

AGENDA  
City of Monroe

LEGAL & REGULAR SESSION – DECEMBER 23, 2024, 5:00PM  
CITY COUNCIL CHAMBERS CITY HALL

I: ROLL CALL AND DECLARE QUORUM:

II: INVOCATION & PLEDGE OF ALLEGIANCE – MR. MCFARLAND:

III: COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

1. Mr. Harvey
2. Mrs. Ezernack
3. Ms. Woods
4. Mr. McFarland
5. Mr. Muhammad
6. Mayor Ellis

IV: APPROVE MINUTES OF THE LEGAL AND REGULAR SESSION OF DECEMBER 10, 2024:  
(PUBLIC COMMENTS)

V: PRESENTATIONS:

- 1) FISCAL YEAR AUDIT PRESENTATION  
Allen, Green & Williams, LLP – Certified Public Accountants
- 2) WATER FUND REPORT & RATE RECOMMENDATION  
Stacy Rowell, Director of Administration

VI: PUBLIC HEARINGS:  
NONE.

PROPOSED CONDEMNATIONS:  
(Public Comment)  
None.

VII: ACCEPTANCE OR REJECTION OF BIDS:  
(Public Comment)  
None.

VIII: RESOLUTIONS AND MINUTE ENTRIES:

1. Council:

Public Comment:

(a) Adopt a Resolution approving a Cooperative Endeavor Agreement with Power Tools For At Risk Youth and further providing with respect thereto.

2. Department of Administration:

Public Comment:

(a) Consider eleven (11) Renewal Applications for a New 2025 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.

(b) Consider four (4) Renewal Applications for a New 2025 Class B Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.

(c) Consider one (1) Renewal Applications for a New 2025 Class G Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.

(d) Consider an Application by Trove, LLC dba The Trove, 2252 Tower Drive Ste. 103, Monroe LA 71203 for a New 2025 Class B Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupy Cleared)

(e) Adopt a Resolution authorizing the renewal purchase of Artic Wolf Managed Cybersecurity Licenses and Software and further providing with respect thereto.

3. Department of Planning & Urban Development:

Public Comment:

(a) Adopt a Resolution approving a Cooperative Endeavor Agreement with the Louisiana Department of Health and further providing with respect thereto.

4. Legal Department:

Public Comment:

None.

5. Mayor's Office:

Public Comment:

(a) Adopt a Resolution approving a Memorandum of Understanding by and between the City of Monroe and St. John the Baptist Parish and further providing with respect thereto.

(b) Adopt a Resolution approving a Cooperative Endeavor Agreement to seek Raise Grant Program Funding for passenger rail terminals and further providing with respect thereto.

6. Department of Public Works:

Public Comment:

None.

7. Department of Community Affairs:

Public Comment:

None.

8. Police Department:

Public Comment:

(a) Adopt a Resolution approving a Subrecipient Agreement between the City of Monroe and the Ouachita Parish Police Jury for the Senior Citizen Initiative Unit and further providing with respect thereto.

9. Fire Department:

Public Comment:

None.

10. Engineering Services:

Public Comment:

None.

BREAK IF NEEDED:

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:

(a) Introduce an Ordinance Establishing Comprehensive Violent Crime Victims' Rights and a Notification System for the City of Monroe and further providing with respect thereto. (Muhammad)

(b) Introduce an Ordinance renaming East Street to Coach Ray Gambino Way and further providing with respect thereto.

X: RESOLUTIONS AND ORDINANCES FOR SECOND READING AND FINAL ADOPTION AND SUBJECT TO PUBLIC HEARING:

Open Public Hearing/Public Comment/Close Hearing:

None.

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.

City Hall, Monroe, Louisiana  
December 10, 2024  
6:00p.m.

The Honorable Chairman Juanita G. Woods, called the meeting to order. She then asked the clerk to call roll.

There were present: Mrs. Ezernack, Ms. Woods, Mr. McFarland, & Mr. Muhammad

There was absent: Mr. Harvey

Chairman Woods announced that a quorum was present, and that the Invocation and the Pledge of Allegiance would be led by Mr. Muhammad or his designee.

The Invocation was led by Pastor Lenard Montgomery New Faith Missionary Baptist Church.

COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

(1) Mrs. Ezernack said good evening and welcomed everyone to tonight's meeting. She thanked Pastor Montgomery for an inspiring invocation. She noted it was very well said, and they all took it to heart.

(2) Mr. McFarland acknowledged the Jr. Builders, and he stated he has four book boxes coming up next week. He said they are still trying to schedule a time at Barkdull Faulk Elementary, but all his presentations will be on Monday. He said the first one will be at Clara Hall at 9:00 am December 16<sup>th</sup>, Thomas Jefferson at 10:00 am, and J.S. Clark at 12:00 pm. He thanked everyone who exercised their right to vote on the election. He said stay focused on the main thing and recognize that the tax that was passed doesn't begin until 2029.

(3) Mr. Muhammad thanked all the citizens that stood with the Council concerning the tax. He stated the tax passed 59 to 41 and they will continue to make sure citizen's tax money will be spent properly. He thanked District 5 and particularly those in South Monroe for taking time to vote. He thanked the community for attending the Community/Listening meeting at Prince Hall in King Oaks. He said it was well attended, and he thanked Mr. Louis Tolliver, Director of Public Works, for coming out. Lastly, he said the Administration have to be more transparent about murders and homicides in the City. He stated there was a homicide on Breece Circle and he got the information from the community. He said he had to verify it with the Police Department, and he thinks that it should be the other way around. He further stated they would put a resolution together that requires the Administration to report crime in the community. He said it's not reaching media or tv and the City has had three murders and one critical shooting in Oak Manor. He said the City has a crime problem, but they are going to require the Administration to begin to report to the Council what is going on.

(4) Chief Jimmie Bryant, Chief Operating Officer, sitting in for Mayor Friday Ellis noted there were no communications from the Mayor.

(5) Ms. Woods stated if your phones are on she is asking everyone to mute them at this time and kind of reframe from talking to their neighbor during the meeting. She announced her meet and greet that she does once a month; whether they need it or not, to bring people together to talk about what is on their minds and for her to listen. She said she brings someone from the Administration to have conversations and give them the opportunity to meet people in the community. She said the next meeting will be the Christmas holiday meet and greet December 19<sup>th</sup> from 10:00 am until noon at the Powell Street Recreation Center. She said there is a toy drive that will be December 21<sup>st</sup> at the Powell Recreation Center, and it is an opportunity to help children who are less fortunate than others. On another note, she stated she has a challenge, her feelings are hurt, and she said she had a resident that was injured in the Powell Street Community Center parking lot. She said it has been about a week ago and she fell because of the holes in the parking lot. She said Mr. Morgan McCallister, City Engineer, assured her he was aware, and measures were going to be taken. She said she trust him because she believes in him. She said the thing that is most disturbing is that not only are the holes still there, but it's pitch black. She said you can fall because you can't see when you are walking to your car in the parking lot. She said the lady that fell was in her 70's and she fell on her hands and knees, and she had to go to the hospital. She noted the community centers are here for the community and when the community have events at the centers in the evening

there are no lights; it's problematic for the City. She said at the end of the day they have the liability that goes on with it because it is their parking lot. She said she is disturbed because one week later there are still no lights and she said even if they can't fix the parking lot someone should have called Entergy to have lights put up. She said in her mind that is unacceptable. She read into the minutes a statement:

#### A Message of Assurance and Commitment

As your Monroe City Council Chairlady, alongside Councilmen Rodney McFarland, Sr., and Verbon Muhammad, Sr., representing Districts 3, 4, and 5, we want to assure you that our commitment to fighting for the equal and fair distribution of funding for East and South Monroe remains unwavering.

While the recent tax proposal did pass without the necessary revisions we would have liked to have seen, please do not be dismayed. We recognize your concerns and stand firm in our resolve to collaborate on alternative strategies that will bring about the facelifts and improvements our districts deserve and so desperately need in comparison to other areas of Monroe. Our shared vision for the growth and prosperity of our communities remains at the forefront of our efforts.

We extend our heartfelt gratitude to those who exercised their right to vote and stood firm in requiring revisions to ensure fairness and equity. Your voices have been heard, and your advocacy inspires us to push harder for what is right.

Please know that we are working tirelessly and diligently to explore innovative solutions that will benefit all our residents. Together, we will continue to strive for progress and positive change.

She noted it is with gratitude and determination that she, Juanita Woods Chairman of the Monroe City Council accept these responsibility and that is why her feelings are hurt. She said there is no reason why they haven't done something to that public facility. She questioned if they are waiting for the next person to fall, and her commitment is they are going to do the right thing. She yielded her remaining time to Mrs. Ellen Hill to announce upcoming events that she has planned for the City.

Mrs. Ellen Hill, Director of Planning and Urban Development, wanted the entire community to know on Thursday at 2:00 pm they are hosting a virtual public hearing. She said on the City's website go to community development and they will be able to click on the link that says click here to join the meeting. She said if for some reason members of the community can't join they will record the session. She noted they are in the process of gathering public comment for the HUD consolidated plan and every five years it allows them to engage the community in getting ideas and input on how they should invest the public dollars that HUD entrust the City with every year. She said the following week on Thursday, December 19<sup>th</sup> at 3:00 pm they are recruiting specifically landlords, and she said the funding they have through the lead hazard grant allows them to work on rental properties. She said they are looking for landlords who rent to families with young children for them to test for lead and other household hazards. She said it doesn't cost the landlord anything because the focus is on the family. She said they are looking for landlords with property in Monroe or in West Monroe adjacent to the community center who are interest in enrolling their property in this program. She said it will be at the Public Safety Center registration isn't required but they have to attend in order to sign up for the program.

Ms. Woods reiterated if you are living in somebody's rental property, and you need something done to that house that you are living in have your landlord go to this meeting. She said if you are a renter the City need you to encourage your landlords to go to this meeting because it will benefit them.

Mrs. Hill said it's for children six or younger whether they reside in the home or visit over the course 60 hours in a year. She said whether the child is related to you or not are eligible for this program.

Ms. Woods said if there is free money out there they definitely want to take advantage of that and if you know someone tell them to and pass the word.

Upon motion of Mr. McFarland and seconded by Mr. Muhammad, and the minutes of the Legal and Regular session of December 10, 2024, were unanimously approved. (There were no public comments.)

Presentation: Fiscal Year Audit Presentation Allen, Green, & Williams, LLP – Certified Public Accountants. The Chairman stated the audit presentation that was scheduled for this meeting will be rescheduled to the next City Council Meeting December 23, 2024, at 5:00 p.m. She further stated Mr. Green is under the weather and unable to be here tonight. She said they gave him the opportunity to reschedule and to keep him lifted up in prayer.

ACCEPTANCE OR REJECTION OF BIDS:

(a) Upon motion of Mr. McFarland, seconded by Mrs. Ezernack and unanimously approved Resolution No. 8860 accepting the bid of Tom Meagher, Inc. d/b/a Guidry's Uniform for Monroe Fire Department uniforms and further providing with respect thereto. (There were no public comments.)

RESOLUTIONS AND MINUTE ENTRIES:

Department of Administration:

(a) Upon motion of Mr. McFarland, seconded by Mr. Ezernack and unanimously approved to consider four (4) Renewal Applications for a New 2025 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (There were no public comments.)

(b) Upon motion of Mr. McFarland, seconded by Mr. Muhammad and unanimously approved to consider one (1) Renewal Application for a New 2025 Class B Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (There were no public comments.)

Department of Community Affairs:

(a) Upon motion of Mr. McFarland, seconded by Mr. Muhammad and unanimously approved Resolution No. 8861 authorizing a Cooperative Endeavor Agreement with Free Me Association d/b/a Monroe City Academy League (MCAL) and further providing with respect thereto.

Mr. Ray Wright, Director of Parks and Beautification, noted he wanted to give the Council some numbers from what he has been seeing because he has had a chance to interact with them personally. He said football season they had roughly 900 athletics among all denominations. He said they have five hundred for basketball, 115 soccer athletes, campers, and 500 athletes cycled through the camps. He said this is the City property behind Carroll, Benoit, Saul Adler, and Powell. He said the purpose of culture is to drive the behaviors that win a team's culture isn't defined by words alone it's forced by the standards they set and the expectations they uphold this group does.

Mr. Tre Hunter piggybacked off of Mr. Wright and he said he definitely appreciated him, those who support the league, their Council persons, and the Administration. He said saving the youth from crime and underprivileged situations that a lot of them come from in the area is definitely a driving force. He said it is not just them being sports minded, but this is them literally them growing, grooming, and healing their community. He said the more they support and pass on the word the bigger and better they are going to get.

Mr. Tyree Hollins presented the City Council with MCAL merchandise that service each of their community centers in their districts.

Ms. Woods commended Mr. Hunter and Mr. Hollins on the seriousness of the work that they do because truly they are making a difference in the community. She said they are doing amazing work, and she appreciated the parents being involved as well.

Mr. Muhammad echoed Ms. Woods, and he stated he remembers when MCAL started and how they were coming here to sell the vision of what they wanted to do. He said he noticed they were persistent and didn't give up. He commended them for that, and he said these young people are an example where they can take their energy from out of these streets to what they all are doing.

Mr. McFarland noted he would echo the same and he said Mr. Hollins is doing an outstanding job. He said everyone who helps with the staff is excellent and he is more than happy that 3 of the Council will give \$2,000 out of their funds to the program. He said there was no second thought

whatsoever about doing that. He wanted to know if it is a conflict of interest with his seven year old being a part of MCAL.

Mr. Creekbaum noted participation in a generally accepted league is not a conflict.

Fire Department:

(a) Upon motion of Mr. Muhammad, seconded by Mr. McFarland and unanimously approved Resolution No. 8862 authorizing the City of Monroe to apply for and accept an Assistance to Firefighters Grant from FEMA for positive pressure ventilation fans and further providing with respect thereto. (There were no public comments.)

RESOLUTION AND ORDINANCES FOR SECOND READING AND FINAL ADOPTION AND SUBJECT TO PUBLIC HEARING:

Mr. Creekbaum stated for the record this Ordinance was amended at the last meeting to prohibit adult use as a condition of the zoning. He said that it was included in the revised ordinance in the packet. He said for anyone that watched the last meeting the ordinance before the Council tonight contains that restriction.

The Chairman Open the Hearing and seeing no one come forward the Hearing was Closed.

(a) Upon motion of Mrs. Ezernack, seconded by Mr. Muhammad and unanimously approved Ordinance No. 12,252 approving an application by Crest Construction to rezone certain property (5.47), amending the Zoning Map for the City of Monroe, and further providing with respect thereto. (There were public comments.)

Citizen's Participation:

(1) Ms. Brenda Joyce Williams, 502 Carlton Ave., said her concern is the area that she lives in. There are many overgrown, neglected properties, and slumlords and she said she has given the Council pictures and addressed showing dilapidated, burned houses, and buildings that are havens for squatters. She said she is pleased to see that wholesome bread thrift store has been torn down and her concern is how long the debris is going to still be on the parking lot. She noted there are also rotting trees hanging over Lee Avenue, South Grand, and Jackson Street that need to be cut down and vines hanging across streets from the utility poles and curbs with dirt build up. She further noted the median on Lee Avenue use to have signs that said no parking in the median most of those signs are all gone. She said the sidewalk signs that say no parking on the sidewalk people are totally ignoring that and she thought the City had a least two new street sweepers, but she doesn't see them anywhere. She stated her and husband see a lot of neglect because they clean ditches, pick up paper, put ribbons on poles for Entergy to turn the lights back on, they call to get stop signs put back up, and they turn in the vandalized signs to engineering. She further stated she is willing to sit down with any Council person to share ideas and she would appreciate her Council member getting back in touch with her to share with them some of these things and work forward.

Mr. McFarland stated every picture Mrs. Williams gave him he gave it to Mr. James who is working on it. He said they identified quite a bit, and they have to follow the law. He said anytime after December 16<sup>th</sup> if Mrs. Williams want to meet with him he would be glad to. He thanked Mr. James and the Public Works Director Louis Tolliver for doing an outstanding job. He said they are addressing all of their concerns and if there are some more concerns he would be glad to work on them with her.

Mr. Muhammad wanted to know if there was an ordinance for parking on the sidewalks and medians.

Mr. Brandon Creekbaum, City Attorney, said the City have a whole section in the Code of Ordinance that deal with parking. He said off the top of his head he knows there are some about parking and impeding the flow of traffic extending out beyond curb lines. He said if those are all there he imagines obstructing the flow of public and pedestrian traffic is likely there.

(2) Mr. Jerry Gaston, 139 Betty Dr., stated he came before the Council a while back about his DJ equipment. He said Mr. Creekbaum said he would call the police to have them investigate and he wanted to know if he has.

Ms. Woods said she knows Mr. Gaston and Mr. Creekbaum had conversations and she is aware of this, but she never got any information on the resolve on it.

Mr. Creekbaum stated he told Mr. Gaston he needed the information from him about the value of the equipment and he hasn't heard a word from Mr. Gaston since they met in his office.

Mr. Gaston stated Mr. Creekbaum told him in his office that there is nothing the City can do because Mr. Wright told Mr. Creekbaum that it wasn't the City's box. He further stated he is going to get a lawyer to sue the City.

Ms. Woods wanted to know if Mr. Gaston have the receipts and get them to Mr. Creekbaum then they can start the process over.

Mr. Gaston stated he doesn't have his receipts.

Ms. Woods wanted to know if he could give an estimated value because a lot of times people don't keep receipts.

Mr. Creekbaum said he is not going to discuss this in a public meeting because of the City's potential liability and he discussed that in length to Mr. Gaston He said he can't evaluate a whole circumstance if he doesn't have all the information to evaluate.

(3) Ms. Kenya Roberson, Northeast Louisiana Black Chamber of Commerce, announced on Thursday, December 19<sup>th</sup>, at 7:00 p.m. the Annual State of the Chamber Address at the Monroe Civic Center. She noted they will be installing their new board for the new year, the judges will swear them in, and there will be entertainment as well. She thanked the Council for being supportive as well as assisting them this year. She said they look forward to a great 2025 and collaborative endeavors with the City of Monroe as well as their Council persons for 2025.

(4) Ms. Marie Brown, 1002 South 5<sup>th</sup> Street, said she has to remember she is in a new role. She publicly apologized to Mr. Doug Harvey because she did attack him in a public conversation. On another note, she said there is game at Chennault Park called disc golf, and she invited the Council to come out on Saturday at 1 o'clock to see how they can get this game going for the community.

(5) Mr. Kortlan Nelson, 1413 South Second St., said concerning Forsythe Park he noticed that there's a lot of construction going on. He said it is his understanding the City will be doing more of this at the others parks too. He said he is unhappy about them building parking lots at the park and covering the grass. He said the second thing is the swimming pool at Forsythe Park is unfortunately the pool has been filled in with dirt. He said third thing he wanted to bring to the Council attention Neville High School is recognized as the most beautiful public high school in the State of Louisiana Architectural Digest. He said several things have come up about tearing down the school and building a low cost school to maintain. He said he doesn't know if there is anything the Council can do about that, but he think it would be a tragedy.

Mr. Muhammad stated he never heard anything about it being torn down and the Monroe City School Board has put to much money into it.

There being no further business to come before the council, the Chairman adjourned the meeting at 6:58 p.m.

Ms. Juanita G. Woods

Chairman

Ms. Carolus S. Riley

Council Clerk

Ms. Ileana Murray

Staff Secretary

For extended details on the council meeting please call the Council Clerk Monday-Friday at 318-329-2252 to schedule an appointment to listen to the minute recording.



