



DESOTO PARISH POLICE JURY

February 05, 2024 at 5:00 PM

Administrative Committee Meeting

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

AGENDA

A. CALL TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. PRESIDENT'S REPORT

E. LEGAL COUNSEL'S REPORT

F. CALL FOR ADDITIONS AND DELETIONS

G. GUEST AND PUBLIC COMMENTS

1. Betty Carter - Property Nuisance

H. ADMINISTRATIVE ITEMS

2. Authorize the President to sign a Resolution and agreement with NORWELA Council - Boy Scouts of America.
3. Authorize the President to sign a Resolution for various legal documents including but not limited to leases, agreement, and contracts approved by the Police Jury
4. Authorize the Administrator to sign a letter of support for DESRi in participation of a PILOT program
5. Appoint member to the North Louisiana Economic Partnership Board, replacing Kyle Kennington.
6. Authorize the President to sign a Cooperative Endeavor Agreement with DeSoto Habilitation Services, Inc. and amend the budget in the amount of \$33,300.00
7. Authorize the President to sign a Cooperative Endeavor Agreement with the Krewe of Aquarius (\$3500 already approved in budget)
8. Authorize the President to discuss with the State Legislature to sponsor term limits for the DeSoto Parish Police Jury.

- [9.](#) Authorize the Jury to implement a re-dedication of the Sales Tax
- [10.](#) Authorize the President to sign a Resolution to allow the President or the Administrator to sign leases, agreements, change orders and contracts for items that are already approved in the budget
- [11.](#) Authorize the President to sign the Intergovernmental Agreement between DeSoto Parish and Red River Parish concerning the replacement of the Westdale Plantation Bridge.
- [12.](#) Authorize the President to sign a Cooperative Endeavor Agreement with DeSoto Athletics Little League for improvements at the Grand Cane Ball Park and amend the budget in the amount of \$135,000.
13. Amend the 2024 Holiday Schedule to include Fat Tuesday (February 13, 2024) and All Saints Day (November 1, 2024)
- [14.](#) Authorize the President to sign a Cooperative Endeavor Agreement with the Mansfield Civic Group, LLC and amend the budget in the amount of \$10,000 to help with the Juneteenth Celebration.

I. ADJOURN

STATE OF LOUISIANA
COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "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, Louisiana 71052, (hereinafter referred to as the "*Police Jury*") represented herein by its President, Rodriguez Ross; and

MANSFIELD CIVICGROUP, LLC, a private, non-profit corporation organized under the laws of the State of Louisiana, whose mailing address is P.O. Box 187, Mansfield, LA 71052, represented herein by Mary Linda Green, its duly authorized President, (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 *Police Jury* and the *Contracting Party* desire to enter into a Cooperative Endeavor Agreement to sponsor various events that promote tourism in Mansfield and DeSoto Parish and other programs and services for the poor and necessitous in 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; and

NOW, THEREFORE, the *Police Jury* and the *Contracting Party* 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 *Contracting Party* to work cooperatively. 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 to sponsor various events that promote tourism and other programs and services to the poor and necessitous.

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 *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 *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 various events that promote tourism and other programs and services to the poor and necessitous.
- (b) In the case of the *Contracting Party*, providing a variety of community-oriented programs that promotes tourism and provides for the poor and necessitous individuals in DeSoto Parish.

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 dollars (\$10,000) to the *Contracting Party* to pay costs associated with the sponsorship of the 2024 Juneteenth Celebration.

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 2024 Juneteenth Celebration that promotes tourism and programs and services for the poor and necessitous.
- 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 at the following addresses:

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

CONTRACTING PARTY

Mansfield Civic Group
c/o Mary Linda Green, President
P. O. Box 187
Mansfield, LA 71052

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be delivered by United States Certified Mail, Return Receipt requested; private or commercial carrier; express mail, such as Federal Express; facsimile or electronic transmission confirmed by mailed written confirmation; or personally 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 to the other party at such other address or number 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 construed 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. 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. The *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. The *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:

MANSFIELD CIVIC GROUP, LLC

BY: _____

Name: Mary Linda Green

Title: President

DESOTO PARISH POLICE JURY
PARISH OF DESOTO, STATE OF LOUISIANA
RESOLUTION NO. ____ OF 2024

TITLE: A RESOLUTION TO REPLACE TWO TRAFFIC SIGNS ON HIGHWAY 171 ADVISING TRAFFIC OF THE ENTRANCE TO THE KINSEY SCOUT RESERVATION AND MELLICENT GARLAND CAMPING AREA

WHEREAS, in October of 2013, NORWELA COUNCIL OF THE BOY SCOUTS OF AMERICA (“NORWELA COUNCIL”) held a dedication ceremony to rename the Garland Scout Ranch the Kinsey Scout Reservation; and

WHEREAS, two (2) traffic signs on Highway 171 notify traffic only of the “Garland Scout Ranch” which has the potential to confuse families bringing scouts to the Kinsey Scout Reservation;

WHEREAS, NORWELA COUNCIL made a request to the Louisiana Department of Transportation and Development (“LDOTD”) to revise the highway signs to designate Kinsey Scout Reservation and LDOTD advised NORWELA COUNCIL and DESOTO PARISH POLICE JURY that in order to correct the signs the governing entity over the area where the traffic signs are located, being the DESOTO PARISH POLICE JURY, must adopt a resolution to be responsible for the costs associated with the purchase, installation and maintenance of the new, revised signs;

WHEREAS, NORWELA COUNCIL agreed to continue the memory of Mellicent Story Garland as follows:

- A. The primary road encircling the main facilities of the scout camp is named the “Mellicent Garland Loop;”
- B. The primary open camping area is designated as the “Garland Camping Area” in honor of Mellicent Story Garland;
- C. NORWELA COUNCIL has agreed to install a plaque honoring Mellicent Story Garland in a prominent place at the camp; and
- D. NORWELA COUNCIL has agreed to cover the cost of changing the two (2) highway signs to read as follows:

**KINSEY SCOUT RESERVATION
MELLICENT GARLAND CAMPING AREA**

WHEREAS, NORWELA COUNCIL has agreed to: (1) reimburse or deposit with DESOTO PARISH POLICE JURY an amount sufficient to cover all costs associated with the purchase and installation of the new highway signs; (2) enlist the help of legal counsel to prepare all applications and obtain all necessary approvals from the LDOTD to change the highway signs; and (3) pay for or reimburse DESOTO PARISH POLICE

JURY for maintenance costs for the two (2) new highway signs for the Kinsey Scout Reservation and Mellicent Garland Camping Area; and

NOW, THEREFORE, BE IT RESOLVED, that in consideration of the foregoing the DESOTO PARISH POLICE JURY hereby adopts the following resolution:

BE IT RESOLVED, that the two (2) highway signs designated “Garland Scout Ranch” located proximately to the Kinsey Scout Reservation at 3492 US-171, Stonewall, Louisiana 71078, should be replaced by highway signs designating the following:

**KINSEY SCOUT RESERVATION
MELLICENT GARLAND CAMPING AREA**

BE IT FURTHER RESOLVED, that DESOTO PARISH POLICE JURY will be responsible for the costs associated with the purchase, installation and maintenance of the signs.

