

COOPERATIVE ENDEAVOR AGREEMENT

Before the undersigned notaries public, each duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared;

CHILDREN'S COALITION FOR NORTHEAST LOUISIANA (EIN #72-1502186), a non-profit corporation, herein represented by its duly authorized Executive Director, Kristie Bardell, MPH (hereinafter sometimes "CCNELA"), and

CITY OF WEST MONROE, LOUISIANA (EIN #72-6001497), a Louisiana municipality located in Ouachita Parish, Louisiana, whose mailing address is 2305 North 7th Street, West Monroe, Louisiana, 71291, herein represented by its duly authorized Mayor (hereinafter sometimes "CITY")

each of which do hereby enter into this Cooperative Endeavor Agreement, (hereinafter sometimes referred to as "Agreement"), and herein bind themselves, their successors and assigns to all terms, conditions and provisions set forth below:

WHEREAS, the CITY has determined a continued need for comprehensive educational services exists in the Riverbend area of the CITY, and has previously undertaken a number of efforts, by itself and with others, to assist in providing these benefits to the residents of the area; and

WHEREAS, the CITY believes that providing child development and family support services to low income families with children under three (3) years of age and to pregnant women remains a needed area of services, but CITY is unable to itself provide these services; and

WHEREAS, CCNELA and CITY agree that continuing to provide a CITY owned facility at 508 Austin Street, adjacent to Riverbend Elementary School and the West Monroe Community Center, will allow CCNELA to continue implement this program in the Riverbend area, and to render those desired services; and

WHEREAS, in December, 2022, that facility was damaged, caused by the freezing of its water pipes which resulted in significant interior and other water damage, as well as the discovery of additional issues both previously existing and arising from that damage, all causing the CITY a significant sum for various remediation services; and

WHEREAS, the proper repair and restoration of the facility to a condition where it is properly usable by CCNELA exceeds the amount which will be received by CITY from its insurance, and CITY cannot afford to make those repairs, and provide for the restoration of the facility; and

WHEREAS, CCNELA is willing to pay the difference between the cost of repair/restoration and the insurance proceeds received by CITY in exchange for CCNELA's ability to continue to use the facility for a minimum of five (5) years.

WHEREAS, CCNELA and CITY both agree that entering into this Cooperative Endeavor Agreement under the terms and conditions as set forth below will be in the best interests of both of them and those served by the programs conducted at the facility.

ACCORDINGLY:

1. For and in cause and consideration of the obligations of CCNELA as set forth below, CITY here designates and leases its facility and immediate surrounding area located at 508 Austin Avenue, West Monroe, Louisiana (altogether "the facility"), as shown on the attached Exhibit A, for the exclusive use of CCNELA as an Early Head Start site, but for no other purpose whatsoever unless agreed in advance by CITY, which consent will not be unreasonably withheld.
2. In cause and consideration of the obligations of CITY as set forth herein, CCNELA here agrees to fully promptly pay and/or to reimburse to CITY the difference in the cost of the repair/reconstruction of the facility (as reflected in the construction estimate attached as Exhibit B, with a current estimated cost of \$162,552.71, together with the cost of any additional improvements desired by CCNELA) and the actual insurance proceeds to be received by the CITY from its insurer (currently estimated to be the sum of \$95,589.84). Both CITY and CCNELA shall have oversight of the repair/reconstruction process. CITY shall have primary responsibility for construction inspection and approval; CCNELA shall be familiar with the proposed repair/reconstruction, and shall continuously review and examine the on-going work in order to verify the construction is in accordance with their needs and expectations, and acknowledge that they are solely responsible for promptly raising all questions or concerns they may have with the contractor during the on-going construction process. All contracted work for the repair/reconstruction shall be in compliance with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7).

CITY will allow CCNELA to continue to make all future necessary renovations, repairs and/or improvements, to the facility so that Early Head Start Program standards remain met, and/or as determined necessary or beneficial to the continued operation of the program, all of which renovations, repairs and/or improvements shall

be approved in advance by CITY, which consent will not be unreasonably withheld, and all of which shall be at the sole cost of CCNELA.

3. As shown on Exhibit A, the "facility" includes the adjacent playground space. CCNELA will be allowed to make any necessary renovations, repairs and/or improvements to the playground and the exterior areas of that facility, all of which shall be approved in advance by CITY, which consent will not be unreasonably withheld, and all of which shall be at the sole cost of CCNELA.
4. CITY agrees to communicate directly with the Early Head Start program director about any issues which may arise which are pertaining to the Early Head Start program.
5. CCNELA shall provide adequate and appropriate staff for no less than two Early Head Start classrooms to be located at the facility.
6. Qualified residents of the Riverbend area of West Monroe, Louisiana, will be given equal opportunity to participate in the Early Head Start programs to be conducted by CCNELA at the facility.
7. If available, CCNELA will assign an Early Head Start staff member to serve any advisory board and/or any other committee with the CITY which pertains to the operation of the Early Head Start program with the City of West Monroe.
8. CCNELA shall, at its expense and at all times, maintain commercial general liability insurance against claims for death and bodily injury arising on or about the property, with a limit of not less than \$1,000,000 per occurrence, \$3,000,000 in the aggregate, and shall name CITY as an additional insured.

Within ten (10) days after the execution of this Agreement, and again prior to the expiration of each policy, CCNELA shall furnish to the CITY a certificate of insurance evidencing the overage required hereunder and upon request shall furnish a copy of any policy required hereunder.