**RESOLUTION**

**STATE OF LOUISIANA**  
**CITY OF MONROE**

NO. \_\_\_\_\_

The following Resolution was offered by Mr. /Ms. \_\_\_\_\_ who moved for its adoption and was seconded by Mr. /Ms. \_\_\_\_\_.

**A RESOLUTION APPROVING A COOPERATIVE ENDEAVOR AGREEMENT WITH POWER TOOLS FOR AT RISK YOUTH AND FURTHER PROVIDING WITH RESPECT THERETO.**

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**WHEREAS**, Power Tools for At Risk Youth is a nonprofit organization dedicated to addressing literacy challenges in the community by providing accessible book boxes and fostering educational development for elementary school students;

**WHEREAS**, book boxes are small, durable structures, designed and constructed by Power Tools for At Risk Youth to house free books for children, that provide a simple and accessible way for students to obtain books to read outside of the classroom;

**WHEREAS**, the City, using Council discretionary funds, wishes to provide funding for six (6) book boxes;

**WHEREAS**, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that, "For a public purpose, the state and its political subdivisions or 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**, this CEA and the provision of funds hereunder will serve a public purpose by combating literacy challenges, enhancing educational resources, and providing unique opportunities for education and development which are not otherwise available;

**WHEREAS**, the City receives commensurate value under this CEA by ensuring that Power Tools for At Risk Youth can continue to offer valuable services and to provide resources and educational opportunities to children in our City.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Monroe, Louisiana, in legal session convened, Stacey Rowell, Director of Administration, is hereby authorized to enter into and execute the attached Cooperative Endeavor Agreement with Power Tools for At Risk Youth.

This Resolution was submitted in writing and was then submitted to a vote as a whole, the vote thereon being as follows:

**AYES:**

**NAYS:**

**ABSENT:**

And the Resolution was declared **ADOPTED** on December 23, 2024.

\_\_\_\_\_  
**CHAIRPERSON**

\_\_\_\_\_  
**CITY CLERK**

## **COOPERATIVE ENDEAVOR AGREEMENT**

### **POWER TOOLS FOR AT RISK YOUTH**

This Cooperative Endeavor Agreement (“CEA”) is made, entered into and effective as December \_\_\_, 2024 (the “Effective Date”), by and between the City of Monroe (“City”), a Louisiana political subdivision, and Power Tools for At Risk Youth, Inc., a Louisiana nonprofit corporation recognized by the Internal Revenue Service as a 501(c)(3) nonprofit organization.

#### **RECITALS**

**WHEREAS**, Power Tools for At Risk Youth is a nonprofit organization dedicated to addressing literacy challenges in the community by providing accessible book boxes and fostering educational development for elementary school students;

**WHEREAS**, book boxes are small, durable structures, designed and constructed by Power Tools for At Risk Youth to house free books for children, that provide a simple and accessible way for students to obtain books to read outside of the classroom;

**WHEREAS**, the City wishes to provide funding for six (6) book boxes;

**WHEREAS**, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that, “For a public purpose, the state and its political subdivisions or 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**, this CEA and the provision of funds hereunder will serve a public purpose by combating literacy challenges, enhancing educational resources, and providing unique opportunities for education and development which are not otherwise available; and

**WHEREAS**, the City receives commensurate value under this CEA by ensuring that Power Tools for At Risk Youth can continue to offer valuable services and to provide resources and educational opportunities to children in our City.

#### **AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, the City and Power Tools for At Risk Youth do hereby covenant and agree as follows:

##### **I. Term and Termination**

This CEA shall terminate one year from the Effective Date. If Power Tools for At Risk Youth breaches any of its obligations or commitments under this CEA and fails to cure any such breach within five (5) days after receiving written notice, the CEA shall be terminated, and Power Tools for At Risk Youth shall return all funds disbursed under this CEA to the City.

##### **II. Power Tools for At Risk Youth’s Obligations**

Power Tools for At Risk Youth shall:

1. Construct six (6) book boxes to be installed at designated schools in the City, including Carver Elementary, Roy Neal Shelling Elementary, New Vision Learning Academy, Barkdull Faulk Elementary, J.S. Clark Elementary, and Clara Hall Elementary;
2. Ensure that each book box is constructed in a workmanlike manner;
3. Obtain written permission from each participating school prior to installation of book boxes to ensure the placement is approved by school administration;

- Maintain and oversee the book boxes for a minimum period of one (1) year from the date of installation, ensuring they remain functional, well-stocked with books, and accessible to students.

**III. City's Obligation**

City shall disburse the budgeted amount of \$3,734.16 for use by Power Tools for At Risk Youth under this CEA. The City shall have no further obligations to Power Tools for At Risk Youth. Power Tools shall submit an invoice to the City of Monroe for each completed book box, and said invoice shall be paid within fifteen (15) days of receipt.

**IV. Indemnity**

Power Tools for At Risk Youth shall defend, indemnify, exempt and hold harmless the City, its officials, agents, employees, and insurers (the "City Indemnitees"), to the extent allowed by general law, from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons (including agents or employees of City) from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by the City, arising out of or related to this Agreement or the performance or breach of any of Power Tools for At Risk Youth's obligations under this Agreement. Power Tools for At Risk Youth's agreement to defend and indemnify the City Indemnitees is contractual in nature and should be construed broadly and to the fullest extent permitted by law. Power Tools for At Risk Youth's indemnity obligations shall survive the termination of this CEA.

**V. Auditor's Clause**

The Louisiana Legislative Auditor and City of Monroe auditors, both internal and external, shall have the option of auditing all accounts, expenditures, receipts, and invoices related to this CEA. Power Tools for At Risk Youth shall promptly comply with all requests for information, accounts, expenditures, receipts, and invoices under this CEA.

**IN WITNESS** whereof the parties have executed this Agreement as of the date first set forth above.

**WITNESSES:**

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

**CITY OF MONROE**

BY: \_\_\_\_\_  
Stacey Rowell, Director of Administration

**WITNESSES:**

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

**POWER TOOLS FOR AT RISK YOUTH**

BY: \_\_\_\_\_  
Robert Jordan, Director



**CITY OF MONROE**  
TAXATION & REVENUE  
MAYOR- COUNCIL GOVERNMENT

**MEMO**

To: Carolus Riley  
City Council

From: Tim Lewis  
Director of Taxation & Revenue

Re: Alcohol Renewals (For December 23, 2024, Council Meeting)

Date: December 17, 2024

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CLASS A - \$500 RESTAURANTS (LIQUOR)      CLASS E- \$500 PRIVATE CLUBS  
CLASS B- \$500 CONVIENCE STORES (LIQUOR)      CLASS G-\$500 WHOLESALE (LIQUOR ONLY)  
CLASS C- \$75 (BEER ONLY)      CLASS H- \$100 WHOLESALE (BEER ONLY)  
CLASS D- \$60 (BEER- OFF PREMISES)

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**RENEWAL ALCOHOL LICENSE**

**CLASS A (11)**

1. The Fat Pelican- 1810 Tower Drive, Owner- Carol Ann Tubbs
2. Daqs Wings & Grill- 2217 Forsythe Avenue, Owner- Daqs Wings & Grill LLC
3. Magic Grill II LLC – 1210 N. 18<sup>th</sup> Street, Owner- Michael H. Rodriguez
4. Catahoula's- 5321 Desiard Street, Owner- Erin Shane Smiley
5. Residence Inn Monroe- 4960 Millhaven Road , Owner- Schulte Catering Millhaven LLC
6. Courtyard Monroe- 4015 Pecanland Mall Drive, Owner- Schulte Catering Pecanland LLC
7. The Monroe Bayou- 5400 Operations Road, Owner- Oakwell Commuter Rail LLC
8. Doe's Eat Place of Monroe- 300 Washington Street, Ste. 108, Owner- Grotto Foods Group LLC
9. Taqueria San Luis LLC- 4331 Sterlington Road, Owner- Marisol Rubio
10. Okaloosa- 311 Hudson Lane, Owner- Nonna LLC
11. Restaurant Cotton- 101 North Grand Street, Owner- Five Senses LLC

**CLASS B (4)**

1. Breaktime 73- 1501 N 18<sup>th</sup> Street, Owner- North 18<sup>th</sup> Ventures LLC
2. The Trove- 2252 Tower Drive Ste. 103, Owner- Trove LLC
3. Beef & Barrel- 1030 North 6<sup>th</sup> Street, Owner- Washington Wine & Spirits LLC

- 4. *Randall's Captain Avery Seafood & Specialty Meats- 2607 Ferrand Street, Owner- Randall Garvin***

**CLASS G**

- 1. *S and O Wine LLC- 2400 Newcombe Street, Ste. A, Owner- Guy Campbell III***



# CITY OF MONROE

TAXATION & REVENUE  
CITY OF MONROE, LOUISIANA  
MAYOR- COUNCIL GOVERNMENT

## MEMO

To: Carolus Riley  
City Council

From: Tim Lewis  
Director of Taxation & Revenue

Re: New Alcohol License (For December 23, 2024, Council Meeting)

Date: December 17, 2024

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CLASS A – \$500 RESTAURANTS (LIQUOR)

CLASS B – \$500 CONVIENCE STORES (LIQUOR)

CLASS C – \$75 (BEER ONLY)

CLASS D – \$60 (BEER – OFF PREMISES)

CLASS E – \$500 PRIVATE CLUBS

CLASS G – \$500 WHOLESALE (LIQUOR ONLY)

CLASS H – \$100 WHOLESALE (BEER ONLY)

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### NEW ALCOHOL LICENSE

CLASS B (NEW) (1)

1. The Trove  
2252 Tower Drive Ste. 103  
Monroe, LA 71203

Owner: Trove LLC

CO – CLEARED

SALES TAX CLEARED

DISTANCE REPORT CLEARED

**RESOLUTION**

**STATE OF LOUISIANA  
CITY OF MONROE**

NO. \_\_\_\_\_

The following Resolution was offered by Mr. /Ms. \_\_\_\_\_ who moved for its adoption and was seconded by Mr. /Ms. \_\_\_\_\_.

**A RESOLUTION AUTHORIZING THE RENEWAL PURCHASE OF ARTIC WOLF MANAGED CYBERSECURITY LICENSES AND SOFTWARE AND FURTHER PROVIDING WITH RESPECT THERETO.**

**WHEREAS**, the City's Information Technology (IT) Division oversees all computer and software data storage for the City of Monroe;

**WHEREAS**, Artic Wolf is a cybersecurity company that provides security monitoring to detect and respond to cyberthreats;

**WHEREAS**, Artic Wolf provides a unified system that allows for faster response times to threats, increased efficiency, and 24-hour cybersecurity monitoring of the City of Monroe's networks;

**WHEREAS**, the City's has used Artic Wolf since 2020, but its current license is expiring; and

**WHEREAS**, the City desires to renew its agreement with Artic Wolf (State Contract No. 4400010663) for a three-year period, subject to the terms and conditions in the attached agreement.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Monroe, Louisiana, in legal session convened, that Stacey Rowell, Director of Administration, is hereby authorized to enter into and execute the attached Agreement for the renewal purchase of Artic Wolf managed cybersecurity licenses and software.

This Resolution was submitted in writing and was then submitted to a vote as a whole, the vote thereon being as follows:

**AYES:**

**NAYS:**

**ABSENT:**

And the Resolution was declared **ADOPTED** on December 23, 2024.

\_\_\_\_\_  
**CHAIRPERSON**

\_\_\_\_\_  
**CITY CLERK**

**QUOTE**



Date: 2024.12.12

Jonathan Peyton (jpeyton@CMA-IT.com)  
 8180 YMCA Plaza Drive  
 Baton Rouge, LA 70810  
 ph. (318) 792-1930 / fx. (225) 761-3813

Customer Information:	
City of Monroe, LA	
Arctic Wolf managed cybersecurity renewal 12mo agreement	

Qty.	Model#	Description	Unit Price	Extended
509	AW-PLUS-USER-GOLD	Arctic Wolf Plus User License - Gold	\$ 207.00	\$ 105,363.00
65	AW-PLUS-SERVER-GOLD	Arctic Wolf Plus Server License - Gold	\$ 207.00	\$ 13,455.00
574	AW-MDR-3YR	Arctic Wolf MDR Log Retention - 3 year	\$ 21.00	\$ 12,054.00
2	AW-MDR-2XX-S	Arctic Wolf 200 Series Sensor	\$ 2,699.00	\$ 5,398.00
509	AW-MDR-O365	Arctic Wolf MDR Office 365 user license	\$ 16.00	\$ 8,144.00
509	AW-MSAT-MAP	Arctic Wolf Managed Security Awareness Plus	\$ 20.00	\$ 10,180.00
1	AW-WARRANTY-1000	Arctic Wolf Security Operations Warranty - \$1M (Enrollment Required)	\$ -	\$ -
		2/1/2025 - 1/31/2026		
		36mo contract with 3% increase including 3% over 24-25 mwl		
		Estimated 26-27 renewal: \$159,232		
		Estimated 27-28 renewal: \$164,009		
		LA Contract Number: 4400010663 (Carahsoft)		
		NASPO Master Contract Number: AR2472		
		Product subject to applicable Arctic Wolf terms and conditions: <a href="https://arcticwolf.com/terms/">https://arcticwolf.com/terms/</a>		
		<i>Notwithstanding anything to the contrary in the Agreement, any subscription term is subject to, and conditioned on, the appropriation, availability and budgeting of sufficient funds. For any fiscal year of Customer during the term hereof, in the event that sufficient funds are not available to Customer, are not able to be appropriated by Customer or cannot be budgeted by Customer for the Solutions hereunder, Customer shall have the right to terminate this Agreement upon sixty (60) days prior written notice to Arctic Wolf prior to the expiration of any annual, prepaid period during the Subscription Term. Customer shall use reasonable efforts to avoid termination of this Agreement based on lack of fiscal funding.</i>		

Sub Total:	\$ 154,594.00
S&H:	
Tax:	
Total:*	

**CMA - "We're In IT Together"**

\*All prices quoted good for 30 days only. Prices do not include sales taxes if applicable.



## TERMS AND CONDITIONS

The following terms and conditions shall apply to such purchase and sale:

- 1. Purchase Price; Payment; Taxes**

PURCHASER agrees to pay the purchase price of each item listed on the front of this Agreement according to the terms defined on page 1 of the contract, plus applicable sales/use taxes, less any security deposit paid in advance. The PURCHASER will pay any personal property taxes assessable on the item(s) on or after the delivery.

PURCHASER agrees that any payment not received by SELLER within the terms defined in this Agreement shall be subject to an annual interest charge of the lower of 18% or the maximum allowed by law. This charge will be applied to the unpaid balance for each 30 day period, or any portion thereof, that payment is not received.

PURCHASER agrees to pay for any partial shipment of item(s) under the same terms listed above. Payment for the partial shipments shall equal the portion of the total amount that the partial shipment represents.
- 2. Freight Costs; Risk of Loss**

SELLER or SELLER'S agent will arrange for packing, insurance, shipment and delivery of the equipment to PURCHASER'S installation site. Risk of loss shall pass to PURCHASER upon delivery at PURCHASER'S installation site.
- 3. Installation**

PURCHASER agrees to pay all installation charges and to provide a suitable place for installation with proper power and general environmental conditions as defined in the item's Installation Manual
- 4. Titles; Risk of Loss; Security Interest**

Title to each item shall pass to PURCHASER upon payment. SELLER shall retain a vendor's security interest in any item(s) delivered to the PURCHASER until the full purchase price thereof is paid by the PURCHASER. Should PURCHASER fail to perform any such obligations including default in payment of any charges hereunder when due, SELLER or its assignee may remove and repossess any or all item(s) hereunder with or without notice or demand, in addition to exercising such other rights and remedies as may be conferred on it by law.
- 5. Maintenance; Warranties; Disclaimers**

SELLER warrants that, upon delivery, SELLER will be the lawful owner of the item(s) and will have the full power and authority to sell the same to the PURCHASER.

All new items listed in this Agreement will be accompanied by all eligible manufacturers' warranties, unless otherwise stated in item description. For thirty (30) days after shipment to PURCHASER, SELLER warrants that items which do not have any manufacturer's warranty remaining, will qualify for the manufacturer's maintenance agreement, if the items are both installed by the manufacturer and placed under the manufacturer's maintenance agreement prior to such installation.

After this thirty (30) day period, PURCHASER assumes all liability for such item(s) which are either defective or may have missing "ship group" items. PURCHASER ACKNOWLEDGES THAT SELLER IS NOT THE MANUFACTURER OF THE ITEM(S) AND EXPRESSLY WAIVES ANY CLAIM AGAINST SELLER BASED UPON ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT WITH RESPECT TO ANY ITEM(S) OR FOR ANY INDEMNITY AGAINST ANY PATENT CLAIM MADE BY ANOTHER AGAINST THE PURCHASER.

**THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, OR WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING ANY REGARDING THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), NOT SPECIFIED HEREIN, RESPECTING THIS CONTRACT OR ITEMS HEREUNDER.**
- 6. GENERAL**
  - A.** This constitutes the entire Agreement between the SELLER and PURCHASER with respect to the purchase of the item(s) superseding all prior correspondence and representation between the parties including, without limitation, any purchase order submitted by the PURCHASER to the SELLER. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification be in writing signed by the party, against whom it is sought to enforce the waiver, amendment or modification.
  - B.** This Agreement may not be assigned by the PURCHASER without the prior written consent of the SELLER, and any attempted assignment without such consent shall be void.
  - C.** This Agreement will be deemed void, at the SELLER'S option, if it is not signed by the PURCHASER within (10) days of being signed by the SELLER.
  - D.** Notices shall be in writing and sent by registered or certified mail, postage prepaid, to the address of the party contained herein. Either party may change its address for notice purposes by notifying the other party in this matter.
  - E.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and of equal force and effect.
  - F.** Cancellation of this Agreement prior to shipment may result in a cancellation fee of up to 15% of the total purchase price to be paid to SELLER by PURCHASER.
  - G.** No item may be returned to SELLER by PURCHASER after shipment without prior written approval from SELLER. A restocking charge may be assessed by SELLER upon such approval.
  - H.** Acceptance of this Agreement is contingent upon PURCHASER'S credit approval and acceptance by SELLER.
  - I.** Each party agrees that when electronic communications are used, they are the equivalent of written and signed documents.
  - J.** PURCHASER agrees to pay rework charges incurred when associated with PURCHASER'S requested changes to the contract, after the order has been placed with the supplier.
  - K.** This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.
  - L.** The parties agree that jurisdiction for the purpose of all issues of law, fact or equity arising out of this Agreement, or any additions, amendments, or supplements thereto, shall be in the state of federal courts located in the state and parish/county where the equipment is delivered.
  - M.** The parties agree to submit any disputes arising in connection with this Agreement or any additions, amendments, of supplements thereto to binding arbitration, pursuant to the rules of the American Arbitration Association.
  - N.** If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.
  - O.** The PURCHASER is responsible for the accuracy of any equipment configuration provided by the PURCHASER and used as a basis to order any item(s) listed. Any additional charges resulting from an inaccurate equipment configuration supplied by PURCHASER to SELLER will be the sole responsibility of the PURCHASER.

THE STATED TERMS AND CONDITIONS APPLY TO AGREEMENT # \_\_\_\_\_

Accepted By: \_\_\_\_\_  
(Purchaser's Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**RESOLUTION**

**STATE OF LOUISIANA  
CITY OF MONROE**

**NO.** \_\_\_\_\_

The following Resolution was offered by Mr. /Ms. \_\_\_\_\_ who moved for its adoption and was seconded by Mr. /Ms. \_\_\_\_\_.

