



Grant # KLB12-12  
Project # 2023KLB-12  
City of Thibodaux

**COOPERATIVE ENDEAVOR AGREEMENT**  
**between**  
**KEEP LOUISIANA BEAUTIFUL, INC.**  
**and**  
**City of Thibodaux**

This Cooperative Endeavor Agreement is made and entered into by Keep Louisiana Beautiful, Inc., and City of Thibodaux (hereinafter referred to as Grantee) to fulfill the Beautification Grant application project.

Keep Louisiana Beautiful, Inc., is a 501c3 nonprofit organization. The mission of the organization is to promote personal, corporate and community responsibility for a clean and beautiful Louisiana. Through programs and a statewide network of affiliates, Keep Louisiana Beautiful provides tools, funding and resources to prevent litter, reduce waste, increase recycling and protect the natural beauty of communities in Louisiana.

**Grant Award**

Keep Louisiana Beautiful awards the Grantee a 2023 Beautification Grant in the amount of \$5,000.00. The Grantee understands that this is a reimbursement grant. Grantee may not use a 3<sup>rd</sup> party to administer the grant.

**Grant Period**

The grant period begins on the date this agreement is signed by authorizing officials from Keep Louisiana Beautiful and the Grantee. The Agreement terminates on May 30, 2023. Keep Louisiana Beautiful will not make reimbursements for purchases made prior to the date this Agreement was fully executed or after the grant period terminates.

**Scope of Services**

The Grantee agrees to use the grant funds in accordance with the approved project description in Appendix A and the budget outlined below.

**Deliverables**

The Grantee shall submit the final grant report to Keep Louisiana Beautiful, on or before May 30, 2023. The final grant report includes a copy of the grant announcement press release and legislative letter, before and after photographs of the beautification project, and expense reimbursement request documentation with proper paid receipts and proof of payment. The Grantee agrees to use the online reporting system to upload all the required grant documentation mentioned above. Reporting and required documentation will not be accepted via email or mail. Failure to submit the stated deliverables by the designed deadline may deem the Grantee ineligible to apply for a KLB grant next year.

**Budget**

Keep Louisiana Beautiful approves the grant budget outlined below. The Grantee shall purchase only materials, supplies and equipment approved in this Agreement for the sole purposes outlined in Appendix A.

<b>Approved Budget Items</b>	<b>Amount</b>
Sign	\$1,250.00
Dwarf Youpon	\$150.00
Louisiana Iris	\$200.00
Privit	\$150.00
American Holly	\$400.00
Louisiana Flox	\$150.00
Soil Mixture & Fertilizer	\$550.00
Cypress Mulch	\$500.00
Sprinkler	\$300.00
Lighting	\$750.00
Pavers & Bricks	\$600.00
<b>Total</b>	<b>\$5,000.00</b>

**Reimbursement Requirements**

Keep Louisiana Beautiful will reimburse the Grantee when the online final report, itemized proof of purchase and proof of payment documents are submitted no later than May 30, 2023. No reimbursement request will be accepted after May 30, 2023. Reimbursement checks will be made payable to the Grantee and mailed to the address listed in this Agreement unless otherwise notified by the Grantee. The Grantee is required to contribute a match of 15% of the funds awarded and to include the match in the grant reports. The match can be in the form of in-kind products or services, cash donations and/or volunteer hours.

For purchases made with a check, documentation required for reimbursement includes an itemized invoice or receipt with a description of the purchased item and a copy of the check or bank statement. For purchases made with a credit card, documentation required for reimbursement includes an itemized invoice or receipt with a description of the purchased item indicating that the payment was made with a credit card. For purchases made with cash, documentation required for reimbursement includes a receipt with a description of the purchased item indicating that payment was made with cash in full. Electronic funds transfer requires a copy of the electronic funds transferred and an itemized invoice with description of the purchased item.

**Amendments in Writing**

This Agreement may not be amended or modified, except in writing signed by both parties hereto. Budgetary or scope of services changes must be requested by the Grantee using the Change Request Form and approved by Keep Louisiana Beautiful prior to funds being spent.