Notwithstanding any other provision in this Agreement to the contrary, CITY and CCNELA each hereby agree, for themselves and their respective insurers, successors and assigns, that neither of them will, either directly or by way of subrogation or otherwise, assert against the other any claim that the other is liable or responsible for any loss or damage that is covered by properly or liability insurance maintained by a party or that would be covered if each party maintained all insurance required to be maintained hereunder, even if such loss or damage shall have been caused by the fault or negligence of the other party, or of anyone for whom such party may be responsible. Each party shall take all necessary action to confirm that such party's insurer(s) has agreed to the foregoing limitation on recoveries by subrogation or otherwise.

9. CITY shall provide for garbage/trash pickup (other than arising during renovation/repair/reconstruction and/or improvements), water and sewer. CCNELA will be solely responsible to provide and pay for all other utility and other costs, including but not limited to telephone, internet, fire alarm and building security, pest management, electricity and gas.
10. This Agreement shall be effective July 19, 2023, and shall remain in effect until July 1, 2028, unless sooner terminated under the provisions of this Agreement. This Agreement shall thereafter automatically renew for successive terms of one (1) year unless either CCNELA or CITY shall notify the other in writing of such non-renewal no less than thirty (30) days prior to expiration of the then current term.

Either CCNELA or CITY shall be entitled to terminate this Agreement upon 60 days prior written notice should CCNELA no longer to provide the Early Head Start services anticipated by this Agreement at the facility. Either CCNELA or CITY may terminate this agreement this Agreement for cause based upon the failure of the other to comply with the terms and conditions set forth herein upon giving the other 30 days written notice specifying the failure and the opportunity during such time to initiate correction of such failure and thereafter to proceed diligently to completion and correction of the failure, or if for any other reason it is determined that the continued utilization of the facility by CCNELA is contrary to the intended use of the facility by CCNELA or otherwise prohibited by law.

Notwithstanding anything to the contrary contained herein, CCNELA shall have the right to terminate this Agreement by giving CITY 120 days' written notice at any time during the term of this Agreement. Upon such termination of this Agreement, CCNELA shall have no further obligation and responsibilities under this Agreement or relating to the property (other than the obligation to return the property to the CITY in good condition, normal wear and tear excepted), and CITY shall be deemed to have released CCNELA from any such further obligations or responsibilities arising after the date of termination without the need for further action on the part of CITY.

In the event that it is determined by CCNELA that the property fails to meet any federal, state or local standard applicable to program operations in the property, or the property cannot be licensed as a child care facility under applicable state law, and if CITY fails agree to the correction by CCNELA of any such violations or deficiencies, CCNELA may immediately terminate this Agreement by notice to CITY, in which event CCNELA shall have no further obligation hereunder to CITY other than the obligation to return the property to the CITY in good condition, normal wear and tear excepted.

11. CCNELA shall be solely responsible for all repair and maintenance to those portions of the facility utilized by CCNELA under this Agreement throughout the term of this Agreement, including air conditioning and heating, electrical wiring, plumbing and sewer, all at its sole costs. CCNELA shall return the facility to CITY at the termination of this Agreement in good condition, normal wear and tear excepted.

12. Until the CITY is notified in writing of a defect, to the fullest extent authorized by R.S.9:3221, CCNELA assumes full responsibility for the condition of the facility.
13. Regardless of the cause of termination of this Agreement, all permanent improvements to the facility shall remain the property of CITY at the termination of this Agreement without any obligation to reimburse any prior expenditures by CCNELA, including any amounts paid for the repair, reconstruction or restoration of the facility, in whole or in part. All non-permanent improvements, structures and equipment, and all records, reports, documents, supplies and materials shall remain the property of CCNELA, and shall be removed at the expense of CCNELA, at the termination of this Agreement.
14. Notice under this Agreement shall be given in writing, U.S. Mail, postage pre-paid and addressed as noted below, and shall be effective five (5) days after the date upon which notice is given:

If to CITY:

City of West Monroe, Attention Mayor
2305 N. 7th St.
West Monroe, Louisiana 71291
(318) 396-2600

With Copy to:

City Attorney
2001 N. 7th St.
West Monroe, Louisiana 71291

If to CCNELA:

Children's Coalition For Northeast Louisiana
Attn: Executive Director
117 Hall Street
Monroe, Louisiana 71201
(318) 323-8775

15. This Cooperative Endeavor Agreement shall supercede and replace any and all previous agreements between CITY and CCNELA relating to 508 Austin Avenue.

[Signatures on following page, remainder of page intentionally left blank]

THUS DONE AND SIGNED before me, Notary, and the undersigned competent witnesses in duplicate original, in Ouachita Parish, effective this 19th day of July, 2023.

WITNESSES:

CHILDREN'S COALITION FOR
NORTHEAST LOUISIANA

Printed Name: _____

By: _____
Kristie Bardell, MPH, Executive Director

Printed Name: _____

NOTARY PUBLIC, ID NO. _____
Printed Name _____
My Commission Expires: _____

THUS DONE AND SIGNED before me, Notary, and the undersigned competent witnesses in duplicate original, in Ouachita Parish, effective this 19th day of July, 2023.

WITNESSES:

THE CITY OF WEST MONROE, LOUISIANA

By: _____
Staci Albritton Mitchell, Mayor

Printed Name: _____

Printed Name: _____

DOUGLAS C. CALDWELL, NOTARY PUBLIC
LOUISIANA BAR ROLL NO. 03783

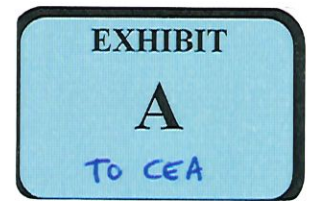


Diagram to be substituted before signing - facility structure and immediate surrounding area to be exclusively utilized by CCNELA as an Early Head Start site - no less than area historically utilized