



# DESOTO PARISH POLICE JURY

October 07, 2024 at 5:11 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

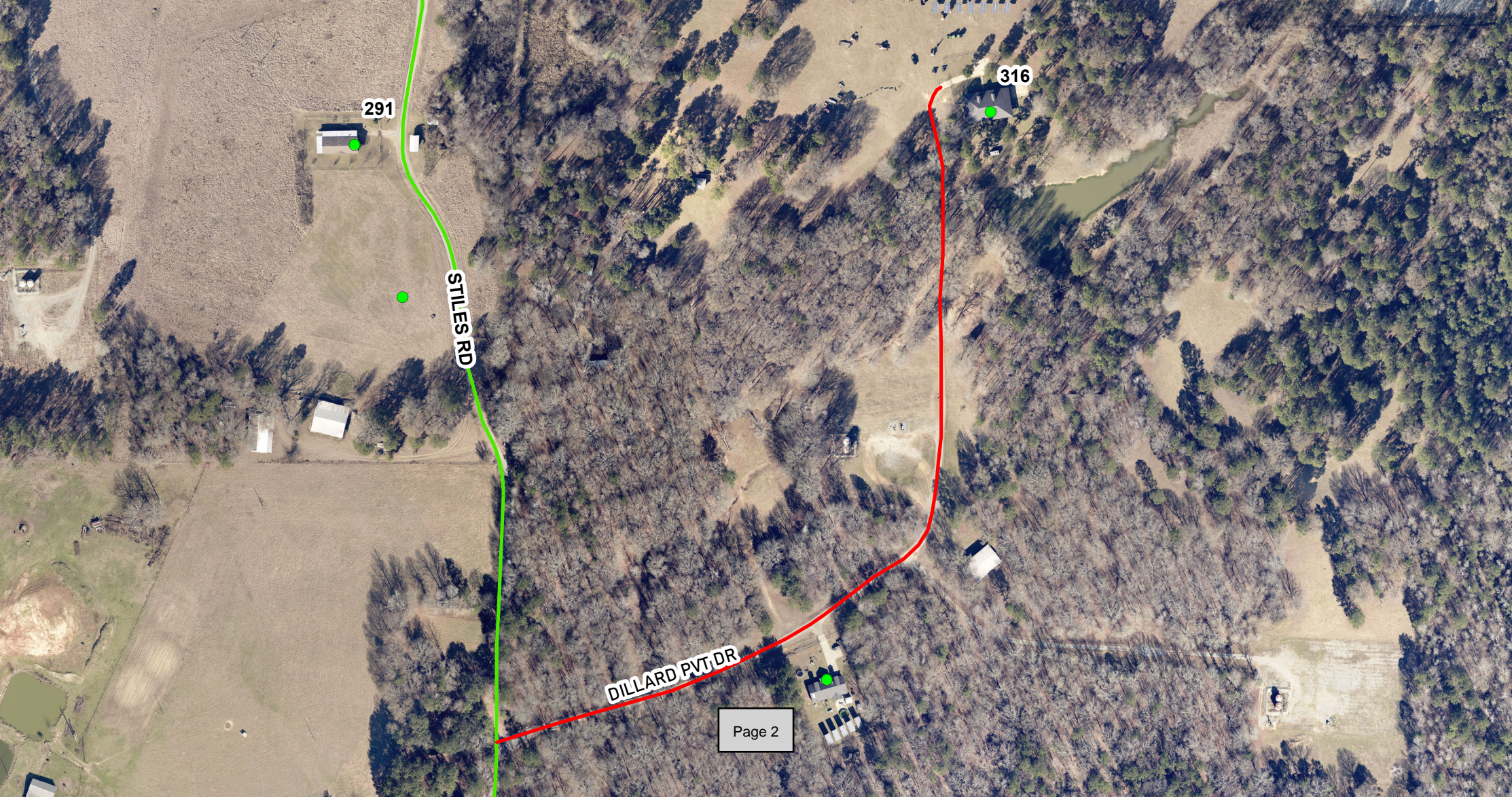
### B. CALL FOR ADDITIONS AND DELETIONS

### C. GUEST AND PUBLIC COMMENTS

### D. ROAD ITEMS

1. Authorize the E911 naming of Dillard Pvt Dr off of Stiles Road in Frierson
2. Amend the Road Budget Contract Laborer Line Item in the amount of \$600,000 to complete the 2024 Roads listed on the three (3) year asphalt overlay program.
3. Amend the Capital Road Budget in the amount of \$100,000 to purchase a Tack Trailer and skid steer attachments
4. Authorize the President to sign a Cooperative Endeavor Agreement with the City of Mansfield to pave Adams Street.
5. Amend the Road Budget in the amount of \$150,000 for tree cutting services

