

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE CITY OF SHREVEPORT
AND
UNITED WAY OF NORTHWEST LOUISIANA

SHREVEPORT WATER ASSISTANCE PROGRAM**

THIS AGREEMENT (hereinafter referred to as "Agreement") is made as of the ____ day of _____, 2024, by and between the City of Shreveport (hereinafter, "City"), a duly organized municipality of the State of Louisiana, represented herein by Tom Arceneaux, Mayor, and United Way of Northwest Louisiana (hereinafter, "Contractor"), a 501 (c)(3) corporation registered in the State of Louisiana, represented herein by its President, Latoria W. Thomas, duly authorized by Contractor's Board of Directors.

WHEREAS, City operates the Shreveport Water Assistance Program ("SWAP") in an effort to mitigate the impacts of its water and sewer utility bills on persons of low income; and

WHEREAS, City finds that it is in the best interest of its citizens to employ the services of Contractor to assist in the management and administration of the SWAP program under the terms and conditions described herein; and

WHEREAS, the City Council finds that this Agreement serves a public purpose and renders a public service.

NOW, THEREFORE, in consideration for the mutual promises exchanged and acknowledged herein, the parties hereto agree as follows:

1. ADMINISTRATION

The City hereby appoints the Director of Water and Sewerage, or his/her designee, as the department which shall administer the SWAP program and this Agreement on behalf of the City.

2. TERM OF AGREEMENT

The term of this Agreement shall be retroactive to March 12, 2024 (the "Effective Date") and shall continue until December 31, 2026 ("the Termination Date"), unless terminated earlier or extended as provided herein.

This Agreement may be extended for up to two additional three-year terms upon the mutual consent of both parties. Unless either party objects to the extension at least sixty (60) days prior to the expiration date of the current term, the Agreement shall be deemed to have been extended.

3. PROGRAM ELIGIBILITY REQUIREMENTS

In accordance with the City Council's Resolution No. ____ of 2024, adopted on March 12, 2024, the eligibility requirements for persons wishing to be assisted under the SWAP program are as follows:

Eligibility for SWAP is limited to residential customer accounts where the owner/resident/tenant is responsible for paying the water and sewer bill. Individuals who wish to participate in the SWAP program must complete an application to do so and meet certain criteria for acceptance into the program. Proof of enrollment in financial-based governmental assistance programs (SNAP, Medicaid, or LAMoms enrollment documents, eligibility letter, and or budget sheet with proof of income) shall make an individual eligible for SWAP, provided that the individual must be able to show that they reside at the address attached to a specific account for water and sewer service and that they or a member of their immediate household are responsible for payment of the water and sewer bill at that address. Persons who lack any of the credentials listed above are also eligible for the SWAP program, provided that their total household income, adjusted for household size, is no more than 133% of the Federal poverty income guidelines. Contractor shall be solely responsible for establishing and implementing the appropriate means to verify said income. The SWAP benefit is linked to a specific individual. It may be transferred to another residential account if the beneficiary moves to another address. Residents receiving SWAP shall be required to re-qualify for SWAP annually, in a form mutually agreed to by City and Contractor.

In addition, residents who are two or more months past due on their water and sewer accounts may apply to the Department of Water and Sewerage not more than three times per year for partial relief. This relief, at the discretion of the Director of Water and Sewerage or his designee, may include the establishment of a long-term payment plan and, in cases of extraordinary hardship, a partial credit against the past-due balance.

4. SCOPE OF ASSISTANCE

Residents who are accepted into SWAP shall be eligible for a ten per cent (10%) credit applied to their monthly customer and usage charges for water and sewer service. This credit shall not include any past-due amounts or amounts charged for security, solid waste or Safe Drinking Water Act charges. Residents who successfully qualify for the SWAP program on or before the 24th day of each month shall begin receiving their 10% credit on the next month's bill.

5. SCOPE OF SERVICES PROVIDED BY CITY

The City, through its Department of Water and Sewerage, shall ultimately be responsible for the administration of the SWAP program and of this Agreement. As such, they will:

5.1 Assure that the Contractor is aware of and correctly applies the eligibility criteria for SWAP program participation.

5.2 Assist the Contractor in an initial “sign-up blitz”, where the City and the Contractor jointly staff an effort to go out into various parts of the City to encourage eligible residents to apply for SWAP eligibility.

5.3 Be the final arbiter in cases where the Contractor is unclear as to whether an individual is in fact eligible for SWAP assistance.

5.4 Once the initial blitz is complete, City will assist Contractor, when needed, with determining whether an individual is eligible for SWAP assistance, by providing customer billing information as necessary to determine if the applicant is actually responsible for SWAP assistance.

