

COOPERATIVE ENDEAVOR AGREEMENT

BY AND BETWEEN

NORTH LAFOURCHE CONSERVATION, LEVEE AND DRAINAGE DISTRICT

And

LAFOURCHE PARISH GOVERNMENT

And

THE CITY OF THIBODAUX

And

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

This agreement is by and between the following parties is effective from the date of signing by the last party to sign this agreement:

THE NORTH LAFOURCHE CONSERVATION, LEVEE AND DRAINAGE DISTRICT, (“NLCLDD”), a political subdivision of the State of Louisiana, whose current address is declared to be 3862 LA-1, Raceland, LA 70394 represented herein by Cory Kief, Board President;

THE LAFOURCHE PARISH GOVERNMENT (“LPG”), a political subdivision of the State of Louisiana, whose current address is declared to be 402 Green Street, Thibodaux, LA 70301, represented by its Parish President, MITCH ORGERON;

THE CITY OF THIBODAUX (“CITY”), a municipality and political subdivision of the State of Louisiana, Parish of Lafourche, whose address is declared to be 310 West 2nd Street, Thibodaux, LA 70301, and represented by its Mayor, KEVIN CLEMENT;

THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT, (“TPCG”), a political subdivision of the State of Louisiana, Parish of Terrebonne, whose current address is declared to be 8026 W. Main St., #101, Houma, LA 70360, represented by its Parish President, JASON W. BERGERON;

WHEREAS, the NLCLDD, LPG, TPCG, and the CITY have a need to have the St. Louis Bayou maintained for drainage as parts of Lafourche and Terrebonne Parishes, within all four of our jurisdictions, drains directly into the St Louis Bayou;

WHEREAS, the St Louis Bayou is principally located in Terrebonne Parish.

WHEREAS, the NLCLDD has previously performed intermittent maintenance of the St. Louis Bayou/Canal under an existing agreement for access with TPCG and has provided equipment and resources for the purpose of providing some mechanical clearing of this canal with its equipment and/or contractors.

WHEREAS, the TPCG currently engages in and provides drainage maintenance to the St. Louis Bayou which meets the needs of the residents in its Parish and parts of Lafourche Parish and

the City of Thibodaux. However, TPCG desires to provide access to the Lafourche entities and to work cooperatively with the NLCLDD, LPG and the CITY, to provide benefits to both Parishes.

WHEREAS, the NLCLDD has identified the need for aerial vegetation control in the St. Louis Bayou to augmented by periodic mechanical maintenance dredging to facilitate drainage to drainage needs which are current;

WHEREAS, the NLCLDD, the LPG, the TPCG and the CITY each have the authority of a political subdivision of the State of Louisiana, to enter into agreements with each other for the public welfare, health, safety and good order of its jurisdiction by virtue of the specific authority granted under Louisiana Law; and

WHEREAS, the NLCLDD is authorized under La. R.S. 38:281, et seq., La.R.S.38:301, to provide for flood protection and such improvements incidental thereto, including on its own behalf or for the areas or the levee districts under its authority, and the NLCLDD recognizes the local public purpose in improving and maintaining drainage systems for the residents of Lafourche Parish in and around the St Louis Bayou / Canal; and

WHEREAS, the LPG, likewise, is authorized to provide for drainage and related improvements which impact said drainage within its jurisdiction;

WHEREAS, the TPCG, likewise, is authorized to provide for drainage and related improvements which impact drainage within its jurisdiction;

WHEREAS, the CITY, likewise, is authorized to provide for drainage and related improvements which impact said drainage within its jurisdiction;

WHEREAS, the Parties desire to enter into this Agreement for the purpose of improving flood protection, drainage maintenance and improvements in their respective jurisdictions.

WHEREAS, the Lafourche entities have determined that it is in their respective best interests to jointly fund a cooperative ongoing maintenance plan for the St. Louis Bayou such that the scope of work provides ongoing improvements to the drainage into and through the St. Louis Bayou, (the "Project").

