

STATE OF LOUISIANA

**COOPERATIVE ENDEAVOR AGREEMENT
(Line Item Appropriation)**

THIS COOPERATIVE ENDEAVOR, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as "State" and/or "Agency" and **City of West Monroe** officially domiciled at 2305 N 7th Street, West Monroe, La 71291, hereinafter referred to as "Contracting 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, Acts of the 2025 Regular Legislative Session of the Louisiana Legislature, which were adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 461 of 2025 RLS contains a line item appropriation within the Agency's budget for the benefit of **City of West Monroe** of which the sum of **\$ 390,000** has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;

1.3 WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation of the project as hereinafter provided;

1.4 WHEREAS, the public purpose is described as: the acquisition of a street sweeper for the Public Works Department ;

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with said Act of the 2025 Regular Legislative Session, if applicable and the Governor's Executive Order JML 2024-113 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as "Attachment E".

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

ARTICLE II – SCOPE OF SERVICES

2.1 The Contracting Party shall: These funds will be used to purchase a new street sweeper for the public works department for the City of West Monroe.

2.2 Deliverables: Funds will be used to purchase a new street sweeper for the public works department for the city of west monroe.

The Contracting Party will provide to the State written quarterly Progress Reports (Attachment C) outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement and quarterly Cost Reports (Attachment D) which provide detailed cost information outlining the use of the above referenced appropriated funds. Attachment C, Progress Report and Attachment D, Cost Report are attached to this agreement and made part thereof by reference. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. These reports that are to be provided quarterly shall be due and delivered to the Agency on or before the 31st of October for the quarter ending September 30, the 31st day of January for the quarter ending December 31, the 30th day of April for the quarter ending March 31, and the 15th day July for the quarter ending June 30, there being no exceptions or waivers of this July reporting due date.

2.3 Budget: The Budget for this project is incorporated herein as Attachment B which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The Budget for this project shall not exceed the total sum of **\$390,000** which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the Budget attached as "Attachment B", without the prior approval of the State. Attachment B Page 2 - Staffing Chart and Attachment B Page 3 - Schedule of Professional and Other Contracting Services are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

2.4 Disclosure and Certification Statement(s): Attachment E - Disclosure and Certification Statement to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this Attachment E, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in Attachment B Page 3 and any attachments thereto, Attachment E-1 - Disclosure and Certification Statement to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph. For public or quasi-public entities which are recipients under Acts of the 2025 Regular Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The recipient assures that elected/appointed officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines "immediate family" as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1101 et seq.

ARTICLE III – CONTRACT MONITOR

3.1 The Contract Monitor for this Agreement is the Local Government Fund Management Division of the Department of the Treasury.

3.2 Monitoring Plan: During the term of this Agreement, the Contracting Party shall discuss with the State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. The Contract Monitor shall review and analyze the Contracting Party's Plan to ensure the Contracting Party's compliance with the requirements of the Agreement.

The Contract Monitor shall also review and analyze the Contracting Party's written, Attachment C-Progress Report and Attachment D-Cost Report and any work product for compliance with the Scope of Services; and shall

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;

2. Contact the Contracting Party to secure any missing deliverables;

3. Maintain telephone and/or e-mail contact with the Contracting Party on Agreement activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to assure that performance goals are being achieved, and to verify information when needed.

4. Assure that expenditures or reimbursements requested in Attachment D-Cost Report are in compliance with the approved Goals in Attachment A Plan. The Contract Monitor shall coordinate with the Agency's fiscal office for reimbursements to Contracting Party and shall contact the Contracting Party for further details, information for documentation when necessary.

Between required performance reporting dates, the Contracting Party shall inform the Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. The Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance which may be needed to resolve the situation.

ARTICLE IV – PAYMENT TERMS

4.1 Payment shall be made to the Contracting Party under the terms and conditions of **Plan A** as detailed below:

PLAN A: Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.

4.2 Travel expenses, if any, shall be reimbursed only in the event that this Agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement. If reimbursement is sought for meals, which under Memorandum No. 49 are based upon departure and return times and dates that are properly set forth on the State Travel Expense Report, the Contracting Party shall fully complete and submit such Travel Expense Report, attached hereto as Attachment F, in addition to all other required submissions, for such reimbursement.

4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2025 and June 30, 2026, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval of this Agreement by the Office of State Procurement or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2026, MUST, under all circumstances, be received by the Agency no later than July 15, 2026, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

Payments by the State under this Agreement will not be released or provided to the Contracting Party if, when, and long as, the Contracting Party fails or refuses to comply with the provisions of R.S. 24:513. No Contracting Party shall be considered to fail or refuse to comply with the provisions of R.S. 24:513 during any extension of time to comply granted by the legislative auditor to the Contracting Party.

4.4 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget.

Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under said Act of the 2025 Regular Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2026.

