

COOPERATIVE ENDEAVOR AGREEMENT BETWEEN  
JEFFERSON COUNCIL ON AGING AND  
HARAHAN SENIOR CENTER, INC.

This Agreement is made this 24<sup>th</sup> day of September, 2013, by and between the JEFFERSON COUNCIL ON AGING, Inc., (hereinafter "JCOA"), a Louisiana, non-profit, 501(c)(3) corporation organized pursuant to La. R.S.46:1601, et seq., operating exclusively for charitable purposes, and HARAHAN SENIOR CENTER, INC., a Louisiana, non-profit, 501(c)(3) corporation.

Whereas, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions may engage in cooperative endeavor agreements with any public or private corporation or individuals;

Whereas, Art. VII, Sec. 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of citizens of civil parishes;

Whereas JCOA maintains funding solely to help the elderly in Jefferson Parish;

Whereas JCOA and HARAHAN SENIOR CENTER, INC., desire to enter in an agreement whereby JCOA and HARAHAN SENIOR CENTER, INC., can engage in mutual opportunities for the elderly and for elderly to receive services in the areas of wellness and recreation to advance the quality of life for senior citizens in Jefferson Parish;

Whereas the transfer or expenditure of public funds is not a gratuitous donation;

Whereas the citizens of Jefferson Parish will benefit from the efforts of the parties herein;

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Now, therefore, JCOA and THE HARAHAN SENIOR CENTER, INC. agree as follows:

## Section I – Obligations

- A. General Obligations of JCOA – JCOA will operate the Harahan Senior Center and provide all activities mandated by the Governor’s Office of Elderly Affairs, including, but not limited to, transportation, outreach, wellness, nutrition, and information and assistance. JCOA will be solely responsible for the selection, maintenance, and evaluation of a staff sufficient to conduct the state and local mandated activities.
- B. General Obligations of the HARAHAH SENIOR CENTER, INC. - The HARAHAH SENIOR CENTER, INC. will be responsible for providing volunteers and raising funds to assist in supporting the activities that are state and locally mandated as well as other activities that are mutually agreed by the parties to promote socialization and recreation for participant members. HARAHAH SENIOR CENTER, INC., acknowledges that the staffing and operation of the Harahan Senior Center is the sole responsibility of JCOA and agrees not to interfere or interject itself in any internal matters relating to JCOA’s responsibilities of operating a state-funded senior center nor to compete with fundraising activities of JCOA. The HARAHAH SENIOR CENTER, INC. shall coordinate and seek approval of all planned activities with the Coordinator of the Harahan Senior Center, as a JCOA affiliated state-funded senior center. HARAHAH SENIOR CENTER, INC. also agrees that it will not interfere with the daily nutrition program at the Harahan Senior Center by scheduling activities that would impede the use of the facilities needed to support the daily nutrition program.

## Section II – Payment

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JCOA agrees to provide to the HARAHAH SENIOR CENTER, INC., an amount equal to the funds of the former Harahan Community Committee transferred to and currently held in reserve for the benefit of the Harahan senior citizens, plus any additional funds received by JCOA, since such transfer raised by

any fundraising event or activity on behalf of Harahan Senior Citizens separate and apart from such by JCOA, less any expenditures made by JCOA on behalf of the Harahan senior citizens' activities after the transfer of the aforementioned funds to JCOA, which expenditures were over and above the normal expenditures made by JCOA at the Harahan Senior Center. After this one-time transfer of the above mentioned funds, there will be no other payments made by JCOA to the HARAHAH SENIOR CENTER, INC.

### Section III – Indemnity and Insurance

HARAHAH SENIOR CENTER, INC. agrees to defend, indemnify and hold harmless JCOA from any and all claims, causes of action, and/or lawsuits, including but not limited to any such claims, causes of action and/or lawsuits alleging bodily injury, including but not limited to personal injury, pain, mental anguish and/or death, and/or property loss or damage arising from HARAHAH SENIOR CENTER, INC.'S performance of and/or failure to perform its obligations pursuant to this agreement and/or from the negligent and/or intentional acts and/or omissions of HARAHAH SENIOR CENTER, INC., its employees, agents, representatives and/or volunteers.

JCOA agrees to defend, indemnify and hold harmless HARAHAH SENIOR CENTER, INC. from any and all claims, causes of action, and/or lawsuits, including but not limited to any such claims, causes of action and/or lawsuits alleging bodily injury, including but not limited to personal injury, pain, mental anguish and/or death, and/or property loss or damage arising from JCOA's performance of and/or failure to perform its obligations pursuant to this agreement and/or from the negligent and/or intentional acts and/or omissions of JCOA, its employees, agents and/or representatives.

