



STATE OF LOUISIANA

PARISH OF OUACHITA

## COOPERATIVE ENDEAVOR AGREEMENT

This Cooperative Endeavor Agreement is entered into by and between:

**OUACHITA PARISH POLICE JURY** (the “Police Jury”), a political subdivision of the State of Louisiana, existing under the laws of the State of Louisiana, represented herein by its duly authorized representative; and

**CITY OF WEST MONROE** (the “City”), a political subdivision of the State of Louisiana, created under the laws of said State, and represented herein by its duly authorized Mayor, Staci Albritton Mitchell,

who declare and agree as follows:

**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 . . . or with any public or private association, corporation, or individual”;

**WHEREAS**, the United States Congress has enacted Public Law No. 117-2, known as the American Rescue Plan Act of 2021 (“ARPA”), which, in part, establishes the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which provides funding for states and localities to address the economic and health consequences of the COVID-19 pandemic;

**WHEREAS**, ARPA funds were disbursed to states and local governments, including the the Police Jury;

**WHEREAS**, the United States Treasury has promulgated a final rule, detailing the requirements and standards for using Coronavirus State and Local Fiscal Recovery Funds at 31 C.F.R. Part 35;

**WHEREAS**, 31 C.F.R. 35.6 authorizes recipients of Coronavirus State and Local Fiscal Recovery Funds to utilize such funds to make investments in water and sewer projects;

**WHEREAS**, the Policy Jury has allocated portions of its ARPA funds for the purpose of providing grants for repairs, improvements and consolidation of community water and sewer systems throughout Ouachita Parish;

**WHEREAS**, as authorized by the provisions of 31 C.F.R. 35.6, the Police Jury has agreed to provide funding from the Police Jury's ARPA allocation to the City for the City's water/sewerage infrastructure project known as "Utility Extension at West Monroe Commercial Park" (hereinafter "Project");

**WHEREAS**, the Police Jury and the City desire to enter into this Cooperative Endeavor Agreement (the "Agreement"), in an effort to establish a contractual relationship for the purpose of funding the City's Project, so that the Police Jury may disburse funds to the City;

**WHEREAS**, the City's Project shall yield benefits to the public through improvements to the City's water, sewer and/or storm water infrastructure; and

**WHEREAS**, the transfer or expenditure of public funds or property is not a gratuitous donation.

**NOW THEREFORE**, in consideration of the covenants and agreements herein contained and for the public benefits to be derived therefrom, it is agreed by and between the parties as follows:

#### **OBLIGATIONS OF THE PARTIES**

- a. The Police Jury agrees to allocate and transfer to the City the sum of \$591,920.00 for the purpose of funding the Project.
- b. The City shall use the funds provided by the Police Jury for the exclusive purpose of constructing or causing to be constructed the Project. In completing the Project, the City shall follow all requirements established by law.
- c. The Police Jury will disburse these funds by transferring to the City the Police Jury's "*pro rata* share" of the amount of each "Contractor's Application for Payment" approved for payment by the City's Project Engineer as shown by an "Owner's Certificate for Payment" executed by said engineer as the Owner's Representative, up through and including the release of any project retainage or the depletion of the amount allocated by the Police Jury in Paragraph "a" above, whichever first occurs. The Police Jury will issue such payments within 15 days of receipt of evidence of each such executed "Owner's Certificate for Payment." The Police Jury's "*pro rata* share" for purposes of this agreement is one hundred percent (100%).

#### **TERM**

Cooperation under this Agreement will take effect from the date last signed and will continue in effect until the Agreement is amended by mutual agreement, terminated by either party, or extinguishes by operation of law after the completion of the water, sewer, and/or storm water infrastructure project.

## **TERMINATION FOR CAUSE**

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 party claiming such failure to comply shall give the non-complying party written notice specifying such failure. If within thirty (30) days after receipt of such notice, the non-complying party shall not have either corrected such failure or, in the case which cannot be corrected within thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the party claiming noncompliance may, at its option, place the non-complying party in default and the Agreement shall terminate on the date specified in such notice.

## **AUDITING**

It is hereby agreed that the U.S. Government Accountability Office, the United States Treasury, the Legislative Auditor of the State of Louisiana, and/or the Police Jury auditors, or auditors contracted by them, shall have the option of auditing all records and accounts of the City that relate to this Agreement at any time during normal business hours, as often as deemed reasonably necessary. The City shall comply with all relevant provisions of Louisiana law pertaining to audit requirements. Any deficiencies noted in any audit report shall be fully cleared by the City within 30 days after receipt by the City of such notice. The City's failure to comply with the above audit requirements in material respects will constitute a violation of this contract and may result in the termination of this Agreement.

## **TAXES**

The City hereby agrees that the responsibility for payment of any taxes from the funds received by the City pursuant to this Agreement shall be the City's obligation.

## **INDEMNIFICATION; INSURANCE**

The City shall indemnify and save harmless the Police Jury against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgment of sums of money to any party accruing against the Police Jury growing out of, resulting from, or by reason of any act or omission of the City, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include the Police Jury's fees and costs of litigation, including but not limited to, reasonable attorney's fees. The City shall bear the expense of all personal and professional insurance related to its duties arising under this Agreement. This indemnification shall include, but not be limited to, any claim by the United States requiring the Police Jury to return or refund any portion of the money the Police Jury transfers to the City pursuant to this Agreement where such claim is based on the City's violation of any federal law or regulation in conjunction with the Project.

## **CONTROLLING LAW**

The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

## **LEGAL COMPLIANCE**

*The City agrees to comply with all federal, state and local laws and regulations in carrying out the provisions of this Agreement, including but not limited to 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards," the Coronavirus State and Local Fiscal Recovery Funds Final Rule promulgated by the United States Treasury at 31 C.F.R. Part 35, and the Louisiana Code of Governmental Ethics (La. R.S. 42:1101, et. seq.).*

## **NOTICES**

Any notice, which under the terms of this Agreement must be given, shall be given in writing to the respective addresses as hereinafter provided:

If to the Police Jury:

Attention: Parish Treasurer  
P.O. Box 3007  
Monroe, LA 71483

If to the City:

Attention: Mayor  
2305 N. 7<sup>th</sup> Street  
West Monroe, LA 71291

Any such notice shall be given by means in which written confirmation of delivery can be demonstrated. Notice shall be considered effective only upon receipt of said notice by the recipient thereof.

## **ASSIGNMENT**

The City shall not assign any interest in this Agreement and shall not transfer any interest in same, without the prior written consent of the Police Jury, provided, however, that claims for money due or to become due to the City from the Police Jury may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of such assignment or transfer shall be furnished promptly to the Police Jury.

## **SEVERABILITY**

The provisions of this Agreement are severable. In the event that any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, then such invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

## **SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

## **ENTIRE AGREEMENT; AMENDMENT**

This Agreement shall constitute the entire Agreement between the parties and amends, supplements, and supersedes all previous agreements between the parties. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.

THUS DONE AND SIGNED in duplicate original at Monroe, Louisiana, this \_\_\_\_ day of \_\_\_\_\_, 2022.

### **OUACHITA PARISH POLICE JURY:**

By: \_\_\_\_\_  
Shane Smiley, President

THUS DONE AND SIGNED in duplicate original at West Monroe, Louisiana, this \_\_\_\_ day of \_\_\_\_\_, 2022.

### **CITY OF WEST MONROE**

By: \_\_\_\_\_  
Staci Albritton Mitchell, Mayor