

**STATE OF LOUISIANA
PARISH OF TERREBONNE**

AGREEMENT

BE IT KNOWN AND REMEMBERED THAT:

THE CITY OF THIBODAUX, STATE OF LOUISIANA, a local governmental subdivision of the State of Louisiana and domiciled in the Parish of Lafourche, represented herein by Tommy Eschete, Mayor of Thibodaux, Louisiana, as determined by the electors of the City of Thibodaux on November 6, 2018, hereinafter referred to as the **CITY OF THIBODAUX**,

is desirous of entering into an Intergovernmental Agreement with:

TERREBONNE PARISH CONSOLIDATED WATERWORKS DISTRICT NO 1, a political I subdivision of the State of Louisiana and domiciled in the Parish of Terrebonne, represented herein by Chester P. Voisin, President, as authorized by action of the Board of Commissioners at its regular meeting held on June 15, 2020, hereinafter referred to as the **WATERWORKS**,

to bill and collect sewerage maintenance fees in the service areas of:

IMPERIAL LANDING SUBDIVISION situated in Terrebonne Parish, Louisiana as shown on Exhibit "A" attached,

And

WALMART EAST 01-5464 situated in Terrebonne Parish, Louisiana as shown on Exhibit "B" attached,

together with any new and additional subdivisions which become customers of the **CITY OF THIBODAUX**, located within the Parish of Terrebonne, State of Louisiana.

WITNESSETH:

WHEREAS, the **CITY OF THIBODAUX** owns and operates sewerage collection lines and sewerage facilities located within the corporate limits of the Parish of Terrebonne, State of Louisiana.

WHEREAS, **WATERWORKS** maintains a water system within the corporate limits of the Parish of Terrebonne, State of Louisiana, and has full office facilities and a full office force and will on behalf of, bill and collect sewer maintenance fees charged to the customers of the **CITY OF THIBODAUX** located in the service area of Waterworks, and

WHEREAS, **WATERWORKS** has agreed and consented to bill and collect sewerage maintenance fees for and on behalf of the **CITY OF THIBODAUX** in the service area of **WATERWORKS**, the parties desire to enter into a written Intergovernmental Agreement for said services.

NOW, THEREFORE, BE IT KNOWN AND REMEMBERED that the parties hereto have agreed, and do hereby agree and contract as follows, to-wit:

- (1) **WATERWORKS**, agrees and consents to bill and collect for and on behalf of the **CITY OF THIBODAUX**, a monthly sewer maintenance fee based on the customer's monthly water consumption and will reflect on the monthly statement provide by the **WATERWORKS** bill statement.
- (2) The rate used to determine the monthly sewer maintenance fee will be furnished by the **CITY OF THIBODAUX** and shall in the event of a rate change provide **WATERWORKS** with a new rate schedule.
- (3) This agreement shall apply to all **CITY OF THIBODAUX** customers served in all areas located in the Parish of Terrebonne, State of Louisiana, as identified herewith, together with any new or additional subdivisions which may be subsequently acquired by the **CITY OF THIBODAUX**.
- (4) **WATERWORKS** shall not be responsible to the **CITY OF THIBODAUX** to collect deposits, connection, re-connection or inspection fees, but will, when appropriate, furnish all such information relative to this subject matter.

- (5) This agreement shall in no way be deemed to alter or modify WATERWORKS' policies in regard to its customers. WATERWORKS shall, therefore, not disconnect water service of any customer for failure to pay the monthly charges to be collected pursuant to this agreement, but fully reserves the right to disconnect water service in the event of a customer's nonpayment for water services or other charges contained in WATERWORKS' monthly bill which would justify disconnection of services. The CITY OF THIBODAUX reserves all rights to collect delinquent accounts independent of this agreement.
- (6) It shall be the responsibility of the CITY OF THIBODAUX to determine which accounts covered by this agreement have become delinquent in payment of the CITY OF THIBODAUX's charges. WATERWORKS will provide a customer list to the CITY OF THIBODAUX at all appropriate times and no less than quarterly.
- (7) WATERWORKS shall provide the CITY OF THIBODAUX a monthly list showing the amount paid on each account each month and the amount unpaid on an account. Nothing in this provision shall be deemed to alter or modify the provisions of Sections 5 or 6 above. The amount WATERWORKS collects each month, less the collection charge to which WATERWORKS is entitled, shall be mailed by WATERWORKS to the CITY OF THIBODAUX each month.
- (8) WATERWORKS shall be entitled to a fee of ten percent (10%) of the amount collected pursuant to this agreement each month.
- (9) New customers should contact WATERWORKS for providing the customer's service and other pertinent data. Customers requiring service connection shall be given the CITY OF THIBODAUX's address and telephone number as listed below.
- (10) The address and telephone number of the parties for purpose of notice and all other purposes of this agreement are set forth below. Each party shall be obligated to notify the other party of any changes.