BE IT FURTHER RESOLVED, that DESOTO PARISH POLICE JURY shall obtain reimbursement for all such costs associated with the purchase, installation and maintenance of the signs for the Kinsey Scout Reservation and Mellicent Garland Camping Area from the NORWELA COUNCIL pursuant to separate agreement between the NORWELA COUNCIL and the DESOTO PARISH POLICE JURY.

This Resolution was considered and upon motion of _____ and being seconded by _____, was adopted by the following vote on this the ___ day of January, 2024:

AYES: _____
NAYS: _____
ABSENT: _____

_____, PRESIDENT
DESOTO PARISH POLICE JURY

JODI ZEIGLER, SECRETARY
DESOTO PARISH POLICE JURY

NORWELA COUNCIL - BOY SCOUTS OF AMERICA
3508 Beverly Place
Shreveport, LA 71104
318-868-2774
318-861-3354 FAX
www.norwela.org

Agreement to Pay Costs Associated with Purchase, Installation and Maintenance of Highway Two (2) New Signs on Highway 171 for Entrance to the Kinsey Scout Reservation and Mellicent Garland Camping Area

WHEREAS, in October of 2013, NORWELA COUNCIL OF THE BOY SCOUTS OF AMERICA (“NORWELA COUNCIL”) held a dedication ceremony to rename the Garland Scout Ranch the Kinsey Scout Reservation; and

WHEREAS, two (2) traffic signs on Highway 171 notify traffic only of the “Garland Scout Ranch” which has the potential to confuse families bringing scouts to the “Kinsey Scout Reservation;”

WHEREAS, NORWELA COUNCIL made a request to the Louisiana Department of Transportation and Development (“LDOTD”) to revise the highway signs to designate Kinsey Scout Reservation and LDOTD advised NORWELA COUNCIL and DESOTO PARISH POLICE JURY that in order to correct the signs the governing entity over the area where the traffic signs are located, being the DESOTO PARISH POLICE JURY, must adopt a resolution to be responsible for the costs associated with the purchase, installation and maintenance of the new, revised signs;

WHEREAS, NORWELA COUNCIL agreed to continue the memory of Mellicent Story Garland, the original namesake of the Garland Scout Ranch, as follows:

- A. The primary road encircling the main facilities of the scout camp is named the “Mellicent Garland Loop;”
- B. The primary open camping area is designated as the “Garland Camping Area” in honor of Mellicent Story Garland;
- C. NORWELA COUNCIL has agreed to install a plaque honoring Mellicent Story Garland in a prominent place at the camp; and
- D. NORWELA COUNCIL has agreed to cover the cost of changing the two (2) highway signs to read as follows:

KINSEY SCOUT RESERVATION
MELLICENT GARLAND CAMPING AREA

WHEREAS, NORWELA COUNCIL has agreed to: (1) reimburse or deposit with DESOTO PARISH POLICE JURY an amount sufficient to cover all costs associated with

the purchase and installation of the new highway signs; (2) enlist the help of legal counsel to prepare all applications and obtain all necessary approvals from the LDOTD to change the highway signs; and (3) pay for or reimburse DESOTO PARISH POLICE JURY for maintenance costs for the two (2) new highway signs for the Kinsey Scout Reservation and Mellicent Garland Camping Area; and

WHEREAS, DESOTO PARISH POLICE JURY is considering the adoption of a resolution to be responsible for the costs associated with the purchase, installation and maintenance of the signs, provided NORWELA COUNCIL agrees to pay in advance or reimburse DESOTO PARISH POLICE JURY all costs associated with the purchase, installation and maintenance of the signs as provided herein.

NOW, THEREFORE, BE IT KNOWN, that in consideration of the foregoing, NORWELA COUNCIL and DESOTO PARISH POLICE JURY agree follows:

If DESOTO PARISH POLICE JURY adopts a resolution approving the replacement of the two (2) highway signs designated "Garland Scout Ranch" located proximately to the Kinsey Scout Reservation at 3492 US-171, Stonewall, Louisiana 71078, with two (2) new highway signs designated as follows:

**KINSEY SCOUT RESERVATION
MELLICENT GARLAND CAMPING AREA**

and confirming to the LDOTD that it will cover all costs associated with the purchase, installation and maintenance of such signs, NORWELA COUNCIL shall:

- A. Pay in advance or reimburse DESOTO PARISH POLICE JURY within ten (10) days of receipt of an invoice for all costs associated with the purchase and installation of the new highway signs referred to above;
- B. To the extent practicable, NORWELA COUNCIL will at its sole cost and expense prepare all applications and satisfy all regulatory requirements to cause LDOTD to change the highway signs as provided herein; and
- C. Pay or reimburse DESOTO PARISH POLICE JURY for maintenance costs for the two (2) new highway signs for the Kinsey Scout Reservation and Mellicent Garland Camping Area.

If it is determined that NORWELA COUNCIL had defaulted on its obligations under this Agreement after written notice of default and ten (10) days opportunity to cure, DESOTO PARISH POLICE JURY shall be entitled to recover reasonable legal fees and court costs incurred to enforce such obligations.

This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. A manual signature whose image shall have been transmitted electronically will constitute an original signature for all

purposes. The delivery of copies of this agreement, including executed signature pages, by electronic transmission will constitute effective delivery of this agreement for all purposes.

NORWELA COUNCIL, BSA

DESOTO PARISH POLICE JURY

By: _____

Jeffery M. Brasher
Scout Executive/CEO

By: _____

Date: _____, 2024

Date: _____ 2024

RESOLUTION

WHEREAS, The DeSoto Parish Police Jury, in conducting its business, approves various legal documents including leases, agreements and contracts; and

WHEREAS, these documents require the signature of the President of the DeSoto Parish Police Jury;

NOW THEREFORE BE IT RESOLVED that the DeSoto Parish Police Jury does hereby authorize its duly elected President to sign legal documents authorized by the DeSoto Parish Police Jury.

