

## **INTERGOVERNMENTAL AGREEMENT**

**UNITED STATES OF AMERICA**

**STATE OF LOUISIANA**

**PARISH OF LAFOURCHE**

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between:

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

City of Thibodaux, hereinafter referred to as "CITY", whose mailing address is P.O. Box 5418, Thibodaux, LA 70301, and represented by its Mayor, Kevin Clement; and

**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 or political corporations 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**, LPG is a constitutionally and statutorily created local political body of the State of Louisiana with the constitutional and statutorily created authority to contract, including entering into agreements; and

**WHEREAS**, LPG has an agreement with NOLA Title Group, LLC and SRI Services, Inc. for the auction and sale of adjudicated properties, hereinafter referred to as "Property"; and

**WHEREAS**, this agreement is for LPG to disburse any portion of taxes owed to the CITY; and

**WHEREAS**, LPG and CITY hereinafter collectively referred to as "Members" and that the Members do by enter into the following Intergovernmental Agreement between themselves, for the objects and purposes and under the conditions, covenants and stipulations of the following agreement:

### **ARTICLE I AGREEMENT**

1.1 The Members are joining together: (i) for the public purpose of controlling the rising number of adjudicated properties, slowing urban blight, and revitalizing economically depressed areas by placing adjudicated properties back into the economic stream of commerce and back on the tax rolls, all in

accordance with Louisiana Revised Statute 33:1324(4) of the Local Services Law, and Chapter 5 of Title 47 of the Louisiana Revised Statutes (R.S. 47:2201-2211 and R.S. 47:2237), (ii) to provide for the donation of adjudicated property to nonprofit organizations as recognized by the IRS as 501 (C) (3) and 501 (C) (4) nonprofit organizations. (iii) to provide for the orderly payment at the time of the sale of the Property, in whole or in part, of (a) charges listed on the tax rolls, penalties, interests and (b) charges and liens of the Members imposed upon the Property pursuant to Louisiana Revised Statute 33:1236, Louisiana Revised Statute 33:4766 and any other lien or charge that the Louisiana Revised Statutes permit parishes or municipalities to levee against real estate; (iv) to provide for the LPG to authorize the Sheriff and/or any tax collector and/or any proper authority for municipality to cancel past due ad valorem taxes, interests and penalties; and (v) for the LPG to cancel or authorize the proper authorities to cancel charges and liens of the Members imposed pursuant to Louisiana Revised Statute 33:1236, Louisiana Revised Statute 33:4766 and Louisiana Revised Statute 9:4821(1).

## **ARTICLE II DEFINITIONS**

2.1 The term "Agreement" or "Local Services Agreement" or "Intergovernmental Agreement" as used herein, shall mean and refer to this document.

2.2 The term "Council" shall mean the Lafourche Parish Council.

2.3 The term "Property" shall mean any property which has been adjudicated to the LPG and/or the CITY for unpaid ad valorem taxes, which the Council has adopted an ordinance authorizing said property to be sold under the provisions of the Louisiana Revised Statute 47:2201, et. seq..

2.4 The term "Sheriff" shall mean the Lafourche Parish Sheriff's Office.

## **ARTICLE III INTENTION**

3.1 It is the intention of the Members that this agreement constitutes an Intergovernmental Agreement under the provisions of the Local Services Law.

## **ARTICLE IV JOINT UNDERTAKING**

4.1 The Members agree to make an active and concerted effort to solicit offers for adjudicated property in the City of Thibodaux and to sell same for the benefit of the citizens of Lafourche Parish and all Members of this Agreement.

4.2 If any Property is not sold, the Members shall waive any compensation for

its efforts as to that parcel under this Agreement.

4.3 If any Property is sold, the CITY does hereby authorize the LPG to retain the deposit of the sales price as compensation for its efforts under this Agreement. The LPG shall receive said compensation regardless of whether the sales price is less than, equal to, or more than the amount owed for ad valorem taxes, charges, liens, interest, penalties, etc. Furthermore, the LPG shall receive said compensation prior to the disbursing the funds to the CITY.

4.4 If any Property is sold, the CITY authorizes the LPG to pay from the sales' proceeds the amount required to cancel the ad valorem taxes, charges, liens, interest, penalties, etc., and to pay to the CITY the amount required to cancel any charges and liens, etc. of record against the Property imposed pursuant to Louisiana Revised Statute 33:1236 and Louisiana Revised Statute 33:4766.