WHEREAS, the NLCLDD, the LPG, and the CITY have each independently determined that the Project is a beneficial project, and will either directly or indirectly accomplish the parties' goal of improving drainage and flood protection for its citizens and their properties and is in furtherance of the mission of the respective parties and benefits their respective jurisdictions; the benefits of the NLCLDD, CITY and LPG paying for and providing annual drainage maintenance of the St. Louis Bayou in Terrebonne Parish from the railroad trestle in Schriever to its surface headwater near the end of Cardinal Drive in Thibodaux which will allow improved drainage in Lafourche Parish and also benefits TPCG which has portions of its Parish that drain into this drainage channel in that Project;

WHEREAS, the TPCG has independently determined that the Project is a beneficial project and will allow improved drainage for those portions of its Parish affected by the Project, at no expense to TPCG, and will further allow TPCG to focus more resources south of the Project area, namely drainage improvements of the St. Louis Bayou from the railroad Trestle in Schriever to US Highway 90;

NOW, THEREFORE, in consideration of all of the parties' mutual undertakings herein and their purposes, duties and authorities under the laws and Constitution of the State of Louisiana, the parties do hereby agree as follows:

A. PURPOSE: This intergovernmental agreement shall evidence the terms and conditions agreed to with respect to LPG and the CITY granting authority to the NLCLDD to act as its Agent for purposes of coordinating and implementing the Project, which is defined as the "annual aerial, ground or vessel-based vegetation control and occasional mechanical clearing as may be needed from the surface headwater of the St Louis Bayou near the end of Cardinal Drive in Thibodaux to the railroad trestle in Schriever". The Agreement further serves as approval of the Project by TPCG, and authorization to perform the work described herein in sections of the St. Louis Bayou located in Terrebonne Parish.

B. AGREEMENTS OF ALL PARTIES:

1. The NLCLDD, LPG and CITY will contribute to the cost of annual aerial, ground or vessel-based vegetation control and occasional mechanical clearing as may be needed from the surface headwater of the St Louis Bayou near the end of Cardinal Drive in Thibodaux to the railroad trestle in Schriever.
2. The aerial vegetation control will be accomplished by the NLCLDD as part of its annual vegetation control projects. This activity will be supplemented from time to time as may be needed by mechanical maintenance dredging provided by the NLCLDD.
3. The total cost of work described in 1) and 2) above as agreed is \$20,000 per year. This cost figure is an agreed upon fixed amount and will not be based on any actual real costs or any tracking of costs for each year's work.
4. The proposed cost share figure is TWENTY THOUSAND AND NO/100 (\$20,000.00) DOLLARS, with the cost to be shared equally by the NLCLDD, LPG and CITY, each party to contribute SIX THOUSAND SIX HUNDRED SIXTY-SEVEN (\$6,667.00) DOLLARS, which shall be paid at the beginning of each year (or FY) from LPG and the CITY to the NLCLDD.
5. TPCG agrees to adequately maintain for proper drainage with annual aerial, ground or vessel-based vegetation control and occasional mechanical clearing as may be needed of the St. Louis Bayou from the railroad trestle in Schriever to Country Estates Drive in Terrebonne Parish.
6. The cost of all work done in 5) above will be exclusively paid by TPCG.
7. TPCG agrees to continue to permit access to the NLCLDD for the purposes of the exercise of rights under this Agreement.

- C. **TERM AND TERMINATION.** This Agreement shall be effective as of the date of execution by the last Party to sign and shall continue for an initial term ending December 31, 2027 (the “Initial Term”). Thereafter, the Agreement may be renewed for a successive four (4) year period if mutually agreed by all parties. Any Party may terminate this Agreement at any time for cause (including material breach) upon thirty (30) days’ written notice, or without cause upon ninety (90) days’ written notice. Upon termination, each Party shall remain responsible for any payments or obligations accrued prior to the effective date of termination, and the indemnification obligations set forth in Section I shall survive.
- D. **NON-ASSIGNMENT.** This contract is strictly between the parties and shall not be assigned without the express consent of all parties.
- E. **NOTICES.** Any notice given to any party shall be in writing and shall be sent by certified mail as follows:

To the North Lafourche Conservation, Levee and Drainage District:

President
NLCLDD
P.O. Box 309
Thibodaux, LA 70302

To the Lafourche Parish Government:

Parish President
Lafourche Parish Government
P.O. Drawer 5548
Thibodaux, LA 70302

To the Terrebonne Parish Consolidated Government:

Parish President
Terrebonne Parish Consolidated Government
P.O. Box 2768
Houma, LA 70361

To the City of Thibodaux:

