

## **Intergovernmental Agreement**

**in regards to the:**

### **Houma/Thibodaux Police Dept. Victim of Crime Analysis Link (VOCAL)**

This agreement is made and entered into between the:

**Houma Police Department (“HPD”), a division of the Terrebonne Parish Consolidated Government (“TPCG”),** a political subdivision of the State of Louisiana, appearing herein through its duly authorized Parish President Gordon E. Dove by virtue of Terrebonne Parish Council Resolution No. 19-311; and

**Thibodaux Police Department (TPD)** an agency of the state of Louisiana, appearing herein through its duly authorized Chief Bryan Zeringue, by virtue of appointment.

WITNESSETH:

Whereas, The Local Services Law, La. R.S. 33:1321, *et seq.*, authorizes any parish, municipality or political subdivision to make agreements between or among themselves to engage jointly in the promotion and maintenance of any undertaking or the exercise of any power, provided that at least one of the participants to the agreement is authorized by law to complete the undertaking; and

Whereas, La. R.S. 33:1324 provides that “[s]uch arrangements may provide for the joint use of funds, facilities, personnel or property or any combination thereof necessary to accomplish the purposes of the agreement, and such agreements may include but are not limited to activities concerning: (1) Police, fire and health protection . . .”; and

Whereas, Section 1-06 of the Terrebonne Parish Charter provides: “The parish government shall have the right, power and authority to pass all ordinances requisite or necessary to promote, protect and preserve the general welfare, safety, health, peace and good order of the parish, including, but not by way of limitation, the right, power and authority to pass ordinances on all subject matters necessary, requisite or proper for the management of parish affairs, and all other subject matter [sic] without exception, subject only to the limitation that the same shall not be inconsistent and with the constitution or expressly denied by general law applicable to the parish.”; and

Whereas, TPCG is authorized to provide for the safety and welfare of the citizens of Terrebonne Parish and in furtherance thereof maintains as a department of the TPCG the Houma Police Department; and

Whereas, TPCG and TPD have previously entered into an agreement similar to this agreement, in which the TPCG and TPD were members of a Crime Victim Task Force for the purposes of facilitating the follow up of crime victims committed within their jurisdictions, facilitating the sharing of information and resources in connection with such investigations and

prosecutions, and facilitating applications for grant money on behalf of the Task Force, specifically the VOCA Grant administered by the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice, and

Whereas, a new agreement is necessary for the purposes of facilitating the application for monies under the currently available VOCA Grant: and

Whereas, TPCG and TPD wish to enter into a new intergovernmental agreement for those purposes; and

Now therefore, in consideration of the mutual covenants herein contained, and the mutual benefits to be derived by all parties herein, the parties hereto agree as follows:

1. The Houma-TPD VOCAL Task Force is hereby established and its members are comprised of the Terrebonne Parish Consolidated Government Houma Police Department and the Thibodaux Police Department.
2. The above members are referred to herein as the Member Agencies. The Houma Police Department is the Applicant Agency for the purposes herein, and is responsible for applying for grant money on behalf of the Task Force.
3. The purposes of this Agreement are to establish a crime victim task force between and among the member agencies in order to facilitate the victims of crime committed within the jurisdictions of the member agencies, to facilitate the sharing of information and resources in connection with such investigations and prosecutions, and to facilitate applications for grant money on behalf of the Task Force, specifically the VOCA GRANT.
4. The Applicant Agency will notify each participating member agency of the receipt of award of the requested funds.
5. By executing this Agreement, each member agency declares its intention to participate fully in the management and operation of the Task Force.
6. Recognizing the fact that the sub-grantee of this project, the Houma Police Department, bears all liability concerning financial and administrative matters, the Houma Police Department hereby accepts all responsibility concerning the management of this Task Force. Furthermore, each member agency hereby agrees to fully support and assist the Applicant Agency in such administration if the need arises.
7. There is 20% matching funding required to member agencies. The listed amounts of monies for the VOCA grant are made available by federal monies under the VOCA Grant provided by LCLE to pay overtime.

