



**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE STATE OF LOUISIANA and
CITY OF THIBODAUX
Canal Blvd Bridge Replacement Project
Lafourche Parish
OLHC Project No. OLHC 26-003**

In accordance with Article VII, Section 14 of the 1974 Constitution of the State of Louisiana (Constitution), the **STATE OF LOUISIANA** (State), herein represented by **ARHIE P. CHAISSON, III, EXECUTIVE DIRECTOR, OFFICE OF LOUISIANA HIGHWAY CONSTRUCTION, DIVISION OF ADMINISTRATION (DOA)**, and **CITY OF THIBODAUX** (Entity), a political subdivision of the State, herein represented by **KEVIN CLEMENT, CITY OF THIBODAUX MAYOR** do hereby enter into a Cooperative Endeavor Agreement (Agreement) to serve the public for the purposes hereinafter declared.

**ARTICLE I
PURPOSE**

2.1 The purpose of this Agreement is to set forth the terms of administering the Project by OLHC. OLHC will administer this Project in accordance with the Non-State Entity Capital Outlay Administrative Guidelines, January, 2019 ed. (the "Guidelines"), which is incorporated herein and made a part of this Agreement. As required by Section 147(e) of the Internal Revenue Code of 1986, as amended. The Entity hereby understands and agrees that, in addition to requirements of the Guidelines, no proceeds of the Project Bonds can or will be used for airplanes, skyboxes or luxury private boxes, health club facilities, facilities primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

**ARTICLE II
SCOPE**

3.1 As provided in the Act, the State funds for this Project are limited to capital improvements for the Project, in the Parish, and in the amounts set forth in the Funding Summary.

3.2 If the Entity enters into a contract prior to receipt of funding and prior to execution of a Cooperative Endeavor Agreement, then payments under such contracts are prohibited from capital outlay appropriations and are the sole responsibility of the Entity.

3.3 The Entity hereby acknowledges and confirms that this Project constitutes a **Public Purpose** and will fulfill a public need within the parish in which the Project is to be located, all in accordance with Article VII, Section 14 of the Constitution.

3.4 Allowable costs shall not include the operating expenses of the Entity. In no case shall the total of any of the allowable costs exceed the amount shown in the Funding Summary.

**ARTICLE III
USE OF FUNDS**

4.1 The Entity hereby acknowledges and agrees that the funds provided by the State to the Entity shall be used solely for the purposes authorized and permitted in the Act and in accordance with all provisions of law affecting the Project, as well as the constitutional and statutory restrictions on the use of State funds for public purposes. The Entity acknowledges that any funds not used in accordance with the terms of this Agreement and state law will be reimbursed to the State.

4.2 The Entity shall not execute any contracts or agreements that would expend or commit State funds in excess of the amount for which lines of credit were granted pursuant to the Act. The Entity shall be solely responsible for any amount that exceeds the amount appropriated by the State.

4.3 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity shall not take any action which would have the effect of impairing the tax exempt status of the Project Bonds. The Entity agrees that the proceeds will not be used directly or indirectly in any trade or business carried on by any person other than a governmental unit. The Entity further agrees that the proceeds will not be used directly or indirectly to provide a facility used by any person other than the Entity pursuant to a lease, management contract, requirements contract or other arrangement granting, directly or indirectly, an interest in or special legal entitlement to the Project to a person other than the Entity, unless the State receives an opinion from a nationally recognized bond counsel that such contract will not adversely affect the tax-exempt status of the Project Bonds. The Entity shall immediately notify the State prior to entering into any such contract.

4.4 The Entity shall make no changes in its local laws, bylaws, charter or other organizational documents which would allow use of the Project for any purpose other than a public purpose.

ARTICLE IV
ADMINISTRATIVE COSTS

5.1 Notwithstanding any provision of this contract to the contrary, OLHC may use up to six percent of each State fund line item contained in the Funding Summary for costs associated with administering the Project, all in accordance with the provisions of the Act.

ARTICLE V
PUBLIC BID LAWS

6.1 The Entity will solicit bids for the services, labor and materials needed to construct said Project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, *et seq.*, applicable to political subdivisions of the State. The Entity will also keep a procurement file relative to the necessary acquisition of services, labor and materials needed to complete said Project which will be subject to review by the State at any time.

ARTICLE VI
COORDINATION

7.1 It is the responsibility of the Entity to administer the Project according to all applicable laws, rules and regulations and to ensure that the work is the best obtainable within established trade practice. The submittal of documentation to OLHC as required by this Agreement shall be for the purpose of verifying that the funds are spent in accordance with this Agreement and the applicable legislation, providing evidence of the progress of the Project and verifying that such documentation is being produced. OLHC will not provide extensive document review for the Project or take the responsibility for determining whether or not this documentation is complete and accurate.

7.2 The participation by OLHC in the Project shall in no way be construed to make OLHC a party to any contract between the Entity and its contractors.

ARTICLE VII
CHANGE ORDERS

8.1 A change order for the Project shall be subject to the approval of OLHC. However, as per R.S. 39:126, one or more change orders that cause an excess in the aggregate of ***Two Hundred Fifty Thousand Dollars (\$250,000)*** per month shall also require the approval of the Joint Legislative Committee on the Budget ("Committee") and the Commissioner of Administration or his designee. Any change order in excess of fifty thousand dollars ((\$50,000) but less than two hundred fifty thousand dollars (\$250,000) shall be submitted to the Joint Legislative Committee on the Budget for review but shall not require Committee approval.

ARTICLE VIII
HOLD HARMLESS AND INDEMNITY

9.1 The Entity agrees and obligates itself, its successors and assigns to defend, indemnify and save harmless and provide a defense for the State, its officials, officers and employees against any and all claims, demands, suits, actions (*ex contractu, ex delictu*, quasi-contractual, statutory or otherwise), judgments of sums of money, attorney's fees and court costs to any party or third person including, but not limited to amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of the Entity or any of the above, growing out of, resulting from or by reason of any violation of the requirements of the Act and OBA or any other State law, or any negligent act or omission, operation or work of the Entity, its employees, servants, contractors or any person engaged upon or in connection with the engineering services, construction and construction engineering required or performed by the Entity hereunder including, but not limited to any omissions, defects or deficiencies in the plans, specifications or estimates, or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction or construction engineering cost incurred, or any other claim of whatever kind or nature arising from, out of or in any way connected with the Project, to the extent permitted by law.

9.2 Nothing herein is intended, nor shall be deemed to create a third party beneficiary to or for any obligation by OLHC herein or to authorize any third person to have any action against OLHC arising out of this Agreement.

9.3 The Entity further agrees and obligates itself, its successors and assigns, to indemnify and hold harmless the State for any monetary consequences resulting any Project Bonds issued by the State or interest therein being declared taxable as a result of the Entity's actions or inactions hereunder.

ARTICLE IX
DISBURSEMENT OF FUNDS

10.1 After execution of this Agreement in accordance with the terms hereof, the State, through OLHC, shall provide the Entity, identified under the Federal Tax Identification Number as set forth in the Funding Summary, with funds on an *as-needed* basis as approved by OLHC, but not to exceed the total budget, less OLHC Administration fee, as set forth in the Funding Summary. The Entity shall not be entitled to reimbursement of any expenditures made prior to the issuance of a cash line of credit or receipt of cash funding.

10.2 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity agrees to use its best efforts to expend all of the funds subject to this Agreement within two (2) years from the date of the issuance of the Project Bonds. OLHC agrees that it will notify the Entity of the date the Project Bonds are issued within one (1) month from the issuance thereof. The Entity understands and agrees that if the funds subject to this Agreement are not totally expended within two (2) years from the issuance of the Project Bonds, OLHC can close the Project and recommend that the Legislature reallocate any unexpended proceeds to other projects.

10.3 The Entity recognizes and agrees that the receipt of the State monies is contingent upon the receipt, pledge and expenditure of Local/Federal Matching Funds by the Entity in the amount stated in the Funding Summary. The Entity acknowledges and agrees that the requisite amount of matching funds has been received, pledged, and/or expended on the Project.

10.4 In the event funds subject to this Agreement represent a non-cash line of credit as set forth in the Funding Summary, the Entity understands that the funds so designated represent a non-cash line of credit and that no monies can be withdrawn from the Treasury for the non-cash line of credit unless and until the State Bond Commission has either issued bonds or a cash line of credit therefor.

ARTICLE X
OWNERSHIP OF PROPERTY

11.1 The Entity hereby covenants that it owns, will acquire title to, or obtain servitudes for the property upon which the Project is to be located and that it shall not, while any of the Project Bonds remain outstanding, or during the term of this Agreement, transfer, convey, sell, lease, mortgage, assign or otherwise alienate its ownership or servitude rights in the land or real property and appurtenances which constitute the Project except as provided in Section 4.3. Projects to be located by permits on existing property of the State or a political subdivision of the State are exempt from these ownership requirements.

11.2 The Entity shall not sell, transfer, or otherwise dispose of any of the facilities financed with the Project Bond proceeds prior to the end of the Term, except such minor parts or portions thereof as may be disposed of due to normal wear and tear and obsolescence.

ARTICLE XI
INSURANCE

12.1 If State funds for this Project are used in whole or in part towards construction of fixed insurable improvements, then upon completion of construction, the Entity shall, for the term of this Agreement, maintain or cause to be maintained property insurance issued by a company or companies admitted to do business in the State of Louisiana, in an amount equal to 100% of the replacement cost of such improvements.

