

Appendix D: Supporting Documentation

Duty Ferry Rd. Relocation Project
Design Plan

Clear and debrush 40 ft wide by 3200 feet long right of way

Aggratte Base

Place, compact and shape Approximittly 3500 cubic yards of Aggratte Base

Starting at West Starting point intersecting with existing roadway

Reference Points are 100 feet apart, Starting at Western intersection of existing roadway

New roadway angles 63 degrees east from point 1 to point 9, from point 9 then 120 degrees to point 14, then 160 degrees easterly from point 14 to point 26, then 165 southerly to point 31

Point 1 starting at north edge of existing roadway, on west side of project

Point 31 ending at north edge of existing roadway on east side of project

West Starting Point #1 Base- 20 feet wide
thru Point 8 Crown- 18 feet wide 1 foot high

Point 8 thru point 8 + 50 ft Base- 25 feet wide
 Crown- 18 feet wide 1.5 feet high

Point 8 + 50 ft thru Base - 25 feet high
thru point 10 + 50 feet Crown- 18 feet wide 2 feet high

Point 10 + 50 ft thru point 14 Base- 25 feet high
 Crown- 18 feet wide 2.5 feet high

Point 14 thru point 26+ 35 feet Base- 25 feet wide
 Crown- 18 feet wide 3 feet high

Point 26+35 feet thru point 27 Base- 25 feet high
 Crown- 18 feet wide 2.5 feet high

Pont 27 thru point 32 Base- 20 feet wide
 Crown- 18 feet wide 1 foot high

Aggratte Surface Material App. 1070 cubic yards

Aggratte Surface place, compact and shape 6 inches of aggratte Surface material

Starting at intersection of western point of existing roadway to the eastern point intersecting with existing roadway

**COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN
LOUISIANA DEPARTMENT OF WILDLIFE AND FISHERIES
AND
CATAHOULA PARISH POLICE JURY**

This **COOPERATIVE ENDEAVOR AGREEMENT** ("Agreement") is made and entered into this 17th day of September, 2015, by and between the Louisiana Department of Wildlife and Fisheries ("LDWF"), represented herein by its Secretary, and the Catahoula Parish Police Jury ("CPPJ"), represented herein by its President, for the public purposes hereinafter declared.

WHEREAS, Article VII, Section 14(c) of the Louisiana Constitution provides that "For a public purpose, 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";

WHEREAS, LDWF is a constitutionally established Department within the executive branch of government of the State of Louisiana and pursuant to La. R.S. 36:602 is empowered and has the authority to control and supervise all wildlife of the State, including fish and all other aquatic life, and shall execute the laws enacted for the control and supervision of programs relating to the management, protection, conservation and replenishment of wildlife, fish and aquatic life in the State, and the regulation of the shipping of wildlife, fish, furs and skins; is responsible for the conservation and management of all renewable resources on all wildlife management areas, wildlife refuges, scenic rivers and wildlife preserves that it may own or lease; and in concert with Title 56 of the Louisiana Revised Statutes, has the authority to protect, conserve, replenish, manage and study the life, habits, and productivity of the wildlife resources of this State, and shall in every way possible assist in developing the natural resources of the State under its jurisdiction to the fullest extent possible; and the authority to establish, maintain and manage any State wildlife management area, wildlife refuge, public hunting ground, or outdoor recreation area as it deems proper for wildlife management purposes;

WHEREAS, CPPJ, a political subdivision of the State of Louisiana whose mailing address is P. O. Box 258, Harrisonburg, LA 71340, and represented herein by Libby Ford, its Parish President, who is duly authorized to enter into this Agreement on behalf of the CPPJ;

WHEREAS, the LDWF owns and operates Boeuf Wildlife Management Area ("Boeuf WMA") in Catahoula Parish;

WHEREAS, the CPPJ owns, operates, and maintains a certain public road referred to as Duty Ferry Road; a portion of which is located on Boeuf WMA, Parish of Catahoula, State of Louisiana;

