



DESOTO PARISH POLICE JURY

August 05, 2024 at 5:01 PM

Road Committee Meeting

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

AGENDA

Ernel Jones, Chairman, Jimmy Holmes, Nick Rains, Keith Parker and Richard Fuller

A. CALL TO ORDER

B. CALL FOR ADDITIONS AND DELETIONS

C. GUEST AND PUBLIC COMMENTS

D. ROAD ITEMS

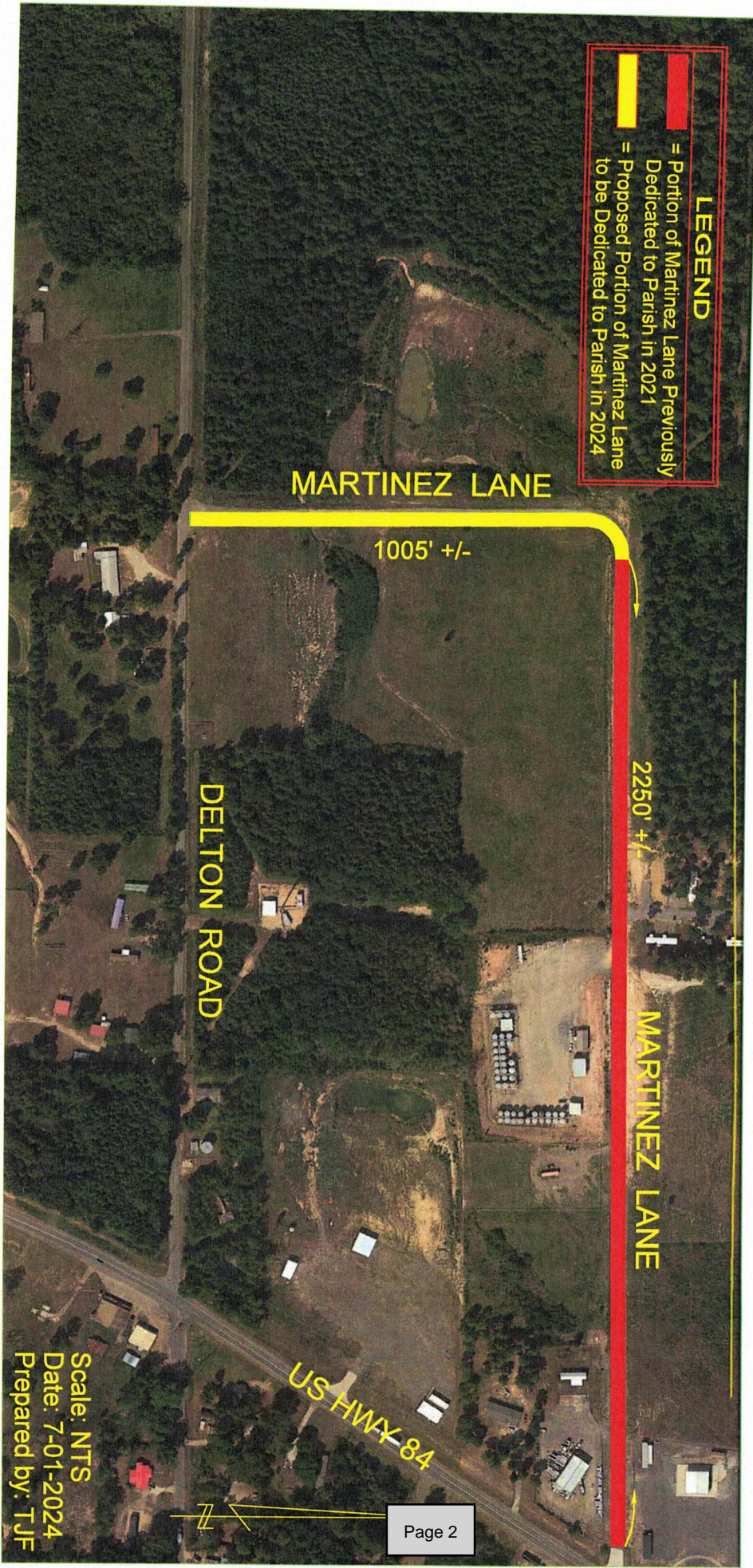
1. Authorize taking in Martinez Lane Private Drive from Delton Road approximately 1005 feet, now Martinez Lane, into the DeSoto Parish Road System
2. Discuss speed bump and deaf child sign on Red Bluff Road
3. Authorize the President to sign a Cooperative Endeavor Agreement with the Sabine River Authority for 3-4 loads of sand clay from the Jury's inventory to make a repair to the damaged area at the corner of HWY 191 and HWY 84
4. Update the Parish Transportation Fund list
5. Authorize the E-911 renaming of Butler Private Drive to Falcon Private Drive (runs east off of Red Strong Road, only one structure on the drive)
6. Authorize the President to sign a Cooperative Endeavor Agreement and Resolution for Capital Outlay Grant and amend the Budget in the amount of \$2,000,000 for matching funds
7. Amend the Road Budget in the amount of \$300,000 for emergency culvert replacement on Barns Road
8. Authorize the President to sign a Cooperative Endeavor Agreement with the Town of Stonewall for installation of a culvert located at 201 Lewing Lane and 158 Tanner Road