5.5 Receive a list (on approximately the 25th of each month) monthly from Contractor of all individuals who are currently certified to receive SWAP assistance in the next billing cycle, together with the billing address associated with each individual.

5.6 The City will then calculate the 10% credit available to each customer and, at the end of the billing month, request the Contractor to submit an invoice equal to the sum of those credits, plus a 15% administrative fee as well as an invoice to the Contractor for the amount equal to the sum of the credits, without the administrative fee included. Upon receipt of said invoice, the City will pay the Contractor the invoice amount.

5.7 Use the funds remitted from the Contractor to give eligible SWAP participants the 10% credit on their water and sewer bills.

5.8 Maintain records sufficient to determine how many customers are being assisted each month and the amounts being credited.

5.9 Work with customers who may or may not meet the income guidelines of the SWAP program, but who have experienced difficulties in paying their water and sewer bills due to exigent circumstances. Assistance may include the establishment of a payment plan or, in extraordinary circumstances, bill credits in excess of the 10% allowed under the regular SWAP program.

6. SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR

The Contractor shall have day-to-day responsibility for the operation and administration of certifying the eligibility of individuals for SWAP program assistance. As such they will:

- 6.1** Perform all duties in accordance with the provisions of this Agreement.
- 6.2** Assist the City in an initial “signup blitz”, where the City and the Contractor jointly staff an effort to go out into various parts of the City to encourage eligible residents to apply for SWAP eligibility.
- 6.3** After the initial signup blitz, be the primary point of contact with individuals requesting to be certified as SWAP-eligible.
- 6.4** Develop a web-based signup process to allow residents with computer capabilities to apply for SWAP online.
- 6.5** Staff the Contractor’s 211 telephone number with employees who are capable of determining whether an individual is eligible for SWAP assistance and, if so, to assist them in the application process.
- 6.6** Provide community outreach sufficient to assure that SWAP applications are available in locations where customers might be likely to visit, such as locations which currently accept utility payments, libraries, recreation centers and other locations at Contractor’s discretion or at the suggestion of the City.
- 6.7** Work with the City, community organizations, social services agencies and local media outlets to raise awareness of the SWAP program and its eligibility requirements.
- 6.8** Offer counseling and support services to help SWAP-eligible individuals manage their financial expenses, including but not limited to referrals to the Financial Empowerment Center.
- 6.9** Assist clients who are SWAP-eligible but who may be eligible for other governmental programs or other assistance programs offered through the private or non-profit sectors to apply for and receive aid from those programs.

7. PAYMENTS

The flow of funds under this Agreement shall be as described herein. The City will prepare a monthly list of all customers being assisted that month by the SWAP program and the total amounts (“Monthly Assistance Amount”) to be credited to all such customers for the month. The City will, from its Water and Sewerage Fund, remit to the Contractor a sum

equal to 115% of said amount, in full satisfaction of its financial obligations to Contractor for that month. Contractor shall, in turn, remit to the City a sum equal to the Monthly Assistance Amount, which the City shall apply to the accounts of all SWAP program participants. The Contractor shall be entitled to retain the 15% administrative fee to use to cover all of its costs associated with project administration. Both parties shall remit their respective payments in a timely manner. Failure to do so is grounds for suspension or termination of this Agreement.

8. PERFORMANCE MONITORING/ACCESS TO RECORDS

The City shall have the unlimited right to monitor the Contractor's performance under this Agreement and to assure that all of the Contractor's responsibilities are met in accordance with the terms of this Agreement. The City and its representatives, or any other agency duly authorized by the City, shall have the right to access any of the Contractor's pertinent records to make audits or other inquiries. All requests for information must be submitted to the Contractor at least seven (7) days before the examination is to occur.

Contractor acknowledges that client information collected under this Agreement is private and the use or disclosure of such information when not directly connected with the administration of this Agreement is prohibited. The City shall be promptly notified in writing of all requests for disclosure of information relative to the services covered under this Agreement. The City's prior written consent to release any such information must be obtained by the Contractor before any such information is released. This section shall survive termination of this Agreement.

All records pertinent to this Agreement must be retained by the Contractor for a minimum of three (3) years after the Agreement is terminated or expires, or, in the case of audit findings, for three (3) years after the audit findings have been resolved.

The books, records, and documents of the Contractor, insofar as they relate to the services performed or money received under this Agreement shall be subject to audit at any reasonable time and upon reasonable notice by the City or its duly appointed representatives.

9. DEFAULTS AND REMEDIES

9.1 Acts of Default: Any of the following shall constitute an event of default under this Agreement:

9.1.1 If the Contractor fails to perform the services outlined in this Agreement in a professional and timely manner.

9.1.2 If either party fails to remit the amounts described in Section 7 of this Agreement within fifteen (15) days of said payment being requested by the other party.

