

STATE OF LOUISIANA, PARISH OF LAFOURCHE

INTERGOVERNMENTAL AGREEMENT

THIS Intergovernmental Agreement, made and entered into this 10th day of July, 2024 by and between the office of the *Lafourche Parish Clerk of Court*, hereinafter referred to as the “Clerk of Court”, and *The City of Thibodaux* officially domiciled at *310 West 2nd Street, Thibodaux, LA 70301* hereinafter referred to as the “City.”

WITNESSETH:

WHEREAS, for a public purpose, the City and the Clerk of Court Office may enter into Intergovernmental Agreements with each other; and

WHEREAS, there is very limited public parking available in the downtown area, and;

WHEREAS, the Clerk of Court and the City desire to work together to provide the public with adequate parking to access governmental facilities and retail businesses; and

WHEREAS, the public purpose is described as: Providing an off-street parking facility for the Clerk of Court Office employees so as to give better access to on-street public parking.

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

Scope of Services

The City of Thibodaux will provide the use of the parking facility located at the intersection of West 4th Street and Green Street and all associated access equipment at no cost to the Clerk of Court. The Clerk of Court will have use of the parking areas Monday through Friday of each and every week. The City of Thibodaux shall be responsible for the maintenance of the parking facility. The Clerk of Court shall keep the parking area free from trash and debris.

The Clerk of Court may require that certain employees utilize the parking facility in lieu of on-street parking so as to fill the spaces provided for in the said facility.

Termination for Convenience

Either party may terminate this agreement at any time by providing written notice to the other party.

Non-assignability

Neither party shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of each party.

Term of Agreement

This Agreement shall begin on *08/01/2024* and shall terminate on *07/31/2029*.

Limitation to Agreement

The Clerk of Court use of the parking facility shall not be exclusive. The City of Thibodaux shall also have the right to use the parking facility for its own purposes. The City of Thibodaux shall give prior notice to the Clerk of Court of their use of the parking facility.

Insurance Requirements

The Clerk of Court and the City of Thibodaux respectively shall maintain a policy of general liability insurance covering the said parking facility which shall include or be endorsed to include the other party as an additional insured. The parties agree to provide evidence of such insurance coverage upon request. The parties also agree to provide evidence of such insurance upon request. Each party shall also carry Worker's Compensation Insurance for its own employees as required by law.

Indemnification and Hold Harmless

The Clerk of Court and the City of Thibodaux shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from any act or omission caused by the negligence or intentional acts of the other party, or any of its agents, departments, boards and commissions, employees, licensees or invitees of the Clerk of Court or City of Thibodaux respectively or their agents, employees, licensees or invitees.

The Clerk of Court agrees to protect, defend, indemnify, save, and hold harmless, the City of Thibodaux, all City Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of the Clerk of Court, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by the City of Thibodaux as a result of any act or omission of the Clerk of Court.

The City of Thibodaux agrees to protect, defend, indemnify, save, and hold harmless, the Clerk of Court, all City Departments, its officers, agents, servants, employees, and volunteers, from any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of the City of Thibodaux, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by the Clerk of Court as a result of any act or omission of the City of Thibodaux.

THUS DONE AND SIGNED on the day, month, and year first written above.

WITNESSES:

LAFOURCHE PARISH CLERK OF COURT

By: _____
ANNETTE FONTANA

Title: Lafourche Parish Clerk of Court

WITNESSES:

CITY OF THIBODAUX

By: _____
MR. KEVIN CLEMENT

Title: Mayor