

GENERAL AGREEMENT
Between
NATIONAL PARK SERVICE
JEAN LAFITTE NATIONAL HISTORICAL PARK & PRESERVE
And the
CITY OF THIBODAUX, LOUISIANA

This General Agreement (“Agreement”) is entered into by and between the U.S. Department of Interior, National Park Service, Jean Lafitte National Historical Park and Preserve (hereinafter referred to as “NPS” or “Park”), and the City of Thibodaux, Lafourche Parish, Louisiana (herein after referred to as “City”) for the purpose of collaborating to offer the community a walking and commuting path along Bayou Lafourche.

Article I. Background and Objectives

The City of Thibodaux is committed to improving access and providing the community a place to walk, recreate, and enjoy Bayou Lafourche safely.

The Wetlands Acadian Cultural Center (“Center”) of Jean Lafitte National Historical Park and Preserve opened in November 1992 to interpret the Acadian culture of the Mississippi Delta region. The Center uses music, language, art, and the bayou to tell the story of the of Louisiana’s bayou country. Encouraging folks to connect with the bayou enhances the NPS and Park mission.

The objective of this Agreement is to establish the standards, terms, and conditions under which the City will work with the NPS to maintain the trail that connects Jackson Street Bridge to the NPS. Both parties will work together to maintain the bayou walkway.

This partnership will allow the park to provide safe visitor access to and from the downtown and will allow the City to further increase community access to the bayou and walking and jogging trails. This trail extends the existing trail loop from Nicholls State University. Many citizens currently walk using this path in its undeveloped form for enjoyment and commuting.

This Agreement is not a fiscal or funding instrument. The transfer or exchange of monies or funds will be authorized through separate instruments pursuant to applicable laws, regulations, and policies.

Article II. Authority

The NPS enters into this Agreement pursuant to the following legal authorities:

General Authority to Take Actions That Promote and Regulate Units of the National Park System (54 U.S.C. § 100101 - 100102): The NPS Organic Act directs the Secretary to promote and regulate National Park System lands by such means and measures as to

conform to the fundamental purpose of such lands, namely, conservation of the scenery and the natural and historic objects and wildlife therein, and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations.

Authority to Use Cooperative Management Agreements Where NPS Lands are Near State or Local Parks (54 U.S.C. § 101703): Authorizes the Secretary to enter into an agreement with a State or local government agency to provide for the cooperative management of Federal and State or local park areas (but may not transfer “administrative responsibilities” for any unit of the National Park System under this authority where a unit of the National Park System is located adjacent to or near a State or local park area, and cooperative management between the NPS and a State or local government agency of a portion of either park will allow for more effective and efficient management of the parks.

Article III. Responsibilities and Understanding of the Parties

A. The Parties jointly agree to:

1. Establish and maintain a collaborative relationship to accomplish mutually identified goals related to bayou walkway.
2. Expedite decisions and agreements considered vital to the Parties’ mutual goals. Resolve any issues that arise as expeditiously as possible. Work together in good faith to resolve differences at the organizational level of the Key Officials listed in this Agreement prior to elevating matters within the other Party’s organization.
3. Work together to encourage community relevance and engagement in shared stewardship of the bayou walkway.
4. Designate a liaison from both parties to coordinate on matters identified in the Agreement.

B. The NPS agrees to:

1. Routinely remove trash from the trail segment, to include emptying of waste receptacles placed for general public use by either the City or NPS.
2. Maintain minimal vegetation control along the segment to prohibit encroachment of vegetation into walkway path of pedestrians.
3. Promptly communicate any reported or observed lighting or walkway repair and rehabilitation concerns to the City liaison.

C. The City agrees to:

1. Promptly maintain and make repairs to all city-installed lighting apparatuses along the trail segment.
2. Work with the Park to meet and adhere to any NPS compliance, policies and procedures.

Article IV. Term of Agreement

Unless earlier terminated by operation of the terms of this Agreement, or by agreement of the parties in writing, this Agreement will be in effect for a period of five (5) years beginning on the date the last signature is affixed to this Agreement.

Article V. Modification and Termination

1. This Agreement may be modified by a written instrument signed and executed by the parties.
2. Either party may terminate this Agreement for any reason by providing sixty (60) days written notice setting forth the reasons for proposing termination. Neither party will be liable to the other for any costs or claims in the event of termination.
3. If the termination is requested as the result of a material breach of the Agreement, the non-breaching Party may provide the breaching Party with an opportunity to cure the breach by a date specified in a Cure Letter. If the breach is not cured to the satisfaction of the non-breaching Party by the specified date, this Agreement will terminate upon the breaching Party's receipt of a Notice of Termination for Breach.

