



**DESOTO PARISH POLICE JURY**  
**August 05, 2024 at 5:04 PM**  
**Budget and Finance Committee Meeting**

**Police Jury Meeting Room, 101 Franklin Street, Mansfield, LA 71052**

---

## **AGENDA**

Greg Baker, Chairman, Ernel Jones, Richard Fuller, Trina Boyd-Simpson and Robby Latham

**A. CALL TO ORDER**

**B. CALL FOR ADDITIONS AND DELETIONS**

**C. GUEST AND PUBLIC COMMENTS**

**D. BUDGET AND FINANCE ITEMS**

1. Amend the General Fund Budget in the amount of \$1,000 and authorize the President to sign a Cooperative Endeavor Agreement with DeSoto Parish Bible Charity School dba KCS Community Center.
2. Adopt a resolution to dedicate funds in the 2025 budget for a 25% match of the LADOTD Dam Safety Program Funds for the project construction cost to repair and/or replace the Smithport Clear Lake Dam

**E. ADJOURN**

## COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "Agreement"), is made and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between:

**THE DESOTO PARISH POLICE JURY**, a political subdivision of the State of Louisiana, whose mailing address is 101 Franklin Street, Mansfield, Louisiana 71052, (hereinafter referred to as the "Police Jury") represented herein by its President, Rodriguez Ross; and

**DESOTO PARISH BIBLE CHARITY SCHOOL SOCIETY** (TIN: XX-XXXXXXX), a private, non-profit 501c(3) organized under the laws of the State of Louisiana and recognized by the Internal Revenue Service, whose mailing address is 1123 Eloise Street, Mansfield, LA 71052 (hereinafter referred to as "*Contracting Party*") represented herein by Maidie McCray, its duly authorized Administrator.

### WITNESSETH

**WHEREAS**, the DeSoto Parish Police Jury may enter into agreements with other entities to provide services authorized under the provisions of La. R.S. 33:1236; and

**WHEREAS**, the *Contracting Party* has established a non-profit foundation to provide various programs that help the community, such as feeding the elderly and provide educational resources for the youth that improves behavior and educational outcomes; and

**WHEREAS**, the Police Jury and the *Contracting Party* desire to enter into a Cooperative Endeavor Agreement to provide efforts to provide a small stipend for volunteers who supervise a series of programs, such as tutoring and mentoring at the KCS Community Center in, Mansfield, DeSoto Parish; and

**WHEREAS**, the execution and delivery of this Agreement has been duly and validly authorized by the parties hereto; and

**WHEREAS**, Article VII, Section 14(C) of the Louisiana Constitution of 1974 provides that the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual.

**NOW, THEREFORE**, the Police Jury and the *Contracting Party* each agree to perform their respective obligations under this Agreement in accordance with the conditions, covenants and procedures set forth herein as follows:

### ARTICLE I REPRESENTATIONS OF THE POLICE JURY

SECTION 1.01 Police Jury Authority. The Police Jury has all requisite power pursuant to Article VII, Section 14(C) of the Louisiana Constitution of 1974 and La. R.S. 33:1236 *et seq.* to enter into this Agreement and perform its obligations hereunder, and there are no contracts or obligations in conflict therewith.

SECTION 1.02 No Indebtedness. The essence of the undertakings of the Police Jury hereunder is for the Police Jury and the *Contracting Party* to work cooperatively. The undertakings of the Police Jury described herein do not represent and are not intended to create any indebtedness on the part of the Police Jury, but only the cooperative use of the funds to provide services to the community.

SECTION 1.03 Term and Effective Date. The Term of this Agreement shall commence and become effective upon the execution hereof and terminate after the completion of the respective obligations of the parties hereto.

ARTICLE II  
COOPERATIVE ENDEAVOR OBLIGATIONS

SECTION 2.01 Article VII, Section 14 of the Louisiana Constitution of 1974. In entering into this Agreement, it is not the intent of the Police Jury and the *Contracting Party* to enter into a gratuitous transfer of public funds because such parties expect the expenditure of funds by the Police Jury will support the *Contracting Party* within the meaning of La. R.S. 33:1236, *et seq*, and they will each receive something of value in return for the performance of their obligations hereunder, which is:

- (a) In the case of the Police Jury, to provide services and activities for the community that promote positive educational outcomes for the youth in DeSoto Parish; and
- (b) In the case of the *Contracting Party*, providing a variety of services and activities, including, but not limited to tutoring, mentoring, feeding programs for the poor and necessitous youth in DeSoto Parish.

Additionally, the Police Jury and the *Contracting Party* will have reciprocal obligations further described herein.

The Police Jury and the *Contracting Party* further find and determine that:

- a) both the Police Jury and the *Contracting Party* have the legal authority to enter into this Agreement; and
- b) the project creates a public benefit; and
- c) there is a reasonable expectation on the part of the Police Jury and the *Contracting Party* of receiving at least equivalent value in exchange for the expenditure of public funds by the Police Jury.

ARTICLE III  
POLICE JURY OBLIGATIONS

SECTION 3.01

- a) The Police Jury shall provide funding in the amount of One Thousand Dollars (\$1,000.00) to *Contracting Party* to provide a small stipend to volunteers to oversee the community center programs.