4.5 If the balance of the sales' proceeds is insufficient to pay the ad valorem taxes, charges, liens, interest, penalties, etc., the CITY agree to accept a proportionate share of the balance equal to the percentage of the balance as to the (a) ad valorem taxes, charges, liens, interest, penalties, etc., and (b) charges, liens, etc., against the Property imposed pursuant to Louisiana Revised Statute 33:1236 and Louisiana Revised Statute 33:4766. Furthermore, the CITY authorizes the LPG to make such proportionate payments to the appropriate CITY. The proportionate share shall be calculated after the LPG's compensation fee is deducted.

4.6 If the balance of the proceeds is more than the amount owed for ad valorem taxes, charges, liens, interest, penalties, etc., then the amount shall be distributed equally between the Members.

4.7 If any Property is sold as property, the Members do hereby authorize the LPG and/or the Sheriff and/or any other tax collector and/or any other proper authority (a) to cancel all of the ad valorem taxes, charges, liens, interest, penalties, etc.; (b) to cancel all of the charges, liens, etc., imposed against the Property pursuant to Louisiana Revised Statute 33:1236 and Louisiana Revised Statute 33:4766; and (c) to pay the appropriate Members either the total net share or the pro-rata share of these sums depending on which is applicable.

4.8 Although the CITY may not receive the amount of taxes owed to them, each Member is guaranteed to receive its net pro-rata share from each act of sale of the Property sold under this Agreement.

4.9 The CITY authorizes the recording of this Agreement in the conveyance and mortgage records of the Clerk of Court for the Parish of Lafourche to establish the LPG's authority to act on behalf of the CITY.

4.10 The LPG shall advise the CITY as to each parcel of Property being

considered by the Council for sale so that the CITY may express their views as to the nature of the Property.

4.11 NOLA Title Group, LLC and SRI Services, Inc. agree to send notice to the Louisiana Tax Commission each time that it adopts an ordinance to sell Property under the authority of this Agreement.

4.12 The CITY authorizes the LPG, to implement internal procedures as to the administration of this Agreement.

4.13 The CITY authorizes the LPG to act on their behalf and are aware that in some circumstances, they are waiving their rights to the gross amount of taxes owed to them if the Property is sold for a price lower than the amount of ad valorem taxes owed on said Property; or if after the LPG's compensation is deducted, the net amount of the proceeds is lower than the amount of ad valorem taxes.

4.14 The CITY is aware that the Sheriff will not participate in the transfer of the Property itself and will only cancel ad valorem taxes, charges, liens, interest, penalties, etc. upon the instruction of the LPG, or the redemption of the Property by the tax debtor or his assignee.

4.15 The LPG shall not initiate the sale of an adjudicated property within the city limits of Thibodaux without first obtaining the written consent by resolution of the City Council.

## **ARTICLE V AMENDMENT**

5.1 The Members may amend this Agreement to add or delete special districts with consent of the other Member.

5.2 This Agreement may be amended to add political subdivisions located within Lafourche Parish as members of this Agreement with the consent of the other Members.

5.3 Under all other circumstances, this Agreement may be amended within the limitations prescribed by laws by resolution of all of the Members.

## **ARTICLE VI LIBERAL INTERPRETATION**

6.1 This Agreement shall be interpreted liberally, to the end that through the use of arrangements provided herein, greater economy and efficiency of the joint undertaking may be encouraged and the benefits of such joint undertaking may be extended in the best interest of the citizens of the City of Thibodaux,

Parish of Lafourche and the State of Louisiana, all as provided in Louisiana Revised Statute 33:1324.

## **ARTICLE VII CONTARY TO LAW**

7.1 If any one or more of the provisions of this Agreement shall be declared to be contrary to law by any court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separable from the remaining provisions of this Agreement and shall in no way affect the validity of the other provisions of this Agreement.

## **ARTICLE VIII TERM**

8.1 The term of this Agreement shall terminate on December 31, 2027.

## **ARTICLE IX HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

9.1 The Members agree to hold each other harmless for any and all claims arising out of the donation, sale, cancellation of ad valorem taxes, charges, liens, interest, penalties, etc. of Property sold under this Agreement.

9.2 Notwithstanding Article 9.1, the LPG agrees to indemnify and hold harmless the Sheriff for any and all claims brought against it arising out of the cancellation or waiver of taxes, charges, liens, interest, penalties and the sale of Property under this Agreement. However, the LPG shall not indemnify the Sheriff for any intentional or negligent acts that the Sheriff, its agents and/or employees commit. Furthermore, the LPG shall not indemnify the Sheriff for any acts which are committed prior to a third person contacting the LPG about buying Property under the terms of this Agreement.

## **ARTICLE X LEGAL COMPLIANCE**

10.1 The Members agree to 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.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first above written in the presence of the undersigned witnesses and each signatory warrants by its signature that it has the appropriate authority to sign this Agreement.

Lafourche Parish Government

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

City of Thibodaux

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness