

**STATE OF LOUISIANA**

**PARISH OF LAFOURCHE**

**COOPERATIVE ENDEAVOR AGREEMENT**

This Cooperative Endeavor Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between:

**Lafourche Parish Government**, whose mailing address is Post Office Drawer 5548, Thibodaux, Louisiana 70302, hereinafter referred to as “PARISH” and represented by its Parish President, Archie Chaisson, III, and

**City of Thibodaux**, whose mailing address is 310 West 2<sup>nd</sup> Street, Thibodaux, Louisiana 70301, hereinafter referred to as “CITY” and represented by its Mayor, Tommy Eschete.

**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...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**, the PARISH desires to cooperate with the CITY for the following purpose:

**1. PURPOSE**

The PARISH is partnering with the CITY to provide funding from the State of Louisiana’s Parish Transportation Revenue Program Funding to offset the CITY’s road systems maintenance costs. Historically, a percentage of the total amount paid to the PARISH was designated within the appropriation bill as payable to the CITY for road systems maintenance costs pursuant to La R.S. 48:751-756. For the 2021-2022 fiscal year, this designation remains at 16.35%. Therefore, the PARISH is partnering with the CITY to provide funding from the State of Louisiana’s Parish Transportation Revenue Program Funding to offset the CITY’s road systems maintenance costs.

**WHEREAS**, the PARISH and the CITY each have a reasonable expectation of receiving a benefit or value 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

**NOW THEREFORE**, in consideration of the premises and mutual covenants herein contained, the parties hereto agree as follows:

**2. GENERAL CONDITIONS**

This agreement is pursuant to Lafourche Parish Council Resolution 21-\_\_\_\_\_ of the \_\_\_\_\_ council meeting and shall commence on July 1, 2021 and terminate on June 30, 2022.

**3. TERMS**

It is agreed between the parties:

a. CITY shall:

- i. Use the funds provided by the PARISH to assist with the CITY's road systems maintenance costs.

b. PARISH shall:

- i. Remit monthly payments to the CITY in the amount of 16.35% of the amount paid directly to the PARISH by the Louisiana Department of Treasury for the State of Louisiana's 2021-2022 fiscal year.

THUS DONE AND SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2021 in Thibodaux, Louisiana.

WITNESSES:

LAFOURCHE PARISH GOVERNMENT

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Archie Chaisson, III, Parish President

\_\_\_\_\_  
Print Name: \_\_\_\_\_

THUS DONE AND SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2021 in Thibodaux, Louisiana.

WITNESSES:

CITY OF THIBODAUX

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Tommy Eschete, Mayor

\_\_\_\_\_  
Print Name: \_\_\_\_\_