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

WHEREUPON the Resolution was declared duly adopted on this the 20th day of February 2024.

AYES: NAYS: ABSENT: Abstain:

RODRUGUEZ 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 20th day of February, 2024 a quorum being present.

Jodi Zeigler, Parish Secretary

December 6, 2023

North Louisiana Finance Authority
Attn: H. Calvin Austin, III. - Chairman
P.O. Box 63
Shreveport, Louisiana 71161

Re: Letter of Support/No Objection

Dear Mr. Austin:

We understand that the North Louisiana Finance Authority is prepared to offer D.E. Shaw Renewable Investments an opportunity to participate in a Payment in Lieu of Taxes (PILOT) arrangement. We further understand that the terms of this PILOT will equal a fifty percent abatement of assessed property taxes during the ten-year life of this agreement. This incentive is intended to spur economic development and growth in the Desoto Parish community and will yield an estimated \$114,405,958 in additional tax revenue for Desoto Parish over the life of this project. The purpose of this letter is to offer the Desoto Parish Police Jury's support of this agreement.

The Desoto Parish Police Jury has no objection to D.E. Shaw Renewable Investments' PILOT Agreement with the North Louisiana Finance Authority, and we are hopeful their company will find much success as they invest over \$441,210,000 in our parish. Please feel free to contact my office should you need further information on this matter.

Sincerely,

Michael Norton
Parish Administrator

Executive Summary

Estimated Total Parish Property Tax Collections During PILOT Term	\$33,344,427
Estimated Total Sales/Use Tax Collections During Construction	<u>\$7,059,360</u>
Estimated Total Revenue Collections During Construction + 1st 10 Years of Operations	<u><u>\$40,403,787</u></u>

Total Estimated Property Tax Collections over 30 years	\$107,346,608
Estimated Total Sales/Use Tax Collections During Construction	\$7,059,360
Estimated Collections From Project Development and Operational Term	<u><u>\$114,405,968</u></u>

Note: This analysis does not factor in nor anticipate changes in the millage rates, nor changes by the Louisiana Tax Commission in composite multipliers, or useful lives over time, all of which could impact the proposed estimates presented.

Investment Amount \$441,210,000
 Estimated % Subject to Tax 40%

Estimated Sales/Use Tax Basis \$176,484,000

Taxing Entity	Tax Rate	Est. Sales/Use Tax Collections
School Board	2.50%	\$4,412,100.00
Police Jury	1%	\$1,764,840.00
Law Enforcement	0.50%	\$882,420.00
	4.00%	\$7,059,360.00

Estimated Local Impact of PILOT on DeSoto Parish

Taxing Body	Total Collections from Project if it does not Happen	Estimated Property Tax Collections During Exemption Period + 0 years (10yrs)		Estimated Property Tax Collections During Exemption Period + 10 years (20yrs)	Estimated Property Tax Collections over 30 Years
		Property Taxes	Sales/Use Taxes		
Sheriff	\$0	\$4,022,909	\$882,420	\$9,762,433	\$12,951,058
School Board	\$0	\$17,268,031	\$4,412,100	\$41,904,504	\$55,591,434
Parish Government	\$0	\$4,818,347	\$1,764,840	\$11,692,732	\$15,511,835
Other Taxing Authorities	\$0	\$7,235,140		\$17,557,588	\$23,292,281
TOTAL	\$0	\$33,344,427	\$7,059,360	\$80,917,258	\$107,346,608

**ABATEMENT IMPACT SUMMARY FOR ALL AFFECTED TAXING BODIES
10 YEARS TAX ABATEMENT AT 50% EXEMPTION**

Project Name: DESRI/CLECO - Dolet Hills Solar
 Investment Amount: \$441,210,000
 Location: DeSoto Parish

