

## COOPERATIVE ENDEAVOR AGREEMENT

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

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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 Arianna Mace, Executive Director, who has been authorized to act on behalf of the Bayou Country Children's Museum, and whose mailing address is Post Office Box 1903, Thibodaux, Louisiana 70302;

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:

- Provide for five scheduled sessions for participants of our TREC programs for 2021.
- Accept from TREC participants a voucher (not to exceed 350) to visit the BCCM free of charge.
- TREC would have full access to the Museum for its camp participants during the week of June 28 thru July 2, 2021.
- BCCM would sponsor four City of Thibodaux TREC nights, one per quarter, throughout the year where any City of Thibodaux resident would be invited to register online for special events at the BCCM.

### **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 February 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 Bayou Country Children's Museum written notice specifying the museum'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.

### **Nonassignability**

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

Arianna Mace, Executive Director  
Bayou Country Children's Museum  
Post Office Box 1903  
Thibodaux, Louisiana 70302

IN WITNESS WHEREOF, the parties have executed this Agreement on this the \_\_\_\_ day of,  
February, 2021.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

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

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Arianna Mace  
Executive Director  
Bayou Country Children's Museum