**TERREBONNE PARISH CONSOLIDATED WATERWORKS
DISTRICT NO 1
PO BOX 630
HOUMA, LOUISIANA 70361
8814 MAIN ST. HOUMA, LA 70363
(985)879-2495**

CITY OF THIBODAUX
PO BOX 5418
THIBODAUX, LOUISIANA 70301
310 West 2ND ST. THIBODAUX, LA 70301
PEGGY AUCOIN
PHONE (985)446-7230
FAX (985) 448-5840
EMAIL - utbillsupv@ci.thibodaux.la.us

- (11) This Intergovernmental Agreement shall become effective on **JULY 7, 2021**.
- (12) WATERWORKS does not by virtue of this agreement assume any responsibility for maintenance of service of the CITY OF THIBODAUX customer's sewerage facilities. Any maintenance or service calls, problems, or complaints shall be referred to the CITY OF THIBODAUX for attention.
- (13) The CITY OF THIBODAUX agrees to notify all purchasers and owners of property as shown on Exhibit "A" and "B" attached of the above-described billing arrangement, in which notice it shall be specifically provided that WATERWORKS assumes no responsibilities whatsoever for the inspection, operation, maintenance or repair of the said sanitary sewerage systems. The CITY OF THIBODAUX further agrees that it will provide WATERWORKS with all customer account information needed by WATERWORKS to properly issue statements for sewerage services, that the CITY OF THIBODAUX will periodically request customer account information to check WATERWORKS' records to maintain the accuracy of the billing, and will hold WATERWORKS free and harmless from any discrepancy which might arise in the records as to the customers actually serviced by sanitary sewerage in the said subdivisions.
- (14) The CITY OF THIBODAUX agrees that WATERWORKS shall issue bills in accordance with this agreement, but that WATERWORKS shall be held harmless for its inability to collect any of said charges.
- (15) It is understood and agreed by and between the parties hereto that should any customer's refuse to pay any of the CITY OF THIBODAUX's monthly service charges billed to the customer on the water bill statement of WATERWORKS, that WATERWORKS will so timely notify the CITY OF THIBODAUX of said failure so that a determination can be made by the CITY OF THIBODAUX of what action can be taken to collect said delinquent fees.

(16) The CITY OF THIBODAUX agrees to hold WATERWORKS free and harmless from any and all damages injuries or liabilities resulting from the performance by WATERWORKS of any obligations undertaken herein and, should any suit or suits be filed against WATERWORKS as a result thereof, then, in that event, the CITY OF THIBODAUX agrees to defend WATERWORKS at the CITY OF THIBODAUX's expense, including the payment of all court costs and attorney's fees, including any attorney's fees incurred by WATERWORKS as a result of such a suit or suits.

Notwithstanding the forgoing, the CITY OF THIBODAUX shall not hold harmless, defend, protect or indemnify WATERWORKS for its sole negligence or fault.

(17) This agreement may be terminated by either party hereto by said party giving the other party thirty (30) days advance written notice of its intention to terminate. The termination date shall be thirty (30) days after the date of the posing of the said written notice to the other party at its usual mailing address.

IN FAITH WHEREOF, the parties have signed these presents, effective this **7th day of July 2021**, in the presence of the undersigned competent witness, after a due reading of the whole.

**CITY OF THIBODAUX
LAFOURCHE PARISH, LOUISIANA**

WITNESSES:

**BY: _____
TOMMY ESCHETE, MAYOR**

Print: _____

Print: _____

WITNESSES:

**CONSOLIDATED WATERWORKS
DISTRICT NO 1
TERREBONNE PARISH, LOUISIANA**

WITNESSES:

**BY: _____
CHESTER P. VOISIN, PRESIDENT**

Print: _____

Print: _____

CITY OF THIBODAUX
SEWER MAINTENANCE FEE
RATE SCHEDULE
JULY 7, 2021

\$4.04 per 1,000 Gallons
(Based on Consolidated Waterworks District No 1 Water Consumption)

5% Late Charge
(Calculated on Current Sewer Maintenance Charges not received prior to Due Date)

EXHIBIT "A" IMPERIAL LANDING SUBDIVISION



EXHIBIT "B" WALMART EAST 01-5464

