

STATE OF LOUISIANA  
COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR (the “agreement” or “Cooperative Endeavor” or “CEA”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the Department of Children and Family Services (DCFS), (“Department”), and the City of West Monroe (“Contractor”) officially domiciled at 2305 N. 7<sup>th</sup> Street, West Monroe La. 71291. Department and Contractor are referred to jointly as “Parties” and individually as “Party.”

ARTICLE I

WITNESSETH:

1.1 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...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;” and

1.2 WHEREAS, Department, a state agency, desires to cooperate with Contractor in the implementation of the project hereinafter provided;

1.3 WHEREAS, the State of Louisiana provides several types of specialized emergency facilities for citizens moving out of harm’s way prior to and during a disaster. These specialized facilities can be used for any of the following: Critical Transportation Needs Shelters (CTNS), Medical Needs Shelters (MNS), Temporary Medical Operation and Staging Areas (TMOSA) and Federal Medical Stations (FMS), which are operated by the U.S. Department of Health and Human Services; and/or Disaster Supplemental Nutrition Assistance Program (DSNAP) site. This CEA is being used for a CTNS Shelter Site.

1.4 WHEREAS, Title 34 of Government Contracts, Procurement, and Property Control authorizes the Executive Branch to procure and find cost effective solutions for each of the Departments of the Executive Branch and it is to this end that Contractor/University/Other intends to provide: usable space listed (Attachment A) in the West Monroe Sports/Event Center, (875 Constitution Dr, West Monroe La.), (hereinafter referred to as “Facilities”), which will produce cost savings to the Department and the state as a whole;

1.5 WHEREAS, during a declared emergency, the Facilities shall be used for and meet the necessary standards of the following specific public purpose(s):

- Operate as a CTNS Shelter Site to assist [specify parishes]

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

ARTICLE II - GUIDING PRINCIPLES

2.1 This Agreement is entered into by the Parties to provide a cooperative solution to the establishment of a State and/or Federally operated Facility during a State declared emergency.

- a. Points of Contact: In the event of a declared emergency, timely, clear, and efficient communication between the parties is imperative to ensuring the successful implementation of the Emergency Facility Service(s). Therefore, the Parties understand and agree that the Points of Contact (POC) must be up-to-date and readily available to discuss the emergency arrangements.
- b. The POCs for the respective parties shall be:

DEPARTMENT’s POC:

- A. Primary Contact: Todd Maxwell; (318) 218-9014; christopher.maxwell.dcf@la.gov
- B. Alternative Contact: Clint Phillips ; (318) 455-0173; clinton.phillips.dcf@la.gov

Contractor's POC:

- A. Primary Contact: City / Facility
- B. Alternative Contact: City / Facility

Should either Party need to modify or replace their respective POC due to a vacancy, department reorganization, or any other reason, written notice of the replacement POC shall be sent to the other Party within fifteen (15) days of the vacancy event.

c. The Contractor will remain committed to assisting Department in the entire process of the use the Facilities during the State declared emergency and the Parties will cooperate with each other in determining the daily operations, points of contact and other necessary information to ensure the safe and efficient running of the Facilities.

### **ARTICLE III - SCOPE OF SERVICES**

3.1 The Contractor shall provide the Facilities, located at **875 Constitution Dr (Sports & Events Center)** for the use by Department during a State declared Emergency.

3.2 The specifications and details of the Facilities and a detailed description of all other potential services performed as part of this Agreement by Contractor are found attached hereto as **Attachment A**.

3.3 All payment terms and/or cost of additional services within the scope of work as part of this Agreement are found attached hereto as **Attachment A**.

