and end on December 31, 2015 (the "Term"). No Term renewal or extension shall be provided without the express written consent of Parish, in Parish's sole discretion.

- 4.2 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and approved of and executed by all parties prior to the alteration, variation, modification, or waiver of any provision of this Agreement.
- 4.3 Time is of the essence and the performance of the terms and conditions hereof shall be held in strict accordance with the times and dates specified herein.
- 4.4 Should any Party seek to terminate this Agreement for any reason prior to the expiration of the Term, the Party seeking to terminate shall provide written notice of its intent to terminate thirty (30) days prior to the date of termination.
- 4.5 The continuation of this Agreement is contingent upon the appropriation of funds by Parish to fulfill the requirements of the Agreement. If the Parish fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by the veto of the Parish President by any means provided in the appropriations ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

5. CONTRACTUAL VALIDITY AND MISCELLEANOUS PROVISIONS

- 5.1 In the event that any one or more provisions of this Agreement is for any reason held to be illegal or invalid, the Parties shall attempt in good faith to amend the defective provision in order to carry out the original intent of this Agreement.
- 5.2 If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, that portion shall be severable and the remainder of this Agreement shall remain in full force and effect.
- 5.3 Any suit filed by a party to this Agreement to resolve a dispute or controversy regarding the matters which are the subject of this Agreement shall be filed in the 22nd Judicial District Court for the Parish of St. Tammany which shall have exclusive venue and jurisdiction for any such action. Further, any dispute arising from this Agreement shall be governed by the laws of the State of Louisiana.
- 5.4 Any failure to take any action pursuant to this Agreement or to exercise any right granted herein does not serve as a waiver to any other obligation contained herein.

- 5.5 The Parties acknowledge and agree that the obligations and covenants made herein give rise to contractual rights of each party and the right to demand specific performance and any claim to damages suffered hereunder.
- 5.6 No Party herein shall assign any interest in this Agreement (whether by assignment or novation). This Agreement may be amended only by mutual written consent of the Parties.
- 5.7 Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.
- 5.8 Each Party certifies that it will adhere to and follow any and all ordinances, laws and licensing requirements applicable to each Party's obligations as stated herein.
- 5.9 St. Luke agrees to indemnify and hold harmless the Parish and its officers, directors, employees, agents, contractors, vendors and all others, of and from and against any and all liability including, but not limited to, claims, demands, losses, suits, damages, judgments, costs and expenses whether, indirect or consequential and including, but not limited to, all fees, expenses and charges of attorneys and other professionals, as well as court costs and expenses, for any actions or inactions arising out of, in connection with, or that may arise as a result of this Agreement, whether such claims are made by way of indemnity, contribution, subrogation or otherwise.
- 5.10 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation of warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

7. NO PERSONAL LIABILITY OF INDIVIDUAL REPRESENTATIVE

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of any corporate party of his individual capacity, and neither of the officers of any party nor any official executing this Agreement shall be personally liable with respect to this Agreement or be

subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.

8. NOTICES

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage pre-paid by First Class Mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopier or other similar form of electronic transmission confirmed by written confirmation mailed (postage pre-paid by First Class Mail, registered or certified, return receipt requested or private, commercial carrier, express mail such as Federal Express) at substantially the same time as such rapid transmission. All communications shall be transmitted to the address or number set forth below or such other addresses or numbers to be named hereafter designated by a party in written notice to the other party compliant with this section.

If to St. Luke:

Father Patrick Wattigny, Pastor
St. Luke the Evangelist Roman Catholic Church,
Slidell, Louisiana, Inc.
910 Cross Gates Boulevard
Slidell, LA 70461

If to Parish:

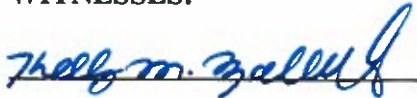

President Patricia P. Brister
St. Tammany Parish Government
P.O. Box 628
Covington, LA 70433

(Signature page follows.)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in multiple originals by the hereunder signed officers, each in the presence of the undersigned two (2) competent witnesses in St. Tammany Parish, State of Louisiana, as of the dates set forth, below after diligent reading of the whole, in various counterparts.


THUS DONE AND SIGNED effective as of 1-9-2015, ~~2014~~ in the presence of the undersigned witnesses.

WITNESSES:

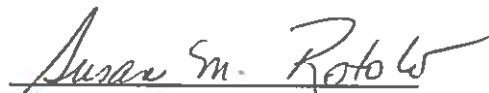

ST. TAMMANY PARISH GOVERNMENT

BY:


Patricia P. Brister
Parish President

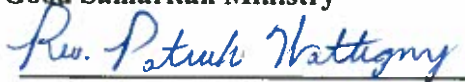
THUS DONE AND SIGNED effective as of 1-16-15, ~~2014~~ in the presence of the undersigned witnesses.

WITNESSES:

ST. LUKE THE EVANGELIST ROMAN CATHOLIC CHURCH, SLIDELL, LOUISIANA
d/b/a Good Samaritan Ministry

BY:


Father Patrick Wattigny, Pastor

BY:



John E. Eckholdt, Director
The Roman Catholic Church of the
Archdiocese of New Orleans, Inc.

EXHIBIT "A"
MONTHLY CLIENT REPORTING FORM

(See attached page.)



The Good Samaritan Ministry
 2015 Emergency Wellness Program
 Client Reporting Form

Program Name: Emergency Wellness

MONTH: mm/y

Client #	Client ZIP Code	STP Resident Y/N	Income Level	Family Size	Cost	Service Received
1		YES	Moderate	1		Food
2		NO	Low	2		Utilities
3			Extremely Low	3		Medical Bills
4				4		Pharmaceuticals
5				5-		Emergency Dental
6						Eye exams/Glasses
7						
8						
9						
10						
11						
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13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
29						
TOTAL=						\$0.00

Services Provided	People Served	Monthly Goal
Food Pantry		55

Emergency Wellness (Unfed/ Dental/Optical/Medical & rx)	20
Total	0 75

REPORT TOTALS	
Expenses	
ER Food Pantry	
ER Wellness Sync	
**Total	\$0

* No other compensation was received for the services being charged as STP Government.
 INITIAL HERE _____

Income	
Moderate	
Low	
Extremely Low	
Total	0

Monthly - Total STP Clients Served:	
YTD - Total STP Clients Served:	