

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “Agreement”), shall be dated for convenience of reference as of _____, 2023, by and between:

CADDO-BOSSIER PARISHES PORT COMMISSION, a commission created pursuant to Article VI, Section 32 of the Louisiana Constitution of 1921, and continued and now governed pursuant to the provisions of Chapter 37 of Title 34 of the Louisiana Revised Statutes of 1950, as amended, a political subdivision of the State of Louisiana, represented and appearing herein through its Executive Port Director, Eric England, hereinafter referred to as the “Commission”; and

THE PARISH OF CADDO, a political subdivision of the State of Louisiana, represented and appearing herein through its Administrator, Dr. Woodrow Wilson, hereinafter referred to as “Caddo Parish”; and

DESOTO PARISH POLICE JURY, a political subdivision of the State of Louisiana, represented and appearing herein through its President, Rodriguez Ross, hereinafter referred to as “Desoto Parish”; and

NORTHWEST LOUISIANA COUNCIL OF GOVERNMENTS, an intergovernmental association of local governments, represented and appearing herein through its Executive Director, J. Kent Rogers, hereinafter referred to as “NLCOG”; and

CITY OF SHREVEPORT, a political subdivision of the State of Louisiana, represented and appearing herein through its Mayor, Tom Arceneaux, hereinafter referred to as “Shreveport”; and

CITY OF BOSSIER CITY, a political subdivision of the State of Louisiana, represented and appearing herein through its Mayor, Thomas H. Chandler, hereinafter referred to as “Bossier City”; and

WEBSTER PARISH POLICE JURY, a political subdivision of the State of Louisiana, represented and appearing herein through its President, Jim Bonsall, hereinafter referred to as “Webster Parish”; and

BOSSIER PARISH POLICE JURY, a political subdivision of the State of Louisiana, represented and appearing herein through its Administrator, Joe E. “Butch” Ford, Jr., P.E., hereinafter referred to as “Bossier Parish”.

The Commission, Caddo Parish, Desoto Parish, NLCOG, Shreveport, Bossier City, Webster Parish, and Bossier Parish may be referred to hereinafter collectively as the “Governmental Entities”.

W I T N E S S E T H

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974 provides 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; and

WHEREAS, the Governmental Entities desire to expand the regional interstate roadway network for future economic development activities (the “Project”); and

WHEREAS, the I-69 SIU 15 FY 2023 MPDG MEGA Grant will support the Governmental Entities’ efforts to fund the Project and generate regional economic, mobility and safety benefits; and

WHEREAS, the Governmental Entities are considered eligible applicants under the provisions of the MEGA Grant Program;

WHEREAS, Neel-Schaffer, Inc. possess the necessary expertise to provide a Benefit-Cost Analysis and other ancillary grant writing functions required and desired by the Governmental Entities; and

WHEREAS, Neel-Schaffer, Inc. has agreed to prepare the I-69 SIU 15 FY 2023 MPDG MEGA Grant Application on behalf of the Governmental Entities; and

WHEREAS, the Governmental Entities, have agreed to equally share in the expense of funding the preparation of the I-69 SIU 15 FY 2023 MPDG MEGA Grant Application (hereinafter referred to as the “Grant Application”); and

WHEREAS, the Governmental Entities will contribute a total of \$100,000 One Hundred Thousand Dollars to fund the preparation of the Grant Application; and

WHEREAS, the Governmental Entities desire to enter into this Cooperative Endeavor Agreement to facilitate their mutual objectives.

NOW, THEREFORE, the Governmental Entities agree to perform their respective obligations under this Agreement in accordance with the conditions, covenants, and procedures set forth herein as follows:

ARTICLE I

REPRESENTATIONS OF THE GOVERNMENTAL ENTITIES

SECTION 1.01: Governmental Entities' Authority. The Governmental Entities have all requisite power pursuant to Article VII, Section 14(C) of the Louisiana Constitution of 1974, to enter into this Agreement and perform their obligations hereunder, and there are no contracts or obligations in conflict therewith.

