

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND
ERNEST DARDAR & ANZELIE DARDAR**

This agreement is entered into on the dates set forth herein by and between:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, herein represented by Michel Claudet, President of Terrebonne Parish Consolidated Government, (hereinafter called "TPCG"), and

ERNEST DARDAR (SSN xxx-xx-_____) and **ANZELIE DARDAR (SSN xxx-xx-_____)**, a married couple both of the full age of majority and residing at 470 Bourg Larose Highway, Bourg LA 70343, (hereinafter Dardars, whether one or more);

WHEREAS, Louisiana Revised Statute 33:1324 provides that any parish or political subdivision of the state may make agreements between or among themselves to engage jointly in the construction, acquisition or improvement of any public project or improvement provided that at least one of the participants to the agreement is authorized under a provision of law to perform such activity for completion of the undertaking; and

WHEREAS, TPCG is in the process of terminating its lease of the Grand Bois Park and removing public property from the park;

WHEREAS, Dardars have resided at 470 Bourg Larose Highway, Bourg LA 70343 on the premises of the Grand Bois Park and have served as the Park Rangers for said park for over 20 years; and

WHEREAS, Louisiana Revised Statute 33:4553 grants TPCG broad authority in administering recreation for the parish; and

WHEREAS, the Terrebonne Parish Council, by way of Ordinance No. _____ has determined that the Ranger Housing Unit and support utilities located at Grand Bois Park, 470 Bourg Larose Hwy, Bourg LA 70343, are no longer needed for any public purpose and are surplus (hereinafter referred to as "Surplus Property");

WHEREAS, the estimated market value of the Surplus Property is less than the estimated cost of removing the Surplus Property from the premises of the park; and

WHEREAS, Dardars have requested that TPCG transfer ownership of the Surplus Property to them in consideration for their removal of the same from the park on or before September 15, 2015; and

WHEREAS, TPCG finds that the transfer of Surplus Property in exchange for Dardars' consideration as stated herein, according to the terms of the proposed cooperative endeavor, taken as a whole, is not gratuitous, and that TPCG has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer of its public funds; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, and the mutual benefits to be derived by both parties herein, the parties hereto agree as follows:

Terms

1. The preambles and recitations above shall be part of the terms and conditions of this agreement.
2. *Transfer of Surplus Property.* Effective upon Delivery, TPCG does hereby donate, give and transfer to Dardars the following property, as is, where is, and without any warranty whatsoever, which is more fully described as follows:

Ranger Housing Unit and support utilities

For the purposes of this Agreement, the word "Delivery" shall mean the actual date the item is removed from the Grand Bois Park and is under the care and control of the Dardars.

Dardars acknowledge that it has made a thorough inspection of the Surplus Property and any improvements located thereon prior to the execution of this Act and is satisfied as to the condition and fitness of the same. The parties acknowledge that this transfer is made "AS IS" as of the date of Delivery which is acknowledged by the Dardars. TPCG does not warrant that the above described property is free

from environmental, redhibitory or latent defects, or vices under Louisiana Civil Code Article 2520 through 2548. Dardars waives the warranty of fitness for intended purpose and guarantees against hidden or latent redhibitory vices under Louisiana Civil Code Article 2520 through Article 2548, and that warranty imposed by Louisiana Civil Code Article 2475 (except as to the interruption of peaceable possession as a result of acts of Vendor), and does waive all rights of redhibition pursuant to Louisiana Civil Code Article 2520, et seq. as now existing or as hereafter amended.

Further, Dardars agree to save and hold harmless the Terrebonne Parish Consolidated Government, all parish departments, agencies, boards, and commissions, its officers, agents, servants, employees, and agents, including volunteers from and against any and all claims, demands, expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, which may occur or in any way grow out of the performance of this Agreement.

3. *Deadline for Removal.* Dardars shall cause, at its sole expense, the Surplus Property to be completely removed from the premises of Grand Bois Park on or before September 15, 2015. Failure of Dardars to remove any or all of the Surplus Property from the Grand Bois Park by deadline shall, at TPCG's sole option, result in one of the following without prior notice to Dardars:

- a) TPCG may remove any Surplus Property remaining at Grand Bois Park after deadline, deliver same to Dardars, and demand reimbursement from Dardars of the cost of such removal and delivery. Reimbursement shall be due at date of invoice.
- b) TPCG may retain ownership of any Surplus Property remaining at Grand Bois Park after deadline.

4. *Liability.* Dardars agree to take sole responsibility for the condition and fitness of the Surplus Property. Any demolition, deconstruction, transport, storage, reconstruction, future maintenance and improvements shall be completed at Dardars's risk in accordance with local, state, and federal regulations.

5. *Termination.* This Agreement shall be terminated under any or all of the following conditions:

- a) By written mutual agreement and consent of the parties hereto; or
- b) By TPCG as a consequence of the failure of the other party to comply with the terms and conditions of this Agreement in a satisfactory manner, proper allowance being made for circumstances beyond the control of the parties; or
- c) By 30 days written notice from one party to the other.

6. *Insurance.* Dardars agree to require that all contractors, subcontractors and laborers performing work to remove Surplus Property from Grand Bois Park in accordance with this Agreement provide Dardars and TPCG with the indemnity agreements and insurance coverage generally required for such work. Dardars further agrees to require of its contractor that TPCG and Dardars are named as an indemnified parties and additional insureds on all certificates of insurance provided to Dardars in connection with work for the removal of any and all of the Surplus Property. Prior to the inception of any work, Dardars agrees to provide proof of contractor's insurance certificates and indemnity agreements to the TPCG for review and approval.

7. *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.

8. *Choice of Law.* This Agreement shall be governed by Louisiana law and the provisions of this agreement shall be enforced and brought in a court of competent jurisdiction in Terrebonne Parish, Louisiana.

9. *Legal Construction.* 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.

10. *Amendment.* No amendment to this agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties.

11. *Indemnification.* DARDARS agree to defend, indemnify, save and hold harmless TPCG, its officers, agents, servants, employees, and volunteers, from and against any and all claims, demands, expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, which may occur or in any way grow out of any act or omission of DARDARS, its agents, servants, employees, or assigns, and any and all costs, expenses and/or attorneys' fees incurred by TPCG as a result of any such claim, demands, and/or causes of action; except that the indemnity provided in this agreement shall not apply to any liability resulting from the sole negligence of TPCG, and in

the event of joint and concurrent negligence of both TPCG and DARDARS, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Louisiana, without, however, waiving any governmental immunity available to TPCG under Louisiana law and without waiving any defenses of the parties hereto; and, DARDARS further agrees to investigate, handle, respond to, provide defense for and defend any such claim, demand or suit, at its sole expense, even if it (the claim, etc.) is groundless, false, or fraudulent; this indemnification shall not apply to any strict liability of TPCG.

12. *Waiver of Certificates.* The parties hereto waive and dispense with the production of any mortgage, conveyance, or other certificates required by law, and relieve and release the undersigned notaries from any and all responsibility in connection therewith.

THUS DONE AND SIGNED, after due reading of the whole at Houma, Terrebonne Parish, Louisiana, this _____ day of July 2015.

WITNESSES:

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

BY: _____

**MICHEL H. CLAUDET
PARISH PRESIDENT**

THUS DONE AND SIGNED, after reading of the whole at Houma, Terrebonne Parish, Louisiana, this _____ day of July 2015.

WITNESS:

ERNEST DARDAR

ANZELIE DARDAR