WHEREAS, Duty Ferry Road also serves a dual purpose as the public's primary access to the southern portion of Boeuf WMA, as well as access for LDWF staff to manage the resources on the Boeuf WMA;

WHEREAS, LDWF and CPPJ desire to foster a partnering strategy and a cooperative relationship and thereby do enter into a mutually-beneficial Agreement for the purpose of repairing, restoring, and maintaining the Duty Ferry Road which is further described hereinbelow, that is being washed out by the flooding of the Ouachita River, and which provides dual public purposes and benefits to both LDWF and CPPJ, as well as the State of Louisiana;

WHEREAS, LDWF recognizes CPPJ is in a better position and qualified to repair and maintain the Duty Ferry Road because of its expertise, capability, and the cost effectiveness of doing so through availing themselves of federal funding for such road repairs;

WHEREAS, LDWF is in a better position to provide the twenty-five percent (25 %) non-federal match required for the funding which represents equal value for the CPPJ labor and facilitation of said road repair and maintenance;

WHEREAS, CPPJ has provided information sufficient to support its premise that the total projected cost to repair the said portion of Duty Ferry Road is: \$ 55,000; and in exchange, LDWF expects to receive a public benefit at least equal to the cost of the services and repairs;

WHEREAS, this Agreement will be mutually beneficial to the parties in the furtherance of their respective statutory purposes, duties, and authorities, and each party expects to receive a public benefit at least equal to the costs of the responsibilities undertaken pursuant hereto;

WHEREAS, the public purpose is for the conservation, protection, preservation, management, and replenishment of the State's natural resources and management of LDWF's fish and wildlife programs, including Boeuf WMA; and

WHEREAS, CPPJ will be solely liable for all claims arising out of or resulting from this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants and benefits herein stated, the purposes, duties and authority granted by the constitution and laws of the State of Louisiana, the parties hereto do enter into this Agreement for the said public purpose stated hereinabove agree as follows:

ARTICLE 1 **SCOPE OF SERVICE**

CPPJ will provide all labor and services associated with the repair of Duty Ferry Road situated within the Boeuf WMA, Parish of Catahoula, and within the jurisdiction of the CPPJ, including removal of all debris materials upon conclusion of the repair work; and LDWF will provide the fill dirt necessary (approximately 6,000 cubic yards) to complete the road repair work, valued at approximately FORTY-EIGHT THOUSAND DOLLARS (\$48,000), to serve as the non-federal match TWENTY-FIVE PERCENT (25 %), required for the said Federal Emergency Management Agency ("FEMA") grant.

ARTICLE 2
PROPERTY DESCRIPTION

The subject property of this Agreement, previously referred to and described as the "Duty Ferry Road," is more fully depicted in the attached map, incorporated herein and attached hereto as Exhibit "A".

ARTICLE 3
TERM OF AGREEMENT

This Agreement shall begin on October 1, 2015 and shall terminate on October 1, 2016.

ARTICLE 4
TERMINATION FOR CAUSE

LDWF may terminate this Agreement for cause based upon the failure of CPPJ to comply with the terms and/or conditions of the Agreement; provided that LDWF shall give CPPJ written notice specifying CPPJ's failure. If within thirty (30) days after receipt of such notice, CPPJ shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then LDWF may, at its option, place CPPJ in default and the Agreement shall terminate on the date specified in such notice. CPPJ may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of LDWF to comply with the terms and conditions of this Agreement; provided that CPPJ shall give LDWF written notice specifying LDWF's failure and a reasonable opportunity for LDWF to cure the defect.

ARTICLE 5
TERMINATION FOR CONVENIENCE

LDWF may terminate the Agreement at any time by giving thirty (30) days' written notice to CPPJ. CPPJ shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

ARTICLE 6
REMEDIES FOR DEFAULT

Any claim or controversy arising out of this Agreement shall be resolved by the provisions of LSA - R.S. 39:1524 - 1526.

ARTICLE 7
OWNERSHIP

All records, reports, documents and other material delivered or transmitted to CPPJ by LDWF shall remain the property of LDWF, and shall be returned by CPPJ to LDWF, at CPPJ's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by CPPJ in connection with

the performance of the services contracted for herein shall become the property of LDWF, and shall, upon request, be returned by CPPJ to LDWF, at CPPJ's expense, at termination or expiration of this Agreement.