**A RESOLUTION APPROVING A COOPERATIVE ENDEAVOR AGREEMENT WITH THE LOUISIANA DEPARTMENT OF HEALTH AND FURTHER PROVIDING WITH RESPECT THERETO.**

**WHEREAS**, the City of Monroe, through the Department of Planning and Urban Development, administers the Lead Hazard Control and Healthy Homes grant program within the City;

**WHEREAS**, to aid in the administration of the grant, the City desires to enter into an information-sharing and client referral cooperative endeavor agreement with the State of Louisiana, through the Department of Health and Hospitals, which is attached hereto and made part hereof;

**WHEREAS**, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private organization, corporation or individuals;

**WHEREAS**, Art. VII, Sec. 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of the citizens of City of Monroe;

**WHEREAS**, the cooperative endeavor agreement serves a public purpose by providing the City of Monroe access to client information, including client names, addresses, and contact information, so that it can administer the grant program to control lead hazards in Ouachita Parish housing units;

**WHEREAS**, the City does not have a reasonable expectation of receiving a benefit or value of services provided for in the agreement, the transfer or expenditure of public funds or property is not a gratuitous donation and is not anticipated, and the citizens of the City of Monroe/Ouachita Parish will benefit from the cooperative endeavor.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Monroe, Louisiana, in legal session convened, Stacey Rowell, Director of Administration, is hereby authorized to enter into and execute the attached Cooperative Endeavor Agreement with the Louisiana Department of Health.

This Resolution was submitted in writing and was then submitted to a vote as a whole, the vote thereon being as follows:

**AYES:**

**NAYS:**

**ABSENT:**

And the Resolution was declared **ADOPTED** on December 23, 2024.

\_\_\_\_\_  
**CHAIRPERSON**

\_\_\_\_\_  
**CITY CLERK**

**COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN  
THE CITY OF MONROE  
AND  
THE LOUISIANA DEPARTMENT OF HEALTH**

This Agreement is made and entered into as of the date of full execution by the parties, as evidenced by the electronic signatures attached hereto, by and between the City of Monroe, State of Louisiana, (hereinafter, referred to as "CITY") represented herein by FRIDAY ELLIS, Mayor of the City of Monroe, or designee, duly authorized to act on behalf of the CITY of MONROE and The Louisiana Department of Health, (hereinafter called "STATE") represented by Office of Public Health, its Director of \_\_\_\_\_. CITY and STATE may be referred to herein as "PARTY," individually, and "PARTIES," collectively.

**WHEREAS**, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private organization, corporation or individuals; and

**WHEREAS**, Art. VII, Sec. 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of the citizens of City of Monroe; and

**WHEREAS**, CITY is authorized by Resolution No. \_\_\_\_\_ to enter into this Agreement for Lead Hazard Control Client Referrals and Other Data Sharing, as necessary;

**WHEREAS**, the public purpose of the Project is described as providing the City of Monroe access to client information, including client names, addresses, and contact information, so that it can administer U.S. Department of Housing and Urban Development (HUD) Office of Lead Hazard Control and Healthy Homes grant funding to control lead hazards in Ouachita Parish housing units; and

**WHEREAS**, the State of Louisiana, Department of Health has access to and control of information related to children with elevated blood lead levels (EBLLs) in Ouachita Parish and this information is needed to initiate intake procedures to test for and remove lead contamination in housing units in Ouachita Parish; and

**WHEREAS**, CITY does not have a reasonable expectation of receiving a benefit or value of services provided for in this Agreement; and

**WHEREAS**, the transfer or expenditure of public funds or property is not a gratuitous donation and is not anticipated; and

**WHEREAS**, the citizens of the City of Monroe/Ouachita Parish will benefit from the efforts of these parties working together; and

**WHEREAS**, CITY desires to cooperate with the STATE in the implementation of the project as hereinafter provided.

**NOW, THEREFORE**, CITY and STATE hereby agree as follows:

**1.0 Services.**

**STATE shall:**

1. *Share statistical data or other information with the City relative to prospective and already eligible clients and/or those already identified for services.*
2. *Refer eligible clients to the City.*
3. *Assist in conducting outreach to educate the public about grant services available to reduce lead hazards in households where there are children under the age of six.*

**CITY shall:**

1. *Protect medical data in accordance with HUD and HIPAA requirements*
2. *Initiate Contact / Intake procedures in accordance with HUD eligibility requirements.*
3. *Remove lead contamination from eligible housing units.*
4. *Provide to the State reports related to the investigation and clearance of lead hazards in referred homes.*

There are no direct costs associated with this agreement.

**2.0 Term of Agreement.** Except in the case of earlier termination, as hereafter specifically provided, the term of this Agreement shall commence on the date of execution and end on midnight on December 31, 2027.

**3.0 Cancellation of Agreement** If the STATE fails to undertake any of its commitments under this Agreement, then, and in such event, the City shall have the right to cancel this Agreement upon giving written notice to the STATE. In the event of such cancellation, the City shall have no further obligations to the STATE and shall not be liable to the STATE for any damages, costs, or fees associated with the cancellation of this Agreement.

**4.0 Force Majeure.** Neither PARTY to this Agreement shall be responsible to the other PARTY hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

This Agreement is executed in 2 originals on the day, month, and year first below written.

**DATE:**

**STATE OF LOUISIANA – DEPARTMENT of  
HEALTH – Office of Public Health,**

\_\_\_\_\_

BY: \_\_\_\_\_  
\_\_\_\_\_, Office of Public Health  
Department of Health

**DATE:**

**CITY OF MONROE**

\_\_\_\_\_

BY: \_\_\_\_\_  
Stacey Rowell, Director  
Department of Administration

**RESOLUTION**

**STATE OF LOUISIANA**

NO. \_\_\_\_\_

**CITY OF MONROE**

The following Resolution was offered by Mr. /Ms. \_\_\_\_\_ who moved for its adoption and was seconded by Mr. /Ms. \_\_\_\_\_.

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF MONROE AND ST. JOHN THE BAPTIST PARISH AND FURTHER PROVIDING WITH RESPECT THERETO.**

**WHEREAS**, La. R.S. 33:1324 provides that any parish or political subdivision of the State may make agreements among themselves to engage jointly in the construction or improvement of any public project or the promotion and maintenance of any undertaking provided that at least one of the participants to the agreement is authorized by law to complete the undertaking;

**WHEREAS**, St. John the Baptist Parish, through its Parish President during an emergency event in the Parish, is empowered to take steps and measures necessary to protect the lives and property of the citizens of St. John the Baptist Parish;

**WHEREAS**, St. John the Baptist Parish and the City of Monroe wish to memorialize an agreement to grant the right of use of Saul Adler Community Center, Henrietta W. Johnson Community Center and Liller Maddox Marbles Community Center owned by the City of Monroe, as an emergency shelter in the event of a mandatory evacuation of St. John the Baptist Parish; and

**WHEREAS**, St. John the Baptist Parish Government and the City of Monroe find that entering into this Memorandum of Understanding, attached hereto and made a part hereof, will serve a public safety purpose and have a public benefit.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Monroe, Louisiana, in legal session convened, that Mayor Friday Ellis is hereby authorized to enter into and execute the attached Memorandum of Understanding by and between the Parish of St. John the Baptist and City of Monroe.

This Resolution was submitted in writing and was then submitted to a vote as a whole, the vote thereon being as follows:

**AYES:**

**NAYS:**

**ABSENT:**

And the Resolution was declared **ADOPTED** on December 23, 2024.

\_\_\_\_\_  
**CHAIRPERSON**

\_\_\_\_\_  
**CITY CLERK**

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
ST. JOHN THE BAPTIST PARISH  
AND  
CITY OF MONROE**

This Agreement is entered into on the dates set forth herein by and between:

**ST. JOHN THE BAPTIST PARISH (“SJP”)**, a political subdivision of the State of Louisiana, herein represented by Jaclyn Hotard, President of St. John the Baptist Parish Government; and,

**CITY OF MONROE, LOUISIANA (“City”)** a political subdivision of the State of Louisiana, herein represented by its duly authorized Mayor, Friday Ellis.

**WHEREAS**, La. R.S. 33:1324 provides that any parish or political subdivision of the state may make agreements among themselves to engage jointly in the construction or improvement of any public project or the promotion and maintenance of any undertaking provided that at least one of the participants to the agreement is authorized by law to complete the undertaking; and,

**WHEREAS**, SJP, through its Parish President, during an emergency event in the parish, is empowered to take the steps and measures necessary to protect the lives and property of the citizens of St. John the Baptist Parish; and,

**WHEREAS**, SJP and the City wish to memorialize an agreement to grant the right to use Saul Adler Community Center, Henrietta W. Johnson Community Center and Liller Maddox Marbles Community Center as emergency shelters in the event of a mandatory evacuation of the Parish of St. John the Baptist; and,

**WHEREAS**, SJP and the City find that entering into this Memorandum of Understanding will serve a public safety purpose and have a public benefit; and,

**NOW, THEREFORE, IT IS HEREBY AGREED**, by and between the parties, that:

**1.**

Upon declaration of a public emergency and mandatory evacuation in St. John the Baptist Parish as a result of a Category 3, 4, or 5 hurricane in the Gulf of Mexico, or any other publicly declared natural disaster or emergency that requires the mandatory evacuation of more than fifty percent (50%) of the population of St. John the Baptist Parish, the City grants to SJP the right to use the following community centers as necessary to provide shelter for SJP citizens/residents up to the maximum stated capacity for each center contained in Addendum No. 1 (subject to any additional capacity limitations or capacity determinations established by the Fire Chief of the City of Monroe or the Louisiana State Fire Marshal) during and in the aftermath of the Category 3, 4, or 5 hurricane, or any other publicly declared natural disaster or emergency that requires the mandatory evacuation of more than fifty percent (50%) of the population of St. John the Baptist

Parish:

- A. Saul Adler Community Center  
3900 Westminster  
Monroe, LA 71201  
Tel: (318) 329-2446  
Fax: (318) 329-3347
  
- B. Henrietta W. Johnson Community Center  
2800 Bourg Jones Lane  
Monroe, LA 71202  
Tel: (318) 329-2448  
Fax: (318) 329-2556
  
- C. Liller Maddox Marbles Community Center  
2950 Renwick Street  
Monroe, LA 71203  
Tel: (318) 329-2447  
Fax: (318) 329-3263

The fees for the use of each community center are set forth in Addendum No. 2 to this Agreement.

2.

If a public emergency and evacuation is declared in St. John the Baptist Parish and SJP intends to exercise its right of use under this Agreement as a result of a Category 3, 4, or 5 hurricane, or any other publicly declared natural disaster or emergency that requires the mandatory evacuation of more than fifty percent (50%) of the population of St. John the Baptist Parish, the Parish President, or their designee, shall provide at least 48-hours' notice to the City prior to the arrival of any St. John the Baptist Parish citizens/residents in the City. The Parish President, or their designee, shall contact: the Mayor's Office (Tel: (318) 329-2310; Fax: (318) 329-3300); the Director of Community Affairs (Tel: (318) 329-2290; Fax: (318) 329-2288); and the Director of Parks and Recreation (Tel: (318) 329-2523; Fax: (318) 329-2888). The Parish President, or their designee, shall inform the City of: the date of the declaration and evacuation order, and provide a copy of said orders; the expected number of St. John the Baptist Parish evacuees that will be traveling to the City; an estimate of the allowable household pets accompanying the evacuees; which community centers will be needed for use; and an estimate of the period of time the City's facilities are expected to be needed, which shall be updated weekly.

3.

The City shall not be responsible for nor be held liable for the expenses involved in providing the use of its community centers to SJP. SJP shall be solely responsible for all expenses incurred in using the community center(s) and shall be required to reimburse the City for the actual cost of any materials, supplies, or equipment belonging to the City that are used or consumed

during the period that any community center(s) is being used by SJP under this agreement. SJP also accepts responsibility for and agrees to indemnify and reimburse the City for all damages to the community center(s) caused by or attributable to SJP's use of the facilities and the actual cost of all necessary repairs for such damage.

4.

SJP is solely responsible for the safety, security, and care of SJP evacuees sheltering in a City community center and shall be solely responsible for securing, providing, and the cost of all necessary food, toiletries, clothing, supplies, first aid or medical supplies, transportation, and all other necessary items for the care of SJP evacuees. The City may, at its sole option and upon request by SJP, provide items from its inventories or stores to assist with the care of SJP evacuees, but SJP shall be required to reimburse the City for the actual cost of any materials, supplies, or equipment belonging to the City that are used or consumed during the period that community centers are being used by SJP under this agreement.

5.

Access to the community center(s) shall be provided by the Mayor of the City of Monroe, who may appoint a designee(s) to unlock, monitor, and oversee the use of the community center(s) by SJP under this agreement. SJP shall be responsible for overtime pay for all reasonable, required overtime for City employees necessary for proper operation of the shelter during SJP's use of the facilities. SJP shall also be responsible for payment, including overtime, for security staff from the City of Monroe Police Department which is deemed necessary by the Police Chief of the City of Monroe. SJP shall also be responsible for payment, including overtime, for any fireman necessary for "fire watch" required by Louisiana State Fire Marshal guidelines. The City will be responsible for all time sheets and documentation of hours worked, which shall be sent to SJP upon request for reimbursement purposes.

6.

The City shall submit a monthly invoice with a breakdown of expenses and costs, including the rental fees set forth in Addendum No. 2 to this agreement, to St. John the Baptist Parish, Office of Homeland Security Emergency Preparedness for approval, Attention: Director of SJPOHSEP, 1801 W. Airline Hwy., LaPlace, LA 70068. The City shall submit a final invoice of costs, expenses, and fees no later than ninety (90) days after SJP discontinues use of the community center(s). The City, at its sole option, may submit separate invoices for the actual costs of any damage and/or necessary repairs caused by or attributable to SJP's use of the community center(s). SJP shall remit payment on the invoices no later than thirty (30) days after receipt.

7.

If necessary and desired by SJP, SJP shall be solely responsible for the installation and provision of adequate facilities, including shower and laundry facilities, and for providing generators in case of power failure at the community centers. If installation of these facilities or equipment is provided by the City at the request of SJP, SJP shall reimburse the City for any and all expenses and actual costs associated with the installation and use of this equipment. Any



facilities installed shall comply with all federal, state, and local laws, codes, and regulations and must be approved by the City prior to installation.

**8.**

To the fullest extent permitted by law, SJP shall protect, defend, indemnify, save and hold harmless the City, including its elected and appointed officials, Departments, Divisions, Agencies, Councils, Boards and Commissions, Districts, officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense, losses, suits, cost, actions, fines, penalties, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting there from, which may occur, be caused by, or in any way resulting from any actual or alleged act, omission, negligence, misconduct, or strict liability of SJP, its agents, its sub-contractors, partners, servants, officers, employees, volunteers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, related to the performance or nonperformance of the contract herein entered into, including any and all cost, fines, penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by the City, all its elected and appointed officials, Departments, Divisions, Agencies, Councils, Boards and Commissions, Districts, officers, agents, servants and employees, including volunteers, as a result of any such claims, demands and/or causes of action including any costs associated with the enforcement of this indemnity provision except those arising out of the sole negligence of City, Boards and Commissions, their officers, agents, servants and employees, including volunteers and without, however, waiving any governmental immunity available to SJP under Louisiana law, including the Louisiana Homeland Security and Emergency Assistance and Disaster Act, and without waiving any defenses of the parties hereto.

**9.**

This Agreement shall be terminated under any or all the following conditions:

- A. By written mutual agreement and consent of the parties hereto;
- B. By SJP or the City for cause with ninety (90) days' written notice to the other party stating the reason for such cause. Such cause may include the failure of either party to comply with the terms and conditions of this agreement in a satisfactory manner, with allowance being made for circumstances beyond the control of the parties.

**10.**

The City reserves the right to charge SJP cancellation costs in the event a previously contracted and scheduled program at Saul Adler Community Center, Henrietta W. Johnson Community Center, or Liller Maddox Marbles Community Center requires cancellation due to the use of the facility as an emergency shelter. These cancellation costs will include any amounts already expended by the community center(s) as required by the cancelled contract and the cost of providing any refunds under the contract. SJP shall not be responsible for lost revenues associated with its use of the community center(s).

**11.**

The City shall allow SJP to pre-inspect the entire community center(s) and its facilities to establish its condition prior to occupancy and use by SJP. SJP shall return the community center(s) it uses in substantially the same condition as it was received by SJP.

**12.**

The City additionally grants SJP the right to use portions of the Monroe Civic Center campus to house up to a maximum of 50 evacuated domestic household pets from SJP pursuant to the same terms set forth above. Animal care shall be provided by the owners and/or a volunteer agency. The precise location where animals will be housed will be determined at the sole discretion of the Monroe Civic Center Director.

**13.**

SJP shall provide and maintain a minimum of \$1,000,000.00 in insurance covering all general risks and damages to the community centers, Civic Center, employees, and guests, naming the City of Monroe as an additional insured. SJP shall provide evidence of said insurance by presenting a certificate of insurance to the City of Monroe prior to using the community center(s). SJP is required to comply with all insurance requirements set forth in this agreement and Addendum No. 2 to this agreement.

**Term**

This Agreement shall remain in effect from the date of execution by the last signing party until **December 31, 2028**, subject to written amendment upon mutual consent.

**Compliance with Laws**

The Parties hereto, and their employees, contractors and agents shall comply with all applicable federal, state and local laws and ordinances while performing under this Agreement.

**Choice of Law**

This Agreement shall be governed by Louisiana law and the provisions of this Agreement shall be enforced and brought in the Fourth Judicial District Court, Ouachita Parish, Louisiana.

**Severability**

In case anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement. The provisions of this Agreement are therefore deemed to be severable.

**Amendment**

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both Parties.

**No Waiver**

The failure of SJP or the City to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have signed this Memorandum of Understanding on this \_\_\_\_ day of \_\_\_\_\_, 2024 in the presence of the undersigned witnesses, after due reading of the whole.

**WITNESSES:**

**St. John the Baptist Parish**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Jaclyn Hotard, Parish President

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Understanding on this \_\_\_\_ day of \_\_\_\_\_, 2024 in the presence of the undersigned witnesses, after due reading of the whole.

**WITNESSES:**

**City of Monroe, Louisiana**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Friday Ellis, Mayor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**Addendum No. 1**

The following tables establish the maximum shelter capacity for Saul Adler Community Center, Henrietta W. Johnson Community Center and Liller Maddox Marbles Community Center based on the shelter need and/or expected duration of evacuation. These capacities have been established by the Monroe Fire Department in accordance with FEMA and Louisiana State Fire Marshal guidelines:

Saul Adler Community Center (9,125 sq. ft.)

<b>Shelter Type</b>	<b>Duration</b>	<b>Sq. Ft. Per Person</b>	<b>Maximum Capacity</b>
Temporary Shelter	Less than 2 hours	6 sq. ft. (sitting)	1520
Short Term Shelter	2 hours – 12 hours (Not Overnight)	10 sq. ft.	912 Fire Watch Required
Long Term Shelter	12 hours – 36 hours	20 sq. ft.	456 Fire Watch Required
Extended Long-Term Shelter	More than 36 hours	30 sq. ft. Mem. No. 2013-04	305 Fire Watch Required

Henrietta W. Johnson Community Center (8,797 sq. ft.)

<b>Shelter Type</b>	<b>Duration</b>	<b>Sq. Ft. Per Person</b>	<b>Maximum Capacity</b>
Temporary Shelter	Less than 2 hours	6 sq. ft. (sitting)	1466
Short Term Shelter	2 hours – 12 hours (Not Overnight)	10 sq. ft.	880 Fire Watch Required
Long Term Shelter	12 hours – 36 hours	20 sq. ft.	440 Fire Watch Required
Extended Long-Term Shelter	More than 36 hours	30 sq. ft. Mem. No. 2013-04	294 Fire Watch Required

Liller Maddox Marbles Community Center (7,602 sq. ft.)