12.2 If the property is located in a Special Flood Hazard Area, flood insurance equal to 100% of the value of the building or up to a minimum of \$500,000 as allowed by National Flood Insurance Program (NFIP) shall be obtained on this property. This includes properties shown on a Flood Insurance Rate Map (FIRM) issued by FEMA as Zone A, AO, A1-30, AE, A99, AH, VO, V1-30, VE, V, ZM, or E.

ARTICLE XII
PLEDGE OF LEASE REVENUES

13.1 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity hereby covenants and agrees that it shall not, while any portion of the Project Bonds issued by the State to fund the Project remain outstanding, enter into any agreement or otherwise covenant to directly pledge to the State any lease revenues from any lessee, its successors or assigns, for the payment of principal, interest or other requirements with respect to the Project Bonds, nor shall the Entity deposit any such lease revenues into the Bond Security and Redemption Fund of the State unless the State receives an opinion from a nationally recognized bond counsel that such contract and/or deposit of funds will not adversely affect the tax-exempt status of the Project Bonds.

ARTICLE XIII
TERM

14.1 The provisions of this Agreement shall be effective from the date of execution hereof and shall be binding upon all parties and shall remain in effect until OLHC determines that the project(s) for which funds are appropriated is completed or for as long as any Project Bonds issued for the Project, or any refunding bonds therefor, remain outstanding.

ARTICLE XIV
TERMINATION

15.1 OLHC may terminate this Agreement for cause based upon the failure of Entity to totally spend all funds subject to this Agreement within two years from the execution of this Agreement or, if applicable, within two years from the issuance of any Project Bonds or for any act by the Entity that the State determines to be unlawful or in violation of this Agreement.

15.2 OLHC may terminate this Agreement at any time without penalty by giving thirty (30) days written notice to the Entity of such termination. Entity shall be entitled to payment for deliverables in progress to the extent work has been approved by OLHC and subject to the availability of funds.

ARTICLE XV
AVAILABILITY OF FUNDS

16.1 The availability of funds set forth in the Funding Summary are subject to and contingent upon appropriation of funds by the legislature and, if applicable, issuance of a line of credit by the State Bond Commission.

ARTICLE XVI
ASSIGNMENT

17.1 Entity shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the OLHC.

ARTICLE XVII
AUDIT

18.1 As provided in the Act, the Entity agrees to comply with the provisions of R.S. 24:513. The Act provides that no funds shall be released or provided to the Entity if, when and for as long as the Entity fails or refuses to comply with R.S. 24:513.

18.2 The Entity shall maintain appropriate financial records, and the State reserves the right to audit these records or require the Entity to provide an audit at any time. The Entity agrees to retain all books, records, and other documents relevant to this Agreement and the funds expended hereunder for at least three years after maturity of any Project Bonds, including bonds issued by the State to refinance such Project Bonds (such term of Project Bonds is expected to be not less than 20 years).

18.3 The Entity agrees to comply with the provisions of La. R.S 24:513 (H)(2)(a) and shall designate an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.

ARTICLE XII
AMENDMENT OF AGREEMENT

20.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties.

ARTICLE XIX
REVISIONS TO STATE FUNDING SUMMARY

21.1 OLHC may revise the Funding Summary based on the appropriation in the most current budget.

ARTICLE XX
PROJECT CLOSEOUT

22.1 The Entity shall submit to OLHC a final Request for Disbursement with all invoices, payment applications, change order, etc., on any contract for which OLHC has obligated funding. The Entity shall also submit to OLHC a

statement that no additional funds are due to the Entity under this appropriation. Said final Request for Disbursement and statement shall be submitted not later than eighteen (18) months after the date of substantial completion or acceptance of the project.

22.2 Should the Entity fail to submit the final Request for Disbursement within the time period specified in Section 22.1, then OLHC will consider all obligations as being paid in full to the Entity and the project will be closed.

THUS DONE AND SIGNED, this _____ day of _____, **2026**,
at _____, Louisiana.

WITNESSES: **STATE OF LOUISIANA**

_____	BY: _____
OLHC Witness #1 Sign Here	ARCHIE P. CHAISSON, III
	OLHC EXECUTIVE DIRECTOR
	DIVISION OF ADMINISTRATION

OLHC Witness #2 Sign Here	

THUS DONE AND SIGNED, this _____ day of _____, **2026**,
at _____, Louisiana.

WITNESSES: **CITY OF THIBODAUX**

_____	BY: _____
Entity Witness #1 Signature	KEVIN CLEMENT
	MAYOR

Entity Witness #1 Printed Name	

Entity Witness #2 Signature	

Entity Witness #2 Printed Name	

