

COOPERATIVE ENDEAVOR AGREEMENT

BY AND BETWEEN

LAFOURCHE PARISH SCHOOL BOARD
and
NORTH LAFOURCHE CONSERVATION, LEVEE AND DRAINAGE DISTRICT
and
CITY OF THIBODAUX

This agreement is by and between the following parties is effective from the date of signing by the last party to sign this agreement:

THE LAFOURCHE PARISH SCHOOL BOARD (“LPSB”), a political subdivision of the State of Louisiana, whose current address is declared to be 805 E. 7th St., Thibodaux, LA 70301, represented by Brooke Huddleston, Board President;

THE NORTH LAFOURCHE CONSERVATION, LEVEE AND DRAINAGE DISTRICT, (“NLCLDD”), a political subdivision of the State of Louisiana, whose current address is declared to be 3862 LA-1, Raceland, LA 70394 represented herein by Cory Kief, Board President;

THE CITY OF THIBODAUX, (“CITY”), a political subdivision of the State of Louisiana, whose current address is declared to be P.O. Box 5418, Thibodaux, LA 70302, represented herein by Honorable Tommy Eschete, its Mayor.

WHEREAS, the LPSB, the NLCLDD, and the CITY each have the authority of a local political subdivision to enter into agreements with each other for the public welfare, health, safety and good order of its jurisdiction by virtue of the specific authority granted under Louisiana Law; and

WHEREAS, the LPSB is engaged in the bidding and construction of the “New Thibodaux Middle School, Phase 1 Site Improvements” located at 724 Cardinal Drive, Thibodaux, LA 70301, (the “Project”). The scope of the project, because of its footprint and scale, will require improvements to the drainage of the building site along with improvements to drainage on property owned by the CITY and under the jurisdiction of the CITY and the NLCLDD.

WHEREAS, the NLCLDD is authorized under La. R.S. 38:281, et seq., La.R.S.38:301, to provide for drainage and such improvements incidental thereto, including on its own behalf or for the areas or the levee districts under its authority; and

WHEREAS, the CITY is authorized to provide for drainage and other public works and improvements for the areas within its boundaries; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of improving drainage for the new school site, said improvements will additionally improve drainage for the immediate surrounding areas of the school building site; and

WHEREAS, the LPSB has engaged Weimer Gros Flores, LLC, (the "Project Architects") and Leonard Chauvin, Inc., P.E., (the "Project Engineer") to define and design the drainage improvements (the "Project Scope") both on the LPSB school site property and upon adjacent land owned and/or controlled by the CITY and/or NLCLDD, to extend the drainage and site improvements and tie-in with existing drainage at a central collection point.

WHEREAS, the NLCLDD and the CITY have independently determined that the Project is a beneficial project, and will either directly or indirectly accomplish the parties' goal of improving drainage for its citizens and is in furtherance of the mission of the respective parties and benefits their respective jurisdictions; and

WHEREAS, the cost estimate for the Project, as determined by the Project Architect and Project Engineer to be approximately \$900,000.00, subject to final bid and acceptance of bids by the LPSB;

WHEREAS, the parties have agreed to split the cost of the Project (in shares and percentages defined below);

NOW, THEREFORE, in consideration of all of the parties' mutual undertakings herein and their purposes, duties and authorities under the laws and Constitution of the State of Louisiana, the parties do hereby agree as follows:

I. PRE-CONSTRUCTION AND CONSTRUCTION OBLIGATIONS:

- a. **FUNDING:** The Project will be funded by the parties in the following percentages: the LPSB shall contribute fifty (50%) percent of the project costs; the NLCLDD will contribute \$250,000.00 or twenty-seven and $\frac{3}{4}$ (27.75%) percent, whichever is less; the CITY will contribute \$200,000.00 or twenty-two and $\frac{1}{4}$ (22.25%) percent, whichever is less. The construction and design budget for the Project is estimated at \$900,000.00. Costs exceeding the construction and design budget shall be borne by the LPSB unless otherwise agreed by the parties.
- b. **BIDDING AND MANAGEMENT:** The Project shall be publicly bid in accordance with Louisiana Law and the LPSB shall be responsible for oversee the bid process and award, and shall be responsible for all project management and oversight of the Project.
- c. **PROGRESS PAYMENTS AND BILLING:** The LPSB shall make all progress payments pursuant to recommendation of the Project Architect and/or the Project Engineer. Thereafter, the LPSB shall provide to the NLCLDD and CITY a copy of the progress payment and an invoice for payment to the LPSB from the NLCLDD and CITY of their agreed percentages.

- d. **PROGRESS REPORTS:** The LPSB shall provide periodic progress updates to the NLCLDD and the CITY and will immediately notify the parties of any deviations in the scope of work of the Project or any Change Order.
- e. **SUBSTANTIAL COMPLETION:** The LPSB shall provide notice of its intent to declare substantial completion to permit any inspection of the premises or Project to the NLCLDD or the CITY, prior to declaring substantial completion of the Project.
- f. **HOLD-HARMLESS AND INDEMNIFICATION:** The LPSB shall hold the CITY and NLCLDD harmless and agrees to indemnify and defend the CITY and NLCLDD from any claims or demands as a result of work performed by the LPSB, the Project Architect, the Project Engineer, the Contractor and its subcontractors related to the Project.
- g. **RIGHT OF WAYS AND ACCESS:** The CITY and/or the NLCLDD grants a right of way and right of access to all property owned or controlled by them either by private agreement, dedication or other public right of way granted by law (see, e.g., La. R.S. 38:113).

II. NON-ASSIGNMENT:

This contract is strictly between the parties and shall not be assigned without the express consent of all parties.

III. NOTICES:

Any notice given to any party shall be in writing and shall be send by certified mail as follows:

To the Lafourche Parish School Board:

Superintendent, Lafourche Parish School Board
805 E. 7th St.
Thibodaux, LA. 70301

To the North Lafourche Conservation, Levee and Drainage District:

President
NLCLDD
3862 Hwy. 1
Raceland, LA. 70394

To the City of Thibodaux:

Mayor, City of Thibodaux
P.O. Box 5418
Thibodaux, LA 70302

IV. MODIFICATION:

No modification or changes to this agreement shall be binding unless approved in writing by all parties.

Signed before the undersigned witnesses in Thibodaux, Louisiana on this _____ day of _____, 2020.

WITNESSES:

LAFOURCHE PARISH SCHOOL BOARD

Printed Name _____

BY: _____
BROOKE HUDDLESTON, Board President

Printed Name _____

Signed before the undersigned witnesses in Raceland, Louisiana on this _____ day of _____, 2020.

WITNESSES:

**NORTH LAFOURCHE
CONSERVATION, LEVEE
AND DRAINAGE DISTRICT**

Printed Name _____

BY: _____
CORY KIEF, President

Printed Name _____

Signed before the undersigned witnesses in Thibodaux, Louisiana on this _____ day of _____, 2020.

WITNESSES:

CITY OF THIBODAUX

Printed Name _____

BY: _____
TOMMY ESCHETE, MAYOR

Printed Name _____