

STATE OF LOUISIANA

PARISH OF LAFOURCHE

COOPERATIVE ENDEAVOR AGREEMENT

This Cooperative Endeavor Agreement is entered into this ____ day of _____, 2025 by and between:

Lafourche Parish Government, whose mailing address is P.O. Drawer 5548, Thibodaux, LA 70302, hereinafter referred to as "PARISH" and represented by its Parish President, Mitch Orgeron, and

City of Thibodaux, whose mailing address is P.O. Box 5418, Thibodaux, LA 70302, hereinafter referred to as "CITY" and represented by its Mayor, Kevin Clement.

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...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;" and

WHEREAS, the PARISH desires to cooperate with the CITY for the following purpose:

1. PURPOSE

The PARISH is partnering with the CITY to provide funding from the State of Louisiana's Parish Transportation Revenue Program Funding to offset the CITY's road systems maintenance costs. Historically, a percentage of the total amount paid to the PARISH was designated within the appropriation bill as payable to the CITY for road systems maintenance costs pursuant to La R.S. 48:751-756. For the 2025-2026 fiscal year, this designation remains at 16.35%. Therefore, the PARISH is partnering with the CITY to provide funding from the State of Louisiana's Parish Transportation Revenue Program Funding to offset the CITY's road systems maintenance costs.

WHEREAS, the PARISH and the CITY each have a reasonable expectation of receiving a benefit or value that is at least equivalent to or greater than the consideration described in this Agreement; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

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

2. GENERAL CONDITIONS

This agreement is pursuant to Lafourche Parish Council Resolution _____ of the _____ council meeting and shall commence on July 1, 2025 and terminate on June 30, 2026.

3. TERMS

It is agreed between the parties:

a. CITY shall:

- i. Use the funds provided by the PARISH to assist with the CITY's road systems maintenance costs.

b. PARISH shall:

- i. Remit monthly payments to the CITY in the amount of 16.35% of the amount paid directly to the PARISH by the Louisiana Department of Treasury for the State of Louisiana's 2025-2026 fiscal year.

THUS DONE AND SIGNED this ____ day of _____, 2025 in Thibodaux, Louisiana.

WITNESSES:

LAFOURCHE PARISH GOVERNMENT

Print Name: _____

Mitch Orgeron, Parish President

Print Name: _____

THUS DONE AND SIGNED this ____ day of _____, 2025 in Thibodaux, Louisiana.

WITNESSES:

CITY OF THIBODAUX

Print Name: _____

Kevin Clement, Mayor

Print Name: _____