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Archie Chaisson, III, Parish President

Executive

February 12, 2020

City of Thibodaux
ATTN: Mayor Tommy Eschete
P.O. Box 5418
Thibodaux, LA 70302

RE: CEA—Recreation funds

Dear Mayor Eschete:

Enclosed are three (3) original agreements approved by the Lafourche Parish Council at the February 11, 2020 meeting. Please sign accordingly and return all originals to my attention for further processing. You will receive a certified copy after the document is recorded.

If you have any questions, please feel free to contact me at 985-446-8427.

Sincerely,

Kelli Toups
Executive Assistant
Lafourche Parish Government

Enclosures

Archie Chaisson, III	Parish President	Jim Wendell	District 5
Jerry Jones	District 1	Corey Perrillioux	District 6
William "T-Boo" Adams	District 2	Armand Autin	District 7
Michael Gros	District 3	D'Lynn Boudreaux	District 8
Aaron "Bo" Melvin	District 4	Daniel Lorraine	District 9

COOPERATIVE ENDEAVOR AGREEMENT

COOPERATIVE ENDEAVOR AGREEMENT * PARISH OF LAFOURCHE
BETWEEN CITY OF THIBODAUX * STATE OF LOUISIANA
AND *
LAFOURCHE PARISH GOVERNMENT *

This Cooperative Endeavor Agreement (Agreement) made and entered into this ____ day of _____, 2020 by and between the City of Thibodaux (City) and the Lafourche Parish Government (Parish).

WITNESSETH:

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that "For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual";

WHEREAS, the City of Thibodaux and the Parish desire to promote, develop and improve the quality and availability of and recreational services to the citizens of the City of Thibodaux; and

WHEREAS, the City has a legal obligation and right to promote and develop the quality and availability of recreational services to the citizens of the City of Thibodaux; and

WHEREAS, the promotion and development of the quality and availability of recreational services to the citizens of the City serves a public purpose and results in a public benefit; and

WHEREAS, the Parish desires to provide funding to the City to assist the City in carrying out this public purpose and public benefit; and

WHEREAS, the City and the Parish believe that they can substantially benefit the recreational opportunities for citizens in the City by entering into a cooperative endeavor with each other; and

WHEREAS, the Parish finds that providing funding for the terms of this cooperative endeavor will serve a public purpose and have a public benefit not disproportionate to the consideration in this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained the legal obligation, the public purpose, and the public benefit the parties hereto agree as follows:

BE IT KNOWN by these presents that,

CITY OF THIBODAUX, a municipality of the State of Louisiana, represented herein by Mayor Tommy Eschete, who has been authorized to act herein pursuant to Thibodaux City Ordinance Number ____ dated _____, and whose mailing address in Post Office Box 5418, Thibodaux, Louisiana 70302;

and

LAFOURCHE PARISH GOVERNMENT, a parochial government of the State of Louisiana, represented herein by President Archie P. Chaisson, III, who has been authorized to act herein pursuant to Lafourche Parish Resolution Number 20-046 dated 2-11-20, and whose mailing address is Post Office Box 5548, Thibodaux, Louisiana 70302;

The City and Parish do hereby enter into a Cooperative Endeavor Agreement, said agreement being subject to the following terms, conditions, obligations and warranties that is between the parties:

Purpose

The purpose of this agreement is to recognize the City of Thibodaux as a public entity providing recreational services in lieu of a Parish Recreation District in order to provide an allocation of funding to the City from a parish-wide tax millage assessed for recreation services and promote and develop the quality and availability of recreational services to the citizens of the City of Thibodaux.

Scope of Services

The City agrees to:

- Continue acquiring, constructing, improving, maintaining and/or operating recreational facilities and activities throughout the recreation district/City;
- Present to the Lafourche Parish Council an annual report on the status of the recreational programs and facilities in the district;
- Provide a copy of the City's annual audited financial report which is GASB compliant;
- Receive recommendations from the Thibodaux Recreation Board for maintaining and/or operating recreational facilities and activities throughout the City. The Mayor and his staff will administer all recreational activities.

The Parish agrees to:

- Recognize the Thibodaux Recreation Director as the designee for the City of Thibodaux which will function as outlined above.

In consideration and compensation of the aforesaid tasks by the City, the Parish agrees to allocate the City an amount not less than 95% of the revenues generated within the City through the parish-wide recreation millage tax.

Term of Agreement

This agreement shall become effective on the date of signing and shall terminate on December 31, 2030 provided that the City and Parish have fulfilled their obligations under this agreement. This Agreement shall remain in full force and effect until it is modified or canceled by written agreement of each party hereto, in accordance with law.

Termination Clause

Either party may terminate this Agreement for cause based upon the failure to comply with the terms and/or conditions of the Agreement provided that the written notice is forwarded specifying the party's failure. If within thirty (30) days after receipt of such notice, the party shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the party shall be placed in default and the Agreement shall terminate on the date specified in such notice.

Fiscal Funding

The continuation of the Agreement is contingent upon the collection of the tax millage revenues by the Lafourche Parish Government. If the Lafourche Parish Government fails to collect tax millage revenues for recreation to provide for the continuation of the Agreement, or if such millage revenues is reduced and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not received.

Nothing in this agreement shall prohibit the Lafourche Parish Government from making any special or supplemental appropriations of additional funds to the City for other recreation needs. The City of Thibodaux agrees to use any and all special or supplemental appropriations for recreational purposes as outlined in this agreement.

Indemnification; Insurance

The City shall indemnify and hold harmless the Parish, against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the parties growing out of, resulting from, or by reason of any act or omission of the City, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement.

The City shall provide and bear the expense of all personal and professional insurance related to their duties arising under this Agreement.

Partial Invalidity; Severability

If any term, covenant, condition, or provision of the Agreement or the application thereof to any person or circumstances 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 be affected thereby, and each such term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Entire Agreement; Modification

This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by all parties.

Controlling Law

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

Legal Compliance

The City of Thibodaux and the Lafourche Parish Government shall comply with all federal, state, and local laws and regulations in carrying out the provisions of this Agreement.

Remedies for Default

In the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana.

Notice

All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand delivery or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

Mayor of the City of Thibodaux
Post Office Box 5418
Thibodaux, Louisiana 70302

President
Lafourche Parish Government
Post Office 5548
Thibodaux, Louisiana 70302


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

WITNESSES:

Rhonda Dempster

Rebecca Bourgeois

WITNESSES:




Kelli Toups



Mitch Orgeron

Tommy Eschete, Mayor
City of Thibodaux



Archie P. Chaisson, III, President
Lafourche Parish Government