



DESOTO PARISH POLICE JURY

April 01, 2024 at 5:03 PM

Solid Waste Committee

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

AGENDA

Greg Baker, Chairman, Ernel Jones, Richard Fuller, Jimmy Holmes and Keith Parker

A. CALL TO ORDER

B. CALL FOR ADDITIONS AND DELETIONS

C. GUEST AND PUBLIC COMMENTS

1. John Sutherland with Upland Road Project

D. SOLID WASTE ITEMS

2. Authorize the President to sign a Cooperative Endeavor Agreement with Shreveport Green for the 2024 Litter Campaign

E. ADJOURN

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “Agreement”), is made and effective as 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 and appearing herein through its authorized President, Rodriguez Ross; and

SHREVEPORT GREEN (TIN:XX-XXX-0610), a private, non-profit 501(c)3 corporation organized under the laws of the State of Louisiana and recognized by the Internal Revenue Service, its permanent mailing address being 3625 Southern Avenue, Shreveport, Louisiana 71104, represented herein by Donna Curtis, its duly authorized Executive Director, whose purpose is dedicated to improving the environment through public education and community beautification, litter abatement, and recycling projects and referenced herein as “Shreveport Green”.

WITNESSETH

WHEREAS, at its Regular Meeting on _____ the Police Jury authorized “Take Pride in DeSoto” Litter Campaign; and

WHEREAS, the Police Jury staff worked with Shreveport Green to develop a program; and

WHEREAS, the Police Jury and Shreveport Green desire to enter into a Cooperative Endeavor Agreement for the 2024 Litter Campaign; 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 Shreveport Green 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 Shreveport Green to work cooperatively to develop a Litter Campaign. 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 and related activities for the development and facilitation of a Litter Campaign in DeSoto Parish.

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 Shreveport Green to enter into a gratuitous transfer of public funds because such parties expect the expenditure of funds by the Police Jury will support the Litter Campaign 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, the development of a Litter Campaign to educate the public regarding litter, organize cleanups across the parish, and enhance the lives of parish residents by providing a cleaner environment; and
- (b) In the case of Shreveport Green, funding from the Police Jury for its staff to facilitate the Litter Campaign.

Additionally, the Police Jury and Shreveport Green will have reciprocal obligations further described herein.

The Police Jury and Shreveport Green further find and determine that:

- a) both the Police Jury and Shreveport Green have the legal authority to enter into this Agreement;
- b) the project creates a public benefit, and;
- c) there is a reasonable expectation on the part of the Police Jury and Shreveport Green 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 Twenty-Eight Thousand Dollars (\$28,000) to Shreveport Green to facilitate the Litter Campaign.
- b) The Police Jury shall pay Shreveport Green for costs incurred upon receipt of an invoice(s) with supporting documentation.
- c) The Police Jury shall provide labor and equipment to assist Shreveport Green in facilitating the Litter Campaign as described in Exhibit "A".

ARTICLE IV
SHREVEPORT GREEN OBLIGATIONS

SECTION 4.01 Shreveport Green Obligations.

- a) Shreveport Green will facilitate the Litter Program as described in Exhibit "A".
- b) Shreveport Green shall provide an invoice(s), with supporting documentation, in the form of contracts, invoices, cancelled checks, etc., to the Police Jury.
- c) Shreveport Green will provide updates on the Litter Campaign to the Police Jury on a quarterly basis.

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 addresses as follows:

POLICE JURY

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

COMPANY

Shreveport Green c/o
Donna Curtis
Executive Director
3625 Southern Avenue
Shreveport, Louisiana 71104

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 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 or Shreveport Green, 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 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. Shreveport Green 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 Shreveport Green, 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. Shreveport Green shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

SECTION 5.13 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 5.14 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: _____
Name: Rodriguez Ross
Title: President

WITNESSES: SHREVEPORT GREEN

BY: _____
Name: _____
Title: Executive Director

EXHIBIT “A”

2024 Overview for DeSoto Parish Litter Campaign

Implementation of Keep America Beautiful

Complete accreditation as a Keep America Beautiful affiliate including reporting, application for grant funding, and training opportunities. Maintain ties with Keep Louisiana Beautiful for funding opportunities, training sessions, and outreach activities.

1. Keep America Beautiful
 - a. Complete affiliation process
 - b. Maintain good standing status
 - c. Seek opportunities for grant funding
 - d. Organize and implement the litter survey
2. Keep Louisiana Beautiful
 - a. Maintain good standing status with reporting, meetings
 - b. Seek opportunities for funding through grant process
 - c. Assist with grant writing
3. Keep DeSoto Beautiful
 - a. Assist with arranging meetings
 - b. Assist with maintain records necessary for reporting to Police Jury
 - c. Assist board members in running meetings and reviewing minutes
 - d. Assist Executive Director with contacting board members in running meetings
 - e. Work on raising money through sponsorships, etc.

Litter Education

In partnership with DeSoto Parish Schools, present litter program in all schools. The new Louisiana Litter Law that requires litter education in grades K – 5. Include business awareness information also.

1. School Presentations
 - a. Implement state litter curriculum in all elementary schools
 - b. Assist with scheduling presentations to schools and libraries
 - c. Assist with follow up with schools on implementation.
2. Business Outreach
 - a. Implement Clean Business Award Program
 - b. Contact all businesses through Chamber of Commerce
 - c. Address businesses through Chambers
 - d. Involve businesses in cleanups
3. Media Campaign
 - a. Continue “Cleaning Up Our Future” campaign through billboards, t-shirts
 - b. Continue work with Police Jury website marketing firm to maintain website
 - c. Work with local papers and magazines to place stories
 - d. Continue social media campaign
 - e. Work with journalist to prepare and send digital newsletter

Litter Cleanups

In partnership with the DeSoto Parish Public Works Department and DeSoto Parish Sheriff’s Department, plan cleanups across the parish, target two parish-wide cleanups – in the spring and the fall. All teams will have t-shirts and equipment needed for collecting litter. A celebration/volunteer thank you will be held following the spring cleanup. The cleanup will be followed by results reporting and further encouragement to keep areas clean. Perhaps even signs marking specific areas that were cleaned.

1. Facilitate two parish-wide cleanups in the spring and the fall
 - a. School teams, Business teams, Community Teams
 - b. Map out specific areas for cleanup & assign teams
 - c. Procure bags, litter picker-uppers, gloves for cleanup, order t-shirts

- d. Organize parish-wide celebration for volunteers
 - e. Thank you/acknowledgement to all participants
- 2. Organize parish-wide Adopt-A-Road Program
 - a. Contact DOTD for cooperation
 - b. Publicize through Chamber, social media, schools

Litter Enforcement

- 1. Continue meeting with DeSoto Parish Sheriff
 - a. Discuss litter patrols
 - b. Discuss litter citations
- 2. Organize Litter Law Enforcement Breakfast
 - a. Include sheriff deputies
 - b. Include Constables, justices of the peace
- 3. Hold DEQ/KLB Litter Presentation

Budget

a. A facilitation fee for Shreveport Green	\$15,000
b. Website maintenance, updating, social media	\$ 1,000
c. Placement of campaign: billboards, magazine, etc	\$ 4,000
d. Materials/supply fee for cleanups, t-shirts, etc	\$ 5,000
e. Material/literature fee for printing of educational handouts, etc	\$ 2,000
f. Quarterly digital newsletter	<u>\$ 1,000</u>
	\$28,000