

COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN
ST. TAMMANY PARISH GOVERNMENT AND THE ST. TAMMANY
OUTREACH FOR THE PREVENTION OF SUICIDE, INC.
(Suicide Prevention)

This Cooperative Endeavor Agreement ("Agreement") is made and entered into on the day, month and year 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 (hereinafter referred to as "Parish"); and

THE ST. TAMMANY OUTREACH FOR THE PREVENTION OF SUICIDE, INC., a Louisiana non-profit corporation whose mailing address is 427 N. Theard Street, Covington, LA 70433, herein represented by its Coordinator, Lynette Savoie, duly authorized (hereinafter referred to as "STOPS"); and

WHEREAS, the Parish has experienced a steady and alarming spike in suicides; and

WHEREAS, STOPS is qualified to perform mental health counseling services. The mission of STOPS is to provide services to enhance the mental well-being of individuals and families throughout St. Tammany Parish. It is the intention of STOPS to reduce the suffering of citizens of St. Tammany experiencing symptoms of depression, anxiety, family discord, and other issues impacting the quality of life in our community.

WHEREAS, Parish has enacted a Public Health Tax. Funding several initiatives under suicide prevention falls squarely within Public Health Tax proposition. In order to address the lack of mental health resources for suicide risks in the Parish, the St. Tammany Parish Public Health Tax will be used to fund mental health counseling, therapy and care for mental health patients within St. Tammany Parish. Therefore, the Parish seeks to provide funding to STOPS for providing certain mental health services within St. Tammany Parish to respond to the increasing number of suicides; 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 of this Agreement is for the reduction in suicides and

suicide attempts in St. Tammany Parish, which will benefit the health, safety and welfare of residents 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 STOPS

2.1 The activities to be performed by STOPS pursuant to this Agreement are as follows:

- 2.1.1** Provide public announcements and literature to increase public awareness about suicide and suicide prevention;
- 2.1.2** Provide training to and educate the public and victim's family members on the warning signs of suicide, resources available and encouragement of help-seeking behavior; and
- 2.1.3** Foster community collaboration and education to prevent suicide.

2.2 STOPS shall only use properly licensed, qualified and insured individuals to render services herein and for which reimbursement is sought.

2.3 Beneficiary/Statistical Data for Reporting. STOPS shall provide reporting and support documentation on the fifteenth (15th) day following the end of each calendar quarter. A sign-in sheet will be required per training event as support for reimbursement. This supporting documentation shall include the following minimum information:

- 2.3.1** Date of event;
- 2.3.2** Event facilitator; and
- 2.3.3** Residential zip code of each attendee.

2.4 In addition, STOPS shall report to Parish STOPS' (1) participation in community events and (2) pursuit of fundraising opportunities.

2.5 STOPS shall carry in full force and effect at all times during the term of this Agreement a (1) Commercial General Liability policy covering claims for injury or damage as a result performance of any service pursuant to this Agreement. The liability policy shall have a minimum aggregate limit of One Million Dollars (\$1,000,000.00), and shall name the Parish as an additional insured, for the limited purposes of this Agreement; and (2) Professional Liability Insurance policy covering any and all malpractice claims that may be made or asserted in connection with the services provided by STOPS, its officers, members, agents, employees, counselors, volunteers, contractors and/or subcontractors, pursuant to this Agreement. The professional liability

policy shall have a minimum per claim minimum limit of One Hundred Thousand Dollars (\$100,000.00) each occurrence, with a minimum aggregate of Three Hundred Thousand Dollars (\$300,000.00). STOPS shall present to the Parish on or before the commencement of this Agreement, receipts and evidence of said insurance coverages.

2.6 STOPS agrees to indemnify and hold harmless the Parish, its officers, directors, employees, agents, contractors, vendors and all others, of and from any and all claims that may be made or asserted by anyone which arise out of or are in any way related to either party's performance herein, whether such claims are made by way of indemnity, contribution, subrogation or otherwise.

2.7 While in the performance of services or carrying out obligations herein, the STOPS 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 STOPS arising from the performance of its services under this Agreement. The STOPS 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.

3. OBLIGATIONS OF PARISH

3.1 Parish agrees to contribute funds in the maximum amount of Twenty Five Thousand (\$25,000.00) Dollars payable upon approved invoices submitted monthly in furtherance of the above-referenced initiatives. STOPS shall submit a monthly report including evidence of services rendered, proof of payment therefore and a request for reimbursement including, detailed documentation supporting each charge. Payments will be made only upon approved reimbursement requests. Any unused funds remaining at expiration of the Term (as defined below) shall be retained and/or reallocated by Parish and shall not be disbursed to STOPS.

3.2 The following rates and costs are eligible for payment under this Agreement:

3.2.1 Compensation for Community Awareness Trainer not to exceed a rate of seventy five (\$75.00) dollars per hour;

3.2.2 Compensation for drafting and preparing training manuals not to exceed forty (\$40.00) dollars per hour;

3.2.3 Compensation for preparing participant folders not to exceed five (\$5.00) dollars each;

3.2.4 Compensation for cost of printed materials directly related to education and training;

3.2.5 Compensation for administration/registration hourly support not to exceed a rate of ten (\$10.00) dollars per hour; and

3.2.6 Compensation for program coordinator hours not to exceed a rate of twenty (\$20.00) dollars an hour, and not to exceed forty (40) hours in a work week.

3.3 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 STOPS 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 be from January 1, 2014 through December 31, 2014. No Term renewal or extension shall be provided without the express written consent of both Parish and STOPS, in each party's sole discretion.

4.2 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.

4.3 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.

4.4 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 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 agree and acknowledge 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 he has the requisite authority and permission to enter, sign and bind his office.

5.8 That each party certifies that it will adhere to and follow any and all ordinances and laws applicable to each party's obligations as stated herein.

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 STOPS:

Lynette Savoie
St. Tammany Outreach for the Prevention of Suicide, Inc. (STOPS)
434 East Lockwood Street
Covington, LA 70433

If to the Parish:

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

(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 on the 29th day of October, 2014 in the presence of the undersigned witnesses.

WITNESSES:






ST. TAMMANY PARISH
GOVERNMENT

BY: 
PATRICIA P. BRISTER
PARISH PRESIDENT

THUS DONE AND SIGNED on the 29th day of October, 2014 in the presence of the undersigned witnesses.

WITNESSES:

ST. TAMMANY OUTREACH FOR
THE PREVENTION OF SUICIDE, INC.

BY: 
LYNETTE SAVOIE
COORDINATOR