**Maintenance of Records**

Grantee shall maintain appropriate records to document efforts and expenses devoted to contractual activities. Such receipts and records shall be open to investigation by Keep Louisiana Beautiful, or any duly authorized representative as requested. These records shall be retained by the Grantee for a period of three years after completion of the Scope of Services as herein authorized.

**Availability of Funds**

It is expressly understood by the parties hereto that this Agreement is based upon the receipt of funds by Keep Louisiana Beautiful, Inc. that are considered by Keep Louisiana Beautiful, Inc. to be proper and sufficient for fulfilling this Agreement. If for any reason the necessary funds are not received by Keep Louisiana Beautiful, Inc., this Agreement is null and void and has no effect, all parties hereto being discharged and released from their obligations and liabilities herein.

**Termination of Agreement.** This Agreement may be terminated at any time on or before May 30, 2023, by either party, with a 30-day written notice of intent or on the date of notice by Keep Louisiana Beautiful when it has determined, in its sole discretion, that the Grantee has made misrepresentations, has not made progress on the grant project or has acted inconsistently with the terms of this Agreement. The Grantee shall be entitled to payment for deliverables in progress, to the extent KLB determines that the work is acceptable.

**Indemnification**

The Grantee shall indemnify and hold harmless the State of Louisiana and KLB, its officers, board members, and employees from and against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of any intentional, reckless, or negligent act or omission, operation, or work of the Grantee, its agents, servants, or employees while engaged upon or in connection with the services or activities performed by the Grantee hereunder.

The Grantee agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim, demand, or suit is groundless, false, or fraudulent. Indemnities shall be entitled to reasonable attorneys' fees incurred in asserting or enforcing the defense and indemnity granted herein.

**Discrimination Clause**

The Grantee agrees to abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; 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; and, the Americans with Disabilities Act of 1990.

The Grantee agrees not to discriminate in its employment practices and shall render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by the Grantee, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Agreement.

**Governing Law**

This Cooperative Endeavor Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

**Authority to Execute**

In signing this document, the Grantee acknowledges that they have been authorized by the Grantee organization to sign on its behalf and that they have read, understand and agree to the terms and conditions of the Cooperative Endeavor Agreement. This Agreement becomes effective upon proper signatures from Grantee and Keep Louisiana Beautiful.

City of Thibodaux

Kevin Clement, Mayor

Grantee’s Authorized Official’s Signature: \* \_\_\_\_\_

Date: \* \_\_\_\_\_

(TO BE FILLED OUT BY THE GRANTEE)

The grant reimbursement check should be mailed to the following address:

Name: \* \_\_\_\_\_

Company: \* \_\_\_\_\_

Street, City, Zip: \* \_\_\_\_\_

Name of Grantor: **Keep Louisiana Beautiful, Inc.**

Authorizing Official: Susan Russell

Keep Louisiana Beautiful Executive Director

Signature: 

Date: 1/24/23

**APPENDIX A:**

**Project Location:** The project will be constructed at the Adley Landry Water Reservoir (205 Rue Loudun, Thibodaux, LA 70301), which is one of the City of Thibodaux's parks and walking trail. It is also located next to the City of Thibodaux's Warren J. Harang Jr. Municipal Auditorium.

**Project Description:** Due to damages from Hurricane Ida, the City of Thibodaux's beautification project is greatly needed at the Adley Landry Reservoir Park. This park's sign was destroyed during the most recent hurricane and has yet to be replaced. The Thibodaux Garden Club, which has approximately 140 members, has volunteered to help with this project and has donated funds towards additional projects at this park as well as other parks in the City. The City of Thibodaux not only wishes to replace the sign that was damaged but to also beautify this area to become more inviting to the community. Both residents and visitors alike come to the Adley Landry Reservoir Park to use the walking trail and exercise stations around the reservoir, use the pavilion and wharf, feed the ducks, etc. The City of Thibodaux not only wants to use this facility as an invaluable source of raw water in the event of an emergency but for people to come to the City to enjoy the beautiful outdoors.