



# City of Harahan

6437 Jefferson Highway  
Harahan, Louisiana 70123  
Phone (504) 737-6383  
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## CITY COUNCIL

TIMOTHY L. BAUDIER  
SUSAN BENTON  
DANA HUETE  
CRAIG JOHNSTON  
CARRIE WHEELER

TINA MICELI  
Mayor

NICOLE S. LEE  
City Clerk/Tax Collector

## **COOPERATIVE ENDEAVOR AGREEMENT / LEASE BETWEEN THE CITY OF HARAHAH AND JEFFERSON COUNCIL ON AGING, INC.**

WHEREAS, the City of Harahan (hereinafter "Harahan"), a Louisiana municipality, and Jefferson Council on Aging, Inc. (hereinafter "JCOA"), a Louisiana non-profit corporation, share certain goals in regard to the provision of services for the elderly who are residents of Harahan;

WHEREAS, Harahan is the owner of a 2007 Ford passenger van, VIN 1FDWE35P97DA51708 (hereinafter "van");

WHEREAS, in consideration of the services provided to the elderly by JCOA who are citizens of Harahan and in further consideration of the payment set forth herein, Harahan enters into this Cooperative Endeavor/Lease with JCOA for the aforementioned van for the transportation of mobility-impaired, as well as ambulatory, elderly Harahan residents to and from the Harahan Senior Center operated by JCOA;

NOW THEREFORE, Harahan and JCOA agree as follows:

1. Beginning on February 17<sup>th</sup>, 2017, and ending on February 16<sup>th</sup>, 2022 or for the life of the van (whatever comes first) (hereinafter the "Term"), Harahan agrees to lease to JCOA the van for the exclusive use and purpose of transporting mobility-impaired, as well as ambulatory, elderly Harahan residents to and from the Harahan Senior Center operated by JCOA.
2. The consideration for this lease shall be payment of \$1.00 per year and the services provided by JCOA to elderly residents of Harahan at JCOA's Senior Center in Harahan.
3. As further consideration, JCOA agrees to provide any and all vehicle maintenance to the van as well as to pay for any and all fuel and/or fees necessary to operate the van.
4. It is understood and agreed that JCOA shall at all times maintain possession of and the right to control the van, and Harahan shall not be entitled to take possession of and/or have the right to use the van, except when required for public purposes in the event of declared public emergencies. In the event Harahan takes possession and/or

use of the van in the event of such declared public emergencies, Harahan agrees to defend, indemnify, and hold harmless JCOA from any and all claims, causes of action and/or lawsuits, judgements, damages, penalties, fines, liabilities, losses, costs and expenses of any kind or nature, which arise out of the negligence and/or fault of Harahan in its operation of the van, including but not limited to, any such claims, causes of action and/or lawsuits alleging bodily injury, personal injury, pain, mental anguish and/or death, and/or property loss or damage, arising from the negligence or fault of Harahan.

5. To the fullest extent permitted by law, JCOA agrees to defend, indemnify, and hold harmless Harahan from any and all claims, causes of action and/or lawsuits, judgments, damages, penalties, fines, liabilities, losses, costs, and expenses of any kind or nature, which arise out of the negligence and/or fault of JCOA in its operation of the van, including but not limited to, any such claims, causes of action and/or lawsuits alleging bodily injury, personal injury, pain, mental anguish and/or death, and/or property loss or damage, arising from the negligence or fault of JCOA.

6. JCOA shall at all times during the full Term of this Agreement, and during the Term of any extensions, carry and maintain at its own cost and expense a policy or policies of comprehensive general liability insurance against all claims for personal injury or injuries, including death and property damage arising out of JCOA's use of the van, such insurance to afford protection to the limits of not less than \$1,000,000.00 Dollars combined single limit, per occurrence, and \$2,000,000.00 Dollars aggregate, in respect to injury to persons (including death), and in respect to property damage or destruction, including loss of use thereof. Said policy or policies of insurance shall name Harahan as an additional insured, not merely as a certificate holder, and such policy or policies shall be endorsed as such if necessary.

7. The parties to this Agreement understand and agree that the provisions herein shall, between them, have the effect of law, but in reference to matters not provided for herein, this Agreement shall be governed by the laws of the State of Louisiana, without regard to its conflicts of laws provisions.

8. Failure of either party to require strict performance of any of the covenants, provisions, or conditions of this Agreement, on one or more occasions, shall not constitute a waiver by either party thereafter to require strict compliance with said covenants, provisions, and conditions.

9. If any term or provision of this Agreement, or application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

10. Any amendment to this Agreement must be in writing and oral representations shall not constitute an amendment to this Agreement under any circumstances.

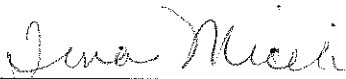
11. This Agreement shall be effective as of the date of the last signature hereto (the "Effective Date").

12. Notwithstanding anything herein to the contrary, in the event that either party determines, in its sole and absolute discretion, that it wishes to terminate this Agreement prior to the end of its Term, it may do so by providing thirty (30) days advance written notice to the non-terminating party of its election to terminate this Agreement, upon which this Agreement shall terminate and neither party shall have any further obligation to the other, except for those obligations set forth herein which expressly survive termination and except for return of the van to Harahan, normal wear and tear excepted.

13. Any notices due under this Agreement shall be by hand-delivery, facsimile or U.S. Mail with proper postage addressed to City of Harahan, Harahan City Hall, 6437 Jefferson Highway, Harahan, LA 70123, Attention: Mayor Tina Miceli and Jefferson Council on Aging, Inc., 6620 Riverside Drive, Suite 216, Metairie, LA 70003, Attention: Albert J. Robichaux, Executive Director and CEO. Notices due hereunder shall be effective on the date of delivery if hand-delivered or sent via facsimile or on the third business day after mailing if sent by U.S. Mail, first class delivery.

14. This Agreement may be executed in one or more counterparts, which, taken together, shall constitute one binding agreement.

CITY OF HARAHAH



Tina Miceli  
Harahan Mayor

Date: 2/17/2017

JEFFERSON COUNCIL ON AGING, INC.



Albert J. Robichaux  
Executive Director and CEO

Date: 2-20-17