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**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF SHREVEPORT,  
THE CITY OF BOSSIER CITY AND THE CADDO-BOSSIER PARISHES PORT  
COMMISSION REGARDING EMERGENCY WATER SERVICE TRANSFER**

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This Cooperative Endeavor Agreement (the "Agreement") is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date") by and between

**CITY OF SHREVEPORT**, a political subdivision of the State of Louisiana, with its physical address at 505 Travis Street, Shreveport, Louisiana 71101, represented and appearing herein through its Mayor, Thomas M. Arceneaux, hereinafter referred to as "Shreveport"; and

**CITY OF BOSSIER CITY**, a political subdivision of the State of Louisiana, with its physical address at 620 Benton Road, Bossier City, Louisiana 71111, represented and appearing herein through its Mayor, Thomas H. Chandler, hereinafter referred to as "Bossier City"; and

**CADDO-BOSSIER PARISHES PORT COMMISSION**, a political subdivision of the State of Louisiana, with its physical address at 6000 Doug Attaway Boulevard, Shreveport, Louisiana 71115, represented and appearing herein through its Executive Port Director, Eric England, hereinafter referred to as "The Port".

Shreveport, Bossier City, and The Port may be referred to sometimes hereinafter collectively as the "Governmental Entities" or "Parties".

**RECITALS**

**WHEREAS**, Article VII, Section 14 of the 1974 Constitution of the State of Louisiana states, "[f]or a public purpose, 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";

**WHEREAS**, the tenants located at The Port generate hundreds of millions of dollars in the annual production of commodities, including but not necessarily limited to, steel, agricultural products, aggregate, frac media, paper, and petrochemical products at The Port's Industrial Complex; and

**WHEREAS**, the perpetual and constant access to industrial water is critically important in the production process of The Port's tenants, directly affecting production efficiency, product quality and economic growth as well as safety of the workers at The Port and the general public; and

**WHEREAS**, the Governmental Entities desire to implement redundant sources of water to mitigate the potential disruption of water access by providing an emergency waterline connection for the tenants located at The Port, (the "Project"); and

**WHEREAS**, the Governmental Entities have developed Standard Operating Procedures (the “SOP”) to effectuate the emergency water service transfer to and from the water mains of Bossier City and Shreveport for the purpose of providing continuous water service to the tenants located at The Port; and

**WHEREAS**, it would be economically beneficial to The Port’s tenants and the Governmental Entities to mitigate the disruption of water access by installing an emergency waterline connection; and

**WHEREAS**, the Governmental Entities hereto are authorized by law, specifically La. Const. Art. 7 §14 of 1974; Title 33 and Title 34 of the Louisiana Revised Statutes, to enter into this Agreement; and

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

**WHEREAS**, 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: 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 Project. The undertakings of the Governmental Entities described herein represent the cooperative use of funds and resources associated with the Project.

**SECTION 1.03: Term.** The provisions of this Agreement shall remain binding upon the respective parties hereto and their successors in office and shall be in effect for a period of Ninety-Nine (99) years commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 2123. Notwithstanding the foregoing, this Agreement may be terminated for cause by either Party to this Agreement upon delivering ninety (90) days written notice to the Non-Terminating Parties to this Agreement. For the purposes of this Section, the term “cause” means a substantial and continuous breach of the terms and conditions of this Agreement.

## **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 or resources because the parties expect the use of the funds and/or resources will greatly enhance the Governmental Entities’ ability to mitigate the

disruption of water access for the tenants located at The Port; 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 and/or resources will facilitate the completion of the Project 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 their respective obligations delineated hereunder.

### **ARTICLE III: GOVERNMENTAL ENTITIES OBLIGATIONS**

**SECTION 3.01: Emergency Water Service Transfer.** Except as otherwise provided in Section 3.03 of this Cooperative Endeavor Agreement, in the event water service to the tenant(s) of The Port is disrupted or compromised to the extent the operations of the tenant(s) are adversely impacted, the Executive Port Director shall provide immediate notice to the Governmental Entities and shall initiate the SOP as provided herein. Conditions which shall necessitate such emergency action include but are not limited to the following: water pressure in either the Shreveport or Bossier City water system falls below 30 psi or the interruption of the flow of water from the Shreveport or Bossier City water systems. In such event, the Executive Port Director or his designated representative shall provide notice to the Government Entities via telephone or text message of the intent to execute the transfer to and from the water mains of Bossier City and Shreveport for the purpose of maintaining continuous water service to tenant(s) of The Port pursuant to the procedures, more particularly described in the SOP, attached hereto as Exhibit "A", as though copied herein *in extenso*. A "boil advisory" shall be issued to the tenant(s) of The Port by the appropriate Governmental Entity upon the initiation of the SOP.

