

## COOPERATIVE ENDEAVOR AGREEMENT

**THIS COOPERATIVE ENDEAVOR AGREEMENT** (the "**Agreement**"), which shall be effective on the Effective Date (as hereinafter defined), is by and between:

**CITY OF THIBODAUX, LOUISIANA** (the "**City**"), a political subdivision of the State of Louisiana, represented and appearing herein through Hon. Kevin Clement, its Mayor; and

**THIBODAUX VOLUNTEER FIRE DEPARTMENT, INC.** (the "**Department**"), a nonprofit corporation organized and existing under the laws of the State of Louisiana, represented and appearing herein through James Ledet, its President.

### WITNESSETH

**WHEREAS**, the Department was formed for the purpose of providing fire protection in the City; and

**WHEREAS**, the City is presently levying (i) an ad valorem tax of 5 mills (such rate being subject to adjustment from time to time due to reassessment) pursuant to an election held in the City on March 5, 2016, and (ii) an ad valorem tax of 1.83 mills (such rate being subject to adjustment from time to time due to reassessment) pursuant to an election held in the City on November 13, 2021 (collectively, the "**Taxes**"), for the support of the Department; and

**WHEREAS**, Article VII, Section 14(C) of the Louisiana Constitution of 1974 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**, the City and the Department desire to effectuate this Agreement to set out the terms of their cooperation in the provision of fire protection services in the City, including the collection, distribution and use of the Taxes therefor;

**NOW, THEREFORE**, the City and the Department each agree to perform their respective obligations under this Agreement in accordance with the conditions, covenants and procedures set forth herein, as follows:

### ARTICLE I DEFINITIONS

**SECTION 1.01. Definitions.** The following terms shall, for purposes of this Agreement, have the following meanings:

"**Agreement**" shall mean this Cooperative Endeavor Agreement as it may be amended or modified from time to time or at any time in accordance with the terms hereof.

"**Board**" shall mean the Board of Directors of the Department.

"**City**" shall mean the City of Thibodaux, Louisiana.

"**City Council**" shall mean the City Council of the City, acting as the governing authority thereof.

"**Department**" shall mean the Thibodaux Volunteer Fire Department, Inc.

"**Effective Date**" shall mean the date of execution of this Agreement.

"**Taxes**" shall have the meaning given such term in the preambles hereto.

"**State**" shall mean the State of Louisiana.

## **ARTICLE II REPRESENTATIONS OF THE CITY AND THE DEPARTMENT**

**SECTION 2.01. City and Department Authority.** The City and the Department have all requisite power to enter into this Agreement and perform their obligations hereunder, and there are no contracts or obligations in conflict herewith.

**SECTION 2.02. Public Hearings.** The City Council has approved the execution of this Agreement at a public meeting held in accordance with the provisions of the Louisiana Open Meetings Law. The Board has approved the execution of this Agreement at a meeting held in accordance with its Articles of Incorporation.

**SECTION 2.03. No Suits.** Except as may be otherwise disclosed in writing, to the best of the knowledge of the City and the Department, there is no action suit, investigation or proceeding pending, or threatened, against the City or the Department, before any court, arbitrator, or administrative or governmental body, or insurance of operations of the City or the Department which might adversely affect the ability of the City or the Department to comply with their respective obligations hereunder or in connection with the transactions contemplated hereby, relative to this Agreement and the obligations and undertakings of the City and the Department described herein.

## **ARTICLE III COOPERATIVE ENDEAVOR OBLIGATIONS**

**SECTION 3.01. Relating to Article VII, Section 14 of the Louisiana Constitution.** In entering into this Agreement it is not the intent of the City to enter into a gratuitous transfer of public funds because it reasonably expects that it will each receive equivalent value in return for the performance of its obligations hereunder, namely the provision of fire protection services by the Department and the preservation of lives and property in the City.

**SECTION 3.02. Obligation to Levy Taxes.** The City hereby agrees to continue to levy, impose, enforce and cause to be collected the Taxes. The City shall timely submit each of the Taxes to the voters of the City for renewal prior to the scheduled expiration of the Taxes.

**SECTION 3.03. Transfer and Use of Revenues of the Taxes.** Beginning on the Effective Date, the City hereby obligates itself to transfer the proceeds of the Taxes to the Department, in accordance with instructions provided by the Board from time to time, within thirty (30) days of the date such proceeds are received by the City. The revenues derived from the Taxes shall be used by the Department only for the purposes set forth in the respective propositions authorizing the levy of the Taxes.

**SECTION 3.04. Compliance with Laws.** The Department shall cause the planning, design, construction, equipping, operation and maintenance of any project to be undertaken strictly in compliance with federal and state constitutional and statutory authority, and any other law, rule, regulation or decision by which the Department is bound. The City shall not be responsible for ensuring compliance with the foregoing.

#### **ARTICLE IV MISCELLANEOUS**

**SECTION 4.01. Liberal Construction.** This Agreement shall be construed liberally to secure the beneficial intents and purposes hereof, and in particular shall be construed liberally as necessary to protect and further the interests of the parties hereto.

**SECTION 4.02. Governing Law.** This Agreement shall be constructed in accordance with and governed by the laws of the State.

**SECTION 4.03. Severability.** To the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**SECTION 4.04. Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or extent of any of the provisions of this Agreement.

**SECTION 4.05. Voluntary Execution.** The parties have read and fully understand the terms, covenants and conditions set forth in this Agreement and are executing the same willingly and voluntarily of their own volition.

**SECTION 4.06. Execution in Counterparts.** This Agreement may be executed in several counterparts, each which shall be an original and all of which when taken together shall be deemed one and the same Agreement.

**SECTION 4.07. Complete Agreement.** This Agreement supersedes and replaces any

and all prior agreements, negotiations, and discussions between the parties with regard to the terms, obligations, and conditions of this Agreement.

**SECTION 4.08. Survival of Provisions.** All representations and warranties and all responsibilities regarding record retention, access, ownership, and indemnification shall survive the termination of this Agreement and continue in full force and effect.

**SECTION 4.09. No Personal Liability.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of the City or the Department, in his or her individual capacity, and neither the officers thereof nor any official executing this Agreement shall be liable personally with respect hereto or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement.

**SECTION 4.10. No Third-Party Beneficiaries.** This Agreement is entered into for the exclusive benefit of the City and the Department, and the parties expressly disclaim any intent to benefit any person that is not a party to this Agreement.

**SECTION 4.11. Modification.** This Agreement may be amended from time to time only by written agreement signed by both of the parties hereto. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

**SECTION 4.12. Term and Termination.** This Agreement shall be effective for a period of ten (10) years from the Effective Date. This Agreement shall, without notice, automatically and continuously renew for additional ten (10) year periods unless this Agreement is terminated by the mutual consent of both parties hereto in writing at least ninety (90) days prior to the next renewal.

**THIS COOPERATIVE ENDEAVOR AGREEMENT** is hereby executed on \_\_\_\_\_,  
2024.

**CITY OF THIBODAUX, LOUISIANA**

By: \_\_\_\_\_  
Name:  
Title: Mayor

**THIBODAUX VOLUNTEER FIRE  
DEPARTMENT, INC.**

By: \_\_\_\_\_  
Name:  
Title: President