### **ARTICLE IV- FACILITY AND EQUIPMENT**

4.1 The Parties shall:

**A. The Contractor hereby agrees to the following:**

1. The Contractor's POC shall coordinate all of the Contractor's activities under this Agreement.
2. The Contractor shall permit Department to use the Contractor's facility for the purpose of implementation of the facility during periods of a federal or state declared emergency or disaster.
3. The Contractor and Department shall establish the specific use by Department and the procedures associated therewith of the Facilities and all other necessary services for the operation of the facility including, but not limited to housing, feeding, maintenance, custodial and such other services and materials as may be mutually agreed upon. Services and materials shall be provided at the times requested. All identified costs and methods of repayment associated with the use of the Facilities or services shall be set forth in Attachment A.
4. The Contractor shall immediately notify the Department's POC of any damages, modification, construction, or other matter that would prevent the Facilities from being used in the intended manner during a declared emergency.
5. The Contractor shall allow Department to bring all necessary equipment onto the premises to operate a State and/or federal ran facility.
6. The Contractor shall provide invoices and billing statements in the manner and method contemplated in accordance with Attachment A. All invoices and billing should contain necessary documentation pertaining to the particular usage and fee schedule. The Contractor must present all invoices/billing to Department no later than forty-five (45) days after closure of said facility.
7. Department is responsible for contacting the State Fire Marshal to seek approval for operation of a facility at the leased location. Contractor agrees to comply with any order issued during

the lease term by the State Fire Marshal's Office within the timeframe mandated by that office. Failure to do so will constitute a breach of the terms of said lease.

8. Contractor must provide documentation of compliance with the Department of Environmental Quality requirements for asbestos as provided in with LAC 33:III.2707 which can be either written confirmation that that construction occurred after 1978 or compliance documents from DEQ for construction before 1978. All documentation required under this section should be forwarded to the Division of Administration as an attachment to this CEA.

**B. Department hereby agrees to the following:**

The Department's POC shall coordinate the Department's activities as outlined in the scope of work.

1. Department shall contact the Contractor's POC within a minimum of six (6) and a maximum of twenty-four (24) hours of activating Facility to start operations at Facility.
2. Department shall review the submitted billing, if any, of the Contractor for any and all damage (normal wear and tear excluded) to the Facilities and premises caused or contributed to by Department. The Department will be authorized to take photographs of the Facility prior to activation of the Facility. If Department determines that sufficient documentation is provided to support the claim, Department will approve for submission to for payment.

### **ARTICLE V INSURANCE**

5.1 If both Parties are participants of Louisiana's self-insurance program, the Parties shall defer to the Office of Risk Management's (ORM) guidelines, requirements, and obligations to ensure proper insurance coverage and, in cases of dispute of insured liability, ORM will investigate and determine the liability of the Parties.

5.2 If Section 5.1 is not applicable to this Agreement, the Facility shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property:

- a. Workers Compensation: Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Facility's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. A.M. Best's Insurance Company rating requirement may be waived for worker's compensation coverage only.
- b. Commercial General Liability: Commercial General Liability insurance shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. Insurance Services Office Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana) is to be used in the policy. Claims-made form is unacceptable.
- c. Professional Liability (Errors and Omissions) coverage: Professional liability shall have a minimum limit of \$1,000,000 per occurrence. "Claims-made" coverage is acceptable with the date of the inception of the policy no later than the first date of the anticipated work under this contract. The "claims-made" policy shall provide coverage for the duration of this contract and shall have an expiration date no later than 30 days after the anticipated completion of the contract. Furthermore, the policy shall provide for an "extended reporting period" of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy and shall not be cancelled for any reason other than non-payment of premiums.

5.3 Subcontractors: Facility shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining all certificates provided for each subcontractor.

5.4 For Nonstate DSNAP, and Private Facilities, Section 5.2 & Section 5.3 can be discussed in Attachment A.

### **ARTICLE VI - NON-DISCRIMINATION**

6.1 The Parties agree to abide by all requirements of all federal and state law and, specifically, the following, as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Parties agree to abide by the requirements of the Americans with Disabilities Act of 1990.

6.2 The Parties agree not to discriminate in their employment practices and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

6.3 In accordance with Executive Order Number JBE 18-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, the Parties hereby certify that they are not engaging in a boycott of Israel, and shall, for the duration of this Agreement, refrain from a boycott of Israel.

6.4 Department reserves the right to terminate this Agreement if Contractor, or any subcontractor, engages in a boycott of Israel during the term of the Agreement.

#### **ARTICLE VII - MONITORING**

7.1 The Department's Contract Monitor for this agreement shall be the Department's POC as listed Section 2.1(b).

7.2 Monitoring Plan: During the term of this Agreement, the Department's POC shall ensure the Contractor's facilities are capable of meeting the desired Facility purpose. Should the need arise, the Department's POC shall meet with the Contractor's POC to discuss modifications, remedies, or other alternatives to ensure the State's emergency services are met and to ensure the Parties are in full compliance with requirements of this Agreement.

#### **ARTICLE VIII- PAYMENT TERMS**

8.1 This is an emergency contingency agreement. Therefore, unless the Facility(s) are activated during a declared emergency, there are no payments, exchange of funds, or reimbursement for travel expenses between the Department and the Contractor as part of the Cooperative Endeavor Agreement.

8.2 In the event the Facility Service(s) are activated during a declared emergency, reimbursements for expenditures occurring between the Department and the Contractor as part of the Cooperative Endeavor Agreement shall be constrained to those services contemplated in Attachment A.

#### **ARTICLE IX - TERMINATION FOR CAUSE**

9.1 Either party may terminate this Agreement for cause based upon the failure of the other party to comply with the terms and/or conditions of the Agreement; provided that the terminating party shall give the other party written notice specifying its failure. If within thirty (30) days after receipt of such notice to the POC, the notified party shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the terminating party may, at its option, place the notified party in default and the Agreement shall terminate on the date specified in such notice. Notwithstanding any of the foregoing, both parties may exercise any additional rights available to them under Louisiana law to terminate for cause upon the failure of the other party to comply with the terms and conditions of this Agreement.

#### **ARTICLE X - TERMINATION FOR CONVENIENCE**

10.1 Either party may terminate the Agreement at any time by giving sixty (60) days written notice to the Contractor. Upon receipt of notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all work contemplated under this Agreement, including the use of any software and/or proof of concept procedures in connection with the performance of this Agreement.

#### **ARTICLE XI - OWNERSHIP**

11.1 If applicable, all records, reports, documents, equipment or other material delivered or transmitted to Contractor by the State shall remain the property of the State, and shall be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the Contractor in connection with performance of the services agreed to herein shall become the property of the State, and

shall, upon request, be returned by Contractor to the State at the Contractor’s expense at termination or expiration of this Agreement.

**ARTICLE XII - ASSIGNMENT**

12.1 The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State.

**ARTICLE XIII - AUDITOR’S CLAUSE**

13.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of the Contractor which relate to this Agreement.

13.2 Contractor and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of five years after the date of termination of the Agreement and any subcontract entered into under this Agreement.

**ARTICLE XIV - ATTACHMENTS**

14.1 Attachment A to this CEA contains all necessary additional terms for this Contractor. Attachment A is attached and made a part of this Agreement by reference. Examples of items included in Attachment A are overall Scope of Work, Fee Schedule, Emergency Lease Documents, etc.

**ARTICLE XV - COUNTERSIGNATURE**

15.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

**ARTICLE XVI - AMENDMENTS IN WRITING**

16.1 Any alteration, variation, modification, or waiver of provisions of this Agreement, other than written modification of a Party’s POC, shall be valid only when it has been reduced to writing, executed by all Parties and approved by the Director of the Office of Contractual Review, Division of Administration.

**ARTICLE XVIII - TERM OF AGREEMENT**

17.1 This Agreement shall begin on \_\_\_\_\_ and shall terminate on\_\_\_\_\_.

THUS DONE AND SIGNED AT West Monroe Louisiana on the \_\_\_\_ (day), of \_\_\_\_\_ (Month), \_\_\_\_\_(Year)

**WITNESSES SIGNATURES:** Contractor : City of West Monroe

\_\_\_\_\_ By: \_\_\_\_\_  
NAME

Print Name \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Print Name\_\_\_\_\_

WITNESSES SIGNATURES:            DEPARTMENT OF Children and Family Services

\_\_\_\_\_ By: \_\_\_\_\_

Print Name\_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Print Name\_\_\_\_\_

APPROVED:

This \_\_\_\_\_ day of \_\_\_\_\_ , 2025.

Office of the Governor  
Division of Administration

BY:\_\_\_\_\_, Director  
Facility Planning and Control

## ATTACHMENT A

(Documentation provided as part of CEA)

1. Emergency Lease Agreement
2. Rental Rate Mutual Agreement