

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE
PARISH OF LAFAYETTE AND THE CITY OF YOUNGSVILLE
REGARDING FUNDING FROM THE STATE OF LOUISIANA
GOVERNOR’S OFFICE OF HOMELAND SECURITY AND
EMERGENCY PREPAREDNESS TO OFFSET ELIGIBLE COSTS
INCURRED IN CONNECTION WITH THE SEVERE STORMS
AND TORNADOS – MAY 14-17, 2024, SUBJECT TO EXECUTIVE
ORDER NUMBER JML 24-72**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN, that on the dates hereinafter set forth, before us, the undersigned authorities, Notaries Public, in and for the aforesaid Parish and State, duly commissioned and qualified as such, and in the presence of the undersigned competent witnesses, personally came and appeared:

PARISH OF LAFAYETTE, a political subdivision of the State of Louisiana represented herein by Monique B. Boulet, its Mayor-President, duly authorized by Declaration, dated and recorded May 22, 2024, File No. 2024-00015610 of the public records of the Office of the Clerk of Court of Lafayette Parish, as extended by Extension of Declaration, dated and recorded June 21, 2024, File No. 2024-00018904 of the public records of the Office of the Clerk of Court of Lafayette Parish, copies of which are attached hereto by reference, thereof (hereinafter referred to as “Parish”);

and

CITY OF YOUNGSVILLE, a political subdivision of the State of Louisiana, represented herein by its Mayor, Ken Ritter, duly authorized by Resolution adopted on the 12th day of September, 2024, a copy of which is attached hereto and made a part hereof (hereinafter referred to as “Youngsville”);

who, having been duly sworn, did state and declare, as follows:

WHEREAS, pursuant to the Contract Between State of Louisiana (hereinafter referred to as “State Contract”), attached herewith and made a part hereof, as Exhibit 1, dated ____ by and between the Parish and the State of Louisiana Governor’s Office of Homeland Security and Emergency Preparedness (hereinafter referred to as the “State”), the Parish is to receive funding (hereinafter referred to as “State Funding”) to offset up to seventy-five (75%) percent of: (i) “eligible costs” that the Parish (and/or the municipalities within the Parish) incurred responding to and recovering from the severe storms and tornadoes event on May 14-17, 2024, for which the Governor declared a state of emergency in Executive Order Number JML 24-72; and (ii) costs associated with eligible Emergency Protective Measures (EMP), as more specifically outlined and

identified in Appendix A of the State Contract (hereinafter collectively referred to as “Recovery Costs”); and

WHEREAS, to facilitate the payment of the Recovery Cost to Youngsville, Youngsville and the Parish must enter into a Cooperative Endeavor Agreement (hereinafter referred to as the “Agreement”) to set forth the obligations of the Parish and Youngsville in connection with the State Funding; and

WHEREAS, Article VII, Section 14(C) of the 1974 Constitution of the State of Louisiana states that, “[f]or 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 associations, corporation, or individual.”

NOW, THEREFORE, in consideration of the covenants set forth herein, the Parish and Youngsville do hereby agree and contract as follows:

1. AGREEMENT. Youngsville does hereby agree to comply with the directives, terms, conditions and laws set forth and referenced in the State Contract attached herewith, and all other associated documents concerning the State Contract and State Funding.

2. DOCUMENTATION FOR REIMBURSEMENT. Youngsville shall be reimbursed for those expenditures as allowed by and in accordance with the State Contract and as outlined in Appendix A. *Scope of Services* (hereinafter referred to as “Eligible Costs”), provided that, Youngsville complies with the conditions set forth in the State Contract and attachments, thereto, necessary for such reimbursement (*e.g.*, proper documentation, timely submittal, etc.).

Moreover, Youngsville hereby acknowledges that payment of any Eligible Costs pursuant to the State Contract is not guaranteed as such could be terminated or suspended for the reasons noted in the State Contract, and Youngsville hereby releases the Parish from any and all claims or obligations in connection with such reimbursement and in the event Youngsville is not reimbursed for whatever the reason may be (*e.g.* failure to submit proper documentation for such reimbursement). Youngsville acknowledges that the role of the Parish is as conduit only in obtaining State Funding, in submitting claims of Youngsville for reimbursement under the State Contract and the Parish has no individual liability or responsibility, thereof.

3. CLAIM SUBMISSION FOR REIMBURSEMENT. Youngsville hereby agrees to submit to the Parish, in accordance with the time delays provided in the State Contract, all documentation necessary for reimbursement for Eligible Costs.

4. REPRESENTATION AND WARRANTIES BY YOUNGSVILLE. Youngsville acknowledges that, in connection with the State Contract, the Parish has obligated itself, as applicant, Youngsville or otherwise, to fulfill certain conditions and obligations in connection therewith. Those conditions and obligations are delineated in various documents (e.g., Contract Between State of Louisiana, with Exhibit A and Appendix A, etc.) setting forth such conditions and obligations, and such documents are hereby incorporated into this Agreement as if copied herein in their entirety and made a part of hereof.

