



DESOTO PARISH POLICE JURY

April 01, 2024 at 5:02 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

1. Daniel Savell - speed bumps
2. Johnny Hickingbottom - Radio Station Road

D. ROAD ITEMS

3. Authorize the President to sign a Cooperative Endeavor Agreement with the Town of Logansport to clear debris at the Rodeo Arena
4. Approve the 5 Year Parish Transportation Road Projects
5. Approve the Parish Road Transportation Funds
6. Approve asphalt overlay at Stonewall Frierson Road and amend the budget in the amount of \$372,000
7. Authorize the President to sign a Cooperative Endeavor Agreement with the Town of Stonewall to replace culverts on Baker Road, Mary Street and Brian David Road.

E. ADJOURN

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

TOWN OF LOGANSFORT, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 400, Logansport, Louisiana 71049, represented herein by its Mayor, **Judge Cordray**, (hereinafter referred to as the "Town").

WITNESSETH

WHEREAS, the Town owns property at the end of Berry Road in Logansport commonly known as the "Old Rodeo Arena" property, (hereinafter referred to as the "Property"); and

WHEREAS, throughout the years, said Property has been used by the Town and residents of the Town as a location for disposal of storm debris and other debris, organic in nature, acceptable to the Town; and

WHEREAS, occasionally the Property becomes surmounted by accumulations of deposited piles of debris; and

WHEREAS, the Town does not have the necessary heavy equipment to move and clear the debris piles in such a matter to maintain efficient and orderly use of the Property; and

WHEREAS, the Police Jury does have the necessary heavy equipment and operators to move and clear the debris piles in such a matter to maintain efficient and orderly use of the Property; and

WHEREAS, the Town has requested assistance from the Police Jury to provide heavy equipment and operators for purposes of moving debris piles for better utilization of the Property and ultimately clearing and pushing the debris piles within a low area in the southern portion of the Property; and

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

WHEREAS, the Police Jury and the Town 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 Town 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 TOWN

SECTION 1.01 Authority. The Police Jury and Town 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 Town 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 Town 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 and Logansport. 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 Town by clearing debris from the Property allows for additional debris disposal in the aftermath of storms and for general tree removal and maintenance by the Town. By providing ample clear area for debris disposal after the clearing of storm debris from the Town's streets and properties helps assure public safety and benefits DeSoto Parish citizens, businesses, and visitors.
- (b) In the case of the Town, safety of the public by keeping the streets free of storm debris is the main priority. By providing a centrally located site for debris disposal after clearing storm debris from the Town's streets helps assure the safety of the Town's citizens, businesses, and visitors.
- (c) In the case of both the Police Jury and Town, a partnership to improve the efficiency of delivering the work 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 and equipment to clear accumulated piles of debris as described herein.
- (b) The work will be performed at the Property previously established herein.
- (c) The work will be performed on an as-needed basis when requested by the Town.
- (d) The Police Jury will coordinate with the Town 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.
- (e) The Police Jury will provide the necessary resources to timely complete the work once requested by the Town.

ARTICLE IV
TOWN OBLIGATIONS

SECTION 4.01 Town Obligations.

- (a) The Town, and/or its contractor, will provide all labor, material, and equipment to perform its work.
- (b) The Town will notify the Road Department when clearing at the Property is needed.
- (c) The Town's work does not include the work specifically assigned to the Police Jury.
- (d) The Town'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 Town 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 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 Norton
Parish Administrator
101 Franklin Street,
Mansfield, Louisiana 71052
318-872-0738

TOWN OF LOGANSPORT

Mayor Judge Cordray
P.O. Box 400
Logansport, Louisiana 71049
318-697-5359

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:

TOWN OF LOGANSPOUT

BY: _____
JUDGE CORDRAY

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			4C
2026			3
2027			1C
2028			6
2029			4A
2030			5
2031			1A

* Passed out of committee 10/3/2022

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

TOWN OF STONEWALL, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 92, Stonewall, LA 71078, represented herein by its duly authorized Mayor, **Ken Kaffka** (hereinafter referred to as "the Town").