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the agreement shall be turned over to the Louisiana Department of Revenue, Office of Debt Recovery for collection purposes.

4.5 Taxes: The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal tax identification number 72-6001497.

ARTICLE V – TERMINATION FOR CAUSE

5.1 The State may terminate this agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party shall not have either corrected such failure or, in the case 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 State may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contracting Party shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

ARTICLE VI – TERMINATION FOR CONVENIENCE

6.1 The State may terminate the agreement at any time by giving thirty (30) days written notice to the Contracting Party. Upon receipt of notice, the Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this agreement. The Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

ARTICLE VII – OWNERSHIP

7.1 All records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at the Contracting Party'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 Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contracting Party to the State at Contracting Party's expense at termination or expiration of this agreement.

ARTICLE VIII – ASSIGNMENT

8.1 The Contracting Party 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, provided however, that claims for money due or to become due to the Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

ARTICLE IX – FINANCIAL DISCLOSURE

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contracting Party is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. This evaluation shall be based upon the progress reports and cost reports as provided and certified by the Contracting Party under the requirements of this agreement, as well as any site visits that may be made under the provisions this agreement, to ensure effective achievement of the goals and objectives.

ARTICLE X – AUDITOR’S CLAUSE

10.1 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 Contracting Party which relate to this Agreement.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of Treasury’s acceptance of the final Cost and Progress Reports and documentation as required to be filed under Section 2.2 of the Agreement.

ARTICLE XI - AMENDMENTS IN WRITING

11.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of State Procurement, Division of Administration, or other delegated authority prior to the alteration, variation, modification or waiver of any provision of this Agreement. This agreement may not be amended after the expiration date.

ARTICLE XII – FISCAL FUNDING CLAUSE

12.1 The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

ARTICLE XIII – TERM OF CONTRACT

13.1 This Agreement shall begin on July 1, 2025 and shall terminate on June 30, 2026. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2026. There is no extension of the June 30, 2026 deadline without legislative action and approval.

ARTICLE XIV – DISCRIMINATION CLAUSE

14.1 The Contracting Party agrees to abide by the requirements of 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 Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to age, race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

CONTRACTING PARTY:

THUS DONE AND SIGNED AT , Louisiana on

WITNESSES:

Authorized Signer

Print Name and Title

DEPARTMENT OF TREASURY - STATE OF LOUISIANA:

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on

WITNESSES:

Agency Head or Designee

Print Name and Title

ATTACHMENT A - PLAN Act 461 of 2025 RLS Schedule 20	NAME OF CONTRACTING PARTY: City of West Monroe
	NAME AND BRIEF NARRATIVE OF PROGRAM: the acquisition of a street sweeper for the Public Works Department
1. PROGRAM GOAL <i>(Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.)</i> These funds will be used to purchase a new street sweeper for the public works department for the City of West Monroe.	
2. PROGRAM OBJECTIVE(S) <i>(Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal, that identify the expected outcomes and results. The program objective must include a percentage, a specific dollar amount or a number.)</i> 1. Spend \$390,000 on a new street sweeper 2. 3.	
3. RELEVANT ACTIVITY (ACTIVITIES) <i>(An activity is a distinct subset of functions or services within a program to meet the Program Objective.)</i> Funds will be used to purchase a new street sweeper for the public works department for the city of west monroe.	
4. PERFORMANCE MEASURES(S) <i>(Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness. A Performance Measure must be designated as a percentage, a specific dollar amount, or a number.)</i> 1. Amount spent on street sweeper 2. 3.	

ATTACHMENT B

Page 1

**Act 461 of 2025 RLS Schedule 20
City of West Monroe**

Anticipated Income of Revenue

Sources:

(list all sources of revenue)

	<u>Amounts</u>
1. State Funding	\$ 390,000
2. Other Sources	\$ 0
Total Sources of Funding	<u>\$ 390,000</u>

Anticipated Expenditures	Total Amount	Line-Item Appropriation Amount
	<i>(see Footnote 1 below)</i>	<i>(see Footnote 1 below)</i>
Gross Salaries <i>(See Attachment B, Page 2)</i>	\$ 0	\$ 0
Related Benefits <i>(Employer share)</i>	\$ 0	\$ 0
Travel	\$ 0	\$ 0
Operating Services	\$ 0	\$ 0
Professional Services & Contract Services <i>(See Attachment B, Page 3)</i>	\$ 0	\$ 0
Other Charges <i>(See Attachment B, Page 4)</i>	\$ 0	\$ 0
Acquisitions & Major Repairs	<u>\$ 390,000</u>	<u>\$ 390,000</u>
Totals	\$ 390,000	\$ 390,000

(Budget categories listed above reflect a typical budget and may be adjusted by the recipient, with prior agency approval, to reflect actual categories necessary for each individual program. Salaries and Professional & Other Contract Services and Other Charges shall be detailed using Pages 2, 3, and 4 of Attachment B).

