

COOPERATIVE ENDEAVOR AGREEMENT

COOPERATIVE ENDEAVOR AGREEMENT * PARISH OF LAFOURCHE
BETWEEN CITY OF THIBODAUX * STATE OF LOUISIANA
AND *
BAYOU COUNTRY CHILDREN’S MUSEUM *

This Cooperative Endeavor Agreement (Agreement) made and entered into by and between the City of Thibodaux (City) and the Bayou Country Children’s Museum (Children’s Museum).

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 Bayou Country Children’s Museum desire to promote and develop educational activities and improve the quality and availability of educational and recreational services to the children of the City of Thibodaux;

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

WHEREAS, the promotion and development of educational activities and the improvement of the quality and availability of educational and recreational services to the children 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 the Bayou Country Children’s Museum to assist the City in carrying out this public purpose and public benefit;

WHEREAS, the City of Thibodaux and the Bayou Country Children’s Museum believe that they can substantially benefit the educational and recreational opportunities for children in the City of Thibodaux by entering into a cooperative endeavor with each other;

WHEREAS, the City of Thibodaux desires to provide funding to the Bayou Country Children’s Museum based on the terms this cooperative endeavor agreement in an amount not to exceed \$20,000.00 payable on or before December 31, 2021;

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 _____, and whose mailing address is Post Office Box 5418, Thibodaux, Louisiana 70302;

and

BAYOU COUNTRY CHILDREN'S MUSEUM, a nonprofit organization, domiciled in the City of Thibodaux, State of Louisiana, Federal Identification Number 72-1455626, represented herein by Paul Ledet, who has been authorized to act on behalf of the Bayou Country Children's Museum, and whose mailing address is 211 Rue Betancourt, Thibodaux, Louisiana;

The City of Thibodaux and the Bayou Country Children's Museum 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 a Children's Museum located in the City of Thibodaux to promote and develop educational activities and improve the quality and availability of educational and recreational services to the children of the City of Thibodaux, Louisiana.

Scope of Services

The Bayou Country Children's Museum agrees to:

- Sponsor or participate in educational, recreational and cultural programs to improve the general welfare of the residents of the City of Thibodaux;
- Provide creative learning opportunities for children and families in the City of Thibodaux.
- Admit all participants and counselors free of charge who enroll and participate in the City of Thibodaux's Summer Youth Camp program.
- Admit City residents free of charge for one visit during each of the following weeks:
 - February 15-19, 2021
 - April 2-9, 2021
 - July 11-17, 2021
 - November 21-27, 2021
 - December 26-31, 2021

Compensation and Payment Schedule

In consideration of the services described above, the City of Thibodaux hereby agrees to provide funding to the Bayou Country Children's Museum in an amount not to exceed \$20,000.00, payable in two equal payments of \$10,000 each in the months of January and July.

Payment of all or part of the \$20,000.00 balance will be made only upon written request by the Bayou Country Children's Museum.

Term of Agreement

This Agreement shall become effective on the date of signing or the date of first payment, whichever occurs first and shall terminate on December 31, 2021 provided that the Bayou Country Children's Museum has fulfilled its 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

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

Non-assignability

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

Indemnification; Insurance

The Bayou Country Children's Museum 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 the Bayou Country Children's Museum, 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.

The Bayou Country Children's Museum shall provide and bear the expense of all personal and professional insurance related to their duties arising under this Agreement.

Discrimination Clause

The Bayou Country Children's Museum 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 the Children's Museum, 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 the Bayou Country Children's Museum 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

Paul Ledet, President
Bayou Country Children's Museum
211 Betancourt
Thibodaux, Louisiana 70301

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day,
_____, 2021.

WITNESSES:

Rhonda Dempster

Mayor Tommy Eschete
City of Thibodaux

Rebecca L. Bourgeois

WITNESSES:

Paul Ledet
President
Bayou Country Children's Museum