E. ADJOURN

U.S. 84 WEST INDUSTRIAL PARK EXHIBIT

LEGEND

-  = Portion of Martinez Lane Previously Dedicated to Parish in 2021
-  = Proposed Portion of Martinez Lane to be Dedicated to Parish in 2024



Scale: NTS
Date: 7-01-2024
Prepared by: T JF

STATE OF LOUISIANA

PARISH OF DESOTO

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT made and entered into 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, LA 71052, represented herein by its duly authorized President, **Rodriguez Ross**, (hereinafter referred to as the "Police Jury"); and

THE SABINE RIVER AUTHORITY (TIN: 01-0970031) a State Agency, whose mailing address is 15091 Texas Highway, Many, LA 71449, represented herein by its duly authorized Executive Director, **Warren Founds**, (hereinafter sometimes referred to as "SRA").

WITNESSETH

WHEREAS, the Police Jury has the authority to enter into this agreement as evidenced by its governmental purpose under the provisions of Louisiana R.S. 33:1324; and

WHEREAS, the SRA which has as a purpose the promotion and advancement of the recreational interest of Desoto Parish; and

WHEREAS, the Police Jury supports and encourages efforts in the promotion and advancement of the recreational interest of the Desoto Parish; and

WHEREAS, the SRA owns property located at the southwest quadrant of U.S. Hwy. 84 and LA Hwy 191, east of the Town of Logansport, within Section 1, T11N, R16W (hereinafter referred to as "the Property"); and

WHEREAS, the Property, in part, serves the purpose of fostering the advancement of the recreational interest of the Desoto Parish; and

WHEREAS, recent acts of vandalism have caused damage to the Property; and

WHEREAS, the SRA has requested assistance from the Police Jury to provide material to the Property for purposes of facilitating the SRA in repairing the damaged areas; and

WHEREAS, the Police Jury does have the necessary material and the dump trucks capable of hauling said material to the Property; and

WHEREAS, Louisiana Revised Statutes authorize the Police Jury to build and repair roads, bridges, utilities, and other infrastructure systems when, in the opinion of the Police Jury and SRA, such work will further the interests of the Parish; and

WHEREAS, the Police Jury and the SRA desire to enter into a Cooperative Endeavor Agreement (the "Agreement") for the purpose of facilitating the work described herein; and

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

WHEREAS, 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 SRA 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 AND THE SRA

SECTION 1.01 Authority. The Police Jury and the SRA have all requisite power pursuant to the Louisiana Constitution of 1974 and Louisiana Revised Statutes to enter into this Agreement and perform their respective 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 and SRA are to work cooperatively together and to the best of their ability perform the work described herein and not to create any indebtedness on the part of either party but only to use their resources to complete the improvements in a timely manner.

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 each parties' respective obligations

ARTICLE II
COOPERATIVE ENDEAVOR OBLIGATIONS

SECTION 2.01 Relating to the Louisiana Constitution. In entering into this Agreement, it is not the intent of the Police Jury and the SRA to enter into a gratuitous transfer of public funds and/or resources because both parties expect one another to facilitate the work described herein to ultimately benefit businesses, citizens and visitors of DeSoto Parish. Accordingly, each party will receive something of value in return for the performance of their obligations hereunder, which are:

- (a) In the case of the Police Jury, assisting the SRA by providing and hauling requested fill material to the Property allows for the SRA to return the Property back to a presentable state.
- (b) In the case of the SRA, by restoring the property to its pre-vandalized condition allows for SRA to continue to serve as a showcase to Sabine River and the Toledo Bend Reservoir, thus continuing to promote the recreational interest of the Desoto Parish.
- (c) In the case of both the Police Jury and SRA, a partnership to improve the efficiency of delivering the work and restoration of the Property described in the reciprocal obligations herein.

ARTICLE III
POLICE JURY OBLIGATIONS

SECTION 3.01 Police Jury Obligations.

- (a) The Police Jury, and/or its contractor, will provide, haul, and deliver 3 to 4 dump truck loads of sand clay material to the Property.
- (b) The work will be performed at the Property previously established herein.
- (c) The material will be dumped on the Property at the location(s) designated by SRA.
- (d) The Police Jury will coordinate with SRA on such tasks as scope of work, to the extent the Police Jury has agreed to perform pursuant to this agreement, and schedules of performance of the work.

ARTICLE IV
SRA OBLIGATIONS

SECTION 4.01 SRA Obligations.

