INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF THIBODAUX, THE PARISH OF LAFOURCHE,

AND

THE 17TH JUDICIAL DISTRICT COURT

This agreement is made between the City of Thibodaux, represented herein by the Mayor Kevin Clement, the Parish of Lafourche represented herein by the Parish President Archie Chaisson, III and the 17th Judicial District Court in and for the Parish of Lafourche represented herein by Chief Judge F. Hugh Larose, pursuant to the authority granted by Article VII, section 14(c) of the LA Constitution of 1974;

<u>PURPOSE</u>: The purpose of this agreement is to provide temporary space to the 17th to conduct sessions of court in the Thibodaux City Court Chambers and Lafourche Parish Council Chambers located in the Mathews Government Complex, in the event that, due to natural or man-made disaster, the 17th's courthouses in Thibodaux are not available for use.

SCOPE: The City of Thibodaux and the Parish of Lafourche will make available to the 17th the Council Chambers at Thibodaux City Court and the Lafourche Paish Mathews Government Complex, for use during regular working hours, provided that these areas are not in use by the City of Thibodaux or the Parish of Lafourche. If there is available space which later is needed by the City of Thibodaux or the Parish of Lafourche, the 17th will vacate that space with at least 24-hour notice.

STAFF: The 17th will provide all employees necessary to hold sessions of court, and those employees shall never be considered employees of the City of Thibodaux or the Parish for any reason or under any circumstances, and any Judge of the 17th who is present shall exercise supervision and control over all employees of the 17th and any personnel on duty from the Lafourche Parish Sheriff and Clerk of Court who are serving on the Judge's staff.

EQUIPMENT: The Judge and Staff from the 17th may use furniture and equipment owned by the City of Thibodaux and the Parish of Lafourche to hold sessions of court, with the approval of the City of Thibodaux and the Parish of Lafourche, and the 17th shall be liable for any loss of or damage to said equipment arising out of its use of the equipment by the 17th.

FACILITIES: The 17th shall not erect any walls or permanent partitions or install any equipment requiring nails or screws in the space or rooms made available in this agreement, and the 17th shall be liable for any damage to the space, arising out of its use and occupancy under this agreement.

TERMINATION: This agreement may be terminated by any party at any time with thirty (30) days written notice to the other parties.

INDEMNIFICATION: All parties agree to indemnify each other and hold each other harmless and defend each other, including each party's officers, agents and employees, against all claims and demands, including attorney fees and court costs, for actions arising out of or in connection with the use of the designated spaces mentioned above caused in whole or in part by the act or omission of any officer, agent, or employee.

DONE AND SIGNED in Thibodau	x Louisiana, on this day of	, 2025.
Parish of Lafourche	City of Thibodaux	
ARCHIE CHAISSON, III PARISH PRESIDENT	KEVIN CLEMENT MAYOR	
17 th Judicial District Court		
F. HUGH LAROSE		

CHIEF JUDGE