SECTION 1.02: Appropriation and Use of Funds. The Governmental Entities agree to jointly appropriate and fund a total of \$100,000 One Hundred Thousand Dollars to finance the preparation of the Grant Application in accordance with the provisions of Article VII, Section 14(C) of the Louisiana Constitution of 1974. The financing structure to fund the preparation of the Grant Application is delineated as follows:

a)	Commission:	\$12,500
b)	Caddo Parish:	\$12,500
c)	Desoto Parish:	\$12,500
d)	NLCOG:	\$12,500
e)	Shreveport:	\$12,500
f)	Bossier City:	\$12,500
g)	Webster Parish:	\$12,500
h)	<u>Bossier Parish:</u>	<u>\$12,500</u>
	TOTAL	\$100,000

SECTION 1.03: No Indebtedness. The essence of the undertakings of the Governmental Entities hereunder is for the Governmental Entities to work cooperatively and provide their best efforts to facilitate the completion of the Grant Application. The undertakings of the Governmental Entities described herein do not represent and are not intended to create any indebtedness on the part of the Governmental Entities, since such undertakings do not involve any loan of funds of the Governmental Entities, but only the cooperative use of the funds to finance the preparation of the Grant Application.

ARTICLE II

COOPERATIVE ENDEAVOR OBLIGATIONS

SECTION 2.01: Relating to Article VII, Section 14 of the Louisiana Constitution. In entering into this Agreement, it is not the intent of the Governmental Entities to enter into a gratuitous transfer of public funds because the parties expect the use of the funds will greatly enhance the Governmental Entities' opportunity to expand the regional interstate roadway network for future economic development activities; and they will each receive something of value in return for the performance of their obligations hereunder.

Additionally, the Governmental Entities will have reciprocal obligations further described herein.

The Governmental Entities further find and determine that (a) the Governmental Entities have the legal authority to enter into this Agreement; (b) the expenditure of the Governmental Entities' funds will finance the preparation of the Grant Application which creates a public benefit and (c) there is a reasonable expectation on the part of the Governmental Entities of receiving at least equivalent value in exchange for the transfer of the Governmental Entities' funds.

ARTICLE III

GOVERNMENTAL ENTITIES OBLIGATIONS

SECTION 3.01: Delivery of Funds. The funds described in Section 1.02 of this Agreement shall be delivered to the Commission on or before April 1, 2023.

SECTION 3.02: Administration. The Commission is hereby authorized to do any and all things and to sign any and all contracts and other documents on behalf of the Governmental Entities to effectuate the purposes set forth herein.

SECTION 3.03: Cooperation. Each Governmental Entity shall provide any requested information necessary for the successful completion of the Project.

ARTICLE IV

COMPLIANCE WITH LAWS

SECTION 4.01: Legal Obligations. The Governmental Entities shall comply with all applicable federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Government Ethics (LSA-R.S. 42:1101, *et seq.*), in carrying out the provisions of this Agreement.

ARTICLE V

MISCELLANEOUS

SECTION 5.01: 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 5.02: Notices. All reports, statements or notices required or permitted to be given hereunder shall be deemed to be given if sent to the parties hereto at the addresses as follows:

COMMISSION:

Caddo-Bossier Parishes Port Commission
c/o Eric England, Executive Port Director
6000 Doug Attaway Blvd.
Shreveport, Louisiana 71115

CADDO PARISH:

Parish of Caddo
c/o Dr. Woodrow Wilson, Administrator
505 Travis Street, Suite 800
Shreveport, Louisiana 71101

DESOTO PARISH:

Desoto Parish Police Jury
c/o Rodriguez Ross, President
101 Franklin Street
Mansfield, Louisiana 71052

NLCOG:

Northwest Louisiana Council of Governments
c/o J. Kent Rogers
625 Texas Street
Shreveport, LA 71101

SHREVEPORT:

City of Shreveport
c/o Tom Arceneaux, Mayor
505 Travis Street, Suite 200
Shreveport, Louisiana 71101