ARTICLE 8
EXCLUSIVE USE AND CONFIDENTIALITY

a. All data, records, reports, documents and other material delivered or transmitted to CPPJ or any agent or employee of CPPJ by LDWF shall remain the property of LDWF, and shall be returned by CPPJ to LDWF, at CPPJ's expense, upon request or at termination or expiration of this Agreement. All data, records, reports, documents, or other material related to this Agreement and/or obtained or prepared by CPPJ or any agent or employee of CPPJ in connection with the performance of the services contracted for herein shall become the exclusive property of LDWF, and shall be transferred by CPPJ to LDWF, at CPPJ's expense, upon request or at termination or expiration of this Agreement. Any intellectual property and/or other materials produced by or for CPPJ or any agent or employee of CPPJ pursuant to this Agreement including but not limited to all records, reports, documents, results, data, methods, determinations, or opinions shall belong to LDWF, or be assigned to LDWF, as applicable.

b. At any time during the Agreement period, LDWF shall have the right to require CPPJ to furnish copies of any and all data, records, reports, documents, notes, files and other material collected or prepared by CPPJ or any agent or employee of CPPJ in connection with the Agreement within five (5) days of receipt of written notice issued by LDWF.

c. Any disclosure, reproduction, retransmission, or dissemination of any data, record, report, document, material, or intellectual property belonging to LDWF as provided in the above paragraph is strictly prohibited under this Agreement without prior written consent of LDWF. Further, CPPJ agrees that during the term of this Agreement and in perpetuity following the termination of this Agreement for any reason, CPPJ shall not directly or indirectly divulge or make use of any intellectual property belonging to LDWF without prior written consent of LDWF.

ARTICLE 9
NONASSIGNABILITY

CPPJ shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of LDWF. This provision shall not be construed to prohibit CPPJ from assigning their bank, trust company, or other financial institution any money due or to become due from approved Agreements without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to LDWF.

ARTICLE 10
AUDITORS

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of CPPJ which relate to this Agreement.

ARTICLE 11
FISCAL FUNDING

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

ARTICLE 12
PERSONAL INFORMATION BREACH NOTIFICATION

CPPJ agrees to bear the entire cost of notification in the event a breach of personal information (such information can include first name or first initial and last name in combination with any one or more of the following data elements, when the name or the data element is not encrypted or redacted: social security number, driver's license number, account number, credit or debit card number, in combination with any required security code, access code or password that would permit access to an individual's financial account) occurs as a result of, or for reasons relating to this Agreement when such breach is attributable, either in whole or part, to the action, negligence or failure to act on the part of the CPPJ.

ARTICLE 13
DISCRIMINATION

a. CPPJ agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and CPPJ agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

b. CPPJ agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

c. Any act of discrimination committed by CPPJ, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE 14
HOLD HARMLESS AND INDEMNITY

a. CPPJ agrees that it shall, at all times, defend, protect, save, hold harmless and indemnify the State of Louisiana and LDWF, their officers, agents, servants, representatives and

employees against and from: (1) any penalties, damages or charges, including attorney's fees, for any violation of law or ordinance whether occasioned by the negligence, fault or omission of CPPJ or CPPJ's officers, agents, servants, representatives and employees; (2) all claims, demands, expenses, damages, responsibility and liability arising out of harm, injury or death to any person, or damage, loss or destruction of property which may occur or in any way grow out of any act, fault, negligence or omission of CPPJ or CPPJ's officers, agents, servants, representatives or employees; and (3) all claims, demands, expenses, damages, responsibility and liability arising out of harm, injury or death to any person, or damage, loss or destruction of property which may occur or in any way grow out of any failure of CPPJ or CPPJ's officers, agents, servants, representatives and employees to comply with and perform the requirements and provisions of this Agreement.

b. CPPJ agrees to investigate, handle, respond to, provide defense for and defend against any and all such claims, demands or suits at its sole expense and agrees to bear all other costs and expenses related thereto.

