



COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “**Agreement**”), which shall be effective on the Effective Date (as hereinafter defined), is by and among:

CITY OF WEST MONROE, STATE OF LOUISIANA (the “**City**”), a political subdivision of the State of Louisiana, represented and appearing herein through Mayor Staci Albritton Mitchell; and

WEST MONROE ECONOMIC DEVELOPMENT DISTRICT, STATE OF LOUISIANA (the “**District**”), a political subdivision of the State of Louisiana, represented and appearing herein through Mayor Staci Albritton Mitchell.

WITNESSETH

WHEREAS, Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31, et seq.) (the “**Act**”) authorizes municipalities, parishes and certain other local governmental subdivisions to create economic development districts to carry out the purposes of the Act, which economic development districts are political subdivisions of the State of Louisiana and possess such power and authority and have such duties as provided by the Act and other law; and

WHEREAS, pursuant to the Act, the City, acting through its governing authority, the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana (in such capacity, the “**Board of Aldermen**”), adopted Ordinance No. 3686 on September 11, 2007, as amended by Ordinance No. 4615 adopted on December 11, 2018, and Ordinance No. 5073 adopted on June 14, 2022 (collectively, the “**District Ordinance**”), creating the District and levying a 1% sales and use tax and a 1% hotel occupancy tax (collectively, the “**District Tax**”) within the boundaries of the District, the proceeds of which (after paying the reasonable and necessary costs and expenses of collecting and administering the District Tax), will be paid into the West Monroe Economic Development District Trust Fund (the “**Trust Fund**”) and there dedicated and used to pay the costs of economic development projects as defined in the Act and as set forth herein; and

WHEREAS, Article VI, Section 20 of the Louisiana Constitution of 1974 provides that a political subdivision may exercise and perform any authorized power and function, including financing, jointly or in cooperation with one or more political subdivisions, either within or without the state, or with the United States or its agencies; and

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974 provides that 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 with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning

and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes; and

WHEREAS, Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9020, et seq.) (the “Cooperative Economic Development Law”), provides that local governmental subdivisions (including municipalities) may cooperate or engage in cooperative endeavors providing for cooperative financing of economic development projects with other local governmental subdivisions or with any other private or public entity or person, for the purpose of aiding in cooperative development, all as defined in the Cooperative Economic Development Law; and

WHEREAS, the City has issued \$14,490,000 in Sales Tax Bonds, Series 2022A, and \$2,510,000 in Sales Tax Bonds, Series 2022B (collectively, the “Bonds”); and

WHEREAS, the District wishes to encourage the City to construct the West Monroe Indoor Sports Facility and the other capital improvements to be financed with the proceeds of the Bonds (collectively, the “Projects”) and to administer and operate the Projects as part of the City; and

WHEREAS, the District has no staff or employees and does not intend to undertake capital improvements or other projects without the cooperation of the City; and

WHEREAS, the Board of Aldermen desires to ensure that all uses of proceeds of the Bonds or the avails of the District Tax are lawful, efficient and transparent; and

WHEREAS, the proceeds of the District Tax as applied pursuant to this Agreement will be dedicated to a purpose that creates a public benefit, specifically the direct improvement of public infrastructure in the City and the District, and the generation of revenues for infrastructure and other necessary capital expenditures in and for the City and the District, and there is a reasonable expectation on the part of the City and the District of receiving at least equivalent value pursuant to this Agreement;

NOW, THEREFORE, the City and the District each agree to perform their respective obligations under this Agreement in accordance with the conditions, covenants and procedures set forth herein and in the exhibits attached hereto and made a part hereof as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions. The following terms shall, for purposes of this Agreement, have the following meanings:

“**Act**” shall mean Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of

1950, as amended (La. R.S. 33:9038.31, *et seq.*).

“**Agreement**” shall mean this Cooperative Endeavor Agreement as it may be amended or modified from time to time or at any time in accordance with the terms hereof.

“**Bonds**” shall have the meaning given such term in the preambles hereto.

“**Board of Aldermen**” shall mean the Mayor and Board of Aldermen of the City, acting as the governing authority of the City.

“**City**” shall mean the City of West Monroe, State of Louisiana.

“**Cooperative Economic Development Law**” shall mean Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9020, *et seq.*).

“**District**” shall mean the West Monroe Economic Development District, State of Louisiana.

“**District Tax**” shall have the meaning given such term in the preambles hereto.

