

**AGREEMENT
BETWEEN CITY OF THIBODAU
AND
NICHOLLS STATE UNIVERSITY
June 1, 2026 – July 31, 2027**

This constitutes the agreement between the City of Thibodaux and Nicholls State University (NSU) regarding the roles and responsibilities of each in respect to the project described in Attachment I hereto.

1. **Contract Documents:** Contract documents shall consist of this agreement and attachments, both of which are incorporated by reference into this agreement.
Attachment I – “Wetland System Monitoring Requirement for City of Thibodaux Wetland Assimilation Project – Year 18,” work plan, which includes a Line Item Budget
2. **Services:** Each party agrees to perform those services outlined in Attachment I and this agreement.
3. **Contract Amount:** The City of Thibodaux agrees to make available up to \$29,989 allotted to this project for use by NSU for the contract period. NSU agrees to expend this money in conformity with the line item budget contained in Attachment I. Cumulative transfers of funds, among approved direct cost categories, that exceed 10% of the total award must be approved by the City of Thibodaux in writing.
4. **Contract Period:** This agreement covers the period June 1, 2026 through July 31, 2027. If NSU expects the performance period to extend beyond July 31, 2027, NSU must promptly notify the City of Thibodaux. The City of Thibodaux will work to establish an allowable extension of the agreement period, but implies no guarantee of an extension to NSU. NSU reserves the right to terminate this Agreement should the City of Thibodaux not grant an extension in a timely manner.
5. **Alterations:** Any alterations in the scope of the work performed or the budget shall be submitted by NSU in writing to the City of Thibodaux, and must be approved in writing by the City of Thibodaux.
6. **Reports:** NSU agrees to submit program progress reports every six (6) months to the City of Thibodaux. The City of Thibodaux reserves the right to withhold payments if NSU has not submitted the appropriate progress reports.
7. **Collaboration and Communication:** NSU agrees to acknowledge the City of Thibodaux in communications with the media, public, and elected officials about projects in the approved scope of work.
8. **Project Implementation:** NSU will ensure that implementation of approved projects meets all state environmental laws and federal consistency requirements and will provide the City of Thibodaux with a copy of all necessary federal, state and local permits including without limitation any required by the Clean Water Act, the Rivers and Harbors Act and the Nicholls Coastal Zone Management Act.
9. **Invoices:** NSU shall submit invoices to the City of Thibodaux as expenditures are incurred.

10. **Financial Records:** NSU agrees to maintain accurate records of NSU's performance of this work and agrees to allow the City of Thibodaux and their duly authorized representatives' reasonable access to their records to verify said performance. NSU must maintain in its records, documentation of the expenditure of at least \$29,989. NSU agrees to adhere to federal rules and guidelines governing documentation and acceptability of project-related costs. NSU agrees to maintain their financial records, supporting documents and other records pertaining to this agreement for a period of three (3) years from the termination date of this agreement.
11. **Audit:** In the event that NSU's expenditures under federal awards exceed \$300,000 in the fiscal year, an audit meeting the requirements of OMB Circular A-133 is required. If an audit discloses findings or recommendations, NSU agrees to include with the audit report a corrective action plan containing the following:
- a) The name and number of the contact person responsible for the corrective action plan.
 - b) Specific steps taken to comply with the recommendations.
 - c) A timetable for performance and/or implementation dates for each recommendation.
 - d) Descriptions of monitoring to be conducted to ensure implementation.
12. **Allowable and Unallowable Costs:** NSU agrees to follow federal regulations as put forth in applicable OMB Circulars. NSU agrees not to use funds provided under this agreement for any cost, which has been determined to be unallowable under these regulations. Reimbursement by the City of Thibodaux for any cost that is later determined to be unallowable does not constitute sanction by the City of Thibodaux for the unallowable use of these funds.
13. **Indemnification:** NSU agrees to indemnify the City of Thibodaux against all losses for expenses incurred by NSU that are, or are later held to be, unallowable. Reimbursement by the City of Thibodaux to NSU for such costs does not negate nor in any way nullify the subrecipient's responsibility under this provision.

It is understood that the City of Thibodaux has no control over the worksite nor the design and operation of this project. The City of Thibodaux's role in this project is that of a financial supporter.

NSU will comply with the specific terms and conditions of the award, as well as the other terms and conditions specified in this agreement.

Nicholls State University:



Date: 7/28/2026

Quenton Fontenot
Director of Research & Sponsored Programs

The City of Thibodaux:

Kevin Clement
Mayor

Date: _____