<b>Shelter Type</b>	<b>Duration</b>	<b>Sq. Ft. Per Person</b>	<b>Maximum Capacity</b>
Temporary Shelter	Less than 2 hours	6 sq. ft. (sitting)	1266
Short Term Shelter	2 hours – 12 hours (Not Overnight)	10 sq. ft.	760 Fire Watch Required
Long Term Shelter	12 hours – 36 hours	20 sq. ft.	380 Fire Watch Required
Extended Long-Term Shelter	More than 36 hours	30 sq. ft. Mem. No. 2013-04	254 Fire Watch Required

**\*ALL CAPACITY RESTRICTIONS ARE SUBJECT TO LOUISIANA STATE FIRE MARSHAL GUIDELINES AND THE DETERMINATION OF THE CITY FIRE CHIEF**

## Addendum No. 2

This addendum to the Memorandum of Understanding by and between SJP and the City establishes additional contractual obligations of the Parties with respect to the Agreement:

### **A. Minimum Limits of Insurance**

SJP shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the terms of this Agreement by the Parties, and actions by its agents, representatives, employees, or drivers. SJP shall maintain limits no less than:

1. General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage.
2. Automobile Liability: \$500,000.00 combined single limit per accident, for bodily and property damage.
3. Worker's Compensation Insurance to meet the applicable statutory requirements and Employers' Liability Insurance with limits of not less than \$1,000,000.00, which shall include:
  - a) Alternate Employer Endorsement
  - b) Voluntary Compensation Endorsement

### **B. Other Insurance Provisions**

SJP must provide insurance policies that contain, or are endorsed to contain, the following provisions:

1. The City must be named as an "additional insured" with respect to all liability arising out of activities performed by or on behalf of SJP, and vehicles owned, occupied or used by SJP.
2. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to each receiving Party.
3. The receiving Party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. All policies of insurance shall, where applicable, favor all receiving Parties with a waiver of subrogation.
5. Workers' Compensation and Employers Liability Coverage: The insuring Parties

and the insurer shall agree to waive all rights of subrogation against each "additional insured" party, its officers, officials, employees and volunteers for losses arising from work performed by the insuring Party for each "additional insured" Party.

6. All Coverages

- a. Each insurance policy required by this article shall be endorsed to state that coverage shall not be suspended, voided, cancelled by any party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to each party listed as "additional insured."
- b. All policies shall provide primary coverage over any other coverage.
- c. Coverage should be endorsed to cover the proper "territory" of operations.

**C. Acceptability of Insurance**

Insurance coverage shall be procured from and provided by an insurer authorized to do and doing business in the State of Louisiana with a Best's Credit Rating of no less than A.

**C. Verification of Coverage**

The Parties to this Agreement shall furnish to each other Party certificates of insurance effecting coverage required by this article. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates for each insurance policy are to be received and approved by the receiving party prior to use of the facilities under this Agreement. Each Party reserves the right to require complete, certified copies of all required policies, at any time.

**D. Rental Fees for Community Centers**

The Parties agree that the following costs are established for daily use of the community centers under this Agreement. The fees in this chart apply to the use of each facility and are not to be considered a single cost for the use of all facilities:

1. Monday – Saturday: \$25 per hour or \$600 per day; and
2. Sunday: \$35.00 per hour or \$840.00 per day.

**RESOLUTION**

**STATE OF LOUISIANA  
CITY OF MONROE**

NO. \_\_\_\_\_

The following Resolution was offered by Mr. /Ms. \_\_\_\_\_ who moved for its adoption and was seconded by Mr. /Ms. \_\_\_\_\_.

**A RESOLUTION APPROVING A COOPERATIVE ENDEAVOR AGREEMENT TO SEEK RAISE GRANT PROGRAM FUNDING FOR PASSENGER RAIL TERMINALS AND FURTHER PROVIDING WITH RESPECT THERETO.**

**WHEREAS**, the United States Department of Transportation (“DOT”), published a Notice of Funding Opportunity for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program (the “Funding Opportunity”) that permits eligible entities to seek funding for certain capital projects, including passenger and freight rail transportation projects, and detailed the application requirements and procedures to seek grant funding;

**WHEREAS**, the development of intercity passenger rail service serves important public purposes for and within affected cities and regions, including the reduction of congestion, increasing travel choice and capacity, diversifying the transportation network, and promoting economic development through the creation of jobs and investments into infrastructure;

**WHEREAS**, the I-20 corridor, stretching from Vicksburg, Mississippi, to Shreveport, Louisiana, is not currently served by an intercity passenger rail service, and the development of an intercity passenger rail service connecting the I-20 corridor through Monroe, Ruston, and Shreveport will advance these public purposes and provide direct, tangible benefits to the citizens of these cities, their states, and the southeastern region;

**WHEREAS**, the City of Monroe desires to enter into a cooperative endeavor agreement with the cities of Ruston, Louisiana, and Shreveport, Louisiana, to submit a joint application in response to the Funding Opportunity and to set forth the roles, responsibilities, and obligations of the parties with respect to the application; and

**WHEREAS**, a copy of the Cooperative Endeavor Agreement to Seek Raise Grant Funding for I-20 Passenger Rail is attached hereto and made part hereof.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, Mayor Friday Ellis be and is hereby authorized to execute the attached Cooperative Endeavor Agreement to Seek Raise Grant Funding for I-20 Passenger Rail.

This Resolution was submitted in writing and was then submitted to a vote as a whole, the vote thereon being as follows:

**AYES:**

**NAYS:**

**ABSENT:**

And the Resolution was declared **ADOPTED** on December 23, 2024.

\_\_\_\_\_  
**CHAIRPERSON**

\_\_\_\_\_  
**CITY CLERK**



December 16, 2024

Mayor Friday Ellis - Monroe, LA  
Mayor Tom Arceneaux - Shreveport, LA  
Mayor Ronny Walker - Ruston, LA

**Re: Proposal for US DOT RAISE Grant-Writing Services**

Dear Mayor Ellis, Mayor Arceneaux, and Mayor Walker,

On behalf of Sustainable Strategies DC, LLC, and Transportation for America (T4A) I am pleased to provide this proposal for services to support Monroe, Shreveport, and Ruston in their efforts to develop and submit a competitive proposal for proposal to the US DOT Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant program to support the Gulf Coast passenger rail service by the January 30, 2025, deadline. This proposal outlines a scope of services that Sustainable Strategies DC, LLC would provide alongside T4A, and proposes the compensation arrangement and other terms for our firm to conduct these services.

**Scope of Services**

Sustainable Strategies DC, LLC is prepared to offer the following services to assist Baton Rouge in submitting the most competitive DOT RAISE grant possible:

- 1.) **Game Plan Memo:** Sustainable Strategies DC will share a game plan memo with the T4America and SRC project team that includes internal delegation of tasks and suggested deadlines for completing grant requirements. The timing for the deliverable is 12/20/24.
- 2.) **Strategic Guidance:** Sustainable Strategies DC and T4A will lead project team calls to confirm the project scope, budget, and narrative approach. Sustainable Strategies and T4A will be on-call throughout the application development to help answer questions and competitively shape the project for RAISE funding. Timing for deliverable: First all-hands call to go over Game Plan Memo by 1/8/25.
- 3.) **Gathering Stakeholder Support:** Sustainable Strategies DC and T4A will work with the applicant communities to identify key stakeholders and political officials who should be endorsing and supporting the project and will develop a draft stakeholder support letter template to distribute to partners for signature. Sustainable Strategies DC will also draft



a match commitment letter template to provide the required evidence for matching commitments. Timing for deliverable: templates completed for distribution 1/10/25.

- 4.) **BCA Development:** T4A will work with the applicant communities to gather the data necessary to develop the required Benefit-Cost Analysis for the grant. T4A will calculate project benefits and provide the required spreadsheet and narrative description of the Benefit-Cost Analysis for the grant application.
- 5.) **Drafting and Submission:** Sustainable Strategies DC will draft the proposal according to the guidance provided in the Notice of Funding Opportunities (NOFO) for review by the applicant communities and T4A. Sustainable Strategies DC will incorporate all edits and suggestions into a final narrative for submission. Sustainable Strategies DC will coordinate with the applicant communities to complete attachments, including the SF-424 documents, , Environmental Compliance Documentation, budget, certifications, financial capability questionnaire, and project maps. Sustainable Strategies DC will lead the submission process on grants.gov. Timing for deliverable: draft for review by COB 1/24/25 final materials for submission by COB 1/29/25.
- 6.) **Advocacy:** As the US DOT RAISE grant program is highly competitive, demonstrating political support for the project is critical to securing funds. Sustainable Strategies DC and T4A will develop a strategy for advocating for the grant application. Advocacy efforts will include securing letters of support from US Members of Congress, as well as planning for advocacy meetings (zoom or in-person) when the grants are under review. Timing for deliverable: advocacy materials and plan by 2/14/25.

#### **Background on Sustainable Strategies DC**

Sustainable Strategies DC is a government affairs and strategic consulting firm based in Washington, DC, and Denver, CO, that helps clients secure resources for revitalization and other community needs. We represent local governments, non-profits, transportation authorities, and other community development entities with a focus on sustainable economic development, public health and safety, affordable housing, parks and recreation, and infrastructure improvements. Sustainable Strategies DC provides consulting on community revitalization, project funding guidance, grant-writing services, congressional and agency advocacy, support for the formation of public-private partnerships, and environmental legal counsel. We have helped communities across America succeed on innovative local projects and secure hundreds of millions of dollars in resources for those projects. S<sup>2</sup> has extensive experience and success with securing federal transportation infrastructure dollars for our clients. Recent successes through this work include:

- \$20 million in US DOT RAISE grant funds to support the construction of passenger rail stations in Baton Rouge and Gonzales, LA [developed in partnership with T4A].
- \$178 million in Federal Rail Administration (FRA) Consolidated Rail Infrastructure & Safety Improvements grant funds for the Southern Rail Commission to restore passenger rail service along the Gulf Coast [developed in partnership with T4A and Amtrak].

- \$4.4 million in FRA Restoration & Enhancement grant funds for the Southern Rail Commission to restore passenger rail service along the Gulf Coast [developed in partnership with T4A].
- \$1,000,000 in FRA Corridor Identification & Development Program (CIDP) for the Southern Rail Commission, including \$500,000 to advance the restoration of service to the Gulf Coast Passenger Rail Line and \$500,000 to advance the I-20 Corridor Intercity Passenger Rail service [developed in partnership with T4A].
- \$25 million in US DOT RAISE grant funds for the
- \$25 million in US DOT RAISE grant funds for the North End, Point, & Washington Neighborhood Rail Overpass in Dubuque, IA
- \$24 million in US DOT RAISE grant funding for the Colorado Department of Transportation's MOVE Western Slope project.
- \$19.6 million in US DOT RAISE grant funds for the City of Rochester, MN, to support the 6<sup>th</sup> Street Bridge project.
- \$5 million in US DOT RAISE grant funds to support the Mobility Zones project, which will engage historically disadvantaged communities to co-create sustainable and equitable mobility projects in the greater Sacramento region.
- \$1.2 million in US DOT RAISE grant funds to support the Yolo County Transportation District Bike & Pedestrian Trail Network Planning project.

### **Background for Transportation for America**

Transportation for America (T4A) is a DC based advocacy organization made up of local, regional and state leaders who envision a transportation system that safely, affordably and conveniently connects people of all means and ability to jobs, services, and opportunity through multiple modes of travel. T4A advocates federally for issues regarding surface transportation and provides local technical assistance for cities and states across the country. The organization has had extensive involvement in the expansion of passenger rail in the United States in the past decade. Over the past 10 years, T4A has worked with partners on Capitol Hill and provided guidance and language for discretionary programs including: the Consolidated Rail Infrastructure and Safety Improvements, Restoration and Enhancement, Corridor Identification, and the Interstate Rail Compact grant programs. T4A has worked closely with Sustainable Strategies on grant applications for rail. T4A currently supports political advocacy and grant administration for the Southern Rail Commission and the Harrison County Development Commission.

### **KEY STAFF**

**Ashley Badesch, Partner:** The scope of work will be performed primarily by Ashley Badesch, who leads S<sup>2</sup>'s Western Office, based in Denver, CO, with the support of Debra Figueroa, Principal, Spiro Maleki, Associate, and Floyd McCluhan, Associate. Ashley is directly responsible for securing millions of dollars in federal and state funds to support local government and non-profit projects. Prior to joining Sustainable Strategies DC, Ashley worked at the Center for

International Policy. Ashley earned her J.D., Magna Cum Laude, at Georgetown University Law Center. She received her Master of Public Policy with a focus in Environmental Policy, as well as a Bachelor of Arts in Spanish and a Minor in Philosophy from the University of Virginia.

***John Robert Smith, Chairman of Transportation for America:*** The scope of work will be performed primarily by John Robert Smith, Michael Rodriguez, Beth Osborne, and Jaibin Mathew. John Robert became chairman in 2012 after leading Reconnecting America as President & CEO. Prior to his role there, he served as Mayor of Meridian, Mississippi for 16 years. He guided the development and construction of the Southeast's first multi-modal transportation center, Meridian Union Station. John Robert has served on numerous boards including the US Conference of Mayors, National Forum on the Future of Passenger Rail, and as a Chairman of Amtrak's Board of Directors from 1998-2003. A two-time graduate of the University of Mississippi and a Graduate of the Senior Executive in State & Local Government program at Harvard's Kennedy School of Government.

***Michael Rodriguez, Director of Research for Smart Growth America:*** Michael Rodriguez conducts and oversees quantitative and qualitative research through SGA's many research initiatives. His expertise is in fiscal and economic impacts of transportation and infrastructure projects, especially with regard to smart growth and walkability. SGA, Michael leads Benefit-Cost Analysis and technical assistance for communities seeking federal grants such as RAISE and CRISI. He holds a dual MPA and an M.S. in Urban and Regional Planning from the University of Wisconsin – Madison, and is currently a PhD doctoral dissertator in Public Policy at George Washington University.

***Beth Osborne, Director of Transportation for America:*** She was previously at the U.S. Department of Transportation, where she served as the Acting Assistant Secretary for Transportation Policy and the Deputy Assistant Secretary for Transportation Policy since 2009. At DOT, Beth managed the TIGER Discretionary Grant program, the Secretary's livability initiative, the development of the Administration's surface transportation authorization proposal, and the implementation of MAP-21. Before joining DOT, Beth worked for Sen. Tom Carper (DE) as an advisor for transportation, trade and labor policy, as the policy director for Smart Growth America and as legislative director for environmental policy at the Southern Governors' Association.

***Jaibin Mathew, Policy Associate at Transportation for America.*** Jaibin works on passenger rail, pedestrian safety, and walking and biking infrastructure. He works with the Southern Rail Commission on grant management work concerning the CIDP. He also leads the National Complete Streets Coalition's Federal Advocacy Working Group. He graduated from Georgetown University with a degree in Science, Technology, & International Affairs.


#### **Compensation & Terms**

Sustainable Strategies DC, LLC proposes to conduct this effort under the following compensation arrangement:

- \$15,000 lump sum to Sustainable Strategies DC for grant-writing, strategic consulting, and advocacy to be invoiced upon grant submission.
- \$15,000 lump sum to T4A for development of Benefit-Cost Analysis to be invoiced upon grant submission.
- \$7,500 lump sum to T4A for strategic consulting and review to be invoiced upon grant submission.

Thank you for your consideration of this proposal. Please do not hesitate to contact me with any questions.

Sincerely,



Ashley Badesch  
Principal  
Sustainable Strategies DC

Authorized and agreed to by

---

Authorized Representative

---

Date

**COOPERATIVE ENDEAVOR AGREEMENT  
TO SEEK RAISE GRANT FUNDING FOR I-20 PASSENGER RAIL**

This Cooperative Endeavor Agreement (“Agreement”) is entered into on \_\_\_\_\_, by and between the parties set forth below on the terms and conditions set forth herein.

**Parties**

The following political subdivisions are parties to this Agreement:

**THE CITY OF MONROE, LOUISIANA** (“Monroe”), a political subdivision of the State of Louisiana, appearing herein through Mayor Friday Ellis;

**THE CITY OF SHREVEPORT, LOUISIANA** (“Shreveport”), a political subdivision of the State of Louisiana, appearing herein through Mayor Tom Arceneaux; and

**THE CITY OF RUSTON, LOUISIANA** (“Ruston”), a political subdivision of the State of Louisiana, appearing herein through Mayor Ronny Walker.

The parties to this Agreement may be referred to collectively as “Cities,” individually as “City,” or by reference to the informal name for each municipality set forth above.

**Recitals**

**WHEREAS**, the development of intercity passenger rail service serves important public purposes for and within affected cities and regions, including the reduction of congestion, increasing travel choice and capacity, diversifying the transportation network, and promoting economic development through the creation of jobs and investments into infrastructure;

**WHEREAS**, the I-20 corridor, stretching from Vicksburg, Mississippi, to Shreveport, Louisiana, is not currently served by an intercity passenger rail service, and the development of intercity passenger rail service connecting the I-20 corridor will advance these public purposes and provide direct, tangible benefits to the citizens of these Cities;

**WHEREAS**, the United States Department of Transportation (“DOT”), published a Notice of Funding Opportunity for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program (the “Funding Opportunity”) that permits eligible entities to seek funding for certain capital projects, including passenger and freight rail transportation projects, and detailed the application requirements and procedures to seek grant funding;

**WHEREAS**, the Cities desire to submit a joint RAISE Grant Program application (the “Grant Application”) in response to the Funding Opportunity to seek funds to design and build terminal stations in each of the Cities, including planning and property acquisition (if necessary);

**WHEREAS**, the Funding Opportunity permits multiple potential applicants to join together in the submission of an application, with one of the several applicants being designated as the “Lead Applicant”;

**WHEREAS**, the Cities desire to enter into this agreement to: designate the roles and responsibilities of each City in the preparation and submission of the Grant Application; designate the City of Monroe, Louisiana, as the lead applicant; provide authorization for the City of Monroe to act on behalf of the Cities and engage Sustainable Strategies DC and/or Transportation for America to assist with Grant Application; and provide for the payment of services by each City for its virile share of the costs of the preparation of the Gant Application; and

**WHEREAS**, under applicable state law and local law, each City has the power and authority to enter into this Agreement for the benefit of its citizens, to promote public purposes, and to further economic development.

#### **Agreement**

**NOW, THEREFORE**, for and in consideration of the benefit to the citizens of the Cities, to promote economic development, to enhance transportation alternatives, and to further public purposes, the Cities do agree as follows:

1. **Purpose.** The purposes of this Agreement are to permit and facilitate the Cities’ submitting a joint Grant Application in response to the Funding Opportunity and to provide for the roles, responsibilities, and obligations of each City.

2. **Agreement Limited to Grant Application.** This Agreement governs the preparation of, payment for, and submission of the Grant Application in response to the Funding Opportunity. In the event of a subsequent award through the Funding Opportunity, the Cities shall negotiate an amendment to this Agreement setting forth the respective obligations and responsibilities of the Cities with respect to the award.

3. **Term.** The term of this Agreement shall commence on the date of the signature of the last executing party (“Effective Date”) and shall continue through the formal award notice concerning the Funding Opportunity. The term of this Agreement shall not exceed a period of two (2) years from the Effective Date unless the term is extended in accordance with Section 4 of this Agreement.

4. **Automatic Extension in Event of Award.** If the Cities are awarded funds under the Funding Opportunity, this Agreement shall automatically extend until three (3) years from the Effective Date to permit amendment of this Agreement to set forth the respective obligations and responsibilities of the Cities with respect to the award.