### E. ADJOURN



291

316

STILES RD

DILLARD PVT DR

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 CITY OF MANSFIELD**, (TIN: XX-XXX0881), a political subdivision of the State of Louisiana, its permanent mailing address being P.O. Box 773, Mansfield, Louisiana, 71052 represented herein by its duly authorized Mayor, **Thomas Jones**, (hereinafter referred to as "City").

**WHEREAS**, the City, property owners, and business owners on Adams Street near Polk Street (US Hwy 84) rely upon the roadway system for safe, efficient transportation to/from their property; and

**WHEREAS**, access to major government buildings makes Adams Street a significant traffic generator; and

**WHEREAS**, the paving on Adams Street is nearing the end of its useful life; and

**WHEREAS**, the City does not have the necessary design and construction expertise to repair and improve the Adams Street paving; and

**WHEREAS**, the Police Jury does have the necessary design and construction expertise to repair and improve the Adams Street paving; and

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

**WHEREAS**, the Police Jury and the City desire to enter into a Cooperative Endeavor Agreement (the "Agreement") for the purpose of facilitating the improvements 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 City 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 CITY**

**SECTION 1.01** Authority. The Police Jury and City 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 City 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 City to enter into a gratuitous transfer of public funds and/or resources because both parties expect one another to facilitate the installation of the needed facilities to 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, improving the roadway system for safe, efficient access to homes, properties, and businesses and having the City own and maintain said improvements benefits DeSoto Parish citizens, businesses, and visitors.

(b) In the case of the City, improving the roadway system for safe, efficient access to homes, properties, and businesses and having the Police Jury design and construct said improvements reduces cost to and improves the safety of the City's citizens, businesses, and visitors.

(c) In the case of both the Police Jury and the City, a partnership to improve the efficiency of delivering the improvements 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 all labor, material, and equipment to design and construct the improvements.
- (b) The improvements will be performed on Adams Street from Polk Street (US Hwy 84) to Texas Street, as depicted on Exhibit "A", herein attached.
- (c) The improvements include adding a 2" thick asphalt overlay to existing street paving measuring approximately 46' x 204' and restriping.
- (d) The improvements do not include drainage and signage.
- (e) The Police Jury will coordinate with the City on such tasks as scope of work and schedules of performance.
- (f) The Police Jury will not unreasonably withhold approvals of minor requests by the City.
- (g) The Police Jury will provide the necessary resources to timely complete the improvements once the work has begun.
- (h) Costs to the Police Jury will not exceed \$27,660.00.

**ARTICLE IV  
CITY OBLIGATIONS**

SECTION 4.01 City Obligations.

- (a) The City, and/or its contractor, will provide all labor, material, and equipment to perform its work.
- (b) The work will be performed on Adams Street from Polk Street (US Hwy 84) to Texas Street, as depicted on Exhibit "A", herein attached.
- (c) The work includes traffic control, advance notice (residents, businesses, first responders, utilities, school board, etc.) of the impending work, obtaining permits, and timely responses to Police Jury's requests for assistance and/or information.

- (d) The work does not include the work specifically assigned to or excluded from the Police Jury.
- (e) The City will coordinate with the Police Jury on such tasks as scope of work and schedules of performance for the improvements.
- (f) The City will not unreasonably withhold approvals of minor requests by the Police Jury.
- (g) The City will provide the necessary resources to timely complete its work once said work has begun.
- (h) The City will accept the improvements upon their completion.

