

State of Louisiana

JOHN BEL EDWARDS
GOVERNOR



JOEY STRICKLAND
SECRETARY

Louisiana Department of Veterans Affairs

March 18, 2024

The Honorable Kevin R. Clement
Mayor, City of Thibodaux
P.O. Box
Thibodaux, LA 70302

Dear Mayor Clement,

As another fiscal year draws to an end, we are excited to share the results of our efforts to serve the 4,292 veterans and their families living in your community. With your support, our Veterans Assistance Counselors helped to bring in over \$21,226,000 in Compensation and Pension benefits from the US Department of Veterans Affairs to your parish.

We look forward to continuing our partnership in the new fiscal year and have attached an updated Cooperative Endeavor Agreements (CEA) for January 1, 2024, to December 31, 2024, for your review and signature. In addition, we have included an explanation of how the requested contribution amount was determined.

Please sign the agreements as soon as you are able and return it to us either by email or mail. We will send an executed original to your office.

If you have any questions or concerns, I can be reached in my office at (225) 219-5008 or by email at earnest.buckner.jr@la.gov.

Once again, LDVA thanks you for your unwavering commitment to Louisiana's veterans, and we look forward to working with you to serve those who have done so much for us.

Sincerely,

A handwritten signature in cursive script that reads "Earnest Buckner Jr.".

Earnest Buckner Jr.
Deputy Assistant Secretary, Benefits
Louisiana Department of Veterans Affairs
225.219.5008 (o)
225.219.5590 (f)



COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

CITY OF THIBODAUX

AND

LOUISIANA DEPARTMENT OF VETERANS AFFAIRS

THIS COOPERATIVE AGREEMENT is made and entered into on _____ by and between City of Thibodaux, hereafter referred to as Parish/Municipality, a political subdivision of the State of Louisiana represented by Kevin R. Clement, Mayor, and the Louisiana Department of Veterans Affairs (hereafter referred to as LDVA), a state agency within the Executive Branch of the State of Louisiana represented by its Secretary, Charlton Joseph Meginley.

ARTICLE I

WHEREAS, Louisiana Revised Statutes, including but not limited to La R.S. 29:260-262, as amended and reenacted, specifically provide enabling legislation for LDVA to estimate and recover part of the operations cost of parish Veterans' Service Offices. Specifically, La. R.S. 29:260-262 provides that LDVA shall not contribute more than seventy-five percent (75%) for the operation and maintenance of such parish Veterans' Service Offices; that police juries and municipal governing authorities may make appropriations out of funds for the purpose of providing or assisting in providing for the maintenance and operation of Veterans' Service Offices established by LDVA; that police juries and municipal governing authorities shall provide office space for the operation of Veterans' Service Offices established by LDVA pursuant to law; and the cost of providing such office space shall not be considered as any payment or contribution required toward the expense of operation and maintenance of such Veterans' Service Office space.

ARTICLE II

WHEREAS, Parish/Municipality desires to support local veterans and improve their access to benefits and services by providing for both the cost to maintain and operate Veterans' Service Offices and space to house such service offices as provided by law.

ARTICLE III

WHEREAS, LDVA, whose physical office is located at 602 N. Fifth Street, Baton Rouge, Louisiana, 70802 and whose official mailing address is P.O. Box 94095 Capitol Station, Baton Rouge, Louisiana, 70804-9095, received funds in Fiscal Year 2024 to provide such services to veterans in Parish/Municipality.

ARTICLE IV

WHEREAS, both LDVA and Parish/Municipality desire to memorialize their respective fiscal, operational, and maintenance obligations relative to the establishment of Veterans' Service Offices in Parish/Municipality,

NOW THEREFORE, LDVA and Parish/Municipality, each having authority to do so, agree as follows:

I. OBLIGATIONS OF THE PARTIES.

A. Obligations of LDVA

1. LDVA shall provide information to veterans residing in or near Parish/Municipality and their dependents through various outlets including but not limited to the news media, internet, reading materials, and personal consultations about benefits to which they are entitled, including medical services, compensation and pension programs, education, home loan guarantees, employment, benefits for patients in nursing homes, insurance benefits, referrals to housing and mental health providers, and interment benefits.
2. LDVA shall provide a highly trained Veterans Assistance Counselor at said service offices.
3. LDVA shall make every reasonable effort to ensure that the Parish Veterans' Service Offices are staffed, excluding applicable holidays, training periods, inclement weather closures, etc., as follows:
 - a. Thibodaux: three (3) day(s) per week on the following day(s), to wit: Monday, Wednesday, and Friday, and
 - b. Mathews: two (2) day(s) per week on the following day(s), to wit: Tuesday and Thursday.
4. LDVA will endeavor to update the parish or municipality of any office closure that may occur, should the need arise.
5. LDVA shall designate a contract monitor to ensure that the parties meet their obligations described herein and identify said person, along with their mailing address, email address and phone number to Parish/Municipality.

B. Obligations of Parish/Municipality

1. Parish/Municipality shall provide office spaces for the Veterans' Service Offices that offer a safe location for LDVA employees and clients, space for private client interviews, secure storage of client files, and accessibility for disabled visitors. Said spaces shall be located at the following addresses:
 - a. 2535 Veterans Blvd., Thibodaux, LA 70302
 - b. 4879 Highway 1, Mathews, Louisiana 70375
1. Parish/Municipality shall provide for all utilities and Internet expenses, as well as 27.85% of phone service costs, as part of its obligation to provide space for the Veterans' Service Offices.
2. Parish/Municipality shall provide funding to LDVA in the amount described herein to support the cost to operate and maintain the Veterans' Service Offices.