DATED: 10/18/2023

25 Yr Depreciation Rate ¹			0.99	0.97	0.95	0.96	0.96	0.94	0.90	0.88	0.85	0.81	
Depreciated Value			436,797,900	427,973,700	419,149,500	423,561,600	423,561,600	414,737,400	397,089,000	388,264,800	375,028,500	357,380,100	
100% Assessed Value (= Depreciated Value x 15% Assessment Rate)			65,519,685	64,196,055	62,872,425	63,534,240	63,534,240	62,210,610	59,563,350	58,239,720	56,254,275	53,607,015	
50% Assessed Value (= 50% of 100% of Assessed Value)			32,759,843	32,098,028	31,436,213	31,767,120	31,767,120	31,105,305	29,781,675	29,119,860	28,127,138	26,803,508	
Taxing Body	Millage Rate ²	Converted Millage Rate	YEAR 1 EXEMPT AMOUNT	YEAR 2 EXEMPT AMOUNT	YEAR 3 EXEMPT AMOUNT	YEAR 4 EXEMPT AMOUNT	YEAR 5 EXEMPT AMOUNT	YEAR 6 EXEMPT AMOUNT	YEAR 7 EXEMPT AMOUNT	YEAR 8 EXEMPT AMOUNT	YEAR 9 EXEMPT AMOUNT	YEAR 10 EXEMPT AMOUNT	TOTAL EXEMPTION AMOUNT
Sheriff	13.200	0.01320	\$432,430	\$423,694	\$414,958	\$419,326	\$419,326	\$410,590	\$393,118	\$384,382	\$371,278	\$353,806	\$4,022,909
School Board	56.660	0.05666	\$1,856,173	\$1,818,674	\$1,781,176	\$1,799,925	\$1,799,925	\$1,762,427	\$1,687,430	\$1,649,931	\$1,593,684	\$1,518,687	\$17,268,031
Police Jury	15.810	0.01581	\$517,933	\$507,470	\$497,007	\$502,238	\$502,238	\$491,775	\$470,848	\$460,385	\$444,690	\$423,763	\$4,818,347
Ambulance	7.000	0.00700	\$229,319	\$224,686	\$220,053	\$222,370	\$222,370	\$217,737	\$208,472	\$203,839	\$196,890	\$187,625	\$2,133,361
Assessor	2.550	0.00255	\$83,538	\$81,850	\$80,162	\$81,006	\$81,006	\$79,319	\$75,943	\$74,256	\$71,724	\$68,349	\$777,153
E911	1.040	0.00104	\$34,070	\$33,382	\$32,694	\$33,038	\$33,038	\$32,350	\$30,973	\$30,285	\$29,252	\$27,876	\$316,956
Fire District	12.160	0.01216	\$398,360	\$390,312	\$382,264	\$386,288	\$386,288	\$378,241	\$362,145	\$354,097	\$342,026	\$325,931	\$3,705,952
Water District	0.990	0.00099	\$32,432	\$31,777	\$31,122	\$31,449	\$31,449	\$30,794	\$29,484	\$28,829	\$27,846	\$26,535	\$301,718
TOTAL	109.410	0.10941	\$3,584,254	\$3,511,845	\$3,439,436	\$3,475,641	\$3,475,641	\$3,403,231	\$3,258,413	\$3,186,004	\$3,077,390	\$2,932,572	\$33,344,427
Taxing Body	Millage Rate ²	Converted Millage Rate	YEAR 1 COLLECTED AMOUNT	YEAR 2 COLLECTED AMOUNT	YEAR 3 COLLECTED AMOUNT	YEAR 4 COLLECTED AMOUNT	YEAR 5 COLLECTED AMOUNT	YEAR 6 COLLECTED AMOUNT	YEAR 7 COLLECTED AMOUNT	YEAR 8 COLLECTED AMOUNT	YEAR 9 COLLECTED AMOUNT	YEAR 10 COLLECTED AMOUNT	TOTAL COLLECTED AMOUNT
Sheriff	13.200	0.01320	\$432,430	\$423,694	\$414,958	\$419,326	\$419,326	\$410,590	\$393,118	\$384,382	\$371,278	\$353,806	\$4,022,909
School Board	56.660	0.05666	\$1,856,173	\$1,818,674	\$1,781,176	\$1,799,925	\$1,799,925	\$1,762,427	\$1,687,430	\$1,649,931	\$1,593,684	\$1,518,687	\$17,268,031
Policy Jury	15.810	0.01581	\$517,933	\$507,470	\$497,007	\$502,238	\$502,238	\$491,775	\$470,848	\$460,385	\$444,690	\$423,763	\$4,818,347
Ambulance	7.000	0.00700	\$229,319	\$224,686	\$220,053	\$222,370	\$222,370	\$217,737	\$208,472	\$203,839	\$196,890	\$187,625	\$2,133,361
Assessor	2.550	0.00255	\$83,538	\$81,850	\$80,162	\$81,006	\$81,006	\$79,319	\$75,943	\$74,256	\$71,724	\$68,349	\$777,153
E911	1.040	0.00104	\$34,070	\$33,382	\$32,694	\$33,038	\$33,038	\$32,350	\$30,973	\$30,285	\$29,252	\$27,876	\$316,956
Fire District	12.160	0.01216	\$398,360	\$390,312	\$382,264	\$386,288	\$386,288	\$378,241	\$362,145	\$354,097	\$342,026	\$325,931	\$3,705,952
Water District	0.990	0.00099	\$32,432	\$31,777	\$31,122	\$31,449	\$31,449	\$30,794	\$29,484	\$28,829	\$27,846	\$26,535	\$301,718
TOTAL	109.410	0.10941	\$3,584,254	\$3,511,845	\$3,439,436	\$3,475,641	\$3,475,641	\$3,403,231	\$3,258,413	\$3,186,004	\$3,077,390	\$2,932,572	\$33,344,427

End of Abatement Period

1. Depreciation is based upon the current 2021 Table 2503.D provided by the Louisiana Tax Commission.
 2. Used actual millage rates for 2022 - confirmed by Parish Assessor

**ABATEMENT IMPACT SUMMARY FOR ALL AFFECTED TAXING BODIES
YEARS 11-30, ZERO TAX ABATEMENT**

										1st 10 Years Without PILOT (i.e. Fully Taxable)												2nd 10 Years Without PILOT (i.e. Fully Taxable)		
YEAR 11 TAX AMOUNT	YEAR 12 TAX AMOUNT	YEAR 13 TAX AMOUNT	YEAR 14 TAX AMOUNT	YEAR 15 TAX AMOUNT	YEAR 16 TAX AMOUNT	YEAR 17 TAX AMOUNT	YEAR 18 TAX AMOUNT	YEAR 19 TAX AMOUNT	YEAR 20 TAX AMOUNT	TOTAL COLLECTED AMOUNT (Y11 - Y20)	TOTAL COLLECTED AMOUNT (Y1 - Y20)	YEAR 21 TAX AMOUNT	YEAR 22 TAX AMOUNT	YEAR 23 TAX AMOUNT	YEAR 24 TAX AMOUNT	YEAR 25 TAX AMOUNT	YEAR 26 TAX AMOUNT	YEAR 27 TAX AMOUNT	YEAR 28 TAX AMOUNT	YEAR 29 TAX AMOUNT	YEAR 30 TAX AMOUNT	TOTAL COLLECTED AMOUNT (Y21 - Y30)	TOTAL COLLECTED AMOUNT (Y1 - Y30)	
\$698,877	\$681,405	\$628,989	\$611,517	\$585,309	\$567,837	\$550,365	\$524,157	\$471,742	\$419,326	\$5,739,524	\$9,762,433	\$393,118	\$375,646	\$349,438	\$288,287	\$297,023	\$297,023	\$297,023	\$297,023	\$297,023	\$297,023	\$297,023	\$3,188,625	\$12,951,058
\$2,999,875	\$2,924,878	\$2,699,888	\$2,624,891	\$2,512,395	\$2,437,398	\$2,362,402	\$2,249,906	\$2,024,916	\$1,799,925	\$24,636,474	\$41,904,504	\$1,687,430	\$1,612,433	\$1,499,938	\$1,237,448	\$1,274,947	\$1,274,947	\$1,274,947	\$1,274,947	\$1,274,947	\$1,274,947	\$1,274,947	\$13,686,930	\$55,591,434
\$837,064	\$816,137	\$753,357	\$732,431	\$701,041	\$680,114	\$659,188	\$627,798	\$565,018	\$502,238	\$6,874,385	\$11,692,732	\$470,848	\$449,922	\$418,532	\$345,289	\$355,752	\$355,752	\$355,752	\$355,752	\$355,752	\$355,752	\$355,752	\$3,819,103	\$15,511,835
\$370,616	\$361,351	\$333,555	\$324,289	\$310,391	\$301,126	\$291,860	\$277,962	\$250,166	\$222,370	\$3,043,687	\$5,177,048	\$208,472	\$199,206	\$185,308	\$152,879	\$157,512	\$157,512	\$157,512	\$157,512	\$157,512	\$157,512	\$157,512	\$1,690,937	\$6,867,985
\$135,010	\$131,635	\$121,509	\$118,134	\$113,071	\$109,696	\$106,321	\$101,258	\$91,132	\$81,006	\$1,108,772	\$1,885,925	\$75,943	\$72,568	\$67,505	\$55,692	\$57,379	\$57,379	\$57,379	\$57,379	\$57,379	\$57,379	\$57,379	\$615,984	\$2,501,909
\$55,063	\$53,686	\$49,557	\$48,180	\$46,115	\$44,739	\$43,362	\$41,297	\$37,168	\$33,038	\$452,205	\$769,161	\$30,973	\$29,596	\$27,532	\$22,713	\$23,402	\$23,402	\$23,402	\$23,402	\$23,402	\$23,402	\$23,402	\$251,225	\$1,020,386
\$643,814	\$627,718	\$579,432	\$563,337	\$539,194	\$523,099	\$507,003	\$482,860	\$434,574	\$386,288	\$5,287,319	\$8,993,272	\$362,145	\$346,050	\$321,907	\$265,573	\$273,621	\$273,621	\$273,621	\$273,621	\$273,621	\$273,621	\$273,621	\$2,937,400	\$11,930,671
\$52,416	\$51,105	\$47,174	\$45,864	\$43,898	\$42,588	\$41,277	\$39,312	\$35,381	\$31,449	\$430,464	\$732,182	\$29,484	\$28,173	\$31,449	\$26,208	\$21,621	\$22,277	\$22,277	\$22,277	\$22,277	\$22,277	\$22,277	\$239,147	\$971,329
\$5,792,734	\$5,647,916	\$5,213,461	\$5,068,643	\$4,851,415	\$4,706,597	\$4,561,778	\$4,344,551	\$3,910,096	\$3,475,641	\$47,572,831	\$80,917,258	\$3,258,413	\$3,113,595	\$2,896,367	\$2,389,503	\$2,461,912	\$2,461,912	\$2,461,912	\$2,461,912	\$2,461,912	\$2,461,912	\$2,461,912	\$26,429,350	\$107,346,608