5. **Designation of Authorized Representative.** Each City shall designate a primary point of contact to serve as the City’s authorized representative for purpose of this Agreement, for receiving communications and notices in response to this Agreement, and for executing required or necessary documents.

6. **Approval to Submit Grant Application.** The execution of this Agreement shall constitute each City's approval to submit a joint Grant Application in response to the Funding Opportunity on the terms and conditions set forth herein.

7. **Designation of Lead Applicant.** The Cities agree that Monroe shall be designated as the "Lead Applicant" on the Grant Application for the Funding Opportunity. Ruston and Shreveport shall be designated as "Joint Applicants."

8. **Preparation of Grant Application.** Monroe, as Lead Applicant, shall be primarily responsible for the preparation and submission of the Grant Application. Subject to the terms and conditions set forth herein, the Cities acknowledge that the preparation of the Grant Application, including the identification of eligible projects, preparing the scope of work, designating project components, and preparation of the cost-benefit analysis, will be accomplished by Monroe contracting with third parties, Sustainable Strategies DC and/or Transportation for America (the "Grant Writers"), to prepare the Grant Application and submissions.

9. **Authorization to Proceed with Grant Writers.** By entering into this Agreement, the Cities authorize the Grant Writers, through an agreement with the City of Monroe, to perform work on behalf of the Cities in the preparation of the Grant Application. The parties agree that the work performed shall be subject to the terms and conditions of a contract between the City of Monroe and the Grant Writers.

10. **Communication and Cooperation with the Grant Writers.** The Cities are authorized to communicate directly with and shall cooperate with to achieve the purposes of the Agreement and to assist with the preparation of the Grant Application and preparing the scope of the project. The Cities shall timely respond to requests by the Grant Writers for documents, data, and any other information necessary to ensure timely and complete submission of the Grant Application.

11. **Cost Sharing.** The total cost for the preparation and submission of the Grant Application is \$37,500.00. The Cities are solely responsible for their virile share (one-third) of the cost of the preparation and submission of the Grant Application and the work performed by the Grant Writers. No City shall be responsible for any other City's share of the costs and expenses.

12. **Payments to Grant Writers.** Monroe shall be responsible for the receipt and payment of all invoices submitted by the Grant Writers under this Agreement. The Cities agree that payment for their share of each invoice is a material condition of this agreement, and that breach of these payment provisions may result in immediate and substantial harm. To ensure timely and prompt payment, and to avoid potential disputes over payments of invoices, the following procedures will be utilized for the payment of invoices:

- a. All invoices shall be submitted directly to Monroe and must include an itemized schedule of costs and fees.

- b. Within three (3) business days of receiving the invoice, Monroe will send the invoice to the authorized representative for each respective City.
- c. Within ten (10) business days of receipt of the invoice from Monroe, each City shall either (i) remit payment to Monroe for its share of the invoice or (ii) notify Monroe that there is a dispute as to the amount of the invoice or the City's share of the invoice using the Dispute Procedures set forth below.
- d. **Dispute Procedures.** If there is a dispute concerning an invoice, the following procedures shall be used:
  - i. The disputing City shall remit all uncontested amounts to Monroe for payment to the Grant Writers;
  - ii. The disputing City shall provide a written explanation of the reasons for the dispute and specifically identify the contested items and amounts.
  - iii. Monroe, the Grant Writers, and the disputing City shall make reasonable efforts to resolve any disputes amicably.
- e. After receiving each City's share of the invoiced amount, including any undisputed amounts in the event of a dispute, Monroe shall timely remit all payments to the Grant Writers on behalf of the Cities.
- f. No City shall be responsible for or required to pay any other City's share of the costs and expenses.

**13. Authorization to Monroe to Act and Execute Application.** Ruston and Shreveport authorize Monroe to execute any required documents necessary to submit the Grant Application. In accordance with the requirements of the Funding Opportunity, Shreveport and Ruston shall submit a signed statement from its authorized representative affirming that the City joins the Grant Application submitted by Monroe.

**14. Post-Application Submittals.** The Cities agree that, should there be any requests for additional information after submission of the Grant Application, each City will cooperate with and promptly respond to all requests for additional information or submissions. Monroe shall be authorized to submit any required post-Grant Application submissions on behalf of the Cities and shall, with the written approval of each City, be permitted to engage the Grant Writers to assist with the preparation of any post-Grant Application submittals. To the extent that any additional costs or work is required by the Grant Writers for post-Grant-Application submittals, the procedure for the payments of invoices in Section 9 shall apply.

**15. Written Amendment Required.** None of the terms of this Agreement may be modified, waived, altered, amended, supplemented, extended, consolidated, replaced, exchanged or otherwise changed except by an instrument in writing duly executed by all the Cities.



16. **Withdrawal.** Any City may withdraw from this Agreement upon thirty (30) days' written notice to all other Cities, and the thirtieth day after such notice shall be considered the effective date of withdrawal. The withdrawing City shall be responsible for its share of all costs and expenses incurred through the effective date of withdrawal, including all costs or expenses in revising the Grant Application, submissions, or plans necessitated by the City's withdrawal. The withdrawing City shall have no further obligations under this Agreement after the effective date of its withdrawal.

17. **Termination.** This Agreement may not be terminated without the written consent of all Cities who are parties to this Agreement at the time of termination. If this Agreement is terminated, the terminating Cities shall be responsible for their share of all costs and expenses incurred through the date of termination.

18. **Governing Law.** This Agreement shall be governed by the laws of the State of Louisiana without regard or reference to any choice of law or conflict of law provisions.

19. **Forum.** Any dispute arising from or action to enforce the terms of this Agreement shall be decided solely and exclusively in a court of competent jurisdiction situated in Ouachita Parish, Louisiana. The Cities consent to jurisdiction in a court of competent jurisdiction in Ouachita Parish, Louisiana.

20. **Notices.** All notices concerning this Agreement must be sent in writing to the following:

**To Monroe, Louisiana:**

Mayor Friday Ellis  
City of Monroe, Louisiana  
400 Lea Joyner Memorial Expy.  
Monroe, LA 71201

**To Ruston, Louisiana:**

Mayor Ronny Walker  
401 N. Trenton  
Ruston, LA 71270

**To Shreveport, Louisiana:**

Mayor Tom Arceneaux  
505 Travis Street, Ste. 200  
Shreveport, LA 71101

21. **Executed in Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

\*\*\*\*\*

**SIGNATURE PAGES FOLLOW**

**MONROE, LOUISIANA**

THUS DONE AND SIGNED on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, at Monroe, Louisiana.

WITNESSES:

**CITY OF MONROE, LOUISIANA**

\_\_\_\_\_

BY: \_\_\_\_\_  
Friday Ellis, Mayor

\_\_\_\_\_

**RUSTON, LOUISIANA**

THUS DONE AND SIGNED on this \_\_\_\_ day of \_\_\_\_\_, 2024, at Ruston, Louisiana.

WITNESSES:

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

**CITY OF RUSTON, LOUISIANA**

BY: \_\_\_\_\_  
Ronny Walker, Mayor

**SHREVEPORT, LOUISIANA**

THUS DONE AND SIGNED on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, at Shreveport, Louisiana.

WITNESSES:

**CITY OF SHREVEPORT, LOUISIANA**

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

BY: \_\_\_\_\_  
Tom Arceneaux, Mayor

**RESOLUTION**

**STATE OF LOUISIANA  
CITY OF MONROE**

**NO.** \_\_\_\_\_

The following Resolution was offered by Mr. /Ms. \_\_\_\_\_ who moved for its adoption and was seconded by Mr. /Ms. \_\_\_\_\_.

**A RESOLUTION APPROVING A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF MONROE AND THE OUACHITA PARISH POLICE JURY FOR THE SENIOR CITIZEN INITIATIVE UNIT AND FURTHER PROVIDING WITH RESPECT THERETO.**

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**WHEREAS**, the United States Congress has enacted Public Law No. 117-2, known as the American Rescue Plan Act of 2021 (“ARPA”), which, in part, establishes the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which provides funding for states and localities to address the economic and health consequences of the COVID-19 pandemic;

**WHEREAS**, ARPA funds were disbursed to states and local governments, including the Ouachita Parish Police Jury (“Police Jury”);

**WHEREAS**, the United States Treasury has promulgated a final rule, detailing the requirements and standards for using Coronavirus State and Local Fiscal Recovery Funds at 31 C.F.R. Part 35;

**WHEREAS**, 31 C.F.R. 35 authorizes recipients of Coronavirus State and Local Fiscal Recovery Funds to utilize such funds to make investments in qualifying projects;

**WHEREAS**, the Policy Jury has allocated portions of its ARPA funds for the purpose of implementing projects to promote recovery from the pandemic;

**WHEREAS**, as authorized by the provisions of 31 C.F.R. 35, the Police Jury has agreed to provide \$20,000.00 in funding from the Police Jury’s ARPA allocation to the City for the Senior Citizen Initiative Unit as a proactive measure to enhance quality of life for senior citizens within the community (hereinafter “Project”);

**WHEREAS**, the Police Jury and the City desire to enter into the attached Subrecipient Agreement (the “Agreement”) to establish a contractual relationship for the purpose of funding the City’s Project;

**WHEREAS**, the City’s Project shall yield benefits to the public through addressing crime and improving post-pandemic quality of life; and

**WHEREAS**, this transfer or expenditure of public funds or property is not a gratuitous donation.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Monroe, Louisiana, in legal session convened, that Mayor Friday Ellis is hereby authorized to execute a Subrecipient Agreement, a copy of which is attached hereto and made a part hereof, by and between the City of Monroe and the Ouachita Parish Police Jury.

This Resolution having been submitted in writing, introduced and was then submitted to a vote as a whole, the vote thereon being as follows:

**AYES:**

**NAYS:**

**ABSENT:**

And the Resolution was declared **ADOPTED** on December 23, 2024.

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**CHAIRPERSON**

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**CITY CLERK**



Tom Malmay  
West Monroe, Louisiana 71291  
Phone: 318-450-5990  
Tom@malmay.com

December 9, 2024

To: Mary Tellis, Assistant Chief Monroe Police Department

From: Tom Malmay, Recovery Manager Ouachita Parish Police Jury

Re: Transmittal of Ouachita Parish Police Jury CEA with the City of Monroe

Congratulations on the project award of \$20,000. Enclosed are two copies of the CEA between the Ouachita Parish Police Jury and the City of Monroe. Please have your legal counsel review the agreement and direct any questions or changes to Jay Mitchell, Legal Counsel for the Ouachita Parish Police Jury, at 318-327-1340.

Once your review is complete, Mayor Ellis will sign each copy. I will retrieve an original on behalf of the Ouachita Parish Police Jury.

Best Regards,

A handwritten signature in black ink, appearing to read 'Tom Malmay'. The signature is fluid and cursive, written over a white background.

Tom Malmay  
Malmay & Associates, LLC

Cc: File

STATE OF LOUISIANA

PARISH OF OUACHITA

**OUACHITA PARISH POLICE JURY  
AMERICAN RESCUE PLAN ACT OF 2021  
SUBRECIPIENT AGREEMENT**

This American Rescue Plan Act (ARPA) Subrecipient Agreement ("Agreement") is made effective as of the 1st day of December, 2024 ("Effective Date") by and between the **Ouachita Parish Police Jury ("OPPJ")** and **City of Monroe ("Subrecipient")**, a political subdivision of the State of Louisiana. The foregoing OPPJ and Subrecipient shall sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the Subrecipient was heavily impacted by the SARS COVID-19 Pandemic; and

WHEREAS, OPPJ wishes to engage Subrecipient to implement projects to promote the Subrecipient's recovery from the Pandemic.

NOW THEREFORE, the Parties agree that the Grant Funds will be administered in accordance with the following terms and conditions:

**I. SUBRECIPIENT PROGRAM**

Subrecipient will be responsible for performing the activities detailed in Exhibit "A", ("Monroe Police Department Senior Citizen Initiative Unit") which may be amended from time to time, and is hereby incorporated by reference ("Subrecipient Program Description").

**II. TERM**

The period of performance for all activities (except for those activities required for the close out and final audit) assisted pursuant to this Agreement shall commence as of December 1, 2024, shall end upon final close-out of the grant by the OPPJ and/or U.S. Treasury (or its designee). Any funds not properly used by the end of the term, unless approved otherwise in writing by OPPJ, promptly shall be remitted, in full and without off-set or deduction, to OPPJ.

**III. BUDGET**

The Parties agree to the Subrecipient's budget for the Program attached hereto as Exhibit "B". OPPJ may also require additional budget information, and Subrecipient



shall provide such supplementary budget information in a timely fashion in the form and content prescribed by OPPJ. Any change to budgeted amounts, must be approved in writing by OPPJ before such changes are allowed and deemed eligible.

#### IV. GRANT FUNDS

It is expressly agreed and understood that the total amount to be paid by OPPJ under this Agreement shall not exceed **\$20,000.00** ("Grant Funds").

OPPJ reserves the right to reduce the Grant Funds if funding from Treasury is not provided at the currently anticipated levels and/or if the actual costs for the approved activities are less than those set forth in the Budget.

#### V. DISBURSEMENT OF GRANT FUNDS

The Grant Funds shall be distributed to the Subrecipient as follows:

- a) Following the execution of this agreement, OPPJ will distribute the Grant Funds to Subrecipient upon Subrecipient's submission to OPPJ of one or more completed request(s) for grant funds, using the forms provided by OPPJ and including supporting documentation.
- b) Subrecipient shall certify in a sworn statement made by a senior official with each request for Grant Funds that to the best of its knowledge based on the information available to Subrecipient at the time and after making due inquiry: (i) all statements and representations previously made regarding this Agreement are correct and complete; and (ii) the funds do not duplicate reimbursement of costs and services from any other source.
- c) No payment by OPPJ of an improper, unauthorized, or unallowable request for disbursement shall constitute a waiver of OPPJ's right, whether before, during, or after making any payment, to: (i) challenge the validity of such payment; (ii) enforce all rights and remedies set forth in this Agreement or provided under applicable law; (iii) require and receive a full repayment or refund of all payments made by OPPJ to Subrecipient that were not under this Agreement or (iv) take corrective or remedial administrative action including, without limitation, suspension or termination of Subrecipient's funding under this Agreement.
- d) The use of Grant Funds is conditioned upon Subrecipient incurring allowable costs permitted under the terms of this Agreement or as otherwise pre-approved, in writing, by OPPJ. Subrecipient shall not be reimbursed for any costs until all environmental conditions have been fully satisfied and OPPJ has issued the environmental clearance required thereunder, unless the activity is environmentally exempt or falls under a categorical exclusion.

- e) In the event cognizant State or Federal Government authorities disallow any of the costs incurred by Subrecipient, Subrecipient shall immediately remit to OPPJ any funds received by Subrecipient pursuant to this Agreement for the unallowable costs. Subrecipient may request that, and OPPJ shall reasonably consider Subrecipient's request and decide whether, OPPJ will challenge the State or Federal determination and pursue other legal recourse to secure these funds; however, OPPJ maintains the sole discretion in deciding whether to pursue such funds, may request that Subrecipient pay any costs associated with such effort, and may require that Subrecipient return the questioned funds until a final outcome is reached.

## VI. NOTICES

All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing and shall be deemed to be effective as of the date sent by certified mail, return receipt requested. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice. Communication and details concerning this contract shall be directed to the following contract representatives:

OPPJ: Ouachita Parish Police Jury  
P.O.Box 3007  
Monroe, Louisiana 71210  
Attn: Matt Brickey, ARPA Program Manager

Subrecipient: City of Monroe  
400 Lea Joyner Expressway  
Monroe, LA 71201  
Attn: Director of Administration

## VII. GENERAL CONDITIONS

### A. Compliance

Subrecipient agrees to comply with the requirements of Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities (SFLRF) v.5 dated September 22, 2022.

Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, Treasury Notices, policies, and guidelines, whether existing or to be

established, provided the same are applied to activities occurring after the date the policy or guideline was established, governing the Grant Funds provided under this Agreement. In the event a conflict arises between the provisions of this Agreement and any of the foregoing, the Federal, State, and local laws, regulations, Treasury Notices, policies, and guidelines shall control and this Agreement shall be interpreted in a manner so as to allow for the terms contained herein to remain valid and consistent with such Federal, State, and local laws, regulations, Treasury Notices, policies, and guidelines. Subrecipient further agrees to utilize Grant Funds available under this Agreement to supplement rather than supplant funds otherwise available.

#### B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. Subrecipient shall always remain an "independent contractor" with respect to the efforts to be performed under this Agreement. OPPJ shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as Subrecipient is an independent entity.

#### C. Hold Harmless

Subrecipient shall and hereby agrees to hold harmless, defend (with counsel acceptable to OPPJ) and indemnify OPPJ and each and all of its successors, affiliates, or assigns, and any of any of their employees, officers, directors, attorneys, consultants, agents, directors, officers, managers, and affiliates, from and against any and all damages, costs, attorneys' fees, claims, expenses, injuries, property damage, causes of action, violations of law, violations of this Agreement, and losses of any form or nature arising from or related to the conduct of Subrecipient in the performance of the efforts called for in this Agreement. This indemnity shall expressly include, but is not limited to, the obligation of Subrecipient to indemnify and reimburse OPPJ for any and all attorneys' fees and other litigation or dispute resolution costs incurred or to be incurred in OPPJ's enforcement of this Agreement or any portion thereof against Subrecipient or otherwise arising in connection with Subrecipient's breach, violation, or other non-compliance with this Agreement. This clause shall survive indefinitely the termination of this Agreement for any reason.

#### D. Workers' Compensation

Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement unless granted an exemption by the OPPJ.

#### E. Insurance & Bonding

Subrecipient shall carry sufficient insurance coverage and bonding from insurers licensed to conduct business in Louisiana to protect all contract assets from loss due to

any cause, including but not limited to, theft, fraud, and/or physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from OPPJ. OPPJ shall be named as an additional insured on all such insurance and shall meet all other insurance requirements as OPPJ may impose from time to time. In addition, all insurance carriers and bonding companies shall meet minimum size and financial stability/financial rating requirements as may be imposed by OPPJ from time to time. Certificates of insurance shall be provided to OPPJ and full and complete copies of the policies and/or bonds shall be provided to OPPJ upon its request for the same.

#### F. OPPJ Recognition

Unless otherwise directed by OPPJ, Subrecipient shall ensure recognition of the role of Treasury and OPPJ in providing funding, services, and efforts through this Agreement. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

#### G. Amendments

This Agreement may be amended provided that such amendments make specific reference to this Agreement, comply with programmatic policies, procedures, and guidelines, are executed in writing and signed by a duly authorized representative of each Party, and approved by OPPJ's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Parties from their obligations under this Agreement. OPPJ may, in its sole discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the Grant Funds or the Subrecipient Program Description, such modifications will be incorporated in a written amendment signed by the Parties.

#### H. Suspension or Termination

OPPJ may suspend or terminate this Agreement if Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason except those beyond Subrecipient's control, of Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by Subrecipient to OPPJ of reports that are untimely, incorrect, or incomplete in any material respect.

This Agreement may also be terminated for convenience by OPPJ or Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination OPPJ determines that the remaining portion of the award will not accomplish the purpose for which the award was made, OPPJ may terminate the award in its entirety.

#### VIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

#### IX. WAIVER

OPPJ's failure to act with respect to a breach by Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of OPPJ to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

#### X. CHOICE OF LAW

This Agreement shall be governed by and construed under the laws of the State of Louisiana without giving effect to its conflict of law principles. Nothing in the Agreement shall preclude either Party from seeking injunctive relief to protect its rights under this Agreement.