All numbers must be rounded to the nearest dollar.

Footnote (1) This column represents expenditures by category and MUST equal total sources listed above.

Footnote (2) This column represents the portion of expenditures by category funded by the state appropriation provided by this Cooperative Endeavor Agreement.

ATTACHMENT B
Page 2
STAFFING CHART

Act 461 of 2025 RLS Schedule 20
City of West Monroe

			To be Paid with Appropriation			
Name	Title	Total Annual Salary	Salary	Percentage	Related Benefits	Full-time/Part-time (# of months worked)
N/A		\$	\$	%	\$	
Totals			\$ 0		\$ 0	

ATTACHMENT B

Page 3

SCHEDULE OF PROFESSIONAL AND OTHER CONTRACT SERVICES

Act 461 of 2025 RLS Schedule 20

City of West Monroe

Individual/Firm	Address	City	State	Zip	Nature of Work Performed and Justification for Services	Total Contract Amount	Total Paid by Appropriation
N/A						\$	\$
Total							\$ 0

ATTACHMENT B
Page 4
SCHEDULE OF OTHER CHARGES

Act 461 of 2025 RLS Schedule 20
City of West Monroe

Provide a description of the intended use of the funds listed in Other Charges and the dollar amount.

Each use should be listed separately.

Do NOT budget funds in Other Charges that can be placed in another expenditure category.

Description of Use of Funds	Total Contract Amount	Total Paid by Appropriation
N/A	\$	\$
Total		\$ 0

ATTACHMENT B - SUPPLEMENT

BUSINESS PLAN

Narrative for Justification for Plan B or Plan C

**Act 461 of 2025 RLS Schedule 20
City of West Monroe**

N/A

ATTACHMENT C

**Act 461 of 2025 RLS Schedule 20
City of West Monroe**

Progress Report for the Period Ending:

to

Goal: These funds will be used to purchase a new street sweeper for the public works department for the City of West Monroe.	
Objectives: 1. Spend \$390,000 on a new street sweeper 2. 3.	
Activity/Activities Performed: Funds will be used to purchase a new street sweeper for the public works department for the city of west monroe.	
Performance Measures: 1. Amount spent on street sweeper 2. 3.	%, \$ amt, or number complete: 1. 2. 3.

ATTACHMENT D

**Act 461 of 2025 RLS Schedule 20
City of West Monroe**

Progress Report for the Period Ending:

to

EXPENSE CATEGORY	Amount of Line Item Appropriation from Attachment B, Page 1	Quarterly Expenditures	Total Cumulative Year to Date Expenditures	Balance Remaining
Gross Salaries	\$ 0	\$	\$	\$
Related Benefits	\$ 0	\$	\$	\$
Travel	\$ 0	\$	\$	\$
Operating Services	\$ 0	\$	\$	\$
Professional Services	\$ 0	\$	\$	\$
Other Charges	\$ 0	\$	\$	\$
Acquisitions & Major Repairs	\$ 390,000	\$	\$	\$
Totals	\$ 390,000	\$	\$	\$

NOTE: Proof of payment (copy of check or statement) and invoice/receipt for each expenditure must be submitted with this report.

ATTACHMENT D-1

**Act 461 of 2025 RLS Schedule 20
City of West Monroe**

Progress Report for the Period Ending: _____ **to** _____

Instructions: List each individual and/or Firm and approved budget amount as listed on Page 3 of Attachment B.

Professional Services:

Individual/ Firm	Address	City	State	Zip	Amount of Line-Item Appropriati on from Attachmen t B	Quarterly Expenditure s	Total Cumulative Year to Date Expenditur es	Balance Remainin g
N/A					\$	\$	\$	\$
Total					\$ 0			

NOTE: An Attachment E-1 must be submitted for any sub-contractor listed on this attachment. If the sub-contractor has not been determined, indicate "To Be Determined" in the appropriate column. No expenses will be allowed for a sub-contractor until an Attachment E-1 is completed.

ATTACHMENT E
Disclosure and Certification

Act 461 of 2025 RLS Schedule 20
City of West Monroe

Entity Name: City of West Monroe

Entity Mailing Address: 2305 N 7th Street, West Monroe, La 71291

Name of Program: These funds will be used to purchase a new street sweeper for the public works department for the City of West Monroe.

Organization Type: Municipality

Private entities required to register with the Secretary of State's office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Name	Title	Street Address	City	State	Zip
Staci Mitchell	Mayor	2305 N 7th Street	West Monroe	La	71291

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:

Name	Title	Street Address	City	State	Zip
Matthew Wilson	Finance Director	2305 N 7th Street	West Monroe	La	71291

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.

Name	Title	Street Address	City	State	Zip

Entity's Statement Regarding Outstanding Audit Issues and Findings:

This entity has no outstanding audit issues or findings.

ATTACHMENT F

Travel Expense Reimbursement Report

Name of Employee:

[illegible]