“**Effective Date**” shall mean July 19, 2022.

“**Governing Authority**” shall mean the Board of Aldermen, acting as the governing authority of the District.

“**Local Services Law**” shall mean Chapter 2 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:1321-1337, inclusive).

“**Projects**” shall have the meaning given such term in the preambles hereto.

“**State**” shall mean the State of Louisiana.

“**Trust Fund**” shall mean the West Monroe Economic Development District Trust Fund established pursuant to La. R.S. 33:9038.34(O), which constitutes a special trust fund for the furtherance of economic development projects and into which the District Tax will be deposited and used (i) to pay or reimburse the City for debt service on the Bonds, and (ii) for any other permitted purposes as described herein.

SECTION 1.02. Use of Defined Terms. Terms defined in this Agreement shall have their defined meanings when used herein and in any document, certificate, report or agreement furnished from time to time in connection with this Agreement unless the context otherwise requires.

ARTICLE II

REPRESENTATIONS OF THE CITY AND THE DISTRICT

SECTION 2.01. City and District Authority. The City and the District have all requisite power pursuant to the Act, Article VI, Section 20 and Article VII, Section 14(C) of the Louisiana Constitution of 1974, the Local Services Law and the Cooperative Economic Development Law to enter into this Agreement and perform their obligations hereunder, and there are no contracts or obligations in conflict herewith.

SECTION 2.02. Public Hearings. The Board of Aldermen has (i) created and designated the District and (ii) approved the execution of this Agreement at a public meeting held in accordance with the provisions of the Louisiana Open Meetings Law. The Governing Authority has (i) adopted an ordinance levying the District Tax and (ii) approved the execution of this Agreement at a public meeting held in accordance with the provisions of the Louisiana Open Meetings Law.

SECTION 2.03. No Suits. Except as may be otherwise disclosed in writing, to the best of the knowledge of the City and the District, there is no action suit, investigation or proceeding pending, or threatened, against the City or the District, before any court, arbitrator, or administrative or governmental body, or insurance of operations of the City or the District which might adversely affect the ability of the City or the District to comply with the their respective obligations hereunder or in connection with the transactions contemplated hereby, relative to this Agreement and the obligations and undertakings of the City and the District described herein.

SECTION 2.04. This Agreement not Intended to be Indebtedness. Although the City has issued the Bonds and may incur other indebtedness relating to the District, the essence of the undertakings of the City and the District hereunder is for the City and the District to work cooperatively for the development of the Projects. The undertakings of the City and the District (other than the Bonds) described herein do not represent and are not intended to create any indebtedness on the part of the City or the District.

ARTICLE III

COOPERATIVE ENDEAVOR OBLIGATIONS

SECTION 3.01. Relating to Article VII, Section 14 of the Louisiana Constitution. In entering into this agreement it is not the intent of the City or the District to enter into a gratuitous transfer of public funds because such parties expect that the acquisition, construction and installation of each Project will be an "Economic Development Project" within the meaning of the Act, and that they reasonably expect that each will each receive equivalent value in return for the performance of their obligations hereunder, namely:

(a) in the case of the City, the promotion of economic development in the City, the creation of jobs, enhancement of the property tax and sales tax base of the City, and the generation of revenues for infrastructure and other necessary capital expenditures in and for the City; and

(b) in the case of the District, the promotion of economic development in the District, the creation of jobs, the enhancement of the property tax and sales tax base of the District, and the generation of revenues for infrastructure and other necessary capital expenditures in and for the District.

SECTION 3.02. City to Act on Behalf of District. Other than actions required herein to be taken by the Governing Authority, the District hereby designates the City to act on its behalf, and the City so agrees to act on behalf of the District, to the extent necessary to accomplish the obligations of the District set forth herein.

SECTION 3.03. Obligation to Levy District Tax. The District shall be obligated and bound under the terms and provisions of law to levy, impose, enforce and cause to be collected the District Tax. The District has provided and shall continue to provide for all reasonable and necessary rules, regulations, procedures and penalties in connection therewith, including the proper application of the proceeds of the District Tax.

SECTION 3.04. Deposit of District Tax and Payment of Debt Service. Beginning on the Effective Date, the District hereby obligates itself to deposit the proceeds of the District Tax in the Trust Fund not later than the last day of the month in which such proceeds are received by the District. For as long as the Bonds are outstanding, the revenues of the District Tax may be used by the City to make debt service or other required payments on the Bonds or to reimburse the City for any such payments made by the City from other funds.