## **ARTICLE V MISCELLANEOUS**

SECTION 6.01 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 6.02 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 Rister, P.E., Parish Engineer  
101 Franklin Street,  
Mansfield, Louisiana 71052  
318-872-0738

### **CITY**

City of Mansfield  
Tarus Chatman, Public Works Director  
P. O. Box 773  
Mansfield, Louisiana 71052  
318-872-0406

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

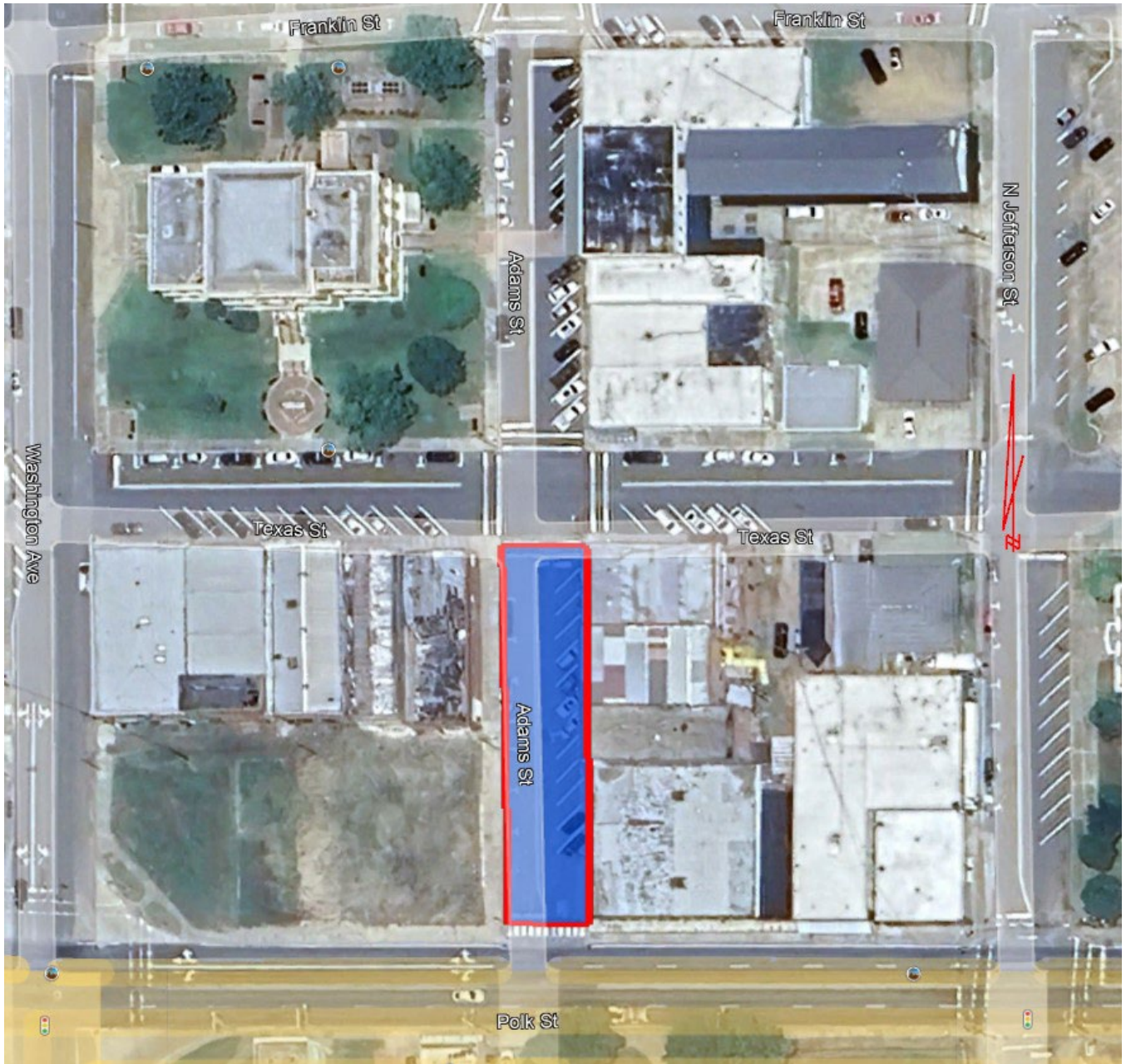
**WITNESSES:**

**CITY OF MANSFIELD**

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

BY: \_\_\_\_\_  
THOMAS JONES, MAYOR

**EXHIBIT "A"**



**ADAMS STREET OVERLAY PROJECT**  
**ESTIMATED COST PER ROAD DEPT.**

Asphalt Cost	\$13,100.00
Contract Labor	2,280.00
Contract Trucks	2,280.00
Striping	<u>10,000.00</u>
Total	\$27,660.00