ARTICLE VI. Key Officials

The personnel specified below are considered essential to the successful coordination and communication between the City and NPS for the work to be performed pursuant to this Agreement. Upon written notice to all the other parties, that party may designate an alternate to act in place of the designated Key Official or designate a new Key Official.

For the National Park Service:

Charles Hunt, Superintendent
Jean Lafitte National Historical Park and Preserve
419 Decatur Street
New Orleans, LA 70130-1035
E-mail: JELA_Superintendent@nps.gov
Telephone: (504) 589-3882 ext. 137
Fax: (504) 589-3864

For City:

Tommy Eschete, Mayor
310 West 2nd Street
P.O. Box 5418
Thibodaux, LA 70302
E-Mail: teschete@ci.thibodaux.la.us
Telephone: 985-446-7218
Fax: 985-446-7247

Article VII. Standard Clauses

- A. **Non-Discrimination:** All activities pursuant this agreement and the provisions of Executive Order 1 1246; shall be in compliance with requirements of Title VI of the Civil Rights Act of 1 964 (78 Stat. 252 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S. C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. § §6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religious or sex in providing of facilities and service to the public.
- B. **NPS Appropriations:** Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate NPS, the Department, or the United States of America to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this Agreement, nor does this Agreement obligate NPS, the Department, or the United States of America to spend funds on any particular project or purpose, even if funds are available.
- C. **Prior Approval:** The City shall obtain prior written approval from the NPS before:
1. Holding special events within the Park;
 2. Entering into third-party agreements of a material nature;
 3. Assigning or transferring this Agreement or any part thereof;

4. Constructing any structure or making any improvements within the Park's boundaries;
 5. Releasing any public information that refers to the Department, the NPS, the Park, any NPS employee (by name or title), this Agreement or the projects contemplated hereunder.
- D. **Compliance with Applicable Laws:** This Agreement and performance hereunder is subject to all law, regulations and management policies including those governing the NPS property and resources, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the general powers of the NPS for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies. Nothing in this Agreement shall be deemed inconsistent with or contrary to the purpose of or intent of any Act of Congress.
- E. **Disclaimers of Government Endorsement:** The City will not publicize or circulate materials (such as advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications), suggesting expressly or implicitly, that the Government, the Department, NPS, or Government employees endorse the City business, goods, or services. All materials referring to the Government must be approved by the NPS Key Official prior to publication. Nothing herein is intended to prevent the NPS or the Department of the Interior from recognizing the partnership or contributions made by the Partners to NPS, and from authorizing an inclusion of such recognition in materials generated by City related to this Agreement.
- F. **Modifications:** This Agreement may be extended, renewed, supplemented or amended only when agreed to in writing by the NPS and the City.
- G. **Waiver:** No waiver of any provisions of this Agreement shall be effective unless made in writing and signed by the waiving party. No waiver of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- H. **No Agency:** The City are not agents or representatives of the United States, the Department of the Interior, or the NPS, nor will the City represent themselves as such to third parties. The NPS is not an agent or representative of the City, nor will the NPS represent itself as such to third parties. Nothing in this Agreement shall at any time be construed as to create the relationship of employer and employee, principal and agent, or joint venture as between City and the NPS.
- I. **Officials Not to Benefit:** No Member of, Delegate to, Resident Commissioner in, Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom, unless the share or part benefit is for the general benefit of a corporation or company.

- J. **Liability:** The Parties will be liable to the extent provided by law for any property damage, personal injury or death, caused by the negligent or wrongful acts or omissions of their respective employees, acting within the scope of their employment.
- K. **Non-Exclusive Agreement:** This Agreement in no way restricts either the NPS or the City from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- L. **Partial Invalidity:** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- M. **Freedom of Information Act:** Any information provided to the NPS under this Agreement is subject to the Freedom of Information Act, 5 U.S.C. § 552.

ARTICLE VIII. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

FOR THE CITY OF THIBODAUX:

Tommy Eschete
Mayor

Date

FOR THE NATIONAL PARK SERVICE:

Stan Austin
Regional Director (or designee)
South Atlantic-Gulf Region

Date

Charles Hunt
Superintendent
Jean Lafitte National Historical Park and Preserve
and New Orleans Jazz National Historical Park

Date