ARTICLE 15 **AMENDMENT**

This Agreement represents the entirety of the Agreement between LDWF and CPPJ. LDWF and CPPJ agree that any change, modification or amendment to the terms and provisions of this Agreement must be in writing and signed by both parties.

ARTICLE 16 **VALIDITY**

a. This Agreement is not valid (effective) and no legal obligation exists until all required signatures and approvals are obtained. This may include the Louisiana Department of Civil Service and the Louisiana Division of Administration, Office of Contractual Review.

b. It is the responsibility of CPPJ to advise LDWF in advance if Agreement funds or Agreement terms may be insufficient to complete the Agreement objectives.

ARTICLE 17 **MONITORING**

The Monitor for this Agreement is Yolanda G. Martin, Deputy General Counsel, who shall serve as liaison between LDWF and CPPJ.

ARTICLE 18 **JURISDICTION AND APPLICABLE LAW**

This Agreement shall be deemed to be an Agreement under the laws of the State of Louisiana and for all purposes shall be interpreted in its entirety in accordance with the laws of the State of Louisiana. CPPJ hereby agrees and consents to the exclusive jurisdiction of the courts of the State of Louisiana over its person. LDWF and CPPJ hereby further agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this Agreement shall be

the 19th Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana. The validity, interpretation, performance and enforcement of the terms and provisions of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

ARTICLE 19
COORDINATION

CPPJ shall notify LDWF ten (10) days prior to the commencement of demolition and removal; and CPPJ shall in no way control or interfere with any aspect of the operation of the Boeuf WMA or with any LDWF personnel carrying out agency functions. Further, CPPJ agrees to take all actions necessary to protect and not harm persons, property, or natural resources while carrying out the activities pursuant to this Agreement.

ARTICLE 20
GENERAL

a. In the event any provision or part of this Agreement is held to be void or unenforceable under the laws of the State of Louisiana, all remaining provisions shall continue to be valid and binding upon LDWF and CPPJ, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

b. The failure of either party in any one or more instances to enforce one or more of the terms or conditions of this Agreement, or to exercise any right or privilege in this Agreement, or the waiver of any breach of the terms or conditions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

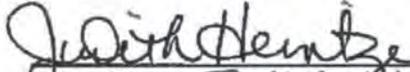
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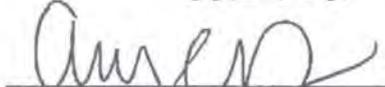
Signatures to follow on the next two (2) pages.

THUS DONE AND SIGNED at Baton Rouge, Louisiana on the day, month and year first written above.

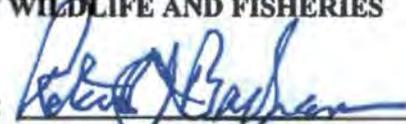
IN WITNESS WHEREOF, the parties have executed this Agreement as of this 17th day of September, 2015.

WITNESSES:


Printed Name: Judith Heinze


Printed Name: Amy BURRIS

LOUISIANA DEPARTMENT
OF WILDLIFE AND FISHERIES

By: 
Robert V. Barham, Secretary

THUS DONE AND SIGNED at HARRISONBURG, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 14th day of September, 2015.

WITNESSES:

Patti C. Mizell
Printed Name: PATTI C. MIZELL

Ellis M. Boothe, Jr.
Printed Name: ELLIS M. BOOTHE, JR.

