

COOPERATIVE ENDEAVOR AGREEMENT * PARISH OF LAFOURCHE
BETWEEN THE CITY OF THIBODAUX * STATE OF LOUISIANA
AND

THIBODAUX CHAMBER OF COMMERCE

This Cooperative Endeavor Agreement (Agreement) made and entered into this _____ day of _____, 20__ by and between The City of Thibodaux (City) and the Thibodaux Chamber of Commerce (Chamber).

WITNESSETH:

WHEREAS, Article VII, Section 14 (c) of the Constitution of the State of Louisiana provides that “For public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavor agreements with each other, with the United States or its agencies, or with any public or private associations, corporation or individual”;

WHEREAS, The City of Thibodaux and the Thibodaux Chamber of Commerce desire to promote, encourage and develop tourism 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 and economic development within the City of Thibodaux;

WHEREAS, the promotion, encouragement and development of tourism and the economic development of The City of Thibodaux serve a public purpose and results in public benefit;

WHEREAS, The City of Thibodaux desires to provide funding to the Thibodaux Chamber of Commerce to assist the City in carrying out this public purpose and public benefit;

WHEREAS, The City of Thibodaux and the Thibodaux Chamber of Commerce believes that they can substantially benefit and increase the promotion, encouragement and development of tourism and economic development of the City of Thibodaux by entering into a cooperative endeavor with each other;

WHEREAS, The City of Thibodaux desires funding to the Thibodaux Chamber of Commerce based on the terms this cooperative endeavor agreement in the amount not to exceed \$10,000.00 for a two year period, payable as follows: \$5,000.00 payable on or before December 31, 2024 and \$5,000.00 on or before December 31, 2025;

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 present that,

CITY OF THIBODAUX, a municipality of the State of Louisiana, represented herein by Mayor Kevin Clement, who has been authorized to act herein pursuant to the Thibodaux City Ordinance Number _____ dated _____, 20_____, and whose mailing address is Post Office Box 5418, Thibodaux, LA 70302

And

THIBODAUX CHAMBER OF COMMERCE, a nonprofit organization, domiciled in The City of Thibodaux, State of Louisiana, represented herein by Chairman of the Board, Dr. Mark McLean, who is authorized to act herein and whose mailing address is Post Office Box 467, Thibodaux, LA 70302

The parties agree as follows:

The City of Thibodaux and the Thibodaux Chamber of Commerce 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 and economic development in The City of Thibodaux and improve the quality and availability of tourism materials for the City of Thibodaux, Louisiana.

Scope of Services

The Thibodaux Chamber of Commerce agrees to:

- provide Brochures for the City of Thibodaux;
- distribute/mail Brochures and other material for the City of Thibodaux to persons and businesses seeking to relocate;
- distribute/mail Brochures and other material for the City of Thibodaux in order to educate tourist seeking to visit the City on the benefits of the City;
- distribute/mail Brochures and other material for the City of Thibodaux in order to educate businesses and organizations seeking to hold conventions of the benefits of the City;
- provide Visitor Center personnel who are knowledgeable about the City and what is has to offer;
- create awareness of activities in the City of Thibodaux
- Hold its annual banquet at least every other year beginning in 2024 at the Warren J. Harang Municipal Auditorium

The Thibodaux Chamber of Commerce shall provide the above services to the residents of the City of Thibodaux beginning in 2024 and continuing through 2025.

Compensation and Payment Schedule – In consideration of the services described above, the City of Thibodaux hereby agrees to provide funding to the Thibodaux Chamber of Commerce in an amount not to exceed \$10,000.00 payable in two payments as follows;

- \$5,000.00 payable on or before December 31, 2024
- \$5,000.00 payable on or before December 31, 2025

Payment shall be made only upon written request by the Thibodaux Chamber of Commerce.

Terms of Agreement – The Agreement shall become effective on December 1, 2024 and shall terminate on December 31, 2025, provided the Thibodaux Chamber of Commerce has fulfilled its obligations under this agreement.

Termination Clause – The City of Thibodaux may terminate this Agreement for cause based upon the failure of the Thibodaux Chamber of Commerce to comply with the terms and/or conditions of the Agreement provided that the City of Thibodaux shall give the Thibodaux Chamber of Commerce written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Chamber shall not have either corrected such failure or thereafter proceeded diligently to complete such corrections, then the City may, at the option, place the Chamber in default and the Agreement shall terminate on the date specified in such notice.

Nonassignability – Neither party shall assign or transfer any interest in the 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-The Thibodaux Chamber of Commerce shall indemnify and hold harmless The City of Thibodaux, against any and all claims, losses, liabilities, demands, suits, cause of action, damages and judgements 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 Thibodaux Chamber of Commerce, 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 – The Thibodaux Chamber of Commerce shall provide and bear the expense of all personal and professional insurance related to their duties arising under this Agreement.

Discrimination Clause - The Thibodaux Chamber of Commerce 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 Chamber, 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, of the application of 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 modifications 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 Thibodaux Chamber of Commerce shall comply with all federal, state, and local laws regulations in carrying out the provisions of the 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, LA 70302

Dr. Mark McLean, Chairman of the Board
Thibodaux Chamber of Commerce
Post Office Box 467
Thibodaux, LA 70302

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

WITNESSES:

Rhonda Dempster

Mayor Kevin Clement
City of Thibodaux

WITNESSES: THIBODAUX CHAMBER OF COMMERCE

Dr. Mark McLean, Chairman of the Board

Tammy Ledet, President/CEO