

## **COOPERATIVE ENDEAVOR AGREEMENT**

**THIS COOPERATIVE ENDEAVOR AGREEMENT** (the “Agreement”), dated as of \_\_\_\_\_, 2025, by and between:

**THE CITY OF SHREVEPORT**, a municipal corporation and political subdivision of the State of Louisiana, (the “City”) represented and appearing herein through Mayor Tom Arceneaux, duly authorized by Resolution No. \_\_\_\_ of 2025 of the City Council of the City of Shreveport; and

**THE PARISH OF CADDO**, a political subdivision of the State of Louisiana, (the “Parish”) represented and appearing herein through Administrator and Chief Executive Officer, Erica Richard Bryant, duly authorized by Caddo Parish Commission;

### **W I T N E S S E T H**

**WHEREAS**, the City desires carry out improvements at the intersection of Flournoy Lucas Road (City road) and Wallace Lake Road (Parish road);

**WHEREAS**, the Parish agrees to assist in the project by contributing funds to the initial design and installation of the traffic signal;

**WHEREAS**, the City shall provide the design, construction and maintenance related to the project. The Parish agrees to pay \$100,000.00 to the City as its participation in the project.

**NOW, THEREFORE**, the City and the Parish, (hereinafter sometimes referred to as the “parties”) each 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 CITY AND PARISH**

SECTION 1.01 City and Parish Authority. The City and the Parish 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. The parties agree the term of this Cooperative Endeavor Agreement shall commence upon execution of this Agreement by all parties and shall terminate on the completion of the installation and payment by the Parish, whichever occurs later.

SECTION 1.02 Use of Funds. The Parish hereby agree to appropriate and transfer

\$100,000.00, to the City in accordance with the provisions of Article VII, Section 14(C) of the Louisiana Constitution of 1974, relative to the intersection improvements project as described hereinabove.

SECTION 1.03 No Indebtedness. The essence of the undertakings of the City and the Parish hereunder is for the City and the Parish to work cooperatively and use their best efforts to provide traffic safety to the citizens living and working in the Flournoy Lucas (City Road) and Wallace Lake Road (Parish Road) area. The undertakings of the parties described herein do not represent and are not intended to create any indebtedness on the part of the parties, since such undertakings of the City and the Parish do not involve any loan of funds, but only the cooperative use of the funds to provide the traffic light described herein.

## **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 City and the Parish to enter into a gratuitous transfer of public funds because the parties expect they will each receive something of value in return for the performance of their obligations hereunder.

The City and the Parish further find and determine that (a) the City and the Parish have the legal authority to enter into this Agreement; (b) the expenditure of the Parish funds will provide citizens traffic control services that create a public benefit and (c) there is a reasonable expectation on the part of the City and the Parish of receiving at least equivalent value in exchange for the transfer of the Parish funds.

## **ARTICLE III**

### **PARISH OBLIGATIONS**

SECTION 3.01 Funds. The Parish agrees to pay \$100,000.00 to the City for reimbursement of costs and expenses associated with the improvement project for the intersection of Flournoy Lucas Road and Wallace Lake Road. The Parish will pay one-half of that sum within 45 days of the signing of this agreement and the remaining one-half upon receipt of notice from the City that the City has let a contract for the construction of the project.

## **ARTICLE IV**

### **CITY OBLIGATIONS**

SECTION 4.01 City Obligations. The City agrees to design and construct, within twenty four months of the date of this agreement, the improvement project for the intersection of Flournoy Lucas Road and Wallace Lake Road. On completion of the construction, the City will certify to the Parish that the project is complete and operational.

The City further agrees to maintain that area.

SECTION 4.02 Obligation to refund. The City agrees that it will refund \$100,000 to the Parish should the City not complete within sixty months of the date of this agreement the design of the project in Section 4.01. This refund will be paid within ninety days of the end of the sixtieth month period.

## **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:

#### CITY

City of Shreveport  
c/o Tom Arceneaux  
505 Travis Street  
Shreveport, LA 71101

#### PARISH

The Caddo Parish Commission  
c/o Erica Richard Bryant  
505 Travis Street, Suite 810  
P.O. Box 1127  
Shreveport, LA 71163-1127

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 provision contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of the Commission, 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. No officer, director, contractor or consultant of the City and/or the Parish shall have any personal liability with respect to the subject matter 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, without giving consideration to any choice of law rules.

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.

**THUS DONE AND SIGNED** on the \_\_\_\_\_ day of \_\_\_\_\_,  
2025 in Shreveport, Louisiana.

WITNESSES:

CITY OF SHREVEPORT

By: \_\_\_\_\_  
Tom Arceneaux, Mayor

\_\_\_\_\_  
  
**THUS DONE AND SIGNED** on the \_\_\_\_\_ day of \_\_\_\_\_,  
2025 in Shreveport, Louisiana.

WITNESSES:

PARISH OF CADDO

By: \_\_\_\_\_  
Erica Richard Bryant, Parish  
Administrator and Chief Executive  
Officer

\_\_\_\_\_  
  
\_\_\_\_\_