9.1.3 If Contractor voluntarily files for bankruptcy, reorganization or any other insolvency proceedings or is found to be insolvent in an involuntary bankruptcy proceeding.

9.1.4 If the Contractor fails to maintain the insurance coverage as required in this Agreement.

9.1.5 If the City fails to appropriate the funds necessary to pay the Contractor the amounts it owes pursuant to Section 7 herein.

9.2 Notice of Default: If either party commits an event of default or fails in any way to comply with Federal or State statute or local laws or regulations pertinent to this Agreement, or the terms and conditions of this Agreement, the other party may issue a Notice of Default setting forth the events of default and requiring a written response to the other party within five (5) days from the issuance of the Notice of Default

9.3 Opportunity to Cure: An event of default shall be deemed to have occurred upon failure to cure any event of default within fifteen (15) days following receipt by either party of a Notice of Default. Contractor may be granted such additional time as the other party deems necessary to correct the fault, as long as the other party is pursuing an appropriate remedy in a diligent manner.

9.4 Remedies for Non-Compliance: Should an event of default occur by the Contractor and is not cured in a timely manner, the City may, at its option take appropriate actions, including but not limited to, temporarily withholding payments to the Contractor, terminating the contract or such other remedies as may be deemed appropriate by the City.

10. TERMINATION OF AGREEMENT

10.1 Suspension or Termination: The City may suspend or terminate this Agreement in whole or in part if Contractor fails to comply with any terms and conditions of this Agreement or upon the occurrence of any event of default or any other breach of this Agreement or for cause.

10.2 Termination for Cause: Unless a shorter period is specified hereunder, either party may, after giving at least fifteen (15) days written notice, terminate the Agreement in whole or in part for cause pursuant to an Event of Default as outlined above.

Such termination shall not relieve the breaching party of any liability to the other party for damages sustained by virtue of any breach of the Agreement by the breaching party.

10.3 Termination for Bankruptcy: The City shall have the right, at its option, to immediately cancel and terminate this Agreement if a petition for bankruptcy is filed by the Contractor, if it is adjudged bankrupt in an involuntary proceeding or if a valid lien or privilege is filed against its interest.

10.4 Termination for Convenience: This Agreement may be terminated for convenience by either party, either in whole or in part, by setting forth the reasons for such termination, the effective date (which, except as provided herein, must be at least sixty (60) days from the date of notice, except in the case of violation of the terms of this Agreement or violations of local, State or Federal law) and, in the case of partial termination, the portion to be terminated.

10.5 Termination for Non-Appropriation of Funds: Both parties acknowledge that this Agreement may be terminated without penalty if funds to pay the Contractor are not appropriated in the City's annual budget.

11. CONFLICTS OF INTEREST AND PROHIBITED USE OF FUNDS

No officer, employee or agent of the Contractor may solicit or accept gratuities, favors or anything of monetary value from any party in exchange for the performance of their job duties. Specifically, no officer, employee or agent of the Contractor shall accept anything of monetary value or imply that the payment of any gratuities or favors are required in order to certify that an individual is eligible to receive SWAP program benefits.

None of the funds or services provided or obtained directly or indirectly under the terms of this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

12. GENERAL PROVISIONS

12.1 Approvals: The City is not bound by this Agreement until it is approved by the City Council and signed by the Mayor.

12.2 Modifications and Amendments: This Agreement: This Agreement may only be modified by a written amendment which has been approved in accordance with City procedures and signed by both parties.

12.3 Non-Discrimination: Contractor agrees and assures that no person shall be excluded from participation, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin or any other classification which is in violation of applicable law.

12.4 No Agency: This Agreement will not be construed as creating or implying any relationship of agency, franchise, partnership or joint venture between the parties.

12.5 Service of Process: Each party hereby consents to service of process in any action between the parties arising in whole or in part or in connection with this Agreement in a manner permitted by Louisiana law.

12.6 Venue: The venue of any litigation arising under this Agreement shall be the First Judicial District Court, Caddo Parish, Louisiana, or the United States District Court for the Western District of Louisiana.

12.7 Force Majeure: Neither party shall be liable for nonperformance (other than of obligations regarding payment of money or confidentiality) caused by any event reasonably beyond the control of such party that severely limits or restricts its ability to perform its responsibilities under this Agreement, including, but not limited to pandemic, epidemic, war, revolution, riots, civil unrest, national emergency, strikes, lockouts, fire, flood, earthquake, force of nature, explosion or any Act of God, or any law, proclamation, regulation, ordinance or any other act or order of any court, government or governmental agency.

12.8 Religious Activity: Contractor may not use any of the funds provided under this contract to support or in any way provide any religious or sectarian activity.