**SECTION 3.02: Execution of SOP.** Upon receiving notice from any tenant(s) of The Port or from any instrument, sensor, or Wi-Fi or cellular monitoring device, of any condition that has caused or is likely to cause disruption in water service to the tenant(s) of The Port, the Governmental Entities shall immediately notify the Executive Port Director by telephone or text message and shall, within one (1) hour of said notice, dispatch the appropriate personnel to the site of the water main described in the SOP to observe the execution of the valving plan by the Executive Port Director or his designated representative.

**SECTION 3.03: Monitoring.** Shreveport and Bossier City shall continuously monitor their respective water systems to ensure water service is consistently maintained for the operational processes for the tenant(s) of The Port. In the event the pressure in either system falls below 40 psi and prior to the execution of the procedures delineated in the SOP, Shreveport and Bossier City shall promptly investigate the cause of the diminished water pressure and provide notice to each party to this Agreement. Upon determining the water pressure, in either system, will continue to decrease below 30 psi, the Governmental Entities shall immediately proceed with the execution of the SOP pursuant to Section 3.01 and Section 3.02 hereof.

**SECTION 3.04: Water Quality Standards.** In the event the water systems of Shreveport or Bossier City fail to meet the primary federal and state water quality standards, or otherwise adversely affect the operations of the tenant(s) of The Port, the Executive Port Director or his designated representative shall have the authority to retain the services of a Louisiana Department of Health (“LDH”) Certified Operator to execute the applicable procedures of the SOP.

**SECTION 3.05: Billing.** The Port will be billed by Shreveport and/or Bossier City for water usage during the emergency transfer at inside city rates based upon the Mag-Meter Readings delineated in the SOP. The Port will be responsible for remitting payment to Shreveport and/or Bossier City based upon the billing derived from the Mag-Meter Readings. Notwithstanding the foregoing, The Port shall be reimbursed by Shreveport and/or Bossier City for any payments remitted in accordance with the Mag-Meter Readings.

**SECTION 3.06: Resumption of Normal Operations.** When a minimum of 40 psi is sustained in the affected water system for at least 48 consecutive hours following the execution of the SOP, normal water system operations shall be resumed. The Executive Port Director shall immediately provide notice to the Governmental Entities when normal water system operations have been achieved.

**SECTION 3.07: Connection of the Emergency Water System Interconnections.** Emergency water service delivered from the Shreveport or Bossier City water systems to the tenant(s) of The Port shall be limited to two (2) million gallons per day, unless otherwise approved by the Mayors of Shreveport and/or Bossier City.

**SECTION 3.08: Limited Emergency Supply.** Shreveport and/or Bossier City shall use their best efforts to supply the tenant(s) of The Port with emergency water within the scope of the Agreement. The Port acknowledges Shreveport and Bossier City may have water supply needs in addition to providing emergency water service to the tenant(s) of The Port. Accordingly, should the operation of the emergency interconnection fail as a consequence of unforeseen circumstances, force majeure or other widespread condition, there shall be no liability imputed against Shreveport or Bossier City by the Port should they be unable to supply emergency water service to the tenant(s) of The Port.

**SECTION 3.09: Administration.** The signatories to this Agreement are 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 3.10: 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, the rules and regulations of the Louisiana Department of Health, the Louisiana Department of Environmental Quality and will remain current in maintaining all licenses and permits for the operation of the respective water systems of Shreveport and Bossier City to be operated

pursuant to this Agreement. The Governmental Entities will ensure the Project operates and meets minimum technical and administrative requirements in accordance with the National Pollution Discharge Elimination System ("NPDES") and/or Louisiana Water Discharge Permit System ("LWDPS") permit.

## **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:

**SHREVEPORT:**

City of Shreveport  
c/o Thomas M. 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

**THE PORT:**

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

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 FedEx; by facsimile or electronic mail 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 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.

**SECTION 5.10: Assignment.** This Agreement is not assignable or transferable by the Parties.

**SECTION 5.11: Review and Audit of Records.** The Governmental Entities agree to maintain financial records pertaining to all matters relative to this Agreement in accordance with the standard accounting principles and procedures and retain all of its records and supporting documentation applicable to this Agreement for a period of three years, except as follows:

- A. Records that are subject to audit findings shall be retained for three years after such findings have been resolved; and
- B. All such records and supporting documentation shall be made readily available, upon request, for inspection or audit by representatives of the Governmental Entities.

The Parties shall permit their designated representatives to inspect all records and financial statements related to this Agreement as well as other records that may be required by relevant directives.

**SECTION 5.12: Entire Agreement.** This Agreement, together with any exhibits hereto, constitutes the entire agreement by and between the Parties and supersedes any other agreement, whether written or oral, that may have been made or entered into by the Governmental Entities relating to the matters contemplated hereby.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective as of the day and year first written above.

**CITY OF SHREVEPORT**

By: \_\_\_\_\_  
Thomas M. Arceneaux, Mayor

**CITY OF BOSSIER CITY**

By: \_\_\_\_\_  
Thomas H. Chandler, Mayor

**CADDO-BOSSIER PARISHES PORT  
COMMISSION**

By: \_\_\_\_\_  
Eric England, Executive Port Director