At all times during the term of this agreement, HARAHAH SENIOR CENTER, INC. shall maintain in full force and effect a policy or policies of general liability insurance and special events liability insurance as deemed necessary by JCOA for a HARAHAH SENIOR CENTER, INC. activity, including but not limited to owned and non-owned vehicles, which policy or policies shall maintain limits in an amount of no less

than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, and which policy or policies must be issued by a commercial insurer with an A.M. Best Rating of A or better authorized to do business in the state of Louisiana and which policy or policies shall name JCOA as an additional insured, not merely as a certificate holder. The policy or policies shall be endorsed as such. The policy or policies must be primary to any insurance of JCOA. Further, the policy or policies must not require any waiver of subrogation by JCOA and shall be endorsed as such, if and as necessary. HARAHAH SENIOR CENTER, INC. must provide a certificate of insurance that provides evidence of the foregoing to JCOA prior to the entry into this Agreement by the Parties. Such insurance shall further provide that JCOA shall be given at least thirty (30) days' notice of any material change or cancellation of the aforementioned policy or policies.

Further, HARAHAH SENIOR CENTER, INC.'s insurer shall have no recourse against JCOA for payment of any premiums or for assessments under any form of policy or policies, and any and all deductibles shall be assumed by and be at the risk of the HARAHAH SENIOR CENTER, INC. The certificate of insurance must contain evidence of the foregoing and proof be submitted annually to JCOA at time of the renewal of policy or policies.

#### Section IV – Non-Assignment

This Agreement shall not be assigned by either party without the express written agreement of the other party.

#### Section V – Dissolution of HARAHAH SENIOR CENTER, INC.

Upon dissolution, for any reason, of the HARAHAH SENIOR CENTER, INC., a termination of this agreement for any reason, any funds previously raised by HARAHAH SENIOR CENTER, INC. for the use, aid or benefit of senior citizens of Harahan, Louisiana, and/or transferred to Harahan Senior Center, Inc.

pursuant to Section II herein shall be transferred only to JCOA for its specific use at the location of the Harahan Senior Center.

#### Section VI – Term

The term of this agreement shall commence on the 24<sup>th</sup> day of September, 2013, and shall terminate on the 23<sup>rd</sup> day of September, 2018.

#### Section VII – Independent Contractor

Each party agrees that it shall be acting as an independent contractor to the extent each provides services to the other party pursuant to this Agreement and that nothing contained herein is intended to be construed as creating any other type of relationship between the parties. Further, each party agrees that it:

- a. Shall not withhold federal or state income taxes, withhold federal social security tax ("FICA"), pay federal or state unemployment taxes or pay any workers' compensation premiums for the other party;
- b. Shall be responsible for the payment of any and all applicable federal income taxes, federal social security tax or self-employment tax in lieu thereof or any applicable federal or state unemployment taxes for its employees.

In addition to any other defense, indemnity and hold-harmless provision contained herein, each party agrees to defend, indemnify and hold harmless the other party from any payment of and/or penalties and/or interest for non-payment of any and all federal and/or state income-tax liability, resulting from the treatment of the other party as independent contractors. Either party further agrees to reimburse the other party for any and all costs either party may incur, including but not limited to attorneys' fees and/or accounting fees, in defending itself from such liability.

Section VIII – Reports, Cost and Collection Records

HARAHAN SENIOR CENTER, INC., shall furnish narrative reports and written reports monthly to JCOA on the amounts and expenditures for the funds referred pursuant to Section II of this Agreement.

JCOA shall be entitled to audit the books, documents and records of the HARAHAN SENIOR CENTER, INC., that are reasonably related to the funds transferred pursuant to Section II in this Agreement. Further, at its sole expense, HARAHAN SENIOR CENTER, INC., shall furnish to JCOA copies of any such documents and materials upon request as per the terms of this Agreement.

SECTION IX - NOTICE

All notices and correspondence required to be sent shall be addressed as follows:

HARAHAN SENIOR CENTER, INC. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

JCOA:

MARIE CLESI  
CHAIRMAN OF THE BOARD OF DIRECTORS  
JEFFERSON COUNCIL ON AGING  
6620 Riverside Dr., Suite 216  
Metairie, LA 70003

With a copy to:

Albert J. Robichaux Jr.  
Executive Director  
JEFFERSON COUNCIL ON AGING, Inc.  
6620 Riverside Drive, Suite 216  
Metairie, LA 70003

#### SECTION X - TERMINATION

This agreement may be terminated under any or all of the following conditions:

- a) By mutual agreement and consent of the parties hereto;
- b) By either party by giving thirty (30) days written notice of such intention. Upon termination of this Agreement the HARAHAH SENIOR CENTER, INC. shall transfer to JCOA any remaining funds as per Agreement in Section II.

#### SECTION XI - LEGAL COMPLIANCE

JCOA and HARAHAH SENIOR CENTER shall comply with all federal, state, and local laws and regulations, including, but not limited to, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*), in carrying out the provisions of this Agreement and Legislative Auditor's authority to audit (R.S. 24:513) in order to monitor and evaluate the use of the funds to ensure effective achievement of project goals and object.

#### SECTION XII - EMPLOYMENT OF JCOA PERSONNEL

HARAHAH SENIOR CENTER, INC., certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of JCOA.

#### SECTION XIII - COVENANT AGAINST CONTINGENT FEES

HARAHAH SENIOR CENTER, INC. warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for HARAHAH SENIOR CENTER, INC., to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for HARAHAH SENIOR CENTER any fee, commission, percentage,

brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement without liability or, in JCOA's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

#### SECTION XIV - DISCRIMINATION CLAUSE

HARAHAN SENIOR CENTER, INC. 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 HARAHAN SENIOR CENTER, INC. agrees to abide by the requirements of the Americans with Disabilities Act of 1990. HARAHAN SENIOR CENTER, INC. agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by HARAHAN SENIOR CENTER, INC. or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

#### SECTION XV - JURISDICTION

This Agreement shall be deemed to be a contract made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. HARAHAN SENIOR CENTER, INC., hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 24<sup>th</sup> Judicial District Court for the Parish of Jefferson, State of Louisiana.



SECTION XVI - SEVERABILITY

If any provision of this Agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provisions of this Agreement.

SECTION XVII - ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between JCOA and HARAHAH SENIOR CENTER, INC. and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both JCOA, through its authorized representative, and HARAHAH SENIOR CENTER, INC., through its authorized representative. Further, this agreement is only between the parties and is not intended to confer any benefits on any other parties or individuals.

This Agreement is executed in 4 originals on the day, month and year first above written.

[REMAINDER OF PAGE BLANK – ONLY SIGNATURES ON FOLLOWING PAGE]

WITNESSES:

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HARAHAN SENIOR CENTER, INC.

BY:

*Richard Spike Kittok*

[NAME] *Richard Spike Kittok*

[TITLE] *president*

JEFFERSON COUNCIL ON AGING, INC.

Robyn Hubbard

BY:

*Marie Clesi*

MARIE CLESI

CHAIRMAN

BOARD OF DIRECTOR

AGREEMENT BETWEEN JCOA AND THE CITY OF HARAHAH  
FOR THE USE OF THE HARAHAH SENIOR CENTER FACILITIES

THE JEFFERSON COUNCIL ON AGING, INC. (LA.R.S. 46:1601-1605), hereinafter known as the "JCOA" and the City of Harahan, hereinafter know as the "CITY", did today come before me and freely enter into this agreement for the use of the following physical facility for the use by JCOA of the Harahan Senior Center as a multipurpose Senior Center.

Harahan Senior Center  
100 Elodie Avenue  
Harahan, LA 70123

The term of this agreement shall begin 1/1/2014. Both parties have the option to review this agreement on an annual basis. No financial consideration shall be deemed to be a part of this agreement. This agreement is conditioned on the availability of funds and may be cancelled by either party after giving 60 days written notice to the other party should such funds become unavailable during the term of this agreement.

The City agrees to provide, between the hours of 8:00 A.M. and 4:00 P.M. use of the Harahan Senior Center, in addition to the physical facility aforesaid, payment of utilities including electricity, gas, water, sewage and drainage, waste disposal; all insurance including but not limited to all equipment and grounds upkeep. A minimum of a \$1,000,000.00 insurance policy. The City is cognizant that these facilities will be used by elderly citizens, and intends to exercise all due consideration and care in their maintenance, and will attempt to be in compliance with all applicable ANSI standards.

In consideration of the provision of aforesaid physical facility, the JCOA agrees to provide the following services to the elderly citizens of the Parish of Jefferson:

1. Plan, administer and monitor one multipurpose Senior Center in the incorporated area of the City of Harahan aforementioned for the use and benefit of the elderly citizens of the area.
2. Provide in aforesaid Senior Center services including but not limited to information and referral, transportation, congregate meals, counseling, recreation, arts and crafts, adult education, health services, legal services, telephone service and custodial services; utilizing volunteer services whenever practical.
3. Provide staff for each Senior Center funded by Louisiana State Funds for Senior Centers in Jefferson as said funds are made available to JCOA, and in cooperation with volunteers.
4. Submit an annual report of services provided under this comprehensive and coordinated system of Senior Centers of the Parish.

Both the City of Harahan and JCOA agree that their rights cannot be assigned to any other party. This agreement contains all terms and conditions herein, and no other agreement nor understanding expressed nor implied, neither oral nor written shall be deemed to exist or to bind.

Executed this 16<sup>th</sup> day of July, 2014 at Harahan, La.

WITNESSED:

JEFFERSON COUNCIL ON AGING, INC.

William Donald

July 16, 2014  
DATE

Provino Mosca  
PROVINO MOSCA, Mayor  
City of Harahan

AGREEMENT BETWEEN JCOA AND THE CITY OF HARAHAN  
FOR THE PROVISION OF SENIOR CENTER FACILITIES

COPY

THE JEFFERSON COUNCIL ON AGING, INC. (LA.R.S.46:1601-1605), hereinafter known as the "JCOA" and the City of Harahan, hereinafter known as the "CITY", did today come before me and freely enter into this agreement for the provision by the City to the JCOA of the following physical facility and utilities and the maintenance thereof for the use by the JCOA as a multipurpose Senior Center.

Harahan Senior Citizens Center  
100 Elodie Avenue  
Harahan, Louisiana 70123

The term of this agreement shall begin May 7, 1987. Both parties have the option to review this agreement on an annual basis. No financial consideration shall be deemed to be a part of this agreement. This agreement is conditioned on the availability of funds and may be cancelled by either party after giving 90 days written notice to the other party should such funds become unavailable during the term of this agreement.

The City agrees to provide, in addition to the physical facility aforesaid, payment of utilities including electricity, gas, water, sewage and drainage, waste disposal; all insurance including but not limited to all equipment and grounds upkeep. The City is cognizant that these facilities will be used by elderly citizens, and intends to exercise all due consideration and care in their maintenance, and will attempt to be in compliance with all applicable ANSI standards.

Incorporated into this agreement and the attachments which include: a floor plan of the physical facility and any and all parking facilities thereonto attached; the entirety of the "Senior Center Guidelines General" published in 1981 by the JCOA.

In consideration of the provision of aforesaid physical facility the JCOA agrees to provide the following services to the elderly citizens of the Parish of Jefferson:

1. Plan, administer, and monitor one multipurpose Senior Center in the incorporated area of the City of Harahan aforesaid for the use and benefit of the elderly citizens of the area.

2. Provide in aforesaid Senior Center services including but not limited to information and referral, transportation, congregate meals, counseling, recreation, arts and crafts, adult education, health services, legal services, telephone service and custodial services; utilizing volunteer services whenever practical.  
(not including supplies + materials)

3. Provide staff for each Senior Center under the organization and job descriptions in the aforesaid "Senior Center Guidelines General" (previously incorporated into this agreement by attachment) funded by Louisiana State Funds for Senior Centers in Jefferson as said funds are made available to JCOA, and in cooperation with volunteers.

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Submit an annual report of services provided under this comprehensive and coordinated system of Senior Centers of the Parish.

5. All appropriate and applicable sections of the aforementioned "Senior Center Guidelines General" previously incorporated into this agreement by attachment.

Both the City of Harahan and JCOA agree that their rights cannot be assigned to any other party. This agreement contains all terms and conditions herein, including those incorporated by attachments and no other agreement nor understanding expressed nor implied, neither oral nor written shall be deemed to exist or to bind.

Executed this 14th day of March, 1989 at Metairie, LA.

WITNESSED:

JEFFERSON COUNCIL ON AGING, INC.

\_\_\_\_\_  
\_\_\_\_\_

*John P. How*

3/14/89  
DATE

*Carlo R. Ferrara*  
CARLO R. FERRARA, Mayor  
City of Harahan

In furtherance and support of the foregoing agreement, we pledge our cooperation, support and local resources to provide services to the elderly of our community.

DATE

JEFFERSON COUNCIL ON AGING, INC.

7-16-89

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