12.9 Severability: If any provision of this Agreement shall be deemed invalid or unenforceable, such invalidity or unenforceability shall not render the entire Agreement invalid. Rather, the Agreement shall be construed as if not containing the particular invalid or unenforceable provision and the rights and obligations of each party shall be construed and enforced accordingly.

12.10 Assignability: The Contractor may not assign this Agreement or any interest herein and shall not transfer any interest in the same without the prior written consent of the City.

13.INSURANCE

13.1 Unless otherwise waived by the City's Risk Manager, Contractor shall, at its own expense, provide and maintain certain insurance in full force and effect at all times during the term of this Agreement and any extensions thereto. Such insurance, at a minimum, must include the following coverage and limits of liability:

Commercial General Liability: Combined single limit of \$1,000,000 per occurrence and \$1,000,000 annual aggregate. **This policy must be endorsed to name the City as an additional insured.**

Commercial Auto Liability: Including hired, rented or non-owned automobiles, in an amount not less than \$500,000 combined single limit. **This policy must be endorsed to name the City as an additional insured.**

Worker's Compensation: As required by the laws of the State of Louisiana in a minimum amount of \$1,000,000. This policy shall contain an Other States Coverage Endorsement. The Certificate of Insurance evidencing this coverage shall include the following statement in the "remarks" section: This policy for worker's compensation protects all members of the insured organization, including an employee, sole proprietor, a partner or bona fide officer of the insured organization, and all employees.

13.2 Who May Provide Coverage: All coverage required by this section shall be effective under insurance policies issued by solvent insurance carriers qualified to do business in the State of Louisiana and having an A. M. Best Company rating of B+VII or better. This rating requirement will be waived for the Worker's Compensation coverage only.

The City reserves the right to inspect any and all insurance policies required pursuant to this Agreement prior to commencement of the services specified in the Agreement and at any time thereafter.

13.3 Proof of Insurance Required: Proof that the required insurance coverage exists shall be furnished to the City by means of Certificate(s) of Insurance in a form acceptable to the City before any work under this Agreement begins. Each certificate shall name the City as an additional insured where required herein and include a provision that, in case of cancellation or any material change in the coverage stated that the City shall be notified thirty (30) days prior to such change or cancellation.

Failure to provide adequate evidence of insurance or failure to maintain the insurance as required by the City shall be grounds for terminating this Agreement, at the option of the City. Such failure shall be considered as a material breach of this Agreement and shall not be waived by the City.

13.4 Insurance Terms:

Waiver of Subrogation: Contractor and all of its insurers shall, in regard to all of the insurance required herein, waive all right of recovery or subrogation against the City or any of its officers, agents, employees and insurance carriers.

Litigation: Both parties agree to give the other party prompt notice in writing of the institution of any suit or proceeding and permit the other party to defend same and will give all needed information, assistance and authority to do so.

Safety Compliance: Contractor shall be responsible for compliance with all safety rules and regulations of the Federal OSHA and those of any and all applicable State, local or Federal regulations during its performance under this Agreement. The City shall indemnify the City for any fines, penalties and corrective measures resulting from the Contractor's failure to comply with these requirements.

Deductibles: The payment of any deductible specified by this section shall be the Contractor's full responsibility to pay. No policy issued to meet these requirements shall in any way be construed to mean that the City has any obligation to pay the premium.

Legal Rights: Insurance coverage as required in this section shall not relieve Contractor of any liability under this Agreement, nor shall it preclude the City from exercising any rights or taking such other actions available to it under any other provisions of this Agreement or applicable law.

14. INDEMNIFICATION

Contractor agrees and does indemnify, defend and hold the City, its officials, agents, servants and employees harmless from and against any and all claims, demands, judgments, cost and expenses whether direct, indirect or consequential, and including, but not limited to, all fees, expenses and charges of attorneys and other professionals, as well as court costs and expenses, for injury, including death or personal injury and property damage, arising out of, in connection with or resulting from the performance of services under this Agreement and caused in whole or in part by any act, error, or omission of Contractor, its officers, agents, servants and employees working on the tasks included in this Agreement, regardless of whether or not caused in part by any party or person indemnified hereunder.

15. NOTICES

All notices or submission of material required or permitted under the terms of this Agreement shall be sent in writing at the following addresses:

If to the City:

City Of Shreveport
Department of Water and Sewerage
505 Travis Street
Shreveport, LA 71101

If to the Contractor:

United Way of Northwest Louisiana
820 Jordan Street, Suite 370
Shreveport, LA 71101

EXECUTING SIGNATURES

WITNESSES:

UNITED WAY OF NORTHWEST LOUISIANA

LaToria W. Thomas, President

WITNESSES:

CITY OF SHREVEPORT

Tom Arceneaux, Mayor