II. FUNDING AND REPORTING

A. Compensation and Disbursement

1. Parish/Municipality shall contribute to the support of the Veterans' Service Offices by paying LDVA a total of \$9,530.00 in minimum monthly payments of \$794.00.
2. Parish/Municipality shall make payments by check or electronic means only, payable to LDVA. Prior to making the first payment, Parish/Municipality shall select its preferred method and communicate the choice to LDVA.

B. Reporting

1. Upon request, LDVA shall provide an operations report on the number of veteran contacts and claims processed that period.
2. LDVA shall also include within that report any additional information that might assist in communicating and demonstrating the positive impact to the community of the services provided by LDVA.

C. Invoicing

1. LDVA shall submit to Parish/Municipality an invoice for the payment described herein on a quarterly basis.

2. Parish/Municipality may pay monthly, and shall pay LDVA the full sum of the invoiced amount no later than 30 days after receipt of this invoice.

III. TERM

- A. This Cooperative Endeavor Agreement shall be in effect from January 1, 2024 to December 31, 2024.

IV. TERMINATION

- A. Parish/Municipality may terminate this Agreement at any time during the term of the Agreement by giving the Contractor written notice of its intention to terminate at least thirty (30) days before the intended date of termination. The Parish/Municipality must provide the reason for termination and reason why it cannot comply with the Louisiana Revised Statutes referenced above. Upon termination by the Parish/Municipality or the failure of Parish/Municipality to meet its obligations defined herein, LDVA may close the Veterans' Service Offices operated in Parish/Municipality.

V. CONTROLLING LAW

- A. The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

VI. LEGAL COMPLIANCE

- A. LDVA and Parish/Municipality shall comply with all federal, state, and local laws and regulations, including, specifically, but without limitation, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*), in carrying out the provisions of this Agreement.

VII. PUBLIC LIABILITY/INDEMNIFICATION

- A. LDVA will indemnify, defend, and hold harmless Parish, including Parish's employees and agents, from and against any and all claims or liabilities arising from the fault of LDVA, its employees, or agents in carrying out LDVA'S duties and obligations under the terms of this agreement. The Parish will indemnify, defend, and hold harmless LDVA, including LDVA'S employees, delegates, agents, and representatives from and against any and all claims or liabilities arising from the fault of Parish, its employees, or agents in carrying out the Parish's duties and obligations under the terms of this agreement. This section will survive the termination of this agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

- B. Nothing herein is intended, nor shall be deemed to create a third-party beneficiary to or for any obligation by any party hereto or to authorize any third person to have any action against any party hereto arising out of this Agreement.
- C. LDVA is responsible for any and all insurance or other liability requirements related to the operations or activities associated with this agreement. LDVA will ensure that it has insurance coverage for any general liability claims occurring at the premise provided by the Parish as well as insurance coverage for any LDVA contents located at the premise provided by the Parish. In addition, LDVA agrees that all insurance policies required by the agreement will be primary, will include a waiver of subrogation in favor of the Parish as to workers' compensation claims, and will identify the Parish as an additional insured.

VIII. SEVERABILITY

- A. If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent of the law.

IX. NOTICES

- A. Legal notices to the parties shall be mailed to the following persons and addresses via certified United States mail, to wit:

1. LDVA:
 Charlton Joseph Meginley
 SECRETARY
 Louisiana Department Veterans Affairs
 P. O. Box 94095, Capitol Station
 Baton Rouge, Louisiana 70804-9095

2. CITY OF THIBODAUX:
 Kevin R. Clement
 MAYOR
 P.O. Box 5418
 Thibodaux, LA 70302

IN WITNESS WHEREOF, the parties have executed this Cooperative Endeavor Agreement on the day, month, and year first written above.

SIGNATURES:

CITY OF THIBODAUX

BY: _____

KEVIN R. CLEMENT, MAYOR

Witnessed by: _____

(Signature)

(Signature)

 (Printed Name)

 (Printed Name)

LA DEPARTMENT OF VETERANS AFFAIRS

BY: _____

CHARLTON JOSEPH MEGINLEY, SECRETARY

Witnessed by: _____

(Signature)

(Signature)

 (Printed Name)

 (Printed Name)



City of Thibodaux Cooperative Agreement Summary 2024

	Total Parish Expenses	Total Parish Contribution (27.85%)	City of Thibodaux Share (40% of Parish Contribution)
Salaries & Benefits	\$73,312	\$20,417	\$8,167
Travel	\$1,532	\$427	\$171
Supplies	\$609	\$170	\$68
Postage, Equip. Maintenance	\$253	\$70	\$28
Telephone & Internet	\$1,168	\$325	\$130
Professional Services	\$774	\$215	\$86
Acquisitions	\$0	\$0	\$0
OTS Migration	\$898	\$250	\$100
Subtotal:	\$78,545	\$21,875	\$8,750
*Administration Expense		\$780	\$780
Total:		\$23,826	\$9,530

*Costs related to human resources, accounting, payment processing, etc. (2.5% of total expenses)

Economic Impact of Lafourche Parish Veterans' Service Offices:

\$21,226,000 in Compensation and Pension benefits for a veteran population of
4,292.

(According to US Department of Veterans Affairs FY22 Summary of Expenditures)