Thibodaux Police Department

\$16,250.00

8. Each member agency shall provide at least one (1) officer/deputy, with necessary equipment, and an amount of money that is equal to their pro-rata share of matching funds necessary to secure federal funds.
9. A Board of Directors of the VOCA grant is hereby created and established for the purposes of determining, selecting, and prioritizing intended activities; allocating resources; granting authorization to initiate contact with victims of any crime. The Board shall be comprised of two officers of the Houma Police Department, one of which shall be the Director of the Board and one deputy of the Thibodaux Police Department. The following individuals are the initial members of the Board:

Bobbie O'Bryan, Board Director	Houma Police Department
Christina Farmer	Houma Police Department
Chief Bryan Zeringue	Thibodaux Police Department

10. In accordance with this agreement, each member agency shall have one, and only one, equal vote for the purpose of decision making. The Director of the Board shall not be a designated voter. Unanimous consent by all voting Board Members is necessary to initiate activities utilizing Grant Funding.
11. The unanimous consent of the Board is required to initiate funding of project investigations.
12. The Board shall establish policies to select cases to be investigated; allocate, focus, and manage project resources; and provide oversight of project investigations.
13. The Board shall meet monthly, with minutes, to establish investigative plans and resource commitments.
14. An Advisory Group will be set up to assist the Board in addressing selected cases to be investigated; identifying resources per investigations; and assisting with personnel as needed. This Advisory Group shall be comprised of deputies or officers of the Houma Police and Thibodaux Police Department. The following individuals are the initial members of the Advisory Group:

Jacob Hoffpauir	Thibodaux Police Department
Christina Farmer	Houma Police Department

15. Every case developed by the VOCA grant will be staffed by two or more member agencies.
16. Should computer hardware and software, along with other data processing equipment, become available through this Grant, all participating member agencies shall have access to the equipment.
17. A member agency may withdraw from this agreement upon sixty (60) days written notice to the remaining member agencies of its intention to do so. The ceding member agency shall also notify, in writing, the Criminal Justice Coordinating Council and the Louisiana

Commission on Law Enforcement of its intention to withdraw from this Agreement. The ceding member agency shall provide all financial reimbursements due, along with all administrative and reporting requirements necessary, to facilitate the termination of its portion of funds under the VOCA Grant, or any other applicable grant funds.

18. Equipment acquired with grant funds will be distributed equitably among member agencies upon withdrawal by an agency as decided by the Board.

A. This agreement shall be binding for a period to run concurrent with the Phase I portion of this Grant 1/01/2020-06/30/2021, plus ninety (90) days to facilitate the conclusion of administrative functions and reporting requirements.

19. Any law enforcement officers acting pursuant to this agreement shall have the full and complete authority as peace officers and deputies in their jurisdiction covered by this agreement as though appointed by each of the parties herein.

20. No Waiver. The failure of any member agency to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this Agreement.

21. Compliance with laws. The member agencies, their employees, contractors and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this Agreement.

22. Legal Construction. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

23. Amendment. No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of each member agency.

24. Assignment. Any rights or obligations arising under this agreement may not be assigned by any member agency, partially or fully, without prior written consent of the remaining member agencies.

25. Except for those claims arising from the sole negligence of TPD, TPCG agrees to defend, indemnify, save and hold harmless the TPD, including all board members, officers, agents, servants, employees, and volunteers of each, from and against any and all claims, demands, expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, which may occur or in any way be related to this agreement or the duties and responsibilities assumed herein, or which grow out of any act, negligence or omission of TPCG, its agents, servants, employees, or assigns, and any and all costs, expenses and/or attorneys' fees incurred by TPD as a result of any such claim, demands, and/or causes of action including all costs associated with the enforcement of this indemnification provision:

without, however, waiving any governmental immunity available to TPD under Louisiana law and without waiving any defenses of the parties hereto; and,

Except for those claims arising from the sole negligence of TPCG, TPD agrees to defend, indemnify, save and hold harmless the Terrebonne Parish Consolidated Government, including all board members, officers, agents, servants, employees, and volunteers of each, from and against any and all claims, demands, expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, which may occur or in any way be related to this agreement or the duties and responsibilities assumed herein, or which grow out of any act or omission of TPD, its agents, servants, employees, or assigns, and any and all costs, expenses and/or attorneys' fees incurred by TPCG as a result of any such claim, demands, and/or causes of action including all costs associated with the enforcement of this indemnification provision; without, however, waiving any governmental immunity available to TPCG under Louisiana law and without waiving any defenses of the parties hereto; and

**NON-APPROPRIATION**

Notwithstanding any provisions herein, in the event sufficient funds for the performance of this Agreement are not appropriated by the governing authority of any party to this agreement in any fiscal year covered by this contract, the non-appropriating party may secede from this Agreement by giving notice to the other parties of such facts and its intention to terminate its financial obligation.

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT,  
HOUMA POLICE DEPARTMENT:**

  
\_\_\_\_\_  
Gordon E. Dove, President

Date: \_\_\_\_\_

**Thibodaux Police Department:**

\_\_\_\_\_  
Tommy Eschete, Mayor, City of Thibodaux

Date: \_\_\_\_\_