NOTES:



January 29, 2024

North Louisiana Finance Authority
Attn: H. Calvin Austin, III. - Chairman
P.O. Box 63
Shreveport, Louisiana 71161

Re: Letter of Support/No Objection

Dear Mr. Austin:

We understand that the North Louisiana Finance Authority is prepared to offer D.E. Shaw Renewable Investments an opportunity to participate in a Payment in Lieu of Taxes (PILOT) arrangement. We further understand that the terms of this PILOT will equal a fifty percent abatement of assessed property taxes during the ten-year life of this agreement. This incentive is intended to spur economic development and growth in the Desoto Parish community and will yield an estimated \$114,405,958 in additional tax revenue for Desoto Parish over the life of this project. The purpose of this letter is to offer the Desoto Parish School Board's support of this agreement.

The Desoto Parish School Board has no objection to D.E. Shaw Renewable Investments' PILOT Agreement with the North Louisiana Finance Authority, and we are hopeful their company will find much success as they invest over \$441,210,000 in our parish. Please feel free to contact my office should you need further information on this matter.

For Students' Sake,

A handwritten signature in blue ink that reads "Clay J. Corley".

Clay J. Corley, Superintendent
DeSoto Parish Schools



(318) 872-2836
(318) 872-1198



questions@desotopsb.com
www.desotopsb.com

Page 19



399 Jenkins Street
Mansfield, Louisiana 71052

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "Agreement"), is made and effective 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, Louisiana 71052, (hereinafter referred to as the "Police Jury") represented herein by its President, Rodriguez Ross; and

DESOTO HABILITATION SERVICES, INC. (TIN: XX-XXX5660), a private, non-profit 501c(3) organized under the laws of the State of Louisiana and recognized by the Internal Revenue Service, whose mailing address is 1528 Old Jefferson Hwy; Mansfield, Louisiana, 71052 (hereinafter referred to as "*Contracting Party*") represented herein by Victoria Jackson, its duly authorized Executive Director.

WITNESSETH

WHEREAS, the DeSoto Parish Police Jury may enter into agreements with other entities to provide services authorized under the provisions of La. R.S. 33:1236; and

WHEREAS, the *Contracting Party* has established a day-facility center providing a variety of services and activities to assist the mentally, physically and developmentally disabled population of DeSoto Parish; and

WHEREAS, the Police Jury and the *Contracting Party* desire to enter into a Cooperative Endeavor Agreement to provide job and life skills, social programs, and events for clients, to develop well-rounded curriculum for the disabled population in DeSoto Parish; 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 *Contracting Party* 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 *Contracting Party* to work cooperatively. 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 to provide services to the poor and necessitous.

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 the *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 allow for the provision of a variety of services and activities intended to improve the lives of members of the mentally, physically, and developmentally disabled population in DeSoto Parish; and
- (b) In the case of the *Contracting Party*, providing a variety of services and activities, including, but not limited to educational enrichment programs; social programs; and events for the development of the disabled individuals in DeSoto Parish.

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; and
- 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 Thirty-Three Thousand Three Hundred (\$33,300) to *Contracting Party* to improve the educational facility by providing hub-stations, instructional materials, etc. to continue to provide for its various services and activities, including developing life skills curriculum to mentally challenged citizens of DeSoto Parish to improve their quality of life.

ARTICLE IV
CONTRACTING PARTY OBLIGATIONS

SECTION 4.01

- a) The *Contracting Party* will use funds provided by the Police Jury to install hub stations, purchase instructional materials, etc. at the educational facility.
- 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 way 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 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 at the following addresses:

POLICE JURY

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

CONTRACTING PARTY

DeSoto Habilitation Services, Inc.
c/o Victoria Jackson
1528 Old Jefferson Highway
Mansfield, Louisiana 71052

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be delivered by United States Certified Mail, Return Receipt requested; private or commercial carrier; express mail, such as Federal Express; facsimile or electronic transmission confirmed by mailed written confirmation; or personally 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 to the other party at such other address or number 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 construed 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. 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. The *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. The *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 *Contracting 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:

PARISH OF DESOTO

Rodriguez Ross, President

WITNESSES:

DESOTO HABILITATION SERVICES, INC.