BOSSIER CITY:

City of Bossier City
c/o Thomas H. Chandler, Mayor
620 Benton Road
Bossier City, Louisiana 71111

WEBSTER PARISH:

Webster Parish Police Jury
c/o Jim Bonsall, President
P.O. Box 389
Minden, Louisiana 71058

BOSSIER PARISH:

Bossier Parish Police Jury
c/o Joe E. "Butch" Ford, Jr., P.E., Administrator
204 Burt Blvd.
Benton, Louisiana 71006

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered; by United States Certified Mail, Return Receipt requested; by private or commercial carrier or express mail, such as Federal Express; by facsimile or electronic transmission; or personally delivered to an officer of the receiving party. All such communications shall be mailed, sent, or delivered

to the address set forth above, or as to each party at such other addresses as shall be designated by such party in a written notice to the other party.

SECTION 5.03: 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 provision 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 5.04: 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 Governmental Entities, 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 5.05: 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 5.06: 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 5.07: Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

SECTION 5.08: Amendment and/or Modification. Neither this Agreement nor any term, or provision hereof may be changed, waived, discharged, amended, or modified orally, or in any manner other than by an instrument in writing signed by the parties hereto.

SECTION 5.09: Rescission or Amendment. In no event shall any rescission or amendment to this Agreement be effective without the prior written consent of the affected party hereto.

(SIGNATURES ON THE FOLLOWING PAGES)

IN WITNESS WHEREOF the parties hereto have made and executed this Cooperative Endeavor Agreement as of the date and year first written above.

WITNESSES:

**CADDO-BOSSIER PARISHES
PORT COMMISSION**

Sign: _____
Print Name:

By: _____
Eric England
Executive Port Director

Sign: _____
Print Name:

IN WITNESS WHEREOF the parties hereto have made and executed this Cooperative Endeavor Agreement as of the date and year first written above.

WITNESSES:

PARISH OF CADDO

Sign: _____
Print Name:

By: _____
Dr. Woodrow Wilson
Administrator

Sign: _____
Print Name:

IN WITNESS WHEREOF the parties hereto have made and executed this Cooperative Endeavor Agreement as of the date and year first written above.

WITNESSES:

DESOTO PARISH POLICE JURY

Sign: _____
Print Name:

By: _____
Rodriguez Ross
President

Sign: _____
Print Name:

IN WITNESS WHEREOF the parties hereto have made and executed this Cooperative Endeavor Agreement as of the date and year first written above.

WITNESSES:

**NORTHWEST LOUISIANA COUNCIL
OF GOVERNMENTS**

Sign: _____

Print Name:

By: _____

J. Kent Rogers
Executive Director

Sign: _____

Print Name:

IN WITNESS WHEREOF the parties hereto have made and executed this Cooperative Endeavor Agreement as of the date and year first written above.

WITNESSES:

CITY OF SHREVEPORT

Sign: _____
Print Name:

By: _____
Tom Arceneaux
Mayor

Sign: _____
Print Name:

IN WITNESS WHEREOF the parties hereto have made and executed this Cooperative Endeavor Agreement as of the date and year first written above.

WITNESSES:

CITY OF BOSSIER CITY

Sign: _____
Print Name:

By: _____
Thomas H. Chandler
Mayor

Sign: _____
Print Name:

IN WITNESS WHEREOF the parties hereto have made and executed this Cooperative Endeavor Agreement as of the date and year first written above.

WITNESSES:

WEBSTER PARISH POLICE JURY

Sign: _____
Print Name:

By: _____
Jim Bonsall
President

Sign: _____
Print Name:

IN WITNESS WHEREOF the parties hereto have made and executed this Cooperative Endeavor Agreement as of the date and year first written above.

WITNESSES:

BOSSIER PARISH POLICE JURY

Sign: _____
Print Name:

By: _____
Joe "Butch" Ford, Jr., P.E.
Administrator

Sign: _____
Print Name: