

STATE OF LOUISIANA
PARISH OF OUACHITA

COOPERATIVE ENDEAVOR AGREEMENT

BE IT KNOWN, that this agreement has been entered into and is to be effective as of the _____ day of January 2026, by and among the following entities:

- 1) THE CITY OF WEST MONROE (“WM”), on behalf of itself and for its fire department, known as the West Monroe Fire Department (“WMFD”), and appearing herein through its duly elected Mayor, Staci Albritton Mitchell, duly authorized by Ordinance _____, adopted at its regular meeting held on January 6, 2026; and
- 2) THE OUACHITA PARISH POLICE JURY (“OPPJ”), acting in its capacity as the Board of Commissioners of Ouachita Parish Fire Protection District No. 1 (“OPFD”) and appearing herein through its President _____, duly authorized by action taken at its Regular Meeting held on January 6, 2026; and

Which stated and declared as follows:

WHEREAS, WMFD and OPFD declare the purpose of this agreement is to enhance public health and safety by ensuring continuity of fire suppression and emergency medical response services through shared availability of fire apparatus and;

WHEREAS, in order to reduce the risk of interruption of emergency services, WMFD agrees to make available its reserve ladder truck to OPFD should OPFD experience loss of use of fire apparatus due to maintenance, repair, or emergency conditions unless that reserve ladder truck is needed for WMPD operational needs, and

WHEREAS, WMFD AND OPFD recognize that cooperative use of fire apparatus enhances regional safety and ensures the ability of fire departments to maintain necessary operations despite mechanical failures or emergency conditions; and

WHEREAS, WMFD and OPFD are currently parties to a state-wide Mutual Aid Agreement; and

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 or political corporations 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.”*

NOW, THEREFORE, the OPPJ and WM hereby enter into the following Cooperative Endeavor Agreement (sometimes referred to as the "CEA"):

1. WMFD agrees to make its reserve ladder fire truck available to OPFD upon request, contingent upon the vehicle not being required for WMFD operational needs; and
2. OPFD shall submit a formal request in writing or via approved communication channels to WMFD's Fire Chief, or his designee, when such a need arises; and
3. OPFD's use of the reserve ladder truck pursuant to this CEA will be for no more than thirty (30) consecutive days, unless otherwise agreed to in writing by the parties; and
4. OPFD will return the reserve ladder fire truck to WMFD in the same condition as when it was received, subject to normal and reasonable "wear and tear"; and
5. OPFD will assume responsibility for routine maintenance such as replacement of fuel and minor consumables during the use of the reserve ladder fire truck under the standards utilized by WMFD. However, WMFD shall remain responsible for annual, long-term, and/or capital maintenance; and
6. While the ladder truck is in OPFD's possession, OPFD shall maintain a general liability and property damage insurance policy with limits of at least \$1,000,000 applicable to its use of the truck. OPFD will produce a certificate of insurance upon request; and
7. During any period of use of the reserve ladder fire truck by OPFD, the reserve ladder fire truck will only be operated by OPFD personnel trained and qualified in accordance with NFPA 1010 Standard on Professional Qualifications for Firefighters; and
8. WMFD and OPFD agree and aver that each agency is responsible for its own acts and omissions, and those of its officers, agents, and employees. This Cooperative Endeavor Agreement does not create any form of liability sharing or indemnification obligation unless explicitly stated; and
9. WMFD will always remain the owner of the reserve ladder fire truck. This Cooperative Endeavor Agreement does not constitute a sale, lease, or transfer of title of the reserve ladder fire truck.
10. Either party may terminate this Cooperative Endeavor Agreement with thirty (30) days written notice to the other party. If the vehicle is in possession of OPFD at the time WMFD communicates its intent to terminate, OPFD will return the reserve ladder fire truck to WMFD as expeditiously as possible, taking into consideration the immediate needs and concerns of the WMFD and the then-current use of the reserve ladder fire truck by OPFD for active emergency conditions and/or natural disasters; and

11. The parties hereto agree that this Cooperative Endeavor Agreement may be amended only in writing, signed and approved by both parties; and
12. This Cooperative Endeavor Agreement is governed by the laws of the State of Louisiana; and
13. The parties hereto agree that this Cooperative Endeavor Agreement represents the entire understanding between the parties as to the subject matter addressed herein, and supersedes all prior negotiations and agreements.

THUS DONE AND PASSED on this _____ day of January, 2026, at Monroe, Louisiana.

WITNESSES:

OUACHITA PARISH POLICE JURY

BY: _____
PRESIDENT

THUS DONE AND PASSED on this _____ day of January, 2026, at West Monroe, Louisiana.

WITNESSES:

CITY OF WEST MONROE

BY: _____
STACI ALBRITTON MITCHELL, MAYOR