Victoria Jackson, Executive Director

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR, (the "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

THE KREWE OF AQUARIUS, (TIN:XX-XXX9358), a private, non-profit corporation organized in accordance with Louisiana Revised Statutes, its permanent mailing address being 1101 Main Street, Logansport, Louisiana 71049, represented herein by its duly authorized President, Teresa Stephens (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 sponsored the 2024 Krewe of Aquarius Parade; and

WHEREAS, the *Police Jury* desires to cooperate with the *Contracting Party* to sponsor events that promote tourism in Logansport and DeSoto Parish and enhance the quality of life for Desoto Parish residents; and

WHEREAS, at a Regular Meeting on December 18, 2023 the Police Jury authorized the funding in the 2024 Budget for the *Contracting Party*; 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 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 Logansport and DeSoto Parish and enhance the quality of life of Desoto Parish residents.
- (b) In the case of the *Contracting Party*, providing a community event that attracts residents and visitors to Logansport and DeSoto Parish and promotes tourism and enhances the quality of life of Desoto Parish residents.

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; and
- 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 Three Thousand Five Dollars (\$3,500.00) to the *Contracting Party* to pay the costs associated with the annual Krewe of Aquarius Parade.

ARTICLE IV
CONTRACTING PARTY OBLIGATIONS

SECTION 4.01 *Contracting Party Obligations*

- a) The *Contracting Party* will use funds provided by the *Police Jury* to pay for necessary equipment, purchase of new float and continuous renovations of existing Krew floats, such as lighting, metal, electrical supplies, tools and sound equipment.
- b) The *Contracting Party* shall provide the *Police Jury* with a written report, invoices and other documentation requested by the *Police Jury* delineating the way 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 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

Krewe of Aquarius
c/o Teresa Stephens, President
1101 Main Street
Logansport, LA 71049

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 5.12 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:

KREWE OF AQUARIUS

BY: _____
Name: Teresa Stephens
Title: President

DPPJ Current Sales Tax Levy 2023

	Tax	Penalty	Interest	Total (1%Tax)	Sales
Jan-23	\$ 1,940,536.29	\$ 2,231.56	\$ 7,335.07	\$ 1,950,102.92	\$ 195,010,292.00
Feb-23	\$ 1,416,352.38	\$ 4,632.59	\$ 1,691.46	\$ 1,422,676.43	\$ 142,267,643.00
Mar-23	\$ 1,477,688.81	\$ 3,897.13	\$ 969.33	\$ 1,482,555.27	\$ 148,255,527.00
Apr-23	\$ 1,745,055.39	\$ 2,081.26	\$ 693.64	\$ 1,747,830.29	\$ 174,783,029.00
May-23	\$ 1,303,852.29	\$ 2,154.75	\$ 351.58	\$ 1,306,358.62	\$ 130,635,862.00
Jun-23	\$ 1,336,879.28	\$ 3,928.57	\$ 3,822.42	\$ 1,344,630.27	\$ 134,463,027.00
Jul-23	\$ 1,372,242.57	\$ 2,463.57	\$ 6,207.12	\$ 1,380,913.26	\$ 138,091,326.00
Aug-23	\$ 1,408,922.34	\$ 5,036.23	\$ 3,168.53	\$ 1,417,127.10	\$ 141,712,710.00
Sep-23	\$ 1,316,852.11	\$ 15,756.43	\$ 7,018.58	\$ 1,339,627.12	\$ 133,962,712.00
Oct-23	\$ 1,292,485.23	\$ 1,131.27	\$ 2,690.30	\$ 1,296,306.80	\$ 129,630,680.00
Nov-23	\$ 1,233,869.54	\$ 2,254.57	\$ 3,576.93	\$ 1,239,701.04	\$ 123,970,104.00
Dec-23	\$ 1,207,777.54	\$ 1,812.00	\$ 2,299.79	\$ 1,211,889.33	\$ 121,188,933.00
	\$ 17,052,513.77	\$ 47,379.93	\$ 39,824.75	\$ 17,139,718.45	

2023 - 1% Current Sales Tax Split

Library	25%	\$ 4,284,929.61
Roads	50%	\$ 8,569,859.23
Jail	10%	\$ 1,713,971.85
Solid Waste	15%	\$ 2,570,957.77

\$ 17,139,718.45

Projected Proposal for 10% of 1% Sales Tax Levy

Library	15%	\$ 2,570,957.77
Roads	50%	\$ 8,569,859.23
Jail	10%	\$ 1,713,971.85
Solid Waste	15%	\$ 2,570,957.77
General Fund/Debt Ret	10%	\$ 1,713,971.85

\$ 17,139,718.45

Projected Proposal for 15% of 1% Sales Tax Levy

Library	10%	\$ 1,713,971.85
Roads	50%	\$ 8,569,859.23
Jail	10%	\$ 1,713,971.85
Solid Waste	15%	\$ 2,570,957.77
General Fund/Debt Ret	15%	\$ 2,570,957.77

\$ 17,139,718.45

RESOLUTION

WHEREAS, the DeSoto Parish Police Jury has adopted an annual budget for the fiscal year, which includes provisions for various projects; and

WHEREAS, certain projects included in the budget have been identified and require authorization for initiation and continuation; and

WHEREAS, it is in the best interest of the organization to proceed with these projects; and

WHEREAS, the funding required for the authorized projects shall be sourced from the budget allocation previously approved for each respective project; and

WHEREAS, The project managers shall provide regular progress report the DeSoto Parish Police Jury to ensure transparency and oversight.

NOW, THEREFORE, BE IT RESOLVED that the DeSoto Parish Police Jury is hereby authorized to take any further action necessary to implement the authorized projects in accordance with the budget.

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

WHEREUPON the Resolution was declared duly adopted on this the 20th day of February 2024.

AYES: __ NAYS: __ ABSENT: __ Abstain: __

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 20th day of February, 2024 a quorum being present.

