

STATE OF LOUISIANA

PARISH OF OUACHITA

COOPERATIVE ENDEAVOR AGREEMENT

BE IT KNOWN, that on the dates hereinafter mentioned, before the undersigned authorities and in the presence of the undersigned legal and competent witnesses, personally came and appeared:

THE PARISH OF OUACHITA THROUGH THE OUACHITA PARISH POLICE JURY ("OPPJ"), a political subdivision of the State of Louisiana, represented herein by its President, Shane Smiley, duly authorized by Motion adopted at its Regular Meeting held on _____; and

THE CITY OF WEST MONROE ("CITY"), a political subdivision of the State of Louisiana, represented herein by its undersigned duly authorized ~~mayor~~ Mayor, Staci Albritton Mitchell;

who stated and declared as follows:

WHEREAS, the CITY operates a "Recycling Center" that accepts certain recyclable materials from residents and businesses, including residences and businesses located in the unincorporated areas of Ouachita Parish;

WHEREAS, said recycling services offered by the CITY provide a public benefit to the citizens of Ouachita Parish, including those residing in the unincorporated areas. These benefits include, but are not limited to, reducing the amount of materials entering the limited landfill space in Ouachita Parish, reducing the amount of waste generated in the unincorporated areas of Ouachita Parish and transported on the roads of Ouachita Parish by garbage providers, reducing litter, and, reducing the obstruction of drainage channels by litter, and

WHEREAS, OPPJ desires to support the public benefits the CITY provides through the "Recycling Center"

NOW, THEREFORE, pursuant to Louisiana Constitution Article VII, Section 14(C) the OPPJ and CITY hereby enter into the following Cooperative Endeavor Agreement:

1. OPPJ will provide CITY a total of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) to be used solely for the benefit of the CITY'S "Recycling Center" operation, said funds to be paid in three (3) equal annual installments as follows: 1) \$33,333.33 to be paid on or before August 1, 2025; 2) \$33,333.33 to be paid on or before August 1, 2026; and, 3) \$33,333.34 to be paid on or before August 1, 2027;
2. CITY shall fully document the expenditure of the funds provided by the OPPJ. Such documentation shall be submitted to OPPJ each year prior to the payment of the next installment during the first two years of this Agreement and prior to the one year anniversary of the OPPJ's payment of the third installment;
3. This Cooperative Endeavor Agreement and the funding provided by the OPPJ through it shall not be considered to create a partnership or joint venture and the OPPJ's obligations in connection herewith is limited to the provision of the funds described above. Accordingly, CITY will defend, indemnify and hold-harmless the OPPJ from any liability for any property damage or bodily injury whatsoever attributable to the fault of CITY or any employee of CITY, including any liability arising out of Louisiana's

Workers’ Compensation laws, irrespective of whether such employee is paid in whole or part from funds provided by OPPJ pursuant to this Agreement; and,

- 4. In the event either party fails to comply with the obligations of this Agreement, the other party may terminate this agreement for cause. However, such termination shall not occur unless the non-compliant party has failed to remedy such non-compliance within sixty (60) days after receipt of a written notice of termination from the other party identifying the area(s) of non-compliance. In the event of termination for cause by OPPJ, CITY shall make a pro-rated, *per diem*, refund of OPPJ’s most recent annual payment based on where the date of termination falls within the one year (365 days) period beginning on the preceding August 1.

IN WITNESS whereof, the parties have executed this Agreement as of the date first set forth above.

THUS DONE AND PASSED on this _____ day of _____, 2025 at Monroe, Louisiana.

WITNESSES:

OUACHITA PARISH POLICE JURY

BY: _____
SHANE SMILEY
PRESIDENT

THUS DONE AND PASSED on this _____ day of _____, 2025, at West Monroe, Louisiana.

WITNESSES:

CITY OF WEST MONROE

BY: _____
STACI ALBRITTON MITCHELL
MAYOR