



CITY COUNCIL MEETING AGENDA REQUEST FORM

Council Meeting Date Requested¹: 03 / 16 / 2021

Title of Ordinance/Resolution/Discussion Item:

CONSIDER THE INTRODUCTION OF AN ORDINANCE AUTHORIZING THE EXECUTION OF A COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE CITY OF THIBODAUX, LOUISIANA AND LAFOURCHE PARISH GOVERNMENT FOR ASSITANCE WITH THE CONSTRUCTION OF A TURF FIELD IN PELTIER PARK

X Original documents attached.

Other: _____

Requested By: Tommy Eschete
Name, Department

Approved By: _____
Council Member/City Administration

BELOW TO BE FILLED OUT BY COUNCIL ADMINISTRATOR

Date Received: 3/9/21

Time Received: 8:30

Received: In Writing

Electronic

Approved: (yes)

(no)

Remarks:

George Morant
Council President or Administrator

¹ All agenda items must be submitted no later than 4:30 pm the Tuesday prior to the meeting date requested.

COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
LAFOURCHE PARISH GOVERNMENT
AND
THE CITY OF THIBODAUX

This Cooperative Endeavor Agreement is made and entered into this ____ day of _____, 20__ by and between:

LAFOURCHE PARISH GOVERNMENT, whose mailing address is P.O. Drawer 5548, Thibodaux, LA 70302, hereinafter referred to as "PARISH" and represented by its Parish President, Archie Chaisson, III; and

THE CITY OF THIBODAUX, whose mailing address is Post Office Box 5418, Thibodaux, LA 70302, hereinafter referred to as "CITY" and represented by its Mayor, Tommy Eschete; and

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;" and

WHEREAS, PARISH is a constitutionally and statutorily created local political body of the State of Louisiana with the constitutional and statutorily created authority to contract, including entering into intergovernmental agreements; and

WHEREAS, PARISH budgeted \$100,000.00 to assist CITY with the costs associated with the installation of turf fields at Peltier Park; and

WHEREAS, the installation of turf fields at Peltier Park will serve a public purpose and have a public benefit to residents of Lafourche Parish; and

WHEREAS, PARISH and CITY desire that this Cooperative Endeavor Agreement be formed by and between themselves as a demonstration of their common interest of providing recreational opportunities to PARISH residents; and

WHEREAS, both the PARISH and the CITY have a reasonable expectation of receiving a benefit or value described in detail that is at least equivalent to or greater than the consideration described in this Agreement; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, PARISH and the CITY would like to enter into an agreement to provide reimbursement in the amount of \$100,000.00 for turf fields installed at Peltier Park; and

1. PURPOSE AND SCOPE

The PARISH is partnering with CITY, a municipality of the State of Louisiana to reimburse funding for turf fields installed at Peltier Park. Peltier Park is located in Thibodaux and serves the residents of Lafourche Parish.

2. **GENERAL CONDITIONS**

This agreement is pursuant to Lafourche Parish Council Resolution No. _____ of the _____ Council meeting.

It is agreed between the parties:

- a. CITY shall:
 - i. Use the funds provided by the PARISH for the recently installed turf fields at Peltier Park.
 - ii. Prior to executing said agreement, the CITY shall provide PARISH with any and all documentation related to cost of plans, estimates, follow up reports and written documentation in the form of receipts evidencing that the project or purpose was accomplished.
 - iii. In accordance with Ordinance No. 5553, CITY agrees to provide the PARISH a copy of the current audited financials (or signed financial annual statements, 990's, and/or certification that audits are not required) for review by the Parish Council.
- b. the PARISH shall:
 - i. Provide reimbursement to the CITY, in an amount not to exceed one hundred thousand dollars (\$100,000.00) after submission of all documentation is provided as stated under letter a (above).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the effective date indicated above.

Witnesses:

LAFOURCHE PARISH GOVERNMENT

By: _____
ARCHIE CHAISSON, III
PARISH PRESIDENT

Witnesses:

CITY OF THIBODAUX

By: _____
TOMMY ESCHETE
MAYOR