- (a) The SRA, and/or its contractor, will provide all labor to perform its work **except that work specifically identified in Section 3.01.**
- (b) The SRA will provide unobstructed entry into the Property and will direct the Police Jury, and/or its contractor, to the location(s) where the material is to be dumped.
- (c) The SRA's work does not include the work specifically assigned to the Police Jury.
- (d) The SRA's work includes securing the site by assuring the area is free of vehicles and/or other obstacles that would prevent the work from being performed.
- (e) The SRA will coordinate with the Police Jury on such tasks as scope of work, to the extent the Police Jury has agreed to perform pursuant to this agreement, and schedules of performance of the work.

ARTICLE V
MISCELLANEOUS

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

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

POLICE JURY

DeSoto Parish Police Jury
c/o Michael Norton
Parish Administrator
101 Franklin Street,
Mansfield, Louisiana 71052
318-872-0738

SRA

The Sabine River Authority
c/o Warren Founds, Executive Director
15091 Texas Highway
Many, Louisiana 71449
318-256-4112

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered; by United States Certified Mail, Return Receipt requested; by private or commercial carrier or express mail, such as Federal Express; by facsimile or electronic transmission confirmed by mailed written confirmation; or personally delivered 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 as to each party at such other addresses or numbers as shall be designated by such party in a written notice to the other party.

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

SECTION 5.04 No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of the Police Jury, 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 constructed 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 this 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 5.12 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 party.

SECTION 5.13 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

BY: _____
RODRIGUEZ ROSS, PRESIDENT

WITNESSES:

**SABINE RIVER AUTHORITY,
STATE OF LOUISIANA**

BY: _____
WARREN FOUNDS,
EXECUTIVE DIRECTOR

DRAFT

PARISH TRANSPORTATION ROAD PROJECTS			
FY	Road	District	Proposed Order
2010	Linwood	2	
2010	Blunt Mill	1C/4B	
2010	Marshall	1B	
2011	Binning	4C	
2012	Hall Road	3	
2015	Mounce Road	1C	
2015	Daw Road	4C/6	
2015	Bradshaw Road	4A	
2018	East Red Bayou	6	
2018	Gravel Point	5	
2019	Holmes	1A	
2020	All moved to one year		
2021	Railroad Avenue		4D
2022	Powell		2
2023	Martinez/Delton/Radio Station		4B
2024	Marshall Road*		1B
2025	Cottonbelt		4C
2026	Red Bluff		3
2027	Charlie Jones		1C
2028			6
2029			4A
2030			5
2031			1A

* Passed out of committee 10/3/2022

CHAPPARAL RD

RED STRONG RD

RED STRONG RD

BUTLER PVT DR

191

390
A

392

390

385

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**RESOLUTION
FIVE (5) YEAR CAPITAL ROAD PLAN – PLANNING AND CONSTRUCTION**

WHEREAS, the DeSoto Parish Police Jury has been awarded funding from the State of Louisiana Office of Facility, Planning and Control for the DeSoto Parish Police Jury – Five Year Capital Road Plan in the amount of \$8,000,000 with matching funds of 25% (\$2,000,000)

WHEREAS, the DeSoto Parish Police Jury agreed to the roads for Capital Outlay at a Special meeting August 5, 2024

WHEREAS, the State Office of Facility Planning and Control administers capital outlay and requires a resolution designating an official from the Parish to act on behalf of the DeSoto Parish Police Jury in all matters pertaining to the project, including certifying requests for State disbursements

WHEREAS the FY2024 Operating Budget needs to be amended to recognize the anticipated revenue of \$8,000,000 and the matching of funds of \$2,000,000.

NOW THEREFORE BE IT RESOLVED that the DeSoto Parish Police Jury hereby authorizes the Parish Police Jury President to act on behalf of the DeSoto Parish Police Jury in all matters pertaining to the project, including certifying requests for State disbursements.

BE IT FURTHER RESOLVED the DeSoto Parish Police Jury hereby amends the FY2024 Operating Budget to recognize the anticipated revenue of \$8,000,000 and the matching of funds of \$2,000,000 from appropriate funds available.

MOTION TO ADOPT the above Resolution was made by _____ seconded by _____.

WHEREUPON the Resolution was declared duly adopted on this the 5th day of August, 2024.

AYES: ___ NAYS: ___ ABSENT: ___ Abstain: 0

RODRIGUEZ ROSS, PRESIDENT
DESOTO PARISH POLICE JURY

JODI ZEIGLER, PARISH SECRETARY
DESOTO PARISH POLICE JURY

CERTIFIED

I, Jodi Zeigler, hereby certify in my capacity as the Parish Secretary of the DeSoto Parish Police Jury that the above and foregoing is a true and correct copy of the Resolution passed by the DeSoto Parish Police Jury at a Regular Meeting held on the 5th day of August, 2024 a quorum being present.

Jodi Zeigler, Parish Secretary