

## STATE OF LOUISIANA

### INTERGOVERNMENTAL AGREEMENT

THIS Intergovernmental Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between *Nicholls State University* of the State of Louisiana, hereinafter referred to as the "University", and *The City of Thibodaux* officially domiciled at *310 West 2<sup>nd</sup> Street, Thibodaux, LA 70301* hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, for a public purpose, Nicholls State University and the City of Thibodaux enter into may enter into Intergovernmental Agreements with each other; and

WHEREAS, Nicholls State University is the host of the Manning Camp which provides an estimated \$2.5 Million economic impact to the City, Parish, and region;

WHEREAS, the University and the City desire to work together to provide the best possible services to the participants and attendees of the Manning Camp;

WHEREAS, the public purpose is described as:

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

#### **Scope of Services**

The City of Thibodaux will provide the appropriate personnel and equipment required for mowing the grass of the fields between John L. Guidry Stadium and the Thibodaux Regional Medical Center property line at no cost to the University. The City will also provide, at no cost to the University, the necessary paint for the marking of the field lines of the aforementioned fields. It will be the responsibility of the University to paint the field lines. These fields are used by the Manning Camp. The appropriate management personnel of the City and the University will coordinate and schedule these activities based on need and applicable weather conditions.

Nicholls State University will provide the fuel for the equipment used by the City for this mowing service.

#### **Termination Clause**

Either Party may terminate this agreement for cause based upon the failure of the either party to comply with the terms and/or conditions of the agreement; provided that the University shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of this contract; provided that the Contractor shall give the University written notice specifying the University's failure and a reasonable opportunity for the state to cure the defect.

### **Termination for Convenience**

Either Party may terminate this agreement at any time by providing written notice to the other party.

### **Nonassignability**

Neither party shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State.

### **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 of the parties which relate to this Agreement.

### **Term of Agreement**

This Agreement shall begin one (1) week prior to the first start date of the 2023 Manning Passing Academy and shall terminate on 06/25/2023.

### **Fiscal Funding**

The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

### **Insurance Requirements**

The City shall provide a certificate of insurance to the University showing proof of coverage for General Liability, Auto Liability and Workers Compensation. Nicholls State University shall be listed as the certificate holder, named as an additional insured, and granted a waiver of subrogation.

### **Indemnification**

The City agrees to protect, defend, indemnify, save, and hold harmless, Nicholls State University, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, 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 grow out of, any act or omission of the City its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by the City as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of Nicholls State University, the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

The City agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

The University agrees to protect, defend, indemnify, save, and hold harmless, the City of Thibodaux, all City Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, 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 grow out of, any act or omission of the University its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by the University as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the City of Thibodaux, and all City Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

The University agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

#### **Discrimination Clause**

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 contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

THUS DONE AND SIGNED AT Thibodaux, Louisiana on the day, month and year first written above.

NICHOLLS STATE UNIVERSITY SIGNATURE:

THE CITY OF THIBODAUx SIGNATURE:

By: \_\_\_\_\_  
Dr. Bruce John Clune

By: \_\_\_\_\_  
Mr. Kevin R. Clement

Title: \_\_\_\_\_  
President

Title: \_\_\_\_\_  
Mayor