The Parties consent to and agree that any and all disputes arising out of or relating in any way to the Agreement shall be subject to the exclusive jurisdiction of the state courts or Federal District Courts of Louisiana. The Parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

#### XI. COMPLIANCE WITH LAW

It is the intention and understanding of the Parties hereto that each and every provision of law required to be inserted in this Agreement should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then this Agreement shall forthwith, upon the application of any Party, be amended by such insertion to comply strictly with the law and without prejudice to the rights of any Party.

The application of this provision includes, but is not limited to, the federal grant regulations and requirements identified in Exhibit "C" to this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of the parties.

**Ouachita Parish Police Jury**

By: Shane Smiley  
Name: Shane Smiley  
Title: President  
DATE: DEC. 5, 2024

**City of Monroe**

By: \_\_\_\_\_  
Name: Friday Ellis  
Title: Mayor

PROJECT NAME: Public Safety

PROJECT DESCRIPTION: Page 1 of 1

## PROJECT DESCRIPTION.

Insert Project Description Here

### 1.0 Introduction

In 2024, the Monroe City Police Department (MPD) established the Senior Citizen Initiative Unit (SCI) as a proactive measure to enhance the quality of life for senior citizens within the community. This initiative is particularly significant given that many of these seniors reside in low to moderate-income areas and qualified census tracts. The post-pandemic world has seen a continuation of high crime rates, which disproportionately affect vulnerable populations such as senior citizens. The SCI Unit aims to address these challenges through a compassionate approach that fosters partnerships between seniors and law enforcement.

The project contributes to crime reduction by educating seniors on how to avoid becoming victims and how to monitor their neighborhoods for threats. **See Appendix B Crime Reduction.**

### 2.0 Project Background

The City of Monroe Police Department reported an increase in violent crime as a result of the COVID-19 pandemic from 2020 to 2022. The Monroe Police Department implemented countermeasures to mitigate the violence that continues into 2022 with success. This included more patrols, neighborhood engagement, public awareness, and training.

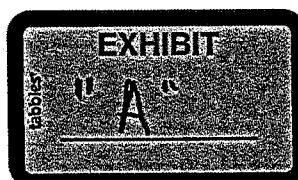
Violent Crime Drill-down - There was a 57% increase in murders from 2019 to 2020. Of the homicides that occurred in 2019, only 2 were not firearm-related. Of the homicides that occurred in 2020, only 1 was not firearm-related.

2019: 14 murders with 12 being firearm related.

2020: 22 murders with 21 being firearm related.

### 2.1 RECAP

In 2022, the Ouachita Parish appropriated \$150,000. To support the Monroe Police Department's efforts to reduce crime. In 2024, a supplemental project was developed that focuses on Senior Citizens.



## 2.2 MDP Senior Citizen Initiative Unit – 2024 Supplemental Project

The initiative focuses on addressing critical issues such as personal safety, victimization, health concerns post-COVID-19, crime reduction, and mental health support. See

### 2.3 Budget

Category	Amount
A. Enhance Personal Safety	\$600.
B. Reduce Victimization	\$100.
C. Address Health Concerns Post-COVID-19	\$1,200.
D. Crime Reduction	\$9,900.
E. Mental Health Support	\$1,700.
F. Administrative	\$6,500.
<b>Total Project Budget</b>	<b>\$20,000.</b>

### 3.0 Mission

The mission of the Senior Citizen Initiative Unit is to improve the safety, well-being, and overall quality of life for senior citizens in Monroe City. This is achieved by creating strong, trust-based relationships between seniors and law enforcement officers. The initiative focuses on addressing critical issues such as personal safety, victimization, health concerns post-COVID-19, crime reduction, and mental health support.

### 4.0 Goals

- A. **Enhance Personal Safety:** Educate seniors on personal safety measures and provide resources to help them protect themselves from crime.
- B. **Reduce Victimization:** Implement programs aimed at reducing the likelihood of seniors becoming victims of crime.
- C. **Address Health Concerns Post-COVID-19:** Provide information and resources related to health care, vaccination, and wellness programs tailored for seniors.
- D. **Crime Reduction:** Work collaboratively with community stakeholders to reduce crime rates in areas predominantly inhabited by senior citizens.



E. **Mental Health Support:** Offer mental health resources and support services to help seniors cope with post-pandemic stressors.

### 5.0 Objectives

#### A. Enhance Personal Safety

- Fire Prevention and Safety \$100.00
- Alert Lockdown Inform Counter Evacuate (A.L.I.C.E.) Training \$500.00

#### B. Reduce Victimization

- Fraud Prevention \$100.00

#### C. Address Health Concerns Post-COVID-19

- Senior Citizen Physical Health Education \$1,200.00

#### D. Crime Reduction

- Senior Citizen Police Academy \$3,000.00
- Older American Month Kickoff and Senior Citizen Prom Fostering
- Senior citizens and law enforcement partnership. \$6,900.00

#### E. Mental Health Support

- Senior Citizen Mental Health Education \$1,200.00
- Arts and crafts, senior citizen room, painting classes, exercise room, and monthly calendar of events - Social interaction among seniors and service providers. \$500.00

#### F. Administrative

- Professional Services \$1,500.00
- Printing, supplies, and equipment \$5,000.00

Total Project Investment IS \$20,000.00

### 6.0 Desired Outcomes

A. **Improved Safety Awareness:** Seniors will have increased knowledge about personal safety practices and feel more secure in their communities.

- B. **Decreased Crime Rates:** A measurable reduction in crimes targeting senior citizens in Monroe City.
- C. **Better Health Outcomes:** Enhanced access to healthcare services will lead to improved physical health among seniors.
- D. **Stronger Community Bonds:** Strengthening relationships between law enforcement officers and senior residents will foster a sense of community trust and cooperation.
- E. **Enhanced Mental Well-being:** Increased availability of mental health resources will improve the overall mental well-being of senior citizens.

#### **7.0 Total Project Investment**

The total project investment for the Senior Citizen Initiative Unit is \$20,000.00.

**ARCHITECT/ENGINEER'S COST ESTIMATE**

Estimated Number of Parcels to be Acquired:

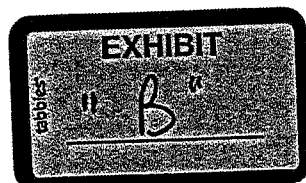
Estimated Number o Easements:

Anticipated Approvals/Permits to be Acquired:

**PROJECT BUDGET**

INSERT PROJECT BUDGET HERE

Project Budget: \$20,000.00



## EXHIBIT C

### FEDERAL GRANT REGULATIONS AND REQUIREMENTS

#### I. ADMINISTRATIVE REQUIREMENTS

##### A. Financial Management

###### I. Accounting Standards

Beneficiary agrees to comply with 24 CFR 85.20-26 or 84.20-28, as applicable, and to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

###### 2. Cost Principles

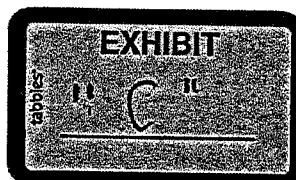
Beneficiary shall administer the program in conformance with OMB Circulars A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; A-122, "Cost Principles for Non-profit Organizations"; or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis (if allowed).

##### B. Documentation and Record Keeping

###### 1. Records to Be Maintained

Beneficiary shall maintain all records required by applicable law to be maintained, including but not limited to the Federal regulations specified in (I) 24 CFR Part 85, and Subpart C or 24 CFR Part 84, Subpart C, as applicable; and (3) the applicable Treasury Notices that are pertinent to the activities to be funded under this Agreement, as well as any additional records required by OPPJ. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the objectives of the ARPA Program, as modified by the Treasury Notices;
- c. Records required to determine the eligibility of activities;
- d. Records documenting compliance with federal equal employment opportunity components of the ARPA program; and
- e. Financial records as required by (I) 2CFR 200, as applicable.



## 2. Retention

Beneficiary shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of OPPJ's annual performance and evaluation report to Treasury in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then all such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

## 3. Data

Beneficiary shall maintain client data for efforts provided as required by OPPJ in an electronic format or such other format as agreed to by OPPJ. Such data may include, but is not limited to, name, racial, ethnic, and gender characteristics, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to cognizant federal authorities, OPPJ monitors, or their designees for review upon request.

## 4. Disclosure

Beneficiary understands that data collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Parties' responsibilities with respect to efforts provided under this Agreement are subject to applicable State and Federal privacy laws (e.g., the Federal Privacy Act, 5 U.S.C. § 552a).

## 5. Close-out

Beneficiary's obligation to OPPJ shall not end until all close-out requirements are completed. Close-out activities and requirements are subject to (1) 24CFR 85.50 or 84.71, as applicable; and (2) applicable Treasury Notices. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of assets (including the return of all unused materials, equipment, balances, and accounts receivable to OPPJ), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Beneficiary has control over Treasury funds, including Program Income.

## 6. Audits & Inspections

All Beneficiary records with respect to any matters covered by this Agreement shall be made available to OPPJ, Treasury, and the Comptroller General of the United

States, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Beneficiary within 30 days after receipt by Beneficiary. Failure of Beneficiary to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments and/or termination. Beneficiary hereby agrees to have an annual agency audit conducted in accordance with current OPPJ policy concerning Beneficiary audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Indirect Costs

Indirect costs will not be compensated for under this Agreement.

2. Progress Reports

In addition to deliverables and metrics specifically referenced in Exhibit A, Beneficiary shall submit regular Progress Reports to OPPJ in the form, content, and frequency as required by OPPJ. At a minimum, Progress Reports shall be submitted no less frequently than as required by (1) 24 CFR Part 85, Subpart C or 24 CFR Part 84, Subpart C, as applicable; and the applicable Treasury Notices.

3. Payment Procedures

In accordance with the terms in Section IV above, OPPJ will pay to Beneficiary funds available under this Agreement based upon information submitted by Beneficiary, consistent with the Beneficiary Program Description, the Budget, OPPJ policy concerning payments, and applicable federal and state law and regulation. In addition, OPPJ reserves the right to liquidate funds available under this Agreement for costs incurred by OPPJ on behalf of Beneficiary.

4. Reporting Obligations

The following chart summarizes some of the Beneficiary reporting obligations to OPPJ. This chart is not intended to catalogue all Beneficiary's reporting obligations under this Agreement. Note, some of the below reports require the submission of information related to contractors and subsequent subcontractors, which Beneficiary is responsible for collecting and providing to OPPJ.

<b>Report</b>	<b>Provision</b>	<b>Frequency</b>
Progress Report		Semi-Annually

## D. Sub-granting

### 1. Approvals

Beneficiary shall not enter into any sub-grant of the funds provided Beneficiary pursuant to this Agreement with any agency or individual without the prior written consent of OPPJ.

## E. Procurement/Contracting

### 1. General

Unless specified otherwise within this Agreement, Beneficiary shall procure all materials, property, equipment, or services in accordance with the requirements of 24 CFR 85.36 or 84.40-48, as applicable, including but not limited to the need to appropriately assess the lease versus purchase alternatives. Only when OPPJ's procurement policies are more stringent than those found at 24 CFR 85.36 or 84.40-48, as applicable, will Beneficiary be required to comply with current OPPJ policy concerning the acquisition of materials, property, equipment, or services.

### 2. Supplemental Conditions

Beneficiary shall include OPPJ's Supplemental Conditions, attached hereto as Exhibit E, in any contract entered into under this Agreement.

### 3. Records

Beneficiary shall maintain all records required by the Federal regulations specified in (1) 24 CFR Part 85, Subpart C or 24 CFR Part 84, Subpart C, as applicable; and (2) the applicable Treasury Notices. Only when OPPJ's procurement record retention standards are more stringent than Federal regulation shall Beneficiary maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

### 4. Travel

Travel costs are not allowed unless authorized by OPPJ. In the event that OPPJ authorizes travel, Beneficiary shall comply with Treasury's Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities (SFLRF) v.5 dated September 22, 2022. Beneficiary shall obtain prior written approval from OPPJ for any travel to out of service area assignments.

## 5. PROOF OF NON-DEBARMENT

Beneficiary shall provide OPPJ with proof (e.g. a screenshot of an online search) that all vendors used by beneficiary have been vetted in the System of Award Management (SAM) to ensure that they are in good standing and not debarred. Similarly, all contractors and subcontractors must be in good standing with the State of Louisiana and are eligible to participate in federally-funded undertakings.

## 6. FFATA Reporting

First-tier subaward (subgrants) of \$30,000 or more and certain circumstances, agree to comply with applicable requirements to report the names and total compensation of the five most highly compensated executives of the first-tier Beneficiary (first-tier "subgrantees") of award funds as required by the Federal Funding Accountability and Transparency Act of 2006 (FFATA), Subaward Reporting System (FSRS). This condition, including its reporting requirement, does not apply to (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

### F. Use and Reversion of Assets

The use and disposition equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 85 or Part 84, as applicable, which include but are not limited to the following:

- I. Beneficiary shall transfer to OPPJ any ARPA funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be Program Income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by Beneficiary for activities under this Agreement shall be (a) transferred to OPPJ; or (b) retained after compensating OPPJ an amount equal to the current fair market value of the equipment less the percentage of non-ARPA funds used to acquire the equipment.

### G. Use of Grant Funds to Make Loans

Grant Funds under this Agreement cannot be used to make loans.



## II. PERSONNEL AND PARTICIPANT CONDITIONS

### A. Civil Rights

#### I. Compliance

Beneficiary agrees to comply with Title VI of the Civil Rights Act of 1964, as amended and Title VIII of the Civil Rights Act of 1968 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.

#### 2. Nondiscrimination

Beneficiary agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders, as revised by Executive Order 13279.

##### a. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

Beneficiary will, in all solicitations or advertisements for employees placed by or on behalf of Beneficiary, state that it is an Equal Opportunity or Affirmative Action employer.

##### b. Non-Discrimination

Beneficiary shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. Beneficiary shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law regarding non-discrimination on the basis of prior criminal conviction and prior arrest.

#### 3. Access to Records

Beneficiary shall furnish all information and reports required hereunder in an electronic format or other format as agreed to by OPPJ and will permit access to its books, records and accounts by OPPJ, Treasury or its agent, the Comptroller General of the United States, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

B. Employment Restrictions

I. Prohibited Activity

Beneficiary is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

C. Conduct

I. Hatch Act

Beneficiary agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

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## 2. Conflict of Interest

Beneficiary agrees to abide by the provisions of 24 CFR 85.36 or 84.42-43, as applicable, which include (but are not limited to) the following:

a. It is presumed that Beneficiary is subject to state and local ethic laws and regulations related to the conduct of its officers, employees or agents engaged in the award and administration of this Agreement.

b. In the event Beneficiary is not, Beneficiary shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of this Agreement. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to ARPA assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ARPA assisted activity, or with respect to the proceeds from the ARPA assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of OPPJ, Beneficiary, or any designated public agency.

## 3. Lobbying

Beneficiary hereby certifies that:

a. To the best of its knowledge and belief, no Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, Beneficiary shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### 4. Copyright

If this Agreement results in any copyrightable material or inventions, OPPJ and/or Treasury reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes. This clause shall survive indefinitely the termination of this Agreement for any reason.

#### 5. Religious Activities

Beneficiary agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by federal statute, such as worship, religious instruction, or proselytization.

### III. ENVIRONMENTAL CONDITIONS

#### A. Environmental Laws

Beneficiary agrees to comply with, and shall retain an independent environmental monitor to document compliance, to the extent applicable, with the following requirements (and their state and/or local counterparts or analogues, if any) insofar as they apply to the performance of this Agreement or the OPPJ Program, as any of the following may hereinafter be amended, superseded, replaced, or modified:

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951, 3 CFR, 1977 Comp., p. 117, as interpreted at 24 C.F.R. Part 55), and Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961; 3 CFR, 1977 Comp., p. 121);

Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001-128);

National Flood Insurance Reform Act of 1994 (42 U.S.C. § 5154a);

Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 (16 U.S.C. § 3501);

Runway Clear Zone regulations (24 C.F.R. Part 51);

Environmental Protection Agency (EPA) regulations at 40 CFR Part 50, as amended.

All other applicable Environmental Laws that may exist now or in the future. For the purposes of this section, "Environmental Laws" shall mean any federal, state, provincial or local law (including but not limited to statutes, rules, regulations, ordinances, directives, guidance documents or judicial or administrative interpretation thereof, or any judicial or administrative order, ruling or other such written requirement). Environmental Laws include, without limitation, any action which causes a review or reassessment of the OPPJ Program.

#### B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), Beneficiary shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for rent or mortgage payment in excess of \$10,000 per annum or for any single purchase of equipment in excess of \$10,000.).

**END OF EXHIBIT "C"**

STATE OF LOUISIANA

PARISH OF OUACHITA

**OUACHITA PARISH POLICE JURY  
AMERICAN RESCUE PLAN ACT OF 2021  
SUBRECIPIENT AGREEMENT**

This American Rescue Plan Act (ARPA) Subrecipient Agreement ("Agreement") is made effective as of the 1st day of December, 2024 ("Effective Date") by and between the **Ouachita Parish Police Jury ("OPPJ")** and **City of Monroe ("Subrecipient")**, a political subdivision of the State of Louisiana. The foregoing OPPJ and Subrecipient shall sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the Subrecipient was heavily impacted by the SARS COVID-19 Pandemic; and

WHEREAS, OPPJ wishes to engage Subrecipient to implement projects to promote the Subrecipient's recovery from the Pandemic.

NOW THEREFORE, the Parties agree that the Grant Funds will be administered in accordance with the following terms and conditions:

**I. SUBRECIPIENT PROGRAM**

Subrecipient will be responsible for performing the activities detailed in Exhibit "A", ("Monroe Police Department Senior Citizen Initiative Unit") which may be amended from time to time, and is hereby incorporated by reference ("Subrecipient Program Description").

**II. TERM**

The period of performance for all activities (except for those activities required for the close out and final audit) assisted pursuant to this Agreement shall commence as of December 1, 2024, shall end upon final close-out of the grant by the OPPJ and/or U.S. Treasury (or its designee). Any funds not properly used by the end of the term, unless approved otherwise in writing by OPPJ, promptly shall be remitted, in full and without off-set or deduction, to OPPJ.

**III. BUDGET**

The Parties agree to the Subrecipient's budget for the Program attached hereto as Exhibit "B". OPPJ may also require additional budget information, and Subrecipient

shall provide such supplementary budget information in a timely fashion in the form and content prescribed by OPPJ. Any change to budgeted amounts, must be approved in writing by OPPJ before such changes are allowed and deemed eligible.

#### IV. GRANT FUNDS

It is expressly agreed and understood that the total amount to be paid by OPPJ under this Agreement shall not exceed **\$20,000.00** ("Grant Funds").

OPPJ reserves the right to reduce the Grant Funds if funding from Treasury is not provided at the currently anticipated levels and/or if the actual costs for the approved activities are less than those set forth in the Budget.

#### V. DISBURSEMENT OF GRANT FUNDS

The Grant Funds shall be distributed to the Subrecipient as follows:

- a) Following the execution of this agreement, OPPJ will distribute the Grant Funds to Subrecipient upon Subrecipient's submission to OPPJ of one or more completed request(s) for grant funds, using the forms provided by OPPJ and including supporting documentation.
- b) Subrecipient shall certify in a sworn statement made by a senior official with each request for Grant Funds that to the best of its knowledge based on the information available to Subrecipient at the time and after making due inquiry: (i) all statements and representations previously made regarding this Agreement are correct and complete; and (ii) the funds do not duplicate reimbursement of costs and services from any other source.
- c) No payment by OPPJ of an improper, unauthorized, or unallowable request for disbursement shall constitute a waiver of OPPJ's right, whether before, during, or after making any payment, to: (i) challenge the validity of such payment; (ii) enforce all rights and remedies set forth in this Agreement or provided under applicable law; (iii) require and receive a full repayment or refund of all payments made by OPPJ to Subrecipient that were not under this Agreement or (iv) take corrective or remedial administrative action including, without limitation, suspension or termination of Subrecipient's funding under this Agreement.
- d) The use of Grant Funds is conditioned upon Subrecipient incurring allowable costs permitted under the terms of this Agreement or as otherwise pre-approved, in writing, by OPPJ. Subrecipient shall not be reimbursed for any costs until all environmental conditions have been fully satisfied and OPPJ has issued the environmental clearance required thereunder, unless the activity is environmentally exempt or falls under a categorical exclusion.