Jodi Zeigler, Parish Secretary

**INTERGOVERNMENTAL AGREEMENT
BETWEEN DESOTO PARISH AND RED RIVER PARISH
CONCERNING THE REPLACEMENT OF THE WESTDALE
PLANTATION BRIDGE**

BE IT KNOWN, that on the dates hereinafter set forth, and in the presence of the undersigned competent witnesses, respectfully came and appeared:

DESOTO PARISH, a political subdivision of the State of Louisiana represented herein by Rodriguez Ross, President of the DeSoto Parish Police Jury, duly authorized (hereinafter referred to as “DeSoto”);

and

RED RIVER PARISH, a political subdivision of the State of Louisiana, represented herein by Tray Murray, President of the Red River Parish Police Jury, duly authorized (hereinafter referred to as “Red River”);

each of whom declared:

WHEREAS, the Westdale Plantation Bridge (the “Bridge”) is a timber bridge traversing Bayou Pierre located in both DeSoto and Red River and is used by residents of both parishes; and

WHEREAS, due to the condition of the Bridge, it is closed to traffic and must be replaced, and the interests of DeSoto and Red River are mutual such that both are concerned with the replacement of the Bridge; and

WHEREAS, Red River entered into an Intergovernmental Agreement with the State of Louisiana, Department of Transportation and Development (“DOTD”) on December 19, 2017, whereby DOTD agreed to allocate funds from the Highway Trust Fund to finance and implement the replacement of the Bridge, State Project H.011087 (“the Project”) subject to the terms and obligations therein (the “DOTD Agreement”); and

WHEREAS, DeSoto has agreed to administer the Project on behalf of Red River; and

WHEREAS, Red River and DeSoto desire to enter into this Intergovernmental Agreement (“Agreement”) for the administration of the Project; and

WHEREAS, there is a public purpose for this Agreement of substantial benefit to DeSoto and Red River, and the citizens of DeSoto and Red River; and

WHEREAS, DeSoto and Red River have reasonable expectations of receiving benefit or value from this Agreement that is equivalent to or greater than the consideration described in this Agreement; and

WHEREAS, Article VII, Section 14(C) of the 1974 Constitution of the State of Louisiana and LSA-R.S. 33:1324, *et seq.* provide that, for a public purpose, public entities, parishes,

municipalities and political subdivisions may engage in and make cooperative endeavor agreements/intergovernmental agreements between themselves for specific purposes.

NOW THEREFORE, in consideration of the covenants set forth herein, DeSoto and Red River do hereby agree, and contract as follows:

1. WORK. The work on the Project, or a portion thereof, will be performed by DOTD and DOTD's contractor in accordance with the DOTD Agreement.

2. PERFORMANCE. Red River hereby authorizes DeSoto to perform all acts and works in Red River's jurisdiction necessary for the Project.

3. SERVITUDES. Red River hereby grants DeSoto permission to use all servitudes and rights Red River has or may hereafter acquire to the extent necessary for the Project. Red River further authorizes DeSoto to acquire servitudes and rights on behalf of Red River which are necessary for the Project, including, but not limited to, instituting expropriation proceedings.

4. RECORDS. DeSoto shall maintain all necessary books, documents, papers, accounting records and other evidence pertaining to the Project and shall keep all materials available for inspection at all reasonable times. All such books and records shall be maintained by DeSoto and will be open for inspection by Red River and copies thereof shall be furnished to Red River upon request at Red River's cost. DeSoto shall be the custodian of such books and records as contemplated by La. R.S 44:31, *et seq.*

5. TERM. The effective date of this Agreement shall be the date on which the last party has affixed its signature hereto. This Agreement shall remain in full force and effect until (a) the Project has been completed, or (c) until the DOTD Agreement terminates, whichever occurs first.

6. RIGHTS AND DUTIES AFTER COMPLETION. This Agreement does not modify the parties' rights or duties provided by law with respect to the Bridge after completion of the Project work. Further, this Agreement does not modify Red River's and DOTD's rights and obligations under the DOTD Agreement. By virtue of administering the Project, DeSoto does not assume any of Red River's obligations under the DOTD Agreement.

7. PUBLIC PURPOSES. According to this Agreement, DeSoto and Red River agree to obligate themselves to act under the terms and conditions contained herein solely for the public purposes set forth herein and in accordance with Article, VII, Section 14(C) of the Louisiana Constitution of 1974 and/or La. R.S. 33:1234, *et seq.*, and the parties agree that this Agreement may be terminated immediately if it is determined that any of the activities undertaken herein are being used for any other purpose other than those specifically set forth herein.

8. INDEMNIFICATION. Red River agrees to indemnify, defend, and hold harmless DeSoto, its elected and appointed officials, employees, volunteers, contractors, representatives, and agents (hereinafter collectively referred to as "Indemnitees") from and against any and all suits, actions, claims, demands, liabilities, losses, damages, expenses, costs, and attorney's fees, whether based in contract, tort, strict liability, equity, or any other concept or theory of liability, asserted or imposed against, or incurred by, the Indemnitees, in any way directly or indirectly

related to or resulting from DeSoto's use under this Agreement of any servitude granted to Red River or the negligence, gross negligence, or intentional act or omission of Red River, its employees, contractors, or agents. This obligation shall survive the termination of this Agreement.

9. NOTICES. All notices called for or contemplated hereunder shall be in writing and shall be given by personal delivery or by certified mail, return receipt requested, postage prepaid and addressed as set forth below:

DeSoto Parish Police Jury
Attn: Michael Norton, Parish Administrator
101 Franklin Street
Mansfield, LA 71052

and

Red River Parish Police Jury
Attn: Tray Murray, President
P.O. Drawer 709
Coushatta, LA 71019

10. CANCELLATION. This Agreement may be terminated by mutual agreement and consent of the parties hereto.

11. COMPLIANCE WITH LAWS. The parties shall comply with all applicable federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Government Ethics (La. R.S. 42:1101, *et seq.*), in carrying out the provisions of this Agreement.

12. MISCELLANEOUS.

A. Severability. The parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction find any provision to be unenforceable as written, the parties intend and desire that the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If, however, the court should find such provision to be illegal, invalid or unenforceable and not subject to reformation, the court shall sever such provision. In such event, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision was never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.

B. Survivability. The provisions of this Agreement that by their nature and content are intended to survive its expiration or early termination shall so survive the expiration or early termination of this Agreement.

C. Assignment. This Agreement is personal to each of the parties hereto, and neither party may assign, transfer or delegate any rights or obligations hereunder without the prior written consent of the other party. Such consent shall be at the sole discretion of the other party.

D. Nonwaiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any

default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect, nor constitute a waiver of, any party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior, contemporaneous or subsequent default or breach.

E. Joint Drafting. This Agreement shall be deemed for all purposes prepared through the joint efforts of the parties and shall not be construed against one party or the other as a result of the preparation, drafting, submittal or other event of negotiation, drafting or execution of this Agreement.

F. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes and terminates any prior oral or written agreement with respect to the subject matter hereof. No changes or modifications of this Agreement shall be effective unless reduced to writing and signed by the parties.

G. Rules of Construction. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Whenever herein the singular number is used, the same shall include the plural, where appropriate, and neutral words and words of any gender shall include the neutral and other gender, where appropriate. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties.

H. Attorney Fees and Expenses. Should either party institute a legal proceeding to enforce the terms or conditions of this Agreement, the prevailing party shall be entitled to recover all of its reasonable attorney's fees, costs, and other expenses reasonably and necessarily incurred.

