

COOPERATIVE ENDEAVOR AGREEMENT

COOPERATIVE ENDEAVOR AGREEMENT * PARISH OF LAFOURCHE
BETWEEN CITY OF THIBODAUX * STATE OF LOUISIANA
AND *
THIBODAUX MAIN STREET INC. *

This Cooperative Endeavor Agreement (Agreement) made and entered into this _____ day of _____, 2020 by and between the City of Thibodaux (City) and Thibodaux Main Street Inc. (TMS).

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 Thibodaux Main Street Inc. desire to promote, encourage, and develop tourism and economic development within the City of Thibodaux;

WHEREAS, the City of Thibodaux has a legal obligation and right to promote, encourage, and develop tourism and economic development within the Thibodaux downtown area;

WHEREAS, the promotion, encouragement, and development of tourism and the economic development of the City of Thibodaux serves a public purpose and results in a public benefit;

WHEREAS, the City of Thibodaux desires to provide funding to Thibodaux Main Street Inc. to assist the City in carrying out this public purpose and public benefit;

WHEREAS, the City of Thibodaux and Thibodaux Main Street Inc. believe that they can substantially benefit and increase the promotion, encouragement, and development of tourism and economic development of the City of Thibodaux by entering into a cooperative endeavor with each other;

WHEREAS, the City of Thibodaux desires to provide funding to Thibodaux Main Street Inc. based on the terms this cooperative endeavor agreement in an amount not to exceed \$10,000.00 for a one year period, payable as follows: \$5,000.00 payable on or before March 31st and \$5,000.00 payable on or before September 30th;

WHEREAS, the City of Thibodaux 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 _____, 2020, and whose mailing address is Post Office Box 5418, Thibodaux, Louisiana 70302;

and

THIBODAUX MAIN STREET INC., a nonprofit organization, domiciled in the City of Thibodaux, State of Louisiana, represented herein by John Kerry, Executive Director, who is authorized to act herein and who's mailing address is 409 B West 3rd St., Thibodaux, Louisiana 70301;

The parties agree as follows:

The City of Thibodaux and Thibodaux Main Street Inc. 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 formulate a cooperative endeavor to provide for the promotion, encouragement, and development of tourism and economic development in the City of Thibodaux and improve the quality and availability of tourism materials for the City of Thibodaux, Louisiana.

Scope of Services

Thibodaux Main Street Inc. agrees to:

- provide Brochures for the City of Thibodaux;
- distribute/mail Brochures and other material for the City of Thibodaux to persons and businesses seeking to relocate;
- distribute/mail Brochures and other material for the City of Thibodaux in order to educate tourist seeking to visit the City on the benefits of the City;
- distribute/mail Brochures and other material for the City of Thibodaux in order to educate businesses and organizations seeking to hold conventions on the benefits of the City;
- provide Visitor Center Personnel who are knowledgeable about the City and what it has to offer;
- create awareness of activities in the City of Thibodaux

Thibodaux Main Street Inc. shall provide the above services to the residents and visitors of the City of Thibodaux through 2020.

Compensation and Payment Schedule - In consideration of the services described above, the City of Thibodaux hereby agrees to provide funding to Thibodaux Main Street Inc. in an amount not to exceed \$5,000.00, payable as follows:

- \$5,000.00 payable on or before March 31st.
- \$5,000.00 will be payable on or before September 30th.

Payment shall be made only upon written request by Thibodaux Main Street Inc..

Term of Agreement - This Agreement shall become effective once approved by the City Council and shall terminate on December 31, 2020, provided Thibodaux Main Street Inc. has fulfilled its obligations under this agreement.

Termination Clause - The City of Thibodaux may terminate this Agreement for cause based upon the failure of Thibodaux Main Street Inc. to comply with the terms and/or conditions of the Agreement provided that the City of Thibodaux shall give Thibodaux Main Street Inc. written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, Thibodaux Main Street Inc. shall not have either corrected such failure or thereafter proceeded diligently to complete such correction, then the City may, at its option, place Thibodaux Main Street Inc. in default and the Agreement shall terminate on the date specified in such notice.

Nonassignability - Neither party shall assign or transfer any interest in this Agreement.

Fiscal Funding - The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the City Council. If the City Council fails to appropriate sufficient monies to provide 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 appropriated.

Indemnification; Insurance - Thibodaux Main Street Inc. shall indemnify and hold harmless the City of Thibodaux, 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 Thibodaux Main Street Inc., 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. Such indemnification shall include fees and costs of litigation, including, but not limited to, reasonable attorney's fees.

Insurance - Thibodaux Main Street Inc. shall provide and bear the expense of all personal and professional insurance related to their duties arising under this Agreement.

Discrimination Clause - Thibodaux Main Street Inc. agrees not to discriminate in its employment and admission practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation or disabilities.

Any act of discrimination committed by Thibodaux Main Street Inc., or failure to comply with Federal or State nondiscrimination statutory obligations when applicable shall be grounds for termination of this Agreement.

Partial Invalidity; Severability - If any term, covenant, condition, or provision of this 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 Thibodaux Main Street Inc. 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.

Notices - 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

Danielle Stein, Executive Director
Thibodaux Main Street Inc.
409 B West 3rd St.
Thibodaux, Louisiana 70301

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

WITNESSES:

Rhonda Dempster
Rhonda Dempster

Mayor Tommy Eschete
City of Thibodaux

Rebecca Bourgeois

WITNESSES:

Janet Marant
Kelly Maggio

THIBODAUX MAIN STREET INC.

Danielle Stein
Danielle Stein, Executive Director