

COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
LAFOURCHE PARISH GOVERNMENT
AND
CITY OF THIBODAUX

This Cooperative Endeavor Agreement is made and entered into this ____ day of _____, 2026 by and between:

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

CITY OF THIBODAUX, whose mailing address is P.O. Box 5418, Thibodaux, LA 70301, 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, PARISH 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 intergovernmental agreements; and

WHEREAS, PARISH has an agreement with Duplantis Design Group for the "Thibodaux Community Recreation and Education Center" under Resolution No. 24-280; and

WHEREAS, the CITY has a lift station to handle the wastewater from the new center and the value is less to utilize the station rather than installing a new sewerage system; and

WHEREAS, the CITY will purchase and install new pumps at the lift station, and the PARISH will reimburse CITY for the pumps not to exceed the total amount of \$34,000.00; and

WHEREAS, PARISH and CITY desire that this Cooperative Endeavor Agreement be formed by and between themselves as a demonstration of their common interest of providing services to parish residents; and

WHEREAS, both the PARISH 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, PARISH and CITY would like to enter into an agreement to provide reimbursement not to exceed \$34,000.00 for the purchase of the pumps; and

1. **PURPOSE AND SCOPE**

The PARISH is partnering with CITY, to reimburse funding not to exceed the total amount of \$34,000.00 for the purchase of pumps.

2. **GENERAL CONDITIONS**

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

It is agreed between the parties:

- a. PARISH shall:
 - i. Provide funding to the CITY, not to exceed the total amount of \$34,000.00 for the purchase of pumps.
- b. the CITY shall:
 - i. Prior to executing said agreement CITY shall provide the PARISH with any and all documentation related to this project.
 - ii. Use funds provided by the PARISH to cover the cost for the pumps.

3. **TERM AND TERMINATION**

- a. This Cooperative Endeavor Agreement shall begin on _____ and terminate on December 31, 2026.
- 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**

CITY will indemnify, save, and hold the PARISH, 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 CITY, its trustees, officers, employees, students, servants or agents in connection with the services performed under this Cooperative Endeavor Agreement. Upon notice from the

The PARISH will indemnify, save and hold harmless CITY, its trustees, officers, agents, students, 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 PARISH, its commissioners, officers, employees, servants or agents in connection with the services performed under this Cooperative Endeavor Agreement. Upon notice from CITY, the PARISH will resist and defend at its own expense, and by counsel reasonably satisfactory to CITY, any such claim or action.

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.

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.

In the event that the \$34,000.00 or any portion thereof, is not budgeted or appropriated for payments due under this Agreement, this Agreement shall impose no obligation on the PARISH 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.

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: Mayor, Kevin Clement

To PARISH: P.O. Box 5548
Thibodaux, LA 70302
ATTN: Parish President, Mitch Orgeron

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 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: _____
MITCH ORGERON
PARISH PRESIDENT

Witnesses:

CITY OF THIBODAUX

By: _____
KEVIN CLEMENT
MAYOR