

COOPERATIVE ENDEAVOR AGREEMENT

COOPERATIVE ENDEAVOR AGREEMENT \* PARISH OF LAFOURCHE  
BETWEEN CITY OF THIBODAUX \* STATE OF LOUISIANA  
AND \*  
FRIENDS OF BAYOU LAFOURCHE, INC. \*

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This Cooperative Endeavor Agreement (Agreement) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the City of Thibodaux (City) and Friends of Bayou Lafourche, Inc. (FOBL).

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 Friends of Bayou Lafourche, Inc. desire to promote, encourage, and develop tourism, recreational opportunities, infrastructure improvements, 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, recreational opportunities, infrastructure improvements, and economic development within Thibodaux along Bayou Lafourche;

WHEREAS, the promotion, encouragement, and development of tourism, recreational opportunities, infrastructure improvements, 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 Friends of Bayou Lafourche, Inc. to assist the City in carrying out this public purpose and public benefit;

WHEREAS, the City of Thibodaux and Friends of Bayou Lafourche, Inc. believe that they can substantially benefit and increase the promotion, encouragement, and development of tourism, recreational opportunities, infrastructure improvements, 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 Friends of Bayou Lafourche, Inc. based on the terms this cooperative endeavor agreement in an amount not to exceed \$10,000.00 for a one year period commencing during the 2021 fiscal year, payable as follows: \$5,000.00 payable on or before March 31<sup>st</sup> and \$5,000.00 payable on or before September 30<sup>th</sup>;

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 \_\_\_\_\_, 2021, and whose mailing address is Post Office Box 5418, Thibodaux, Louisiana 70302;

and

FRIENDS OF BAYOU LAFOURCHE, INC., a nonprofit organization, domiciled in the City of Thibodaux, State of Louisiana, represented herein by Ryan Perque, Executive Director, who is authorized to act herein and who's mailing address is P.O. Box 124, Thibodaux, Louisiana 70302;

The parties agree as follows:

The City of Thibodaux and Friends of Bayou Lafourche, 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, recreational opportunities, infrastructure improvements, and economic development in the City of Thibodaux and improve the quality and availability of tourism materials and organize efforts that will increase and improve recreational opportunities for the City of Thibodaux, Louisiana.

Scope of Services

The Friends of Bayou Lafourche scope of services will include efforts of outreach and education, and the creation of recreational opportunities in and adjacent to the Bayou. FOBL may include the following items:

1. Promotion of Bayou Lafourche to the public for purposes of increasing public awareness of the Bayou; and
2. Solicit and organize volunteers along Bayou Lafourche to participate in projects related to beautification and clean-up of the Bayou; and
3. Organize events or activities on Bayou Lafourche for public enjoyment or education; and
4. Participate in the organization and promotion of tours involving churches, cemeteries, plantations or other historic sites along the Bayou.

The FOBL scope of services relative to promoting recreation along the Bayou may include the following items:

1. Identify and research feasibility of additional public access areas along the bayou which may include: boat launches, docks, parks, etc.
2. Promote Bayou Lafourche to the public for recreational use through projects and initiatives that will include but not be limited to those that will showcase the natural and historic beauty of Bayou Lafourche and its environs, and.
3. Study and expand upon existing cultural and ecological tourist attractions that offer economic benefits along the Bayou and will propose new projects after surveying the desires of the citizens in the neighboring communities; and
4. Focus awareness on the water quality in the Bayou in connection with improving the attractiveness of the Bayou and to contribute to sustainable environmental stewardship; and
5. Research and complete applications for federal, state, local and private funding for its projects.

Friends of Bayou Lafourche, Inc. shall provide the above services to the residents and visitors of the City of Thibodaux through 2023.

Compensation and Payment Schedule - In consideration of the services described above, the City of Thibodaux hereby agrees to provide funding to Friends of Bayou Lafourche, Inc. in an amount not to exceed \$10,000.00 commencing during the 2021 fiscal year, payable as follows:

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

Payment shall be made only upon written request by Friends of Bayou Lafourche, Inc..

Term of Agreement - This Agreement shall become effective once approved by the City Council and shall terminate on December 31, 2023, provided Friends of Bayou Lafourche, 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 Friends of Bayou Lafourche, Inc. to comply with the terms and/or conditions of the Agreement provided that the City of Thibodaux shall give Friends of Bayou Lafourche Inc. written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, Friends of Bayou Lafourche Inc. shall not have either corrected such failure or thereafter proceeded diligently to complete such correction, then the City may, at its option, place Friends of Bayou Lafourche 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 - Friends of Bayou Lafourche 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 Friends of Bayou Lafourche, 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 - Friends of Bayou Lafourche, Inc. shall provide and bear the expense of all personal and professional insurance related to their duties arising under this Agreement.

Discrimination Clause - Friends of Bayou Lafourche, 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 Friends of Bayou Lafourche, 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 Friends of Bayou Lafourche, 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

Ryan Perque, Executive Director  
Friends of Bayou Lafourche, Inc.  
P.O. Box 124  
Thibodaux, Louisiana 70302

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

WITNESSES:

\_\_\_\_\_  
Rhonda Dempster

\_\_\_\_\_  
Mayor Tommy Eschete  
City of Thibodaux

\_\_\_\_\_  
Rebecca Bourgeois

WITNESSES:

\_\_\_\_\_  
Ryan Perque, Executive Director  
Friends of Bayou Lafourche, Inc.