Youngsville herein agrees that any and all conditions and/or obligations in connection with the State Contract assumed and agreed to by the Parish in connection with same, are hereby solely and exclusively assumed and agreed to by Youngsville.

In addition, Youngsville hereby agrees to obtain any required insurance coverage as required by the State Contract and to comply with all applicable federal, state and municipal laws, codes, ordinances and regulations.

5. TERM. For purposes of the term of this Agreement, such term shall commence upon the execution of this Agreement, and the termination date shall be the date of final eligible reimbursement or as provided by the State Contract, whichever is longer. Any extension of the term may be granted by mutual written consent by the parties hereto.

6. INSURANCE. Youngsville shall require the contractor(s) awarded the contract to perform the services, whose costs are eligible for reimbursement/offset pursuant to the State Contract, to maintain insurance as provided in Exhibit A of the State Contract.

7. INDEMNIFICATION. Youngsville agrees and obligates itself to defend, indemnify and hold harmless the Parish, the City of Lafayette and Lafayette City-Parish Consolidated Government and their officials, elected officials, employees, invitees or other representatives against any and all claims, demands, suits, judgments or awards for personal injury or bodily injury, death, property damage and/or loss of any kind which arises out of, results from, or is in any way connected with the State Contract or State Funding.

8. RECORD OF COSTS. Youngsville shall maintain all necessary books, documents, papers, accounting records and other evidence pertaining to the Eligible Costs and the State Contract, as provided in the State Contract, and shall keep all materials available for inspection at all reasonable times. All such books and records shall be maintained by Youngsville and shall be open for inspection by the State, the Parish and copies thereof shall be furnished to the State and

the Parish upon request at the cost of Youngsville. Youngsville shall be the custodian of such books and records as contemplated by La. R.S. 44:31, *et seq.*

9. NON-ASSIGNABILITY. This Agreement is strictly between the Parish and Youngsville, and neither party has the right to assign this Agreement or any part hereof to any other party.

10. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and shall be effective as of the date that this Agreement is executed; all prior agreements between the parties, whether written or oral, are merged into this Agreement and shall have no force and effect.

11. NOTICES. All notices called for or contemplated hereunder shall be in writing and shall be given by personal delivery or by certified mail, return receipt requested, postage prepaid and addressed as set forth below:

Parish of Lafayette
Attn: Lafayette Mayor-President
P. O. Box 4017-C
Lafayette, LA 70502

or

City of Youngsville
Attn: Mayor
201 Iberia Street
Youngsville, LA 70592

12. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained herein to the contrary, the continuation of this Agreement into a new fiscal year (*i.e.*, 11/1 – 10/31) is contingent upon the appropriation of funds to fulfill the requirements of the Agreement. If the Parish, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments under the Agreement, the obligation to make payment under the Agreement shall terminate on the last day of the fiscal year for which funds were appropriated.

13. BUDGETED FUNDS. Notwithstanding anything to the contrary in the Agreement, the parties agree that the maximum amount payable under the Agreement shall be that which is the amount budgeted by the Parish for said Agreement. In the event the total amount of this Agreement is increased by reason of additional quantities or any other reason, so as to exceed the amount budgeted, the parties agree that the Parish shall not be liable for the amount of such increase until and unless said budget is amended as provided for by the Lafayette City-Parish Consolidated Government's Home Rule Charter to allow for such an increased amount.

14. SURVIVAL. All obligations to be performed after the term of this Agreement shall survive this Agreement.

THUS DONE AND SIGNED, in multiple originals, on this _____ day of _____, 2024, by PARISH OF LAFAYETTE in the presence of the undersigned competent witnesses who have hereunto executed, affixed and signed their names with PARISH OF LAFAYETTE and me, said Notary Public, all in the presence of each other after due reading of the whole.

WITNESSES:

PARISH OF LAFAYETTE

BY: _____

Monique B. Boulet
Lafayette Mayor-President

(Name of Witness - Please Print)

(Name of Witness - Please Print)

NOTARY PUBLIC

(Name of Notary Public - Please Print)

(I.D. No. or Bar Roll No.)

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THUS DONE AND SIGNED, in multiple originals, on this ____day of _____, 2024, by CITY OF YOUNGSVILLE in the presence of the undersigned competent witnesses who have hereunto executed, affixed and signed their names with CITY OF YOUNGSVILLE and me, Notary Public, all in the presence of each other after due reading of the whole.

WITNESSES:

CITY OF YOUNGSVILLE

BY: _____

(Name of Witness - Please Print)

Ken Ritter
Mayor

(Name of Witness - Please Print)

NOTARY PUBLIC

(Name of Notary Public - Please Print)

(I.D. No. or Bar Roll No.)