- e) In the event cognizant State or Federal Government authorities disallow any of the costs incurred by Subrecipient, Subrecipient shall immediately remit to OPPJ any funds received by Subrecipient pursuant to this Agreement for the unallowable costs. Subrecipient may request that, and OPPJ shall reasonably consider Subrecipient's request and decide whether, OPPJ will challenge the State or Federal determination and pursue other legal recourse to secure these funds; however, OPPJ maintains the sole discretion in deciding whether to pursue such funds, may request that Subrecipient pay any costs associated with such effort, and may require that Subrecipient return the questioned funds until a final outcome is reached.

## VI. NOTICES

All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing and shall be deemed to be effective as of the date sent by certified mail, return receipt requested. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice. Communication and details concerning this contract shall be directed to the following contract representatives:

OPPJ: Ouachita Parish Police Jury  
P.O.Box 3007  
Monroe, Louisiana 71210  
Attn: Matt Brickey, ARPA Program Manager

Subrecipient: City of Monroe  
400 Lea Joyner Expressway  
Monroe, LA 71201  
Attn: Director of Administration

## VII. GENERAL CONDITIONS

### A. Compliance

Subrecipient agrees to comply with the requirements of Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities (SFLRF) v.5 dated September 22, 2022.

Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, Treasury Notices, policies, and guidelines, whether existing or to be



established, provided the same are applied to activities occurring after the date the policy or guideline was established, governing the Grant Funds provided under this Agreement. In the event a conflict arises between the provisions of this Agreement and any of the foregoing, the Federal, State, and local laws, regulations, Treasury Notices, policies, and guidelines shall control and this Agreement shall be interpreted in a manner so as to allow for the terms contained herein to remain valid and consistent with such Federal, State, and local laws, regulations, Treasury Notices, policies, and guidelines. Subrecipient further agrees to utilize Grant Funds available under this Agreement to supplement rather than supplant funds otherwise available.

#### B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. Subrecipient shall always remain an "independent contractor" with respect to the efforts to be performed under this Agreement. OPPJ shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as Subrecipient is an independent entity.

#### C. Hold Harmless

Subrecipient shall and hereby agrees to hold harmless, defend (with counsel acceptable to OPPJ) and indemnify OPPJ and each and all of its successors, affiliates, or assigns, and any of any of their employees, officers, directors, attorneys, consultants, agents, directors, officers, managers, and affiliates, from and against any and all damages, costs, attorneys' fees, claims, expenses, injuries, property damage, causes of action, violations of law, violations of this Agreement, and losses of any form or nature arising from or related to the conduct of Subrecipient in the performance of the efforts called for in this Agreement. This indemnity shall expressly include, but is not limited to, the obligation of Subrecipient to indemnify and reimburse OPPJ for any and all attorneys' fees and other litigation or dispute resolution costs incurred or to be incurred in OPPJ's enforcement of this Agreement or any portion thereof against Subrecipient or otherwise arising in connection with Subrecipient's breach, violation, or other non-compliance with this Agreement. This clause shall survive indefinitely the termination of this Agreement for any reason.

#### D. Workers' Compensation

Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement unless granted an exemption by the OPPJ.

#### E. Insurance & Bonding

Subrecipient shall carry sufficient insurance coverage and bonding from insurers licensed to conduct business in Louisiana to protect all contract assets from loss due to

any cause, including but not limited to, theft, fraud, and/or physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from OPPJ. OPPJ shall be named as an additional insured on all such insurance and shall meet all other insurance requirements as OPPJ may impose from time to time. In addition, all insurance carriers and bonding companies shall meet minimum size and financial stability/financial rating requirements as may be imposed by OPPJ from time to time. Certificates of insurance shall be provided to OPPJ and full and complete copies of the policies and/or bonds shall be provided to OPPJ upon its request for the same.

#### F. OPPJ Recognition

Unless otherwise directed by OPPJ, Subrecipient shall ensure recognition of the role of Treasury and OPPJ in providing funding, services, and efforts through this Agreement. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

#### G. Amendments

This Agreement may be amended provided that such amendments make specific reference to this Agreement, comply with programmatic policies, procedures, and guidelines, are executed in writing and signed by a duly authorized representative of each Party, and approved by OPPJ's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Parties from their obligations under this Agreement. OPPJ may, in its sole discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the Grant Funds or the Subrecipient Program Description, such modifications will be incorporated in a written amendment signed by the Parties.

#### H. Suspension or Termination

OPPJ may suspend or terminate this Agreement if Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason except those beyond Subrecipient's control, of Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by Subrecipient to OPPJ of reports that are untimely, incorrect, or incomplete in any material respect.

This Agreement may also be terminated for convenience by OPPJ or Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination OPPJ determines that the remaining portion of the award will not accomplish the purpose for which the award was made, OPPJ may terminate the award in its entirety.

#### VIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

#### IX. WAIVER

OPPJ's failure to act with respect to a breach by Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of OPPJ to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

#### X. CHOICE OF LAW

This Agreement shall be governed by and construed under the laws of the State of Louisiana without giving effect to its conflict of law principles. Nothing in the Agreement shall preclude either Party from seeking injunctive relief to protect its rights under this Agreement.

The Parties consent to and agree that any and all disputes arising out of or relating in any way to the Agreement shall be subject to the exclusive jurisdiction of the state courts or Federal District Courts of Louisiana. The Parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

#### XI. COMPLIANCE WITH LAW

It is the intention and understanding of the Parties hereto that each and every provision of law required to be inserted in this Agreement should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then this Agreement shall forthwith, upon the application of any Party, be amended by such insertion to comply strictly with the law and without prejudice to the rights of any Party.

The application of this provision includes, but is not limited to, the federal grant regulations and requirements identified in Exhibit "C" to this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of the parties.

**Ouachita Parish Police Jury**

By: \_\_\_\_\_

Name: Shane Smiley

Title: President

DATE: DEC 5, 2024

**City of Monroe**

By: \_\_\_\_\_

Name: Friday Ellis

Title: Mayor

PROJECT NAME: Public Safety

PROJECT DESCRIPTION: Page 1 of 1

## PROJECT DESCRIPTION.

Insert Project Description Here

### 1.0 Introduction

In 2024, the Monroe City Police Department (MPD) established the Senior Citizen Initiative Unit (SCI) as a proactive measure to enhance the quality of life for senior citizens within the community. This initiative is particularly significant given that many of these seniors reside in low to moderate-income areas and qualified census tracts. The post-pandemic world has seen a continuation of high crime rates, which disproportionately affect vulnerable populations such as senior citizens. The SCI Unit aims to address these challenges through a compassionate approach that fosters partnerships between seniors and law enforcement.

The project contributes to crime reduction by educating seniors on how to avoid becoming victims and how to monitor their neighborhoods for threats. **See Appendix B Crime Reduction.**

### 2.0 Project Background

The City of Monroe Police Department reported an increase in violent crime as a result of the COVID-19 pandemic from 2020 to 2022. The Monroe Police Department implemented countermeasures to mitigate the violence that continues into 2022 with success. This included more patrols, neighborhood engagement, public awareness, and training.

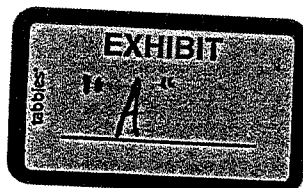
Violent Crime Drill-down - There was a 57% increase in murders from 2019 to 2020. Of the homicides that occurred in 2019, only 2 were not firearm-related. Of the homicides that occurred in 2020, only 1 was not firearm-related.

2019: 14 murders with 12 being firearm related.

2020: 22 murders with 21 being firearm related.

### 2.1 RECAP

In 2022, the Ouachita Parish appropriated \$150,000. To support the Monroe Police Department's efforts to reduce crime. In 2024, a supplemental project was developed that focuses on Senior Citizens.



## 2.2 MDP Senior Citizen Initiative Unit – 2024 Supplemental Project

The initiative focuses on addressing critical issues such as personal safety, victimization, health concerns post-COVID-19, crime reduction, and mental health support. See

### 2.3 Budget

Category	Amount
A. Enhance Personal Safety	\$600.
B. Reduce Victimization	\$100.
C. Address Health Concerns Post-COVID-19	\$1,200.
D. Crime Reduction	\$9,900.
E. Mental Health Support	\$1,700.
F. Administrative	\$6,500.
<b>Total Project Budget</b>	<b>\$20,000.</b>

### 3.0 Mission

The mission of the Senior Citizen Initiative Unit is to improve the safety, well-being, and overall quality of life for senior citizens in Monroe City. This is achieved by creating strong, trust-based relationships between seniors and law enforcement officers. The initiative focuses on addressing critical issues such as personal safety, victimization, health concerns post-COVID-19, crime reduction, and mental health support.

### 4.0 Goals

- A. **Enhance Personal Safety:** Educate seniors on personal safety measures and provide resources to help them protect themselves from crime.
- B. **Reduce Victimization:** Implement programs aimed at reducing the likelihood of seniors becoming victims of crime.
- C. **Address Health Concerns Post-COVID-19:** Provide information and resources related to health care, vaccination, and wellness programs tailored for seniors.
- D. **Crime Reduction:** Work collaboratively with community stakeholders to reduce crime rates in areas predominantly inhabited by senior citizens.

E. **Mental Health Support:** Offer mental health resources and support services to help seniors cope with post-pandemic stressors.

#### 5.0 Objectives

##### A. Enhance Personal Safety

- Fire Prevention and Safety \$100.00
- Alert Lockdown Inform Counter Evacuate (A.L.I.C.E.) Training \$500.00

##### B. Reduce Victimization

- Fraud Prevention \$100.00

##### C. Address Health Concerns Post-COVID-19

- Senior Citizen Physical Health Education \$1,200.00

##### D. Crime Reduction

- Senior Citizen Police Academy \$3,000.00
- Older American Month Kickoff and Senior Citizen Prom Fostering
- Senior citizens and law enforcement partnership. \$6,900.00

##### E. Mental Health Support

- Senior Citizen Mental Health Education \$1,200.00
- Arts and crafts, senior citizen room, painting classes, exercise room, and monthly calendar of events - Social interaction among seniors and service providers. \$500.00

##### F. Administrative

- Professional Services \$1,500.00
- Printing, supplies, and equipment \$5,000.00

Total Project Investment IS \$20,000.00

#### 6.0 Desired Outcomes

A. **Improved Safety Awareness:** Seniors will have increased knowledge about personal safety practices and feel more secure in their communities.

- B. **Decreased Crime Rates:** A measurable reduction in crimes targeting senior citizens in Monroe City.
- C. **Better Health Outcomes:** Enhanced access to healthcare services will lead to improved physical health among seniors.
- D. **Stronger Community Bonds:** Strengthening relationships between law enforcement officers and senior residents will foster a sense of community trust and cooperation.
- E. **Enhanced Mental Well-being:** Increased availability of mental health resources will improve the overall mental well-being of senior citizens.

**7.0 Total Project Investment**

The total project investment for the Senior Citizen Initiative Unit is \$20,000.00.



**ARCHITECT/ENGINEER'S COST ESTIMATE**

Estimated Number of Parcels to be Acquired:

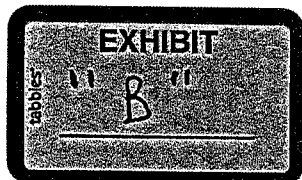
Estimated Number o Easements:

Anticipated Approvals/Permits to be Acquired:

**PROJECT BUDGET**

INSERT PROJECT BUDGET HERE

Project Budget: \$20,000.00



## EXHIBIT C

### FEDERAL GRANT REGULATIONS AND REQUIREMENTS

#### I. ADMINISTRATIVE REQUIREMENTS

##### A. Financial Management

###### 1. Accounting Standards

Beneficiary agrees to comply with 24 CFR 85.20-26 or 84.20-28, as applicable, and to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

###### 2. Cost Principles

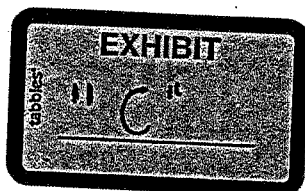
Beneficiary shall administer the program in conformance with OMB Circulars A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; A-122, "Cost Principles for Non-profit Organizations"; or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis (if allowed).

##### B. Documentation and Record Keeping

###### 1. Records to Be Maintained

Beneficiary shall maintain all records required by applicable law to be maintained, including but not limited to the Federal regulations specified in (I) 24 CFR Part 85, and Subpart C or 24 CFR Part 84, Subpart C, as applicable; and (3) the applicable Treasury Notices that are pertinent to the activities to be funded under this Agreement, as well as any additional records required by OPPJ. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the objectives of the ARPA Program, as modified by the Treasury Notices;
- c. Records required to determine the eligibility of activities;
- d. Records documenting compliance with federal equal employment opportunity components of the ARPA program; and
- e. Financial records as required by (I) 2CFR 200, as applicable.



## 2. Retention

Beneficiary shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of OPPJ's annual performance and evaluation report to Treasury in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then all such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

## 3. Data

Beneficiary shall maintain client data for efforts provided as required by OPPJ in an electronic format or such other format as agreed to by OPPJ. Such data may include, but is not limited to, name, racial, ethnic, and gender characteristics, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to cognizant federal authorities, OPPJ monitors, or their designees for review upon request.

## 4. Disclosure

Beneficiary understands that data collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Parties' responsibilities with respect to efforts provided under this Agreement are subject to applicable State and Federal privacy laws (e.g., the Federal Privacy Act, 5 U.S.C. § 552a).

## 5. Close-out

Beneficiary's obligation to OPPJ shall not end until all close-out requirements are completed. Close-out activities and requirements are subject to (1) 24CFR 85.50 or 84.71, as applicable; and (2) applicable Treasury Notices. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of assets (including the return of all unused materials, equipment, balances, and accounts receivable to OPPJ), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Beneficiary has control over Treasury funds, including Program Income.

## 6. Audits & Inspections

All Beneficiary records with respect to any matters covered by this Agreement shall be made available to OPPJ, Treasury, and the Comptroller General of the United

States, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Beneficiary within 30 days after receipt by Beneficiary. Failure of Beneficiary to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments and/or termination. Beneficiary hereby agrees to have an annual agency audit conducted in accordance with current OPPJ policy concerning Beneficiary audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Indirect Costs

Indirect costs will not be compensated for under this Agreement.

2. Progress Reports

In addition to deliverables and metrics specifically referenced in Exhibit A, Beneficiary shall submit regular Progress Reports to OPPJ in the form, content, and frequency as required by OPPJ. At a minimum, Progress Reports shall be submitted no less frequently than as required by (1) 24 CFR Part 85, Subpart C or 24 CFR Part 84, Subpart C, as applicable; and the applicable Treasury Notices.

3. Payment Procedures

In accordance with the terms in Section IV above, OPPJ will pay to Beneficiary funds available under this Agreement based upon information submitted by Beneficiary, consistent with the Beneficiary Program Description, the Budget, OPPJ policy concerning payments, and applicable federal and state law and regulation. In addition, OPPJ reserves the right to liquidate funds available under this Agreement for costs incurred by OPPJ on behalf of Beneficiary.

4. Reporting Obligations

The following chart summarizes some of the Beneficiary reporting obligations to OPPJ. This chart is not intended to catalogue all Beneficiary's reporting obligations under this Agreement. Note, some of the below reports require the submission of information related to contractors and subsequent subcontractors, which Beneficiary is responsible for collecting and providing to OPPJ.

Report	Provision	Frequency
Progress Report		Semi-Annually

## D. Sub-granting

### 1. Approvals

Beneficiary shall not enter into any sub-grant of the funds provided Beneficiary pursuant to this Agreement with any agency or individual without the prior written consent of OPPJ.

## E. Procurement/Contracting

### 1. General

Unless specified otherwise within this Agreement, Beneficiary shall procure all materials, property, equipment, or services in accordance with the requirements of 24 CFR 85.36 or 84.40-48, as applicable, including but not limited to the need to appropriately assess the lease versus purchase alternatives. Only when OPPJ's procurement policies are more stringent than those found at 24 CFR 85.36 or 84.40-48, as applicable, will Beneficiary be required to comply with current OPPJ policy concerning the acquisition of materials, property, equipment, or services.

### 2. Supplemental Conditions

Beneficiary shall include OPPJ's Supplemental Conditions, attached hereto as Exhibit E, in any contract entered into under this Agreement.

### 3. Records

Beneficiary shall maintain all records required by the Federal regulations specified in (1) 24 CFR Part 85, Subpart C or 24 CFR Part 84, Subpart C, as applicable; and (2) the applicable Treasury Notices. Only when OPPJ's procurement record retention standards are more stringent than Federal regulation shall Beneficiary maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

### 4. Travel

Travel costs are not allowed unless authorized by OPPJ. In the event that OPPJ authorizes travel, Beneficiary shall comply with Treasury's Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities (SFLRF) v.5 dated September 22, 2022. Beneficiary shall obtain prior written approval from OPPJ for any travel to out of service area assignments.

## 5. PROOF OF NON-DEBARMENT

Beneficiary shall provide OPPJ with proof (e.g. a screenshot of an online search) that all vendors used by beneficiary have been vetted in the System of Award Management (SAM) to ensure that they are in good standing and not debarred. Similarly, all contractors and subcontractors must be in good standing with the State of Louisiana and are eligible to participate in federally-funded undertakings.

## 6. FFATA Reporting

First-tier subaward (subgrants) of \$30,000 or more and certain circumstances, agree to comply with applicable requirements to report the names and total compensation of the five most highly compensated executives of the first-tier Beneficiary (first-tier "subgrantees") of award funds as required by the Federal Funding Accountability and Transparency Act of 2006 (FFATA), Subaward Reporting System (FSRS). This condition, including its reporting requirement, does not apply to (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

## F. Use and Reversion of Assets

The use and disposition equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 85 or Part 84, as applicable, which include but are not limited to the following:

1. Beneficiary shall transfer to OPPJ any ARPA funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be Program Income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by Beneficiary for activities under this Agreement shall be (a) transferred to OPPJ; or (b) retained after compensating OPPJ an amount equal to the current fair market value of the equipment less the percentage of non-ARPA funds used to acquire the equipment.

## G. Use of Grant Funds to Make Loans

Grant Funds under this Agreement cannot be used to make loans.

## II. PERSONNEL AND PARTICIPANT CONDITIONS

### A. Civil Rights

#### I. Compliance

Beneficiary agrees to comply with Title VI of the Civil Rights Act of 1964, as amended and Title VIII of the Civil Rights Act of 1968 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.

#### 2. Nondiscrimination

Beneficiary agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders, as revised by Executive Order 13279.

##### a. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

Beneficiary will, in all solicitations or advertisements for employees placed by or on behalf of Beneficiary, state that it is an Equal Opportunity or Affirmative Action employer.

##### b. Non-Discrimination

Beneficiary shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. Beneficiary shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law regarding non-discrimination on the basis of prior criminal conviction and prior arrest.