Mayor
City of Thibodaux
P.O. Box 5418
Thibodaux, LA 70301

- F. **MODIFICATION AND CONSTRUCTION.** No modification, amendment, or changes to this agreement shall be binding unless approved in writing by all parties. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid,

illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

- G. COMPLIANCE WITH LAWS.** The parties hereto and their employees, contractors and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this agreement.
- H. NO WAIVER.** The failure of the LPG, TPCG, the City or the NLCLDD to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, and or all of the terms or conditions of this Agreement.
- I. INDEMNIFICATION.** To the fullest extent permitted by applicable law, each Party agrees to indemnify, defend, and hold harmless each of the other Parties and their respective officers, directors, employees, agents, representatives, and contractors (in their official and individual capacities) from and against any and all claims, demands, suits, actions, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees, court costs, and expert fees) arising out of or resulting from the negligent acts or omissions, gross negligence, or intentional misconduct of the indemnifying Party, its officers, employees, agents, or contractors in the performance or non-performance of its obligations under this Agreement. This indemnification obligation shall not apply to the extent any such claim, damage, loss, or expense is caused by the sole or concurrent negligence or intentional misconduct of the Party seeking indemnification. The obligations under this Section shall survive the termination or expiration of this Agreement.
- J. INSURANCE.** Each Party shall maintain, or be self-insured in accordance with applicable Louisiana law, such commercial general liability insurance (or equivalent coverage) in amounts reasonably sufficient to cover potential liabilities arising from the activities contemplated under this Agreement. Upon reasonable request by any other Party, each Party shall provide certificates of insurance or evidence of self-insurance. To the extent commercially practicable, the NLCLDD shall name the other Parties as additional insureds on any applicable policies with respect to work performed under this Agreement. This Section shall survive termination of the Agreement.
- K. GOVERNING LAW AND VENUE.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Louisiana. Venue for any action or proceeding arising out of or relating to this Agreement shall be exclusively in the 32nd Judicial District Court for the Parish of Terrebonne, Louisiana. Notwithstanding the above, if the action or proceeding arising out of or relating to this Agreement exclusively involves Lafourche Parish entities, such action or proceeding shall be brought in the 17th Judicial District Court for the Parish of Lafourche.
- L. RECORDS RETENTION AND AUDIT.** Each Party shall maintain complete and accurate books, records, and documentation relating to its obligations, payments, and performance under this Agreement for a period of at least four (4) years after the termination or expiration

of this Agreement (or longer if required by law). All Parties, and the Louisiana Legislative Auditor, shall have the right to inspect and audit such records upon reasonable notice during normal business hours. This Section shall survive termination of the Agreement.

M. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement among the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written. No amendment or modification shall be effective unless in writing and signed by all Parties.

N. COUNTERPARTS AND ELECTRONIC SIGNATURES. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures (including signatures transmitted by email or other electronic means) shall be deemed original signatures for all purposes.

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SEPARATE SIGNATURE PAGES TO FOLLOW.)

SIGNATURE PAGE

NORTH LAFOURCHE CONSERVATION, LEVEE AND DRAINAGE DISTRICT

Signed before the undersigned witnesses in Raceland, Louisiana on this _____ day of _____, 2026.

WITNESSES:

**NORTH LAFOURCHE
CONSERVATION, LEVEE
AND DRAINAGE DISTRICT**

Printed Name _____

BY: _____
CORY KIEF, President

Printed Name _____

COOPERATIVE ENDEAVOR AGREEMENT

SIGNATURE PAGE
LAFOURCHE PARISH GOVERNMENT

Signed before the undersigned witnesses in Thibodaux, Louisiana on this _____ day of _____, 2026.

WITNESSES:

**LAFOURCHE PARISH
GOVERNMENT**

Printed Name _____

BY: _____
MITCH ORGERON, President

Printed Name _____

COOPERATIVE ENDEAVOR AGREEMENT

SIGNATURE PAGE
TERREBONNE PARISH CONSOLIDATED GOVERNMENT

Signed before the undersigned witnesses in HOUMA, Louisiana on this _____ day of _____, 2026.

WITNESSES:

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

Printed Name _____

BY: _____
JASON W. BERGERON, President

Printed Name _____

COOPERATIVE ENDEAVOR AGREEMENT

SIGNATURE PAGE
CITY OF THIBODAUX

Signed before the undersigned witnesses in Thibodaux, Louisiana on this _____ day of _____, 2026.

WITNESSES:

CITY OF THIBODAUX

Printed Name _____

BY: _____
KEVIN CLEMENT, Mayor

Printed Name _____