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COOPERATIVE ENDEAVOR AGREEMENT

COOPERATIVE ENDEAVOR AGREEMENT * PARISH OF LAFOURCHE
BETWEEN CITY OF THIBODAUX * STATE OF LOUISIANA
AND *
THIBODAUX VOLUNTEER FIRE DEPT. *

This Cooperative Endeavor Agreement (Agreement) made and entered into by and between the City of Thibodaux (City) and the Thibodaux Volunteer Fire Department (TVFD).

WITNESSETH:

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";

WHEREAS, the City and the TVFD provides first responder services to the citizens of the City and the Parish of Lafourche; and

WHEREAS, radio communications between all law enforcement agencies and first responders are critical to the providing the most efficient levels of public safety to our citizens; and

WHEREAS, it is necessary to construct a new LWIN Radio tower to service our law enforcement agencies and first responders who serve our City and the areas immediately surrounding our community; and

WHEREAS, the cost of construction of the new tower is in excess of \$2.3 million; and

WHEREAS, the City has secured \$1.5 million in funding from the State for the said project and will fund the remaining portion of the construction cost through the execution of a five (5) year lease-purchase with Motorola Solutions, Inc. ; and

WHEREAS, the TVFD desires to participate in the funding of the project by providing a portion of the annual lease payments in an amount not to exceed 25% which will mature in September 2027; and

WHEREAS, TVFD can substantially benefit from the construction of the said tower by entering into a cooperative endeavor with the City;

WHEREAS, the City of Thibodaux and TVFD finds that providing funding for the terms of this cooperative endeavor will serve a public purpose and have a public benefit not disproportionate to the consideration in this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained the legal obligation, the public purpose, and the public benefit the parties hereto agree as follows:

BE IT KNOWN by these presents that,

CITY OF THIBODAUX, a municipality of the State of Louisiana, represented herein by Mayor Tommy Eschete, who has been authorized to act herein pursuant to Thibodaux City Ordinance Number _____ dated _____, and whose mailing address is Post Office Box 5418, Thibodaux, Louisiana 70302;

and

THIBODAUX VOLUNTEER FIRE DEPARTMENT, a public agency, represented herein by Tony Boudreaux, Fire Chief, who is authorized to act on behalf of said agency, and whose mailing address is P.O. Box 1421, Thibodaux, Louisiana 70302.

The City and the TVFD do hereby enter into a Cooperative Endeavor Agreement, said agreement being subject to the following terms, conditions, obligations and warranties that is between the parties:

Purpose

The purpose of this agreement is to formulate a cooperative endeavor to provide for the construction of a new LWIN Radio Tower located in the City of Thibodaux to promote and develop better communications between our law enforcement and first responder agencies for the citizens of the City of Thibodaux and the Parish of Lafourche, Louisiana.

Scope of Services

The City agrees to:

- Provide for the construction of a new LWIN Radio Tower in the City of Thibodaux for use by all law enforcement and first responder agencies.

The TVFD agrees to:

- to participate in the funding of the project by providing a portion of the annual lease payments in an amount not to exceed 25% which will mature in September 2027.

Compensation and Payment Schedule

In consideration of the services described above, the TVFD hereby agrees to provide annual funding to the City in the amount of \$43,310.51 with first payment due on or before 9/15/2023 and four subsequent annual payments until the maturity of the lease-purchase on September 15, 2027.

Term of Agreement

This Agreement shall become effective on the date of signing and shall terminate on the date of the last payment or September 15, 2027. This Agreement shall remain in full force and effect until it is modified or canceled by written agreement of each party hereto, in accordance with law.

Nonassignability

Neither party shall assign or transfer any interest in this Agreement.

Partial Invalidity; Severability

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be affected thereby, and each such term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Entire Agreement; Modification

This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by all parties.

Controlling Law

The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

Legal Compliance

The City of Thibodaux and the TVFD shall comply with all federal, state, and local laws and regulations in carrying out the provisions of this Agreement.

Remedies for Default

In the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana.

Notices

All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand delivery or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

Mayor of the City of Thibodaux
Post Office Box 5418
Thibodaux, Louisiana 70302

Tony Boudreaux, Fire Chief
Thibodaux Volunteer Fire Department
P.O. Box 1421
Thibodaux, Louisiana 70302

IN WITNESS WHEREOF, the parties have executed this Agreement on this the ____ day of, _____, 2022.

WITNESSES:

Rhonda Dempster

Mayor Tommy Eschete
City of Thibodaux

Rebecca L. Bourgeois

WITNESSES:

Tony Boudreaux, Fire Chief
Thibodaux Volunteer Fire Dept.