

**COOPERATIVE ENDEAVOR
AGREEMENT
BETWEEN THE CITY OF THIBODAUX
AND
NICHOLLS STATE UNIVERSITY**

This Cooperative Endeavor Agreement (Agreement) made and entered into this _____ day of _____, 20__ by and between the City of Thibodaux (City) and Nicholls State University (Nicholls).

WITNESSETH:

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;

WHEREAS, the City of Thibodaux and Nicholls State University desire to promote, encourage, and support tourism, economic development, community engagement, and athletic and educational opportunities within the City of Thibodaux and the surrounding area;

WHEREAS, the Manning Passing Academy is an annual football camp hosted at Nicholls State University that attracts participants, families, coaches, staff, and visitors to the Thibodaux area;

WHEREAS, the parties recognize that hosting the Manning Passing Academy in Thibodaux provides a public benefit through increased tourism, economic activity, community visibility, and the promotion of Thibodaux and Nicholls State University;

WHEREAS, the City desires to provide funding to Nicholls State University to assist with costs associated with hosting and supporting the Manning Passing Academy during calendar years 2027, 2028, and 2029;

WHEREAS, the City desires to provide funding to Nicholls State University pursuant to the terms of this Cooperative Endeavor Agreement in an amount not to exceed Sixty Thousand and No/100 Dollars (\$60,000.00) over a three-year period, with funding of up to Twenty Thousand and No/100 Dollars (\$20,000.00) available for each year in which the Manning Passing Academy is hosted at Nicholls State University during 2027, 2028, and 2029;

WHEREAS, the City finds that providing funding under the terms of this cooperative endeavor will serve a public purpose and provide a public benefit that is not disproportionate to the consideration provided under this Agreement; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, the legal obligation, the public purpose, and the public benefit, the parties hereto agree as follows:

BE IT KNOWN by these presents that,

CITY OF THIBODAUX, a municipality of the State of Louisiana, represented herein by Mayor Kevin Clement, who has been authorized to act herein pursuant to Thibodaux City Ordinance Number _____ dated _____, and whose mailing address is Post Office Box 5418, Thibodaux, Louisiana 70302;

And

NICHOLLS STATE UNIVERSITY, a public institution of higher education of the State of Louisiana, represented herein by _____, in the capacity of _____, who is authorized to act herein, and whose mailing address is _____.

The parties agree as follows:

The City of Thibodaux and Nicholls State University do hereby enter into a Cooperative Endeavor Agreement, said Agreement being subject to the following terms, conditions, obligations, and warranties between the parties:

Purpose – The purpose of this Agreement is to formulate a cooperative endeavor to support the continued hosting of the Manning Passing Academy at Nicholls State University during 2027, 2028, and 2029, and to promote tourism, economic development, community engagement, and positive exposure for the City of Thibodaux.

Scope of Services

Nicholls State University agrees to:

- Host and support the Manning Passing Academy on the Nicholls State University campus in each of the years 2027, 2028, and 2029, subject to the Academy being conducted in the applicable year.
- Provide or coordinate the University facilities, campus access, and institutional support reasonably necessary for the Manning Passing Academy, consistent with University policies and applicable law.
- Coordinate with Manning Passing Academy representatives and appropriate local partners regarding logistics associated with the annual camp.
- Use the funding provided by the City under this Agreement in support of costs and activities associated with hosting, operating, promoting, or facilitating the Manning Passing Academy and its related public benefits.
- Recognize, when reasonably practicable, the City of Thibodaux as a public partner supporting the Manning Passing Academy.
- Provide the City, upon request, reasonable documentation or a summary describing the use of City funds and the public benefits associated with the Manning Passing Academy for the applicable contract year.

Nicholls State University shall provide the above services beginning in 2027 and continuing through 2029.

Compensation and Payment Schedule – In consideration of the services and public benefits described above, the City of Thibodaux hereby agrees to provide funding to Nicholls State University in an amount not to exceed Sixty Thousand and No/100 Dollars (\$60,000.00), payable in three annual payments as follows:

- \$20,000.00 payable for calendar year 2027;
- \$20,000.00 payable for calendar year 2028; and
- \$20,000.00 payable for calendar year 2029.

Each annual payment shall be made only upon written request by Nicholls State University and shall be subject to the fiscal funding provision of this Agreement.

Notwithstanding the foregoing, the City shall have no obligation to make the annual payment for any year in which the Manning Passing Academy is not held at Nicholls State University. If the Manning Passing Academy is canceled, relocated, or otherwise not hosted by Nicholls State University during any of the years covered by this Agreement, the City shall not be responsible for the payment

attributable to that year. Any such unpaid amount shall not carry forward or become due in a subsequent year.

Terms of Agreement – This Agreement shall become effective upon execution by both parties and shall continue through December 31, 2029, provided Nicholls State University has fulfilled its obligations under this Agreement.

Termination Clause – The City of Thibodaux may terminate this Agreement for cause based upon the failure of Nicholls State University to comply with the terms and/or conditions of the Agreement, provided that the City shall give Nicholls written notice specifying the failure. If, within thirty (30) days after receipt of such notice, Nicholls has not corrected such failure or proceeded diligently to complete such correction, the City may place Nicholls in default and terminate the Agreement on the date specified in such notice.

Nonassignability – Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

Fiscal Funding – The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Thibodaux City Council. If the City Council fails to appropriate sufficient monies to provide for the continuation of the Agreement, the Agreement shall terminate as to any fiscal year for which sufficient funds are not appropriated.

Responsibility of the Parties – Each party shall be responsible for the acts and omissions of its own officers, employees, agents, and representatives to the extent provided by applicable law. Nothing in this Agreement shall be construed as a waiver of any immunity, limitation of liability, or other protection available to either party under Louisiana law.

Insurance – Each party shall maintain such insurance or self-insurance as is required by applicable law and its governing policies for activities undertaken pursuant to this Agreement.

Discrimination Clause – The parties agree to comply with applicable federal and state nondiscrimination laws in carrying out their respective obligations under this Agreement.

Partial Invalidity; Severability – If any term, covenant, condition, or provision of this Agreement, or the application thereof to any person or circumstance, shall at any time or to any extent be invalid or unenforceable, the remainder of this Agreement shall remain valid and shall be enforced to the fullest extent permitted by law.

Entire Agreement; Modification – This Agreement contains the entire agreement between the parties concerning the subject matter herein and supersedes any prior agreements concerning the same subject matter. This Agreement may be modified or amended only by mutual written consent of the parties, duly authorized and signed by both parties.

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.

Legal Compliance – The City of Thibodaux and Nicholls State University shall comply with all applicable federal, state, and local laws and regulations in carrying out the provisions of this Agreement.

Remedies for Default – In the event of default by either party, the aggrieved party shall have all rights and remedies available under the laws of the State of Louisiana.

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

Mayor of the City of Thibodaux

Post Office Box 5418
Thibodaux, Louisiana 70302

Nicholls State University

Attention: _____

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month, and year first written above.

WITNESS:

CITY OF THIBODAUX

Rhonda Dempster

Mayor Kevin Clement
City of Thibodaux

WITNESS:

NICHOLLS STATE UNIVERSITY

Kyle Allen
Rebecca Kluck

Jonathan E. Tennant
John E. Tennant
Title: Vice President of Collegiate Athletics