

COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
LAFOURCHE PARISH GOVERNMENT
AND
CITY OF THIBODAUX

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

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

CITY OF THIBODAUX, whose mailing address is P.O. Box 5418, Thibodaux, LA 70302, hereinafter referred to as "CITY" and represented by its Mayor, Kevin Clement; 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, LPG 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 agreements; and

WHEREAS, LPG has a project titled "Diplomat Way Ditch Bank Stabilization" which includes improvements to stabilize the existing ditch; and

WHEREAS, the project is located on the south side of Talbot Avenue which also provides drainage for CITY residents; and

WHEREAS, in order to maintain drainage work, funds must be utilized for the acquisition of equipment to perform such maintenance; and

WHEREAS, LPG and CITY desire that this Agreement be formed by and between themselves as a demonstration of their common interest to maintain drainage for the residents; and

WHEREAS, both the LPG and 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, LPG and CITY would like to enter into a Cooperative Endeavor Agreement for reimbursement towards the project titled "Diplomat Way Ditch Bank Stabilization" from the CITY in the amount of \$23,308.00; and

1. PURPOSE AND SCOPE

The LPG is partnering with the CITY, a municipality of the State of Louisiana to reimburse funding for the project titled "Diplomat Way Ditch Bank Stabilization".

2. GENERAL CONDITIONS

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

It is agreed between the parties:

- a. LPG :
 - i. Use the funds provided by CITY towards the project titled "Diplomat Way Ditch Bank Stabilization".
 - ii. Prior to executing the said agreement LPG shall provide CITY with any and all documentation related to the project.

- b. CITY:
 - i. Provide reimbursement to LPG, in an amount not to exceed \$23,308.00 after submission of all documentation is provided as stated under letter a (above).

3. TERM AND TERMINATION

- a. This Cooperative Endeavor Agreement shall begin on the date of execution and terminate when final payment is received by CITY prior to December 31, 2024.

- b. This Cooperative Endeavor Agreement may be terminated by either party at any time by giving one hundred twenty (120) days prior written notice to the other party.

- c. Either party may terminate this Cooperative Endeavor Agreement for cause based upon the other party's breach of any terms and/or conditions of this Cooperative Endeavor Agreement; provided that the non-breaching party shall provide the other party written notice specifying the breach. If within thirty (30) days after receipt of such notice, the breaching party shall not have either corrected such breach or, in the case of a breach which cannot be corrected in thirty (30) days, begun in good faith and thereafter proceeded diligently to complete such correction, then the nonbreaching party may, at its option, place the breaching party in default and this Cooperative Endeavor Agreement shall terminate on the date specified in such notice.

4. INDEMNIFICATION

The CITY will indemnify, save, and hold the LPG, its commissioners, officers, employees, servants and agents harmless from any and all claims, actions, liability, and expenses (including cost of judgments, settlements, court costs, and attorney's fees, regardless of the outcome of such claim or action) caused by or resulting from negligent acts or omissions of the CITY, its trustees, officers, employees, servants or agents in connection with the services performed under this Cooperative Endeavor Agreement. Upon notice from the LPG, The CITY will resist and defend at its own expense, and by counsel reasonably satisfactory to the LPG, any such claim or action.

The LPG will indemnify, save and hold harmless the CITY, its trustees, officers, agents, servants and employees, including volunteers, from any and all claims, actions, liability, and expenses (including cost of judgments, settlements, court costs, and attorney's fees, regardless of the outcome of such claim or action) caused by or resulting from negligent acts or omissions of the LPG, its commissioners, officers, employees, servants or agents in connection with the services performed under this Cooperative Endeavor Agreement. Upon notice from the CITY, the LPG will resist and defend at its own expense, and by counsel reasonably satisfactory to the CITY, any such claim or action.

5. DISCRIMINATION CLAUSE

Both parties agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Americans with Disabilities Act of 1990.

Both parties agree not to discriminate in their employment practices and will render services under this Cooperative Endeavor Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disabilities.

Any act of discrimination committed by a party, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Cooperative Endeavor Agreement.

6. NON-APPROPRIATIONS CLAUSE

In the event that the \$23,308.00 or any portion thereof, is not budgeted or appropriated for payments due under this Agreement, this Agreement shall impose no obligation on the LPG and said Agreement shall become null and void insofar as it relates to said funding. No right of action shall accrue to CITY, its successors or assigns for any further payments.

7. NOTICES

Any notices permitted or required by this Cooperative Endeavor Agreement shall be deemed made on the day personally delivered in writing or deposited in the United States mail, certified mail and postage prepaid, to the address set forth below, or to such other address as may be designated by a party in writing:

To CITY: P.O. Box 5418
Thibodaux, LA 70301
Attn: Kevin Clement

To LPG : P.O. Drawer 5548
Thibodaux, LA 70302
Attn: Archie Chaisson, III

8. SEVERABILITY; WAIVER OF BREACH

In the event any provision of this Cooperative Endeavor Agreement is held unenforceable or invalid for any reason, the remainder of the Cooperative Endeavor Agreement shall remain in full force and effect and enforceable in accordance with its terms.

No waiver of a breach of any provision of this Cooperative Endeavor Agreement shall be construed to be a waiver or breach of any other provision. No delay in acting with regard to any breach shall be construed to be a waiver of such breach.

9. GOVERNING LAW

This Cooperative Endeavor Agreement shall be governed by the laws of the State of Louisiana.

10. COMPLIANCE WITH APPLICABLE LAWS

Both parties agree to observe and comply with the provisions of all applicable federal, state, and local laws, regulations, and standards.

11. ENTIRE AGREEMENT; AMENDMENT

This Cooperative Endeavor Agreement and its attachments and exhibits contains the entire understanding of the parties pertaining to its subject matter and supersedes any prior written or oral communication between the parties. This Cooperative Endeavor Agreement shall be modified only by an instrument in writing signed by both parties.

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: _____
KEVIN CLEMENT
MAYOR