

STATE OF LOUISIANA

PARISH OF LAFOURCHE

COOPERATIVE ENDEAVOR AGREEMENT

This Cooperative Endeavor Agreement is entered into this ____ day of _____ 2024 by and between: LAFOURCHE PARISH GOVERNMENT, whose mailing address is 402 Green Street, Thibodaux, Louisiana 70301, hereinafter referred to as "PARISH" and represented by its Parish President, Archie P. Chaisson, III, and CITY OF THIBODAUX whose mailing address is PO Box 5418 Thibodaux, LA 70302, hereinafter represented by its Mayor, Kevin Clement.

WHEREAS, the CITY OF THIBODAUX is a body politic responsible for permitting, reviewing, and inspecting all construction activity within the territorial boundaries of the City of Thibodaux, State of Louisiana, as adopted by La. R.S. 40:1730.21 et seq.; and,

WHEREAS, the PARISH is a political subdivision of the State of Louisiana responsible for permitting, reviewing, and inspecting all construction activity within the PARISH, as adopted by La. R.S. 40:1730.21 et seq.; and,

WHEREAS, the PARISH and CITY OF THIBODAUX acknowledge that the PARISH is better suited, by way of infrastructure and manpower, to enforce the provisions of La. R.S. 40:1730.21 et seq.; and,

WHEREAS, the PARISH and CITY OF THIBODAUX agree that the CITY OF THIBODAUX does have the ability and will issue their own permits for all new construction, utilizing South Central Planning and Development Commission's MyPermitNow software, and would pay South Central Planning and Development Commission \$260.42/month for such access; and,

WHEREAS, the PARISH and CITY OF THIBODAUX agree that the PARISH would perform all plan review and inspections, to include stop work orders related to construction activity only, for the CITY OF THIBODAUX; and,

WHEREAS, the PARISH and CITY OF THIBODAUX agree upon a 75%-25% split of fees collected by the CITY OF THIBODAUX, as represented by a previously submitted set of fees, with the PARISH receiving the 75% for performance of services, as set out above; and,

WHEREAS, this agreement will be mutually beneficial to the parties in the furtherance of their respective purposes of providing permitting and inspecting as set forth in La. R.S. 40:1730.21 et seq., and each party hereto expects to receive benefits for themselves and the public at least equal to the costs incurred and responsibilities undertaken pursuant hereto; now,

THEREFORE, in consideration of the mutual undertakings by the PARISH and CITY OF THIBODAUX herein, and for the purposes, duties, and authorities under the laws and Constitution of the State of Louisiana, LAFOURCHE PARISH and the CITY OF THIBODAUX do hereby agree as follows:

1. PURPOSE

The PARISH is partnering with the CITY OF THIBODAUX to provide plan review and inspection services within the city limits, thereby continuing the CITY OF THIBODAUX'S compliance with Louisiana state law.

2. **GENERAL CONDITIONS**

This agreement is pursuant to the CITY OF THIBODAUX Council Ordinance No. _____ adopted at their _____ Council Meeting; and, this agreement is pursuant to Lafourche Parish Council Resolution No. _____, adopted at their _____, 2024 Council Meeting.

3. **TERMS**

It is understood and agreed between these parties that each shall assume the following responsibilities as set forth:

A. The CITY OF THIBODAUX shall:

1. Continue to issue permits for all construction-related activity within the city limits; and,
2. pay South Central Planning and Development Commission for access to MyPermitNow software; and,
3. Take care of all zoning issues.

B. The PARISH shall:

1. Complete all plan reviews and inspections for all construction-related activity within the city limits; and
2. Train CITY OF THIBODAUX personnel on MyPermitNow software and any associated paperwork.

4. **PAYMENT**

In consideration of the services described above, the City of Thibodaux hereby agrees to pay the PARISH in the following manner:

75% of all fees collected for plan review and inspections for all construction activity within the territorial boundaries of the City of Thibodaux, permitted by the City of Thibodaux is to be paid every 90 days to Lafourche Parish Government.

Payment is contingent upon the availability of funds and upon the approval of this Agreement.

5. **TERMINATION FOR CAUSE**

Either party may terminate this Agreement for cause based upon the failure to comply with the terms and/or conditions of the Agreement; provided that the aggrieved party shall give written notice to the other party specifying such failure. If within thirty (30) days after receipt of such notice, the defaulted party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the aggrieved party may, at its option, place in default said defaulted party and the Agreement shall terminate on the date specified in such notice. Either party may exercise any rights available to it under Louisiana law to terminate for cause based upon the failure to comply with the terms and conditions of this Agreement, provided that sufficient written notice was given to the other party specifying such failure and a reasonable opportunity granted to cure the defect.

6. **TERMINATION FOR CONVENIENCE**

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Upon receipt of notice, any and all services shall, unless the notice directs otherwise, immediately cease in connection with the performance of this Agreement.

7. **OWNERSHIP OF WORK PRODUCT, CONFIDENTIALITY AND COPYRIGHT**

7.1 All work product, including records, reports, documents and other material delivered or transmitted to PARISH by the CITY OF THIBODAUX shall remain the property of the CITY OF THIBODAUX, and shall be returned by PARISH to the CITY OF THIBODAUX, at PARISH's expense, at termination or expiration of this Agreement. All work product, including records, reports, documents, or other material related to this Agreement and/or obtained or prepared by PARISH in connection with performance of the services contracted for herein, shall become the property of the CITY OF THIBODAUX, and shall, upon request, be returned by PARISH to the CITY OF THIBODAUX at PARISH's expense at termination or expiration of this Agreement. The CITY OF THIBODAUX shall not be restricted in any way whatsoever in the use of such material.