WITNESSETH

WHEREAS, the Town and adjacent property owners on Baker Road, Mary Street, and Brian David Road rely upon the drainage systems of said roadways (Exhibits "A", "B", and "C" respectively, attached hereto) to prevent their property from flooding during significant rain events; and

WHEREAS, various cross culverts of said drainage systems within the Town's road rights-of-way of said roadways are in need of replacement in order to improve said drainage systems (hereinafter referred to as the "Work"); and

WHEREAS, the Town does not have the necessary design and construction expertise to make repairs and/or improve said drainage systems; and

WHEREAS, the Police Jury does have the necessary design and construction expertise to make repairs and/or improve said drainage systems; and

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

WHEREAS, the Police Jury and the Town 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 Town 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 TOWN

SECTION 1.01 Authority. The Police Jury and Town 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 Town 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 Town 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 drainage systems on Baker Road, Mary Street, and Brian David Road and having the Town own and maintain said systems benefits DeSoto Parish citizens, businesses, and visitors.

(b) In the case of the Town, improving the drainage systems on Baker Road, Mary Street, and Brian David Road and having the Police Jury design and construct said improvements reduces cost to and improves the safety of the Town's citizens, businesses, and visitors.

(c) In the case of both the Police Jury and Town, 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, materials, and equipment to design and construct the improvements.
- (b) The Work at Location "A" will be performed within Baker Road right of way, approximately 2,400' north of LA Hwy. 3276, as depicted on Exhibit "A", herein attached.
- (c) The improvements at Location "A" include removing existing cross culverts and installing two 48"x30' HPS drains with SB-2 bedding, placing rip-rap at culvert ends, and patching roadway over culvert with asphaltic concrete, all in accordance with the Police Jury's standards.
- (d) Road Department estimated cost for Location "A" improvements is \$13,632.
- (e) The Work at Location "B" will be performed within Mary Street right of way at its intersection with Stonewall-Preston Road. The location of the Work will be at south end of Mary Street on the north side of Stonewall-Preston Road, as depicted on Exhibit "B", herein attached.
- (f) The improvements at Location "B" include removing existing cross culvert under Mary Street and installing an 18"x34' HPS drain with SB-2 bedding and patching roadway over culvert with asphaltic concrete, all in accordance with the Police Jury's standards.
- (g) Road Department estimated cost for Location "B" improvements is \$3,125.
- (h) The Work at Location "C" will be performed within Brian David Road right of way, approximately 1,550' north of Rambin Road, as depicted on Exhibit "C", herein attached.
- (i) The improvements at Location "C" include removing existing cross culverts and installing three 48"x40' HPS drains with SB-2 bedding and patching roadway over culvert with asphaltic concrete, all in accordance with the Police Jury's standards.
- (j) Road Department estimated cost for Location "C" improvements is \$31,600.
- (k) The Police Jury will coordinate with the Town on such tasks as scope of work and schedules of performance.
- (l) The Police Jury will not unreasonably withhold approvals of minor requests by the Town.
- (m) The Police Jury will provide the necessary resources to timely complete the improvements once the Work has begun.
- (n) The Police Jury shall warrant the Work for a period of 90 days. Thereafter, the Town shall maintain the improvements.

ARTICLE IV
TOWN OBLIGATIONS

SECTION 4.01 Town Obligations.

- (a) The Town, and/or its contractor, will provide all labor, material, and equipment to perform its work.
- (b) The Town's work will be performed on Baker Road, Mary Street, and Brian David Road, as depicted on Exhibits "A", "B", and "C" respectively, herein attached.
- (c) The Town's 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 Town's work does not include the Work specifically assigned to the Police Jury.
- (e) The Town will reimburse the Police Jury for half of the cost of Work for Baker Road (Location "A"), being an estimated reimbursement cost of \$6,816, all of the cost of Work for Mary Street (Location "B"), being an estimated cost of \$3,125, and, all of the cost of Work for Brian David Road (Location "C"), being an estimated cost of \$31,600. The total amount the Town will reimburse the Police Jury for the Work is an estimated amount of \$41,541.
- (f) The Town will coordinate with the Police Jury on such tasks as scope of work and schedules of performance for the improvements.
- (g) The Town will not unreasonably withhold approvals of minor requests by the Police Jury.
- (h) The Town will provide the necessary resources to timely complete its work once said Work has begun.
- (i) The Town will accept the improvements upon their completion.
- (j) The Police Jury shall warrant the Work for a period of 90 days. Thereafter, the Town shall maintain the improvements.

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 Norton
Parish Administrator
101 Franklin Street,
Mansfield, Louisiana 71052
318-872-0738

TOWN OF STONEWALL

Mayor Ken Kaffka
P.O. Box 92
Stonewall, Louisiana 71078
318-925-9338

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:

TOWN OF STONEWALL

BY: _____
KEN KAFFKA, MAYOR

DRAFT

EXHIBIT "A"



EXHIBIT “B”



EXHIBIT “C”