#### 3. Access to Records

Beneficiary shall furnish all information and reports required hereunder in an electronic format or other format as agreed to by OPPJ and will permit access to its books, records and accounts by OPPJ, Treasury or its agent, the Comptroller General of the United States, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

B. Employment Restrictions

I. Prohibited Activity

Beneficiary is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

C. Conduct

I. Hatch Act

Beneficiary agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

[Remainder of Page Intentionally Blank]



## 2. Conflict of Interest

Beneficiary agrees to abide by the provisions of 24 CFR 85.36 or 84.42-43, as applicable, which include (but are not limited to) the following:

a. It is presumed that Beneficiary is subject to state and local ethic laws and regulations related to the conduct of its officers, employees or agents engaged in the award and administration of this Agreement.

b. In the event Beneficiary is not, Beneficiary shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of this Agreement. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to ARPA assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ARPA assisted activity, or with respect to the proceeds from the ARPA assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of OPPJ, Beneficiary, or any designated public agency.

## 3. Lobbying

Beneficiary hereby certifies that:

a. To the best of its knowledge and belief, no Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, Beneficiary shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### 4. Copyright

If this Agreement results in any copyrightable material or inventions, OPPJ and/or Treasury reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes. This clause shall survive indefinitely the termination of this Agreement for any reason.

#### 5. Religious Activities

Beneficiary agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by federal statute, such as worship, religious instruction, or proselytization.

### III. ENVIRONMENTAL CONDITIONS

#### A. Environmental Laws

Beneficiary agrees to comply with, and shall retain an independent environmental monitor to document compliance, to the extent applicable, with the following requirements (and their state and/or local counterparts or analogues, if any) insofar as they apply to the performance of this Agreement or the OPPJ Program, as any of the following may hereinafter be amended, superseded, replaced, or modified:

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951, 3 CFR, 1977 Comp., p. 117, as interpreted at 24 C.F.R. Part 55), and Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961; 3 CFR, 1977 Comp., p. 121);

Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001-128);

National Flood Insurance Reform Act of 1994 (42 U.S.C. § 5154a);

Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 (16 U.S.C. § 3501);

Runway Clear Zone regulations (24 C.F.R. Part 51);

Environmental Protection Agency (EPA) regulations at 40 CFR Part 50, as amended.

All other applicable Environmental Laws that may exist now or in the future. For the purposes of this section, "Environmental Laws" shall mean any federal, state, provincial or local law (including but not limited to statutes, rules, regulations, ordinances, directives, guidance documents or judicial or administrative interpretation thereof, or any judicial or administrative order, ruling or other such written requirement). Environmental Laws include, without limitation, any action which causes a review or reassessment of the OPPJ Program.

**B. Flood Disaster Protection**

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), Beneficiary shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for rent or mortgage payment in excess of \$10,000 per annum or for any single purchase of equipment in excess of \$10,000.).

**END OF EXHIBIT "C"**

ORDINANCE

STATE OF LOUISIANA  
CITY OF MONROE

NO. \_\_\_\_\_

The following Ordinance was introduced by Mr./Ms. \_\_\_\_\_ who moved for its adoption and was seconded by Mr./Ms. \_\_\_\_\_ :

**AN ORDINANCE ESTABLISHING COMPREHENSIVE VIOLENT CRIME VICTIMS' RIGHTS AND A NOTIFICATION SYSTEM FOR THE CITY OF MONROE AND FURTHER PROVIDING WITH RESPECT THERETO.**

**WHEREAS**, the Monroe City Council recognizes the critical importance of addressing violent crime and supporting crime victims in our community; and

**WHEREAS**, timely notification and ongoing communication are essential for both City officials and crime victims; and

**WHEREAS**, other cities have implemented successful notification systems and victim support programs;

**NOW, THEREFORE, BE IT ORDAINED** by the City Council, in legal and regular session convened, that:

**Section 1. Councilmember Notification.** The Councilmember for each respective Council District shall be notified as soon as reasonably practical when a violent crime has been committed within the Councilmember's District; provided, however, that nothing in this Section shall be construed to require prioritization of this notification requirement over the investigation of violent crime or require the dissemination of confidential or sensitive information related to an investigation. For purposes of this Ordinance, "violent crime" shall have the same meaning as "crime of violence" as defined in La. R.S. 14:2(B).

**Section 2. Victim's Rights.** Victims of violent crime have the right to reasonable, accurate, and timely information involving the crime and the right to be notified of the status of the investigation. The victim has the right to designate themselves or a family member as the single point of contact for information related to the crime, and in instances where the victim is unavailable, deceased, or a minor, the victim's family, if available, shall designate a single point of contact for information related to the crime. For purposes of this Ordinance, "family" means a spouse, parent, child, stepchild, sibling, or legal representative of the victim, except when that person is in custody for an offense, is the defendant, or has been identified as the perpetrator, regardless of whether the person is in custody.

**Section 3. Notification.** To ensure that crime victims are provided reasonable, accurate, and timely information involving the crime, the City of Monroe shall establish and maintain a victim notification system or policy that provides for updates on case status changes, including case number assignment, incident report creation, the identity of the investigator, arrests of suspects, significant advancements in the case, and the availability of arrest records. The City may require that the victim, or the designated family member, complete a "Louisiana Victim Notice and Registration Form" to receive notifications under this Ordinance. The victim, or the designated family member, shall have the right to request that notifications be provided by telephone, email, text message, or letter.

**Section 3. Victim's Rights Advisory Board.** There is hereby created a "Victim's Rights Advisory Board." The Advisory Board shall be charged with determining the effectiveness of this Ordinance, including the City's enforcement of victim's rights and the dissemination of notifications and information required by this Ordinance. The Advisory Board shall be comprised of six members, each of whom shall serve two-year terms: one member shall be appointed by each Councilmember from among the residents of their District; and one member shall be appointed by the Mayor. The Chief of Police, or his designee, shall serve as an ex-officio member of the Advisory Board.

**Section 4. No Cause of Action.** Nothing in this Ordinance shall be construed to authorize a cause of action for damages or to create, to enlarge, or to imply any duty or obligation to any victim or other person for the breach of which the City of Monroe or any of its officers or employees could be held liable in damages.

**This Ordinance** was introduced on December 23, 2024.

**Notice Published** on the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

This Ordinance having been submitted in writing, introduced and published, was then submitted to a vote as a whole, the vote thereon being as follows:

**AYES:**

**NAYS:**

**ABSENT:**

And the Ordinance was declared **ADOPTED** on January 14, 2025.

\_\_\_\_\_  
**CHAIRPERSON**

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**MAYOR'S APPROVAL**

\_\_\_\_\_  
**MAYOR'S VETO**

**ORDINANCE**

STATE OF LOUISIANA

NO. \_\_\_\_\_

CITY OF MONROE

The following Ordinance was introduced by Mr./Ms. \_\_\_\_\_ who moved for its adoption and was seconded by Mr./Ms. \_\_\_\_\_:

**AN ORDINANCE RENAMING EAST STREET TO COACH RAY GAMBINO WAY AND FURTHER PROVIDING WITH RESPECT THERETO.**

**WHEREAS**, Wossman High School Class of 1984 filed an application (DED 102-24) with the City of Monroe’s Planning and Zoning Division seeking the renaming of East Street to Coach Ray Gambino Way;

**WHEREAS**, East Street is approximately ±1,621 feet in length, and is comprised of two parts, the first being located north of Ruffin Drive, east of Parkview Drive, and west of Martin L. King, Jr. Drive, and the second part being located north of Center Street, south of Century Boulevard, and east of Martin L. King, Jr. Drive;

**WHEREAS**, to facilitate the renaming, the City requests that the name change be updated in all GIS and CAD systems with Ouachita 911 to minimize the impact and affect on emergency service responders; and

**WHEREAS**, the City of Monroe Planning Commission has recommended that the requested be approved, with a 2-1-2 vote.

**NOW THEREFORE, BE IT ORDAINED**, by the City Council, in legal and regular session convened, that the entire length of East Street (1,621’ total) is hereby renamed to Coach Ray Gambino Way.

**This Ordinance** was introduced on the \_\_\_\_\_ day of September 2024.

**Notice Published** on the \_\_\_\_\_ day of September 2024.

This Ordinance having been submitted in writing, introduced and published, was then submitted to a vote as a whole, the vote thereon being as follows:

**AYES:**

**NAYS:**

**ABSENT:**

And the Ordinance was declared **ADOPTED** on \_\_\_\_\_ day of October, 2024.

\_\_\_\_\_  
**CHAIRPERSON**

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**MAYOR’S APPROVAL**

\_\_\_\_\_  
**MAYOR’S VETO**

PUBLIC HEARING  
CITY OF MONROE ZONING COMMISSION

September 9, 2024

City Hall

Monroe, Louisiana

**RE: DED 102-24**

**APPLICANT: Wossman High School Class of 1984**

**MOTIONED BY: Mrs. Pamela Hill**

**SECONDED BY: Mr. Earnest Muhammad**

I move that the Planning Commission advise the City Council that after Public Hearing the Commission finds that changing conditions in the area are sufficient to justify the above request to change the name from East Street to Coach Ray Gambino Way, located between Southern Avenue and Parkview Drive. The Monroe Planning Commission recommends this application be approved.

The vote by the Monroe Planning Commission was 2-1-2 for approval.

**City of Monroe  
Planning Commission**

**CASE NO.:** DED 102-24  
**NAME OF APPLICANT:** Wossman High School Class of 1984  
**ADDRESS OF PROPERTY:** East Street to Coach Ray Gambino Way, between  
Southern Avenue and Parkview Drive  
**COUNCIL DISTRICT:** 5

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**REQUEST:** This is a request to change a street name assignment to an existing street within the City of Monroe.

**PURPOSE OF REQUEST:** The purpose of this request is to change the street name from East Street to Coach Ray Gambino Way. This public right-of-way is located between Southern Avenue to Parkview Drive, from east of west.

**SIZE OF PROPERTY:** The approximate size of this street is 59' x 361' and 41' x 1,621' (approximately) sections of a public right-of-way.

**PRESENT ZONING:** N/A

**PRESENT USE:** A dedicated public street right-of-way.

**MOST NEARLY BOUNDED BY (STREETS):** North of Ruffin Drive; south of East Street; east of Parkview Drive west of Martin L. King, Jr. Drive AND north of Center Street; south of Century Boulevard; and east of Martin L. King, Jr. Drive.

**SURROUNDING LAND USES:** The surrounding land use consists of Wossman High School, commercial businesses and restaurants in all directions.

**ADVERSE INFLUENCES:** Renaming may affect emergency service responders.

**POSITIVE INFLUENCES:** The changing of this street's name will honor the legendary head Coach Ray Gambino Way.

**COMMENTS/  
RECOMMENDATIONS:**



DED 102-24  
Wossman High School Class of 1984

The applicant wishes to rename an approximately 59' x 361' and 41' x 1,621' g section of South McGuire Avenue. The existing street lies between Southern Avenue and Parkview Drive. This request could affect businesses along this street.

The applicant would like to dedicate the street name to "Coach Ray Gambino Way", due to his tenure and significance as head coach of Wossman High School's football team. He spent 22 years as the team's coach. The crowning achievement was the 3A State Championship in 1986 and his Hall of Fame career.

Any changes in street name changes will be reported to Ouachita 911 for future updates.

Ouachita 911 has noted that one (1) address will be affected by this request (2000 East Street). Also, the street names can only be 19 characters, including the throughfare and a throughfare will be needed with this proposed name change (i.e. street, road, etc.). Most individuals do not realize that changing a street name will change the address of their residence/business and will create some issues for an unknown period. *Individuals being affected by this modification should understand the proposed changes will change the following: 1) All utilities and mailings to be updated, 2) Driver's license to be updated, 3) Checking and credit cards to be updated, 4) Voter's Registration etc. There may be mailing issues for package delivery services, online mapping services updating changes, online shopping, and food delivery services.*

Ouachita 911 has no objections to changing the street name to East Street. At present, there are no issues with the current street name and the change most certainly will create some problems as previously stated. From the emergency response standpoint, if approved, the change would be updated on the GIS and CAD systems. There should not be any issues with the dispatching of emergency services.

DED 102-24  
Wossman High School Class of 1984

**OPTIONS:**

1. Approve the renaming of East Street to Coach Ray Gambino Way.
2. Deny the renaming of East Street to Coach Ray Gambino Way.

**WELCOME TO  
COACH RAYMOND (RAY) GAMBINO FIELD**

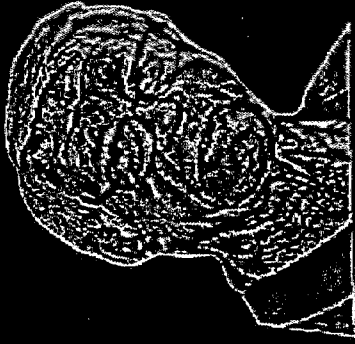
Raymond Gambino came to Wossman High School as an assistant in 1967. In 1973 he became Head football coach and later retired in 1989.

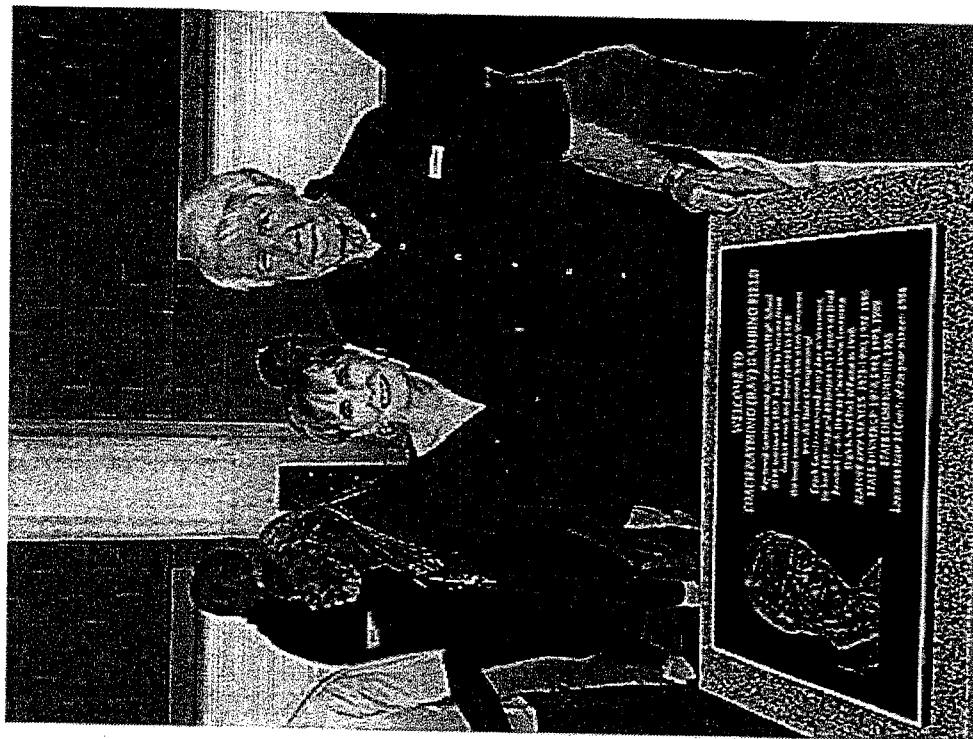
His most memorable moment was when Wossman won the State Championship!

Coach Gambino enjoyed every day at Wossman. He had 149 wins and 64 losses in 17 years as Head Football Coach. He was placed in the Louisiana High School Hall of Fame in 1996.

**PLAYOFF APPEARANCES: 1975-1980, 1982-1985  
STATE RUNNER UP: 1979, 1983, 1985, 1989  
STATE CHAMPIONSHIP: 1986**

Louisiana State 3A Coach of the year winner: 1986



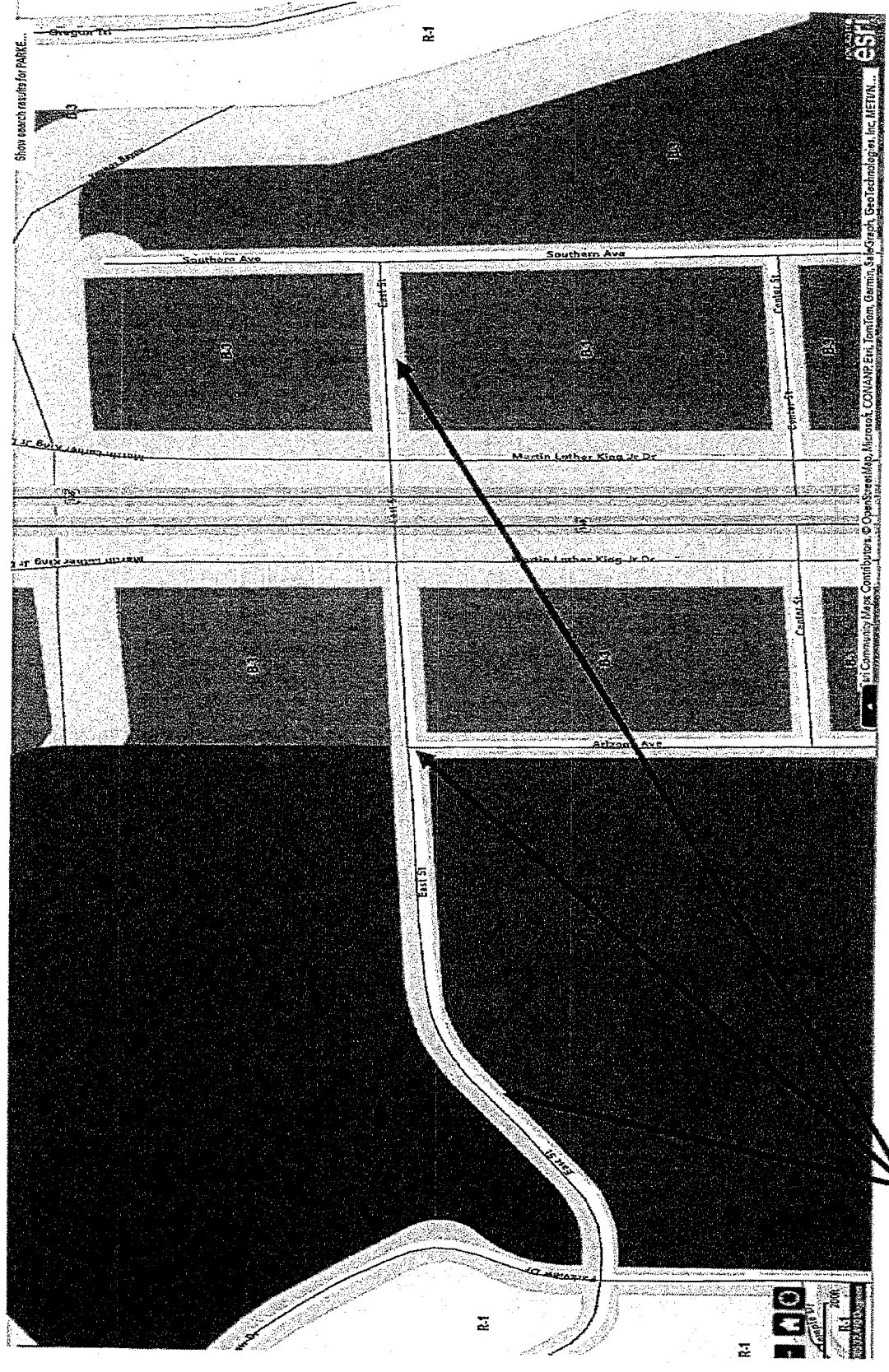




DED 102-24: Wossman High School Class of 1984

Request to rename East Street to Coach Raymond "Ray" Gambino

ZONING MAP



Proposed Site