



DESOTO PARISH POLICE JURY

April 01, 2024 at 5:01 PM

Budget and Finance Committee Meeting

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

AGENDA

OFFICERS

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. Authorize the President to sign a Cooperative Endeavor Agreement with the Battle of Pleasant Hill, Inc. and amend the budget

E. ADJOURN

P.O. Box 384
Pleasant Hill, LA 71065-0384
March 13, 2024



Website:
www.battleofpleasanthill.com

Battle of Pleasant Hill Inc.
23270 Hwy 175
Pelican, La 71063

To Whom It May Concern:

The Battle of Pleasant Hill Re-enactment and Festival is formally requesting financial assistance from the DeSoto Parish Police Jury for our 2024 budget. We would like your consideration to be included in the DPPJ's annual budget for 2024. The year 2024 marks the 44th Anniversary of the of Pleasant Hill Re-enactment and the 160th Anniversary of the Battle of Pleasant Hill. We have big plans to add things, such as a live broadcast for spectators, to our re-enactments and any funds provided by DPPJ would go directly towards our event. We are also fully staffed by volunteers who give freely of our time. Being the only major event in South DeSoto Parish, one of the largest history events in Louisiana, and an event that has roots that run deep within DeSoto Parish we hope to continue our event for several years. With financial assistance and support from the DPPJ we would be better prepared to not only sustain our event but grow it as well. We, the Battle of Pleasant Hill Re-enactment Committee, have worked hard the last several years to expand our event and make major improvements. Our goal is to preserve the history of DeSoto Parish and our role in state and national history. One way we are working toward this preservation effort is with our "Save the Dogtrot" project, where we are in the process of restoring the only remaining building from the Battle of Pleasant Hill in 1864 lovingly known as the dogtrot house. This building is a priceless landmark that we intend to save for future generations. As you can imagine this is quite the undertaking financially. This project is in addition to our annual budget that is used for the re-enactment. A minimum of \$2,500 is our request with \$4,000 being the ideal amount to help us cover expenses for 2024.

Our event brings hundreds of tourists to DeSoto Parish that purchase gas, lodging, and food at DeSoto Parish businesses. Our other supporters include other community groups and businesses such as the DeSoto Parish Tourist Commission, DT Midstream, DeSoto Parish Sheriff's Office, and more. We hope you will decide to join this list as well! We strive to work with local entities such as the Mansfield State Historic Site and the DeSoto Parish Tourist Commission to bring a spotlight to DeSoto Parish and the rich history of the parish that we celebrate every April. We hope that we can further develop our relationship with the police jury in order to grow not only our event but to bring more tourists to DeSoto Parish. We hope you join us April 12-14, 2024 to take a step back in time and to help us celebrate 44 years of Battle! For more information about our event please feel free to contact me or visit our website at battleofpleasanthill.com.

Sincerely,

Katelyn Calhoun
Battle of Pleasant Hill President
Boph1864@yahoo.com
(318)658-5785

Held annually the second weekend of April

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT ("Agreement") is made and effective as of 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 "*Police Jury*"), and

BATTLE OF PLEASANT HILL INC. (TIN: XX-XXX), a private, non-profit corporation organized in accordance with Louisiana Revised Statutes, its permanent mailing address being 23270 Hwy 175, Pelican LA 71063, represented herein by its duly authorized President, Katelyn Calhoun, (hereinafter referred to as "*Contracting Party*").

WITNESSETH

WHEREAS, the *Police Jury* has the authority to enter into this Agreement as evidenced by its governmental purpose under the provisions of La. R.S. 33:1236; and

WHEREAS, the *Contracting Party* sponsors the annual Pleasant Hill Re-enactment of the Battle of Pleasant Hill held in Pelican Louisiana; and

WHEREAS, the *Police Jury* desires to cooperate with the *Contracting Party* to sponsor events that promote tourism in Pelican and DeSoto Parish; 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; and

WHEREAS, the transfer or expenditures of public funds or property is not a gratuitous donation;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree 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 described hereunder is for the Police Jury to work cooperatively with the *Contracting Party* in performing its obligations and to do so to the best of its ability but not to represent that is creating any indebtedness on

the part of the Police Jury, but rather only to cooperate in the use of its current resources and performance of its obligations toward the primary and any related activities described herein.

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.

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 *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 financial support to sponsor events that promote tourism in Pelican and DeSoto Parish.
- (b) In the case of the *Contracting Party*, providing a community event that attracts residents and visitors to Pelican and DeSoto Parish and promotes tourism.

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;
- 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 Two Thousand Five Hundred Dollars (\$2,500.00) to the *Contracting Party* to pay costs associated with the sponsorship of the 44th Anniversary of the Pleasant Hill Re-Enactment and the 160th Anniversary of the Battle of Pleasant Hill to promote tourism in Pelican and DeSoto Parish.

ARTICLE IV

DELIVERABLES

SECTION 4.01 *Contracting Party* Obligations.

- a) The *Contracting Party* will use funds provided by the *Police Jury* to pay costs associated with the sponsorship of the Pleasant Hill Re-Enactment that promotes tourism for Pelican and DeSoto Parish.
- b) The *Contracting Party* shall provide the *Police Jury* with a written report, invoices and other written documentation requested by the *Police Jury* delineating the manner in which 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 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

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

CONTRACTING PARTY

Battle of Pleasant Hill Inc.
Katelyn Calhoun, President
23270 Hwy 175
Pelican, LA 71063

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 *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 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 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. *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. *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 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

BY: _____

Name: Rodriguez Ross

Title: President

WITNESSES:

BATTLE OF PLEASANT HILL INC.

BY: _____

Name: Katelyn Calhoun

Title: President