ARTICLE IV  
CONTRACTING PARTY OBLIGATIONS

SECTION 4.01

- a) The *Contracting Party* will use funds provided by the Police Jury for the stipend to the volunteers who supervise the center's programs and for the purchase of snacks to the participants.
- b) The *Contracting Party* shall provide the Police Jury with a written report, invoices and other written documentation, such as copies of checks payable to the volunteers, training/tutoring provided and attendee list of the series of programs hosted at the community center and any other information requested by the Police Jury delineating the way the appropriated funds were expended; and
- c) The *Contracting Party* shall be audited in accordance with R.S. 24:513 and provide a copy of the audit to the Police Jury.

ARTICLE V  
MISCELLANEOUS

SECTION 5.01 Liberal Construction. This Agreement shall be construed liberally to secure the beneficial intents and purposes hereof and shall be construed liberally as necessary to protect and further the interests of the parties hereto.

SECTION 5.02        Notices. All reports, statements or notices required or advisable to be given hereunder shall be deemed to be given if sent to the parties at the following addresses:

POLICE JURY

DeSoto Parish Police Jury  
c/o Michael Norton  
Parish Administrator  
101 Franklin Street,  
Mansfield, Louisiana 71052

CONTRACTING PARTY

DeSoto Parish Bible Charity School Society  
c/o Maidie McCray, Administrator  
1123 Eloise Street  
Mansfield, LA 71052

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be delivered by United States Certified Mail, Return Receipt requested; private or commercial carrier; express mail, such as Federal Express; facsimile or electronic transmission confirmed by mailed written confirmation; or personally to an officer of the receiving party. All such communications shall be mailed, sent or delivered to the address or number set forth above, or to the other party at such other address or number designated by such party in a written notice to the other party.

SECTION 5.03        Severability. To the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

SECTION 5.04        No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of the Police Jury or *Contracting Party* in his or her individual capacity, and neither the officers thereof nor any official executing this Agreement shall be liable personally with respect hereto or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement.

SECTION 5.05        Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or extent of any of the provisions of this Agreement.

SECTION 5.06        Counterparts. This Agreement may be executed in several counterparts, each which shall be an original and all of which when taken together shall be deemed one and the same Agreement.

SECTION 5.07        Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

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

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

SECTION 5.10        Third Party Beneficiary. It is the explicit intention of the parties hereto that no person or entity other than the parties hereto, except governmental authorities to the extent required by law, is or shall be

entitled to bring any action to enforce any provision of the Agreement against either parties hereto, and that the covenants, undertakings and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only, by the parties hereto or their respective successors and assigns as permitted hereunder.

SECTION 5.11 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, representatives and permitted assigns.

SECTION 15.12 Indemnification: Hold Harmless and Insurance. The *Contracting Party* shall indemnify and save harmless the *Police Jury* against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the *Police Jury* growing out of, resulting from, or by reason of any act or omission of the *Contracting Party*, its agents, servants, volunteers, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include the *Police Jury's* fees and costs of litigation, including, but not limited to, reasonable attorney's fees. The *Contracting Party* shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

SECTION 5.13 Reimbursement of Funds. The *Contracting Party* agrees and acknowledges the funds appropriated by the Police Jury pursuant to Section 3.01 are public funds. As such, the appropriated funds shall be used exclusively for the programs and activities referenced in the Agreement. The *Contracting Party* agrees to reimburse the Police Jury all or a portion of the appropriated funds, in the event the Police Jury determines, in its sole discretion, the appropriated funds were not expended for the purposes authorized hereunder.

SECTION 5.14 Assignment. The parties may not assign their rights, duties or obligations under this Agreement to any other person or entity without the prior written consent of the other *Contracting Party*.

SECTION 5.15 Entire Agreement and Amendment. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and supersedes all previous agreements or understandings regarding the same, whether written or oral. This Agreement may be modified, changed, or altered only by an agreement in writing signed by both parties.

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

WITNESSES:

DeSoto Parish Police Jury

\_\_\_\_\_

\_\_\_\_\_

Rodriguez Ross, President

WITNESSES:

DeSoto Parish Bible Charity School Society

\_\_\_\_\_

\_\_\_\_\_

Maidie McCray, Administrator

\_\_\_\_\_

DeSoto Parish Police Jury  
101 Franklin Street  
Mansfield, LA 71052

Re: Smithport (Clear) Lake Dam  
Subject: Request a Resolution to Commit 25% Match

The Bayou Pierre Game and Fish Preserve Commission is working with the Louisiana Department of Transportation and Development (DOTD) and the Louisiana Department of Wildlife and Fisheries (DWF) to repair the Smithport (Clear) Lake Dam. The decades old dam is in desperate need of repairs so that DOTD can manage its flood control responsibilities. Additionally, DOTD operates the gates to assist DWF with its Salvinia Management.

DOTD estimates the dam repair cost to be \$2.9 million. The repairs will consist of clearing and grubbing, embankment repairs, sheet pile replacement, grouted riprap spillway replacement, and a gated spillway replacement.

DOTD is requesting the Police Jury commit a 25% match totaling approximately \$725,000 to the project construction costs, with the remaining funds being provided by DOTD through the Dam Safety Program. The commitment would ensure that DOTD begins the design phase of the project. The Bayou Pierre Game and Fish Preserve would sincerely appreciate your support of its request for the match.

Sincerely,

Johnny Pearce, Chairman  
Bayou Pierre Game and Fish Preserve Commission