SECTION 3.05. Issuance of Bonds. The City shall take or cause to be taken all necessary and proper actions to issue and deliver the Bonds. The City and the District shall abide by all terms and conditions set forth in the ordinance of the Board of Aldermen authorizing the issuance of the Bonds.

SECTION 3.06. Bond Proceeds. The City agrees that it will use the proceeds of the Bonds (after payment of all costs associated with the issuance thereof and any reserves or other funds required to be set aside with respect to the Bonds) for the Projects solely in the manner set forth in the ordinance of the Board of Aldermen authorizing the issuance of the Bonds. The District shall not, under any circumstances, be obligated to raise any additional capital investment or make any additional payments with respect to the Bonds or any Project, except for the District Tax as provided for herein.

SECTION 3.07. Compliance with Laws. The City shall cause the planning, design, construction, equipping, operation and maintenance of any Project to be undertaken strictly in compliance with federal and state constitutional and statutory authority, and any other law, rule, regulation or decision by which the City is bound. The District shall not be responsible for compliance with the foregoing.

SECTION 3.08. Title to Projects. Title to the Projects shall be and (absent subsequent agreement to the contrary) remain in the City. The City will operate, maintain, use and occupy, and use the revenues from all Projects. The City shall indemnify and hold the District harmless

from all cost, expense and liability in connection with the Projects. The City agrees not to sell or otherwise dispose of any Project financed with the Bonds prior to the final maturity date of the Bonds, except such minor parts or portions thereof as may be disposed of due to normal wear and tear and obsolescence. The City agrees to execute, along with the District, if applicable, any non-arbitrage, tax compliance or use of proceeds certificate required in connection with the issuance of Bonds in the future.

SECTION 3.09. Compliance with Laws. The District hereby sells, grants, bargains, conveys, transfers, sets over, assigns, abandons and delivers to the City all right, title and interest it may have in the Project. The City will insure, administer, operate and maintain each Project and levy and collect all necessary rates and charges (other than the proceeds of the District Tax) for its own account. The City's obligation of administration, maintenance and operation shall include the responsibility for the upkeep, repair, maintenance and replacement of all equipment, constructions and structures as necessary.

ARTICLE IV

MISCELLANEOUS

SECTION 4.01. Liberal Construction. This Agreement shall be construed liberally to secure the beneficial intents and purposes hereof, and in particular shall be construed liberally as necessary to protect and further the interests of the parties hereto.

SECTION 4.02. Governing Law. This Agreement shall be constructed in accordance with and governed by the laws of the State of Louisiana.

SECTION 4.03. Severability. To the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

SECTION 4.04. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or extent of any of the provisions of this Agreement.

SECTION 4.05. Voluntary Execution. The parties have read and fully understand the terms, covenants and conditions set forth in this Agreement and are executing the same willingly and voluntarily of their own volition.

SECTION 4.06. Execution in Counterparts. This Agreement may be executed in several counterparts, each which shall be an original and all of which when taken together shall be deemed one and the same Agreement.

SECTION 4.07. Complete Agreement. This Agreement supersedes and replaces any and all prior agreements, negotiations, and discussions between the parties with regard to the terms,

obligations, and conditions of this Agreement.

SECTION 4.08. Survival of Provisions. All representations and warranties and all responsibilities regarding record retention, access, ownership, and indemnification shall survive the termination of this Agreement and continue in full force and effect.

SECTION 4.09. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of the City or the District, in his or her individual capacity, and neither the officers thereof nor any official executing this Agreement shall be liable personally with respect hereto or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement..

SECTION 4.10. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the City, the District, and the Company, and the parties expressly disclaim any intent to benefit any person that is not a party to this Agreement.

SECTION 4.11. Modification. This Agreement may be amended from time to time with the consent and approval of the Board of Aldermen and the Governing Authority. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

THIS COOPERATIVE ENDEAVOR AGREEMENT is hereby executed on July 19, 2022.

**CITY OF WEST MONROE,
STATE OF LOUISIANA**

By: _____
Name: STACI ALBRITTON MITCHELL
Title: MAYOR

**WEST MONROE ECONOMIC
DEVELOPMENT DISTRICT,
STATE OF LOUISIANA**

By: _____
Name: STACI ALBRITTON MITCHELL
Title: MAYOR