7.2 Furthermore, at any time during the term of this Agreement, and finally at the end of this engagement, the CITY OF THIBODAUX shall have the right to require the PARISH to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by the CITY OF THIBODAUX.

7.3 Confidentiality. The above referenced work product shall be held confidential by the PARISH and shall not be shared with any other entity without the express consent of the CITY OF THIBODAUX.

7.4 Copyright. No work product, including records, reports, documents, memoranda or notes obtained or prepared by the PARISH under this Agreement shall be the subject of any copyright or application for copyright on behalf of the PARISH.

8. **ASSIGNMENT**

PARISH shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the CITY OF THIBODAUX, provided however, that claims for money due or to become due to PARISH from the CITY OF THIBODAUX may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the CITY OF THIBODAUX. Additionally, the PARISH shall not subcontract any work to any party without the prior written consent of the CITY OF THIBODAUX.

9. **FINANCIAL DISCLOSURE**

Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the provider is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the project goals and objectives.

10. **AUDIT CLAUSE**

10.1 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 inspecting and auditing all data, records and accounts of the PARISH relating to this Agreement, upon request.

10.2 The PARISH and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of four years after the date of final payment under the prime contract and any subcontract entered into under this Agreement or four years from the date of termination of the prime contract and any subcontract entered into under this Agreement, whichever is later.

11. **AMENDMENTS IN WRITING**

Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and executed by all parties.

12. FISCAL FUNDING (NON-APPROPRIATION) CLAUSE

In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on the CITY OF THIBODAUX as to such current or succeeding fiscal year, and said Agreement shall become null and void, and no right of action shall accrue to the benefit of the PARISH, its successors or assigns for any further payments.

13. TERM OF AGREEMENT

The term of this Agreement shall commence on the date first above written and shall continue in effect until (end date), unless sooner terminated as provided in Paragraphs 5 and 6.

14. DISCRIMINATION CLAUSE

The PARISH agrees 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, as amended, the Age Act of 1975, as amended, and PARISH agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. PARISH agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. The PARISH acknowledges and agrees that any act of unlawful discrimination committed by the PARISH, or any other failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

15. INDEMNIFICATION; INSURANCE

The PARISH shall indemnify and save harmless the CITY OF THIBODAUX against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the CITY OF THIBODAUX growing out of, resulting from, or by reason of any act or omission of the PARISH, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. In like manner, the CITY OF THIBODAUX shall indemnify and save harmless the PARISH against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the PARISH growing out of, resulting from, or by reason of any act or omission of the CITY OF THIBODAUX, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include fees and costs of litigation, including, but not limited to, reasonable attorney's fees. Both parties shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

16. 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 not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

17. 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 both parties.

18. **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.

19. **LEGAL COMPLIANCE**

The CITY OF THIBODAU and PARISH shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, et seq.) in carrying out the provisions of this Agreement.

20. **RELATIONSHIP BETWEEN THE PARTIES; EXCLUSION OF BENEFITS**

The PARISH is engaged by the CITY OF THIBODAU for the purposes set forth in this Agreement. The relationship between the PARISH and the CITY OF THIBODAU shall be, and only be, that of an independent contractor and the PARISH shall not be construed to be an employee, agent, partner of, or in joint venture with, the CITY OF THIBODAU.

21. **EXCLUSION OF WORKER'S COMPENSATION COVERAGE**

The CITY OF THIBODAU and the PARISH expressly agree that the PARISH is an independent contractor as defined in R.S. 23:1021(7) and, as such, expressly agree that the CITY OF THIBODAU shall not be liable to the PARISH or to anyone employed by the PARISH for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana.

22. **EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE**

The CITY OF THIBODAU and the PARISH expressly declare and acknowledge that the PARISH is an independent contractor and, as such, is being engaged by the CITY OF THIBODAU under this Agreement as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:

- A. The PARISH has been and will be free from any control or direction by the CITY OF THIBODAU over the performance of the services covered by this Agreement;
- B. The services to be rendered by the PARISH are outside the normal course and scope of the CITY OF THIBODAU's usual business; and
- C. The PARISH is customarily engaged in an independently established trade, occupation, profession, or business. Consequently, neither the PARISH nor anyone employed or contracted by the PARISH shall be considered an employee of the CITY OF THIBODAU for the purpose of unemployment compensation coverage.

23. **FORCE MAJEURE**

Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

24. **EMPLOYMENT OF STATE PERSONNEL**

The PARISH certifies that it has not employed, and will not employ, any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the State of Louisiana.

25. **COVENANT AGAINST CONTINGENT FEES**

The PARISH warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the PARISH, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the PARISH any fee, commission, percentage, brokerage fee,

gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY OF THIBODAUX shall have the right to annul this Agreement without liability or, in CITY OF THIBODAUX's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

26. **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.

27. **NOTICES**

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

Kevin Clement, MAYOR
CITY OF THIBODAUX
PO Box 5418
Thibodaux LA, 70302

ADRIENNE LABAT, CBO, PERMIT DEPARTMENT LAFOURCHE PARISH
GOVERNMENT
P.O. Box 425
Mathews, LA 70375

ARCHIE P. CHAISSON, III, PRESIDENT
402 Green Street
Thibodaux, Louisiana 70301

THUS DONE AND SIGNED this __day of _____, 2024 in Thibodaux, Louisiana.

WITNESSES: LAFOURCHE PARISH GOVERNMENT

Print Name: _____
Parish President

Archie P. Chaisson, III

Print Name: _____

THUS DONE AND SIGNED this __day of _____, 2024 in Thibodaux, Louisiana.

WITNESSES: CITY OF THIBODAUX

Print Name: _____
Mayor

Kevin Clement

Print Name: _____