

COOPERATIVE ENDEAVOR AGREEMENT
between
City of Thibodaux
and
Lafourche Parish Government
for
Non-Point Source Pollution Reduction in the Bayou Boeuf
Watershed

This **COOPERATIVE ENDEAVOR**, made and entered into this _____ day of _____, 2017, by and between the City of Thibodaux, a political subdivision of the State of Louisiana, represented by Tommy Eschete, Mayor of the City of Thibodaux, hereinafter referred to as “City” and Lafourche Parish Government, a political subdivision of the State of Louisiana, represented by Mr. James Cantrelle, President of Lafourche Parish Government, hereinafter referred to as “LPG”.

WHEREAS, both the City and LPG are public entities of the State of Louisiana authorized to enter into Cooperative Endeavor Agreements with public, private or governmental agencies and entities pursuant to Article VII, Section 14 of the Constitution of 1974, La. R.S. 17:3351 and La. R.S. 34 part III Ch. 7.701; and

WHEREAS, representatives of the City of Thibodaux, Lafourche Parish Government, Louisiana Department of Environmental Quality and various MS4 Consultants have held numerous discussions and concluded that this cooperative agreement will be mutually beneficial to the City and LPG; and

WHEREAS, both entities desire to cooperate in the implementation reducing the Non-Point Source Pollution load into the Bayou Boeuf Watershed; and

IT IS MUTUALLY AGREED THAT

1. The role of this CEA is to aid in the reduction of Non-Point Source Pollution entering into the Bayou Boeuf Watershed (Subsection 020102) by the use of the Six Minimum Control Measures as outlined in both the City and LPG MS4 Plans :
 - Public Outreach – Educating citizen on proper use and disposal of chemicals, pesticides, etc.
 - Public Involvement Participation – comply with public notice and participation requirements, hold local hearings; encourage citizens actions groups
 - Illicit Discharge Detections and Elimination – Identify illegal dumping into the storm sewer system (untreated sanitary waste, paint, chemicals, etc.). Identify individual home package plants that are failing within the watershed and work to reduce the number of illicit discharges from those units.

- Construction Site Stormwater Runoff Control – develop ordinances or other regulatory mechanisms for managing stormwater from activities that disturb land.
- Post-Construction Stormwater Management in New Development and Redevelopment – operation and maintenance of control structures; long term implementation of BMP's.
- Pollution Prevention/Good Housekeeping for Municipal Operators – utilize training materials from EPA to prevent and reduce stormwater pollution from maintenance barns, public works projects, etc.

PRIMARY TERM

The Primary Term of this agreement shall be for one (1) calendar year, beginning on the 1st day of March, 2018 and ending on midnight on the 1st day of March, 2019 which term shall automatically extend for successive one (1) year terms, subject to a formal request by both parties.

TERMINATION FOR CONVENIENCE

Either party may terminate the agreement at any time by giving thirty (30) days written notice to the other party. Additionally if for any reason a Louisiana Department of Environmental Quality Discharge Permit is not granted for the North Waste Water Treatment Facility this agreement becomes null and void.

DISCRIMINATION CLAUSE

Both parties agree to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal 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 Act of 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Both parties agree not to discriminate in its employment practices, and will render services under this agreement without regard to race, color, religion, sexual orientation, national origin, veteran status, political affiliation or disability.

INDEMNIFICATION CLAUSE

Both parties of this agreement agree to protect, defend, indemnify, save, and hold harmless, each other, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense 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 grown out of any act of commission of either party, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by either party, as a result of any claim, demands, and/or causes of

action except those claims, demands, and/or causes of action arising out of the negligence of either party, the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. Both parties agree to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at their sole expense and agree to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

AUDITORS CLAUSE

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts, which relate to this contract.

IN WITNESS WHEREOF, the parties have executed this agreement on day, month, and year first written above.

WITNESSES:

CITY OF THIBODAUX

BY: _____
TOMMY ESCHETE
MAYOR

IN WITNESS WHEREOF, the parties have executed this agreement on day, month, and year first written above.

WITNESSES:

LAFORCHE PARISH GOVERNMENT

BY: _____
JAMES CANTRELLE
PARISH PRESIDENT