

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE  
ST. TAMMANY PARISH GOVERNMENT AND ST. TAMMANY PARISH SHERIFF'S  
OFFICE  
(Travel Expense Reimbursement – Crisis Intervention Team Training)**

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, 1-06, 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 (hereinafter referred to as “**Parish**”); and

**RANDY SMITH**, in his official capacity as **ST. TAMMANY PARISH SHERIFF**, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 1120, Covington, Louisiana 70434 (hereinafter referred to as “**Sheriff**”).

**WHEREAS**, because of the growing mental health care crisis in St. Tammany Parish, leaders, officials, non-profits and residents have consistently sought new, proactive approaches to the provision of behavioral health care within St. Tammany Parish; and

**WHEREAS**, one of the proactive approaches is to divert offenders needing behavioral health treatment from jail; and

**WHEREAS**, the process of jail diversion begins at the “point of diversion” where a law enforcement officer first encounters a behavioral health sufferer; and

**WHEREAS**, a crisis intervention team of law enforcement officers are in need of diversion training for behavioral health issues to identify and respond appropriately to incidents involving sufferers of behavioral health; and

**WHEREAS**, Parish desires to provide to Sheriff for travel expenses related to crisis intervention training of law enforcement officers to identify and respond to incidents involving sufferers of behavioral health, leading to diversion of those suffers to behavioral health treatment versus incarceration.

**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 the training of law enforcement deputies in behavioral health/jail diversion tactics to benefit the health, safety and welfare of the citizens of St. Tammany Parish. The parties have determined that (a) the expenditure of public funds granted pursuant to this Agreement is for a public purpose that comports with a governmental purpose that Parish and Sheriff may pursue; (b) the expenditure, taken as a whole, is not gratuitous; and (c) Parish and Sheriff have a reasonable expectation of receiving at least equivalent value in exchange for the expenditure.

2. **OBLIGATIONS OF SHERIFF**

2.1 Sheriff has or will advance funds towards travel, lodging and meal expenses of its "Crisis Intervention Team" deputies for attendance at jail diversion training (the "Travel Expenses").

2.2 Sheriff will provide documentation of all monies spent for the Travel Expenses and request reimbursement from Parish, in the form required by Parish's Department of Finance. All requests for reimbursement must be submitted timely, supported by adequate documentation (i.e.: invoices and/or other supporting documents required by Parish which support the disbursement request, and an acknowledgment that the Travel Expenses have been incurred and completed) and approved by Parish before reimbursement will be made. Reimbursement will be made only from approved documentation, in Parish's reasonable discretion.

3. **OBLIGATIONS OF ST. TAMMANY PARISH**

3.1 **Funding.** Parish will fund the Travel Expenses in the maximum amount of seven thousand and no/100 (\$7,000.00) dollars. Any unused funds remaining at the expiration of the Term shall be retained and/or reallocated by Parish and shall not be disbursed to Sheriff.

4. **TERMINATION AND BINDING NATURE**

4.1 The term of this Agreement shall begin on January 1, 2017 and end on July 31, 2017 or full disbursement of the funding to be provided by Parish, whichever occurs first (the "Term"). No Term renewal or extension shall be provided without the express written consent of the Parish and Sheriff, in each party's 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 sixty (60) 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 MISCELLANEOUS 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 22<sup>nd</sup> 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 shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, the Louisiana Code of Government Ethics (LSA R.S. 42:1101, et seq.) and the quasi-public agency audit and reporting requirements by the Louisiana Legislative Auditor (LSA R.S. 24:513A.(1)(b)(iv)) in carrying out the provisions of this Agreement.
- 5.9 Sheriff 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 the Sheriff's obligations pursuant to this Agreement, whether such claims are made by way of indemnity, contribution, subrogation or otherwise.
- 5.10 While in the performance of services or carrying out obligations herein, the Sheriff shall be acting in the capacity of an independent contractor and not as an employee of the Parish. The Parish shall not be obliged to any person, firm or corporation for any obligations of the Sheriff arising from the performance of its services under this Agreement. Sheriff shall not be authorized to represent the Parish with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless done so in writing by the Parish.
- 5.11 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.
- 5.12 The parties agree to abide by requirements of the following as applicable: Title VI and VII of Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1972, the Age Act of 1975 and to abide by the requirements of the Americans with Disabilities Act of 1990. The parties agree not to discriminate in their respective employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation and/or disabilities.

## **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 the Sheriff:

St. Tammany Parish Sheriff  
Randy Smith, Sheriff  
P.O. Box 1120  
Covington, LA 70434

If to Parish:

President Patricia P. Brister  
St. Tammany Parish Government  
P.O. Box 628  
Covington, LA 70434

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 February 17<sup>th</sup>, 2017 in the presence of the undersigned witnesses.

WITNESSES:

Amy Measdel

[Signature]

ST. TAMMANY PARISH GOVERNMENT

BY: Patricia P. Brister  
Patricia P. Brister  
Parish President

THUS DONE AND SIGNED effective as of 01/30/, 2017 in the presence of the undersigned witnesses.

WITNESSES:

Chun Chun

Rebecca L. [Signature]

ST. TAMMANY PARISH SHERIFF

BY: [Signature]  
Randy Smith  
Sheriff