I. Governing Law. This Agreement shall be interpreted and construed, and the legal relations created herein shall be determined, in accordance with the laws of the State of Louisiana, without regard to its conflict of law provisions.

J. Venue. The parties hereby agree that jurisdiction and venue shall be mandatory in the Parish of DeSoto, State of Louisiana.

K. Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same agreement.

L. No Third Party Beneficiary. Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the ____ day of _____, 2024, in multiple originals, in the presence of the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

DESOTO PARISH

Signature

By: _____
Rodriguez Ross, President of the DeSoto
Parish Police Jury

Print name

Signature

Print name

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the ____ day of _____, 2024, in multiple originals, in the presence of the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

RED RIVER PARISH

Signature

By: _____
Tray Murray, President of the Red River
Parish Police Jury

Print name

Signature

Print name

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 herein by its President, Rodriguez Ross; and

DESOTO ATHLETICS, INC., (TIN: XX-XXX3146) a public charity under IRC Section 509 (a) (2) whose mailing address is P.O. Box 157, Logansport, LA 71049; represented by Justin Files, its duly authorized president, (hereinafter referred to as "*Contracting Party*").

WITNESSETH

WHEREAS, the DeSoto Parish Police Jury may enter into agreements with other entities to provide services authorized under the provisions of La. R.S. 33:1236; and

WHEREAS, the *Contracting Party* has established a non-profit corporation providing recreation to DeSoto Parish youth by sponsoring a supervised baseball and softball program associated with Dixie Youth Baseball/Softball and/or Little League Baseball/Softball; and

WHEREAS, the Police Jury and the *Contracting Party* desire to enter into a Cooperative Endeavor Agreement to provide adequate programs and facilities for recreational programs to DeSoto Parish youth; and

WHEREAS, the Police Jury owns and maintains the DeSoto Parish Sports Complex that is utilized by the *Contracting Party* to sponsor the baseball/softball program primarily for DeSoto Parish youth; and

WHEREAS, at a Regular Meeting on February 20, 2024, the Police Jury appropriated funds to make various improvements and repairs to the DeSoto Parish Sports Complex; and

WHEREAS, the *Contracting Party* desires to assist the Police Jury in carrying out the repairs and improvements to the DeSoto Sports Complex; 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 *Contracting Party* 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 *Contracting Party* to work cooperatively. 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 to provide recreational programs to DeSoto Parish residents.

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 *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 for repairs/furnishings/improvements to the DeSoto Parish Sports Complex; and
- (b) In the case of the *Contracting Party*, to make repairs/furnishings/improvements to the pavilion and batting cages at the DeSoto Parish Sports Complex.

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; and
- 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 One Hundred and Thirty-Five Thousand Dollars (\$135,000) to *Contracting Party* for repairs/furnishings/improvements to the DeSoto Parish Sports Complex pavilion and batting cages.

ARTICLE IV
CONTRACTING PARTY OBLIGATIONS

SECTION 4.01

- a) The *Contracting Party* will use funds provided by the Police Jury to repair/furnish/improve the pavilion and batting cages at the DeSoto Parish Sports Complex.
- 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 no later than December 31, 2021, or returned unused funds to the Police Jury; 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.
- d) The *Contracting Party* shall complete the work described in 4.01(a) and 4.01(b) in FY 2021, unless extended by the Police Jury.
- e) The Police Jury shall own, the *Contracting Party* shall operate, and both parties shall jointly maintain the pavilion and batting cages, with the furnishings.

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 at the following addresses:

POLICE JURY

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

CONTRACTING PARTY

DeSoto Athletics Inc.
c/o Justin Files
P.O. Box 157
Logansport, Louisiana 71049

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be delivered by United States Certified Mail, Return Receipt requested; private or commercial carrier; express mail, such as Federal Express; facsimile or electronic transmission confirmed by mailed written confirmation; or personally 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 to the other party at such other address or number 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 construed 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 5.12 Reimbursement of Funds. The *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. The *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 5.13 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:

PARISH OF DESOTO

BY: _____

Name: Rodriguez Ross

Title: President

WITNESSES:

DESOTO ATHLETICS INC.

BY: _____

Name: Justin Files

Title: President

New Backstops for 5 fields

Payee	Amount	Description
William Dickson Construction	\$80,000.00	construction of new backstops with new netting

Light Installation and Electrical

Payee	Amount	Description
William Dickson Construction	\$15,000.00	installing lights in batting cages and under pavilion, fans under pavilion and installing electrical outlets at all 7 fields

Cooking Shed

Payee	Amount	Description
	\$40,000.00	20x20 screened in BBQ shed with lighting

Total	135,000.00	
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COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "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, Louisiana 71052, (hereinafter referred to as the "*Police Jury*") represented herein by its President, Rodriguez Ross; and

MANSFIELD CIVICGROUP, LLC, a private, non-profit corporation organized under the laws of the State of Louisiana, whose mailing address is P.O. Box 187, Mansfield, LA 71052, represented herein by Mary Linda Green, its duly authorized President, (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 *Police Jury* and the *Contracting Party* desire to enter into a Cooperative Endeavor Agreement to sponsor various events that promote tourism in Mansfield and DeSoto Parish and other programs and services for the poor and necessitous in 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; and

NOW, THEREFORE, the *Police Jury* and the *Contracting Party* 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 *Contracting Party* to work cooperatively. 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 to sponsor various events that promote tourism and other programs and services to the poor and necessitous.

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 *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 *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 various events that promote tourism and other programs and services to the poor and necessitous.

- (b) In the case of the *Contracting Party*, providing a variety of community-oriented programs that promotes tourism and provides for the poor and necessitous individuals in DeSoto Parish.

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 dollars (\$10,000) to the *Contracting Party* to pay costs associated with the sponsorship of the 2024 Juneteenth Celebration.

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 2024 Juneteenth Celebration that promotes tourism and programs and services for the poor and necessitous.
- 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 at the following addresses:

POLICE JURY

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

CONTRACTING PARTY

Mansfield Civic Group
c/o Mary Linda Green, President
P. O. Box 187
Mansfield, LA 71052

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be delivered by United States Certified Mail, Return Receipt requested; private or commercial carrier; express mail, such as Federal Express; facsimile or electronic transmission confirmed by mailed written confirmation; or personally 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 to the other party at such other address or number 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 construed 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. 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. The *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. The *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:

MANSFIELD CIVIC GROUP, LLC

BY: _____

Name: Mary Linda Green

Title: President