

## COOPERATIVE ENDEAVOR AGREEMENT

This Cooperative Endeavor Agreement (“Agreement”) is entered on this 23<sup>rd</sup> day of August, 2016, by and between the Parties, defined exclusively as the following three entities, and referred to individually as “Party” or collectively as “the Parties”:

The duly elected District Attorney for the 19th Judicial District, Parish of East Baton Rouge, Hillar C. Moore, III;

The duly elected District Attorney for the 21st Judicial District, Parishes of Livingston, St. Helena and Tangipahoa, Scott Perrilloux;

And

The duly elected District Attorney for the 23rd Judicial District, Parishes of Parishes of Ascension, Assumption and St. James, Ricky Babin.

### ALL PARTIES DECLARE AS FOLLOWS:

WHEREAS, these District Attorneys are the chief prosecuting authority for these parishes, responsible for ensuring public safety and well operating criminal justice system;

WHEREAS, since August 12, 2016, their parishes have experienced a historic flood inundating the homes of their citizens and employees;

WHEREAS, coordinated efforts to restore and return their employees to work as quickly as possible is a matter of public safety;

WHEREAS, each of their offices has established an “Employee Disaster Relief Fund” in accordance with IRS 26 USC 139 to provide funds to employees in a tax-free manner and provide tax deductibility for donors under IRS 26 USC 170 (c)(1);

WHEREAS, there is nationwide interest in assisting these employees through a common endeavor,

WHEREAS, the expected benefit of this common endeavor to the public and to public safety is greater than or commensurate with the amount of the contribution by the Parties.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

## **1. Incorporation of Recitals.**

The foregoing preliminary Recitals are incorporated herein by reference and are considered an integral part of this Agreement.

## **2. Coordinated funding**

For a period of three years, commencing with execution of this document, the Parties agree to accept donated funds into their individual office "Employee Disaster Relief Fund" and to share cooperatively the proceeds of such funds with each other office's "Employee Disaster Relief Fund" on a pro-rata basis of funds received across the number of persons reported flooded in each office.

## **3. Coordinated collection**

For a period of three years, commencing with execution of this document, the Parties shall agree to collected donated funds into their individual office "Employee Disaster Relief Fund" for the benefit of all offices and to share cooperatively the proceeds of such funds with each other office's "Employee Disaster Relief Fund" on a pro-rata basis of funds received across number of persons reported homeless in each office due to the floods.

This Agreement shall be for a period of three years, commencing on the date executed by the last Party and continuing for three years, unless terminated earlier by written agreement of all parties.

This Agreement may be extended beyond the initial Term by mutual agreement only as memorialized in writing by the Parties.

## **8. Indemnification**

To the extent allowed by Louisiana law, each Party ("Indemnifying Party") shall fully indemnify and hold harmless the other Parties and the employees, agents, contractors, and subcontractors of the other Parties against all losses, claims, damages, liabilities, penalties, obligations and expenses, including, without limitation costs for counsel, when incurred, incidental to, caused by, connected with, relating to, arising out of, or based upon, directly or indirectly, Indemnifying Party's use of, and/or activities on, the Property or the use of, and/or activities on, the Property of Indemnifying Party's employees, contractors, or subcontractors.

All the foregoing indemnification provisions shall apply to permitted uses, as well as uses that are not permitted under this Agreement.

Notwithstanding any provision to the contrary contained in this Agreement, each Party acknowledges that the Indemnifying Party's obligation to indemnify and hold the other Parties harmless under this Paragraph shall not extend to any loss to the extent arising out of the gross negligence or willful misconduct of the other Parties or any of its employees, agents, contractors, or subcontractors of the other Parties.

## **9. Right to Audit**

Any Party to this agreement shall have the right to personally, or through the direction of others on their behalf, audit and inspect the books, data, and records of the "Employee Disaster Relief Fund" of any other Party to this agreement that pertain to the monetary contributions donated, provided, received, or disbursed under this Agreement.

## **10. Notice**

Any and all Notice required under this Agreement shall be in writing and shall be effective immediately upon personal delivery, subject to verification of service or acknowledgement of receipt, or three (3) days after mailing via Certified Mail, receipt requested, to the following addresses:

Hillar C. Moore, III  
19th Judicial District Attorney  
222 St. Louis Street, Suite 550  
Baton Rouge, LA 70802  
Phone: (225) 389-3400  
Payments to "Employee Disaster Relief Fund"  
Online payments to:  
(Parish of East Baton Rouge, reporting 20 employees with flooded homes)

Ricky Babin  
23rd Judicial District Attorney  
P.O. Box 750, Donaldsonville, La. 70346  
Phone: Sandy Sanchez (225) 473-6777  
Payments to "Employee Disaster Relief Fund"  
Online payments to:  
(Parishes of Ascension, Assumption and St. James, reporting 9 employees with flooded homes)

Scott Perrilloux  
21st Judicial District Attorney  
20140 Iowa St.  
Post Office Box 299  
Livingston, LA 70754  
Phone: (225) 686-3070  
Payments to "Employee Disaster Relief Fund"  
Online Payments to:  
(Parishes of Livingston, St. Helena and Tangipahoa, reporting 19 employees with flooded homes)

IN WITNESS WHEREOF, the Parties hereto have signed their names on this 23rd day of August, 2016, in the presence of the undersigned competent witnesses:

R. Sonthal  
Karen Wright

**District Attorney,  
19th Judicial District**

By: Hillar C. Moore, III  
Hillar C. Moore, III, District Attorney

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**District Attorney,  
21st Judicial District,**

By: \_\_\_\_\_  
Scott Perrilloux, District Attorney

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**District Attorney,  
23rd Judicial District,**

By: \_\_\_\_\_  
Ricky Babin, District Attorney