CATAHOULA PARISH POLICE JURY

By: Libby Ford
Libby Ford, President

**ATTACHMENT "A"
TO FOLLOW ON NEXT PAGE**

**AMENDMENT FOR EXTENSION OF TIME TO
COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN
LOUISIANA DEPARTMENT OF WILDLIFE & FISHERIES
AND
CATAHOULA PARISH POLICE JURY**

**STATE OF LOUISIANA
PARISHES OF EAST BATON ROUGE**

BE IT KNOWN that this Agreement is made and entered into as of the 1st day of October, 2016, by and between:

THE CATAHOULA PARISH POLICE JURY, (“CPPJ”) a political subdivision of the State of Louisiana whose mailing address is P.O. Box 258, Harrisonburg, LA 71340, and represented herein by Libby Ford, its Parish President, who is duly authorized to enter into this Agreement on behalf of the CPPJ;

AND

THE LOUISIANA DEPARTMENT OF WILDLIFE AND FISHERIES (“LDWF”), a constitutionally established agency of the State of Louisiana, whose mailing address is Post Office Box 98000, Baton Rouge, Louisiana 70898; represented by Charles J. Melancon, Secretary.

who by these presents, hereby agree as follows:

1.

A Cooperative Endeavor Agreement (“CEA”) was executed on September 17, 2015, by and between LDWF, represented herein by its Secretary, and CPPJ represented herein by its President, effective October 1, 2015, to October 1, 2016, for the public purposes hereinafter declared.

2.

LDWF and CPPJ entered into a mutually-beneficial Agreement for the purpose of repairing and restoring the Duty Ferry Road, a portion of which is located on or near the Boeuf Wildlife Management Area and which provides dual public purposes and benefits to both LDWF and CPPJ, as well as the State of Louisiana. However, the existing Cooperative Endeavor Agreement between LDWF and CPPJ expires on October 1, 2016.

3.

The Parties do hereby desire to amend and extend the above referenced CEA for one (1) additional year, thereby amending the expiration date from **October 1, 2016**, to **October 1, 2017**.

4.

All other provisions of the original agreement and any amendments thereto remain as written.

5.

It is understood and agreed that this instrument may be signed in counterparts without affecting validity.

IN WITNESS WHEREOF, this instrument has been executed in original counterparts in the presence of the undersigned competent witnesses on the dates set forth above and after due reading of the whole.

WITNESSES:

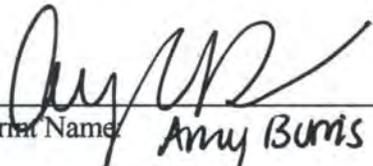
Patti C. Mizell
Print Name: PATTI C. MIZELL

Frankie E. Tolar
Print Name: FRANKIE E. TOLAR

CATAHOULA PARISH POLICE JURY

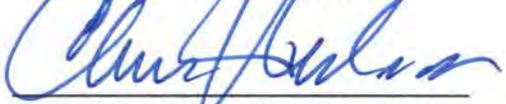
By: Libby Ford
By and through its authorized
Representative
**Libby Ford, President of the
Catahoula Parish Police Jury**

WITNESSES:


Print Name: Amy Burris


Print Name: DEBORAH H. MARRS

**LOUISIANA DEPARTMENT OF
WILDLIFE AND FISHERIES**



By and through its duly authorized
Representative

**Charles J. Melancon, Secretary of
the LA Department of Wildlife &
Fisheries**

FILED AND RECORDED
JANET T. PAYNE
CLERK OF COURT

2015 JUL 28 AM 9:13

COB BOOK 13 PAGE 130

~~BOOK PAGE~~
William A. Cloutier
CATAHOULA PARISH, LA

STATE OF LOUISIANA

PARISH OF CATAHOULA

SERVITUDE FOR ROADWAY

KNOW ALL MEN BY THESE PRESENTS: That,

The undersigned Michael Keith Cook (GRANTOR) with the address of 160 Patriot Lane, Columbia, LA 71418 hereby grants the Catahoula Parish Police Jury (GRANTEE), with the address of P. O. Box 258, Harrisonburg, LA 71340, represented herein by Libby Ford, President, servitude and right of way over and across the following described property in Catahoula Parish, Louisiana:

A 40 foot wide strip of land located in Township 11 North, Range 6 East, Section 21 & Section 22, commencing at GPS 31.9178N, -91.508W and ending at GPS 31.9149N, -91.8451W (approximately 2900 feet long), containing more or less 4.25 acres.

It is expressly understood that this servitude and right of way is made solely for the purpose of construction, use, and maintenance of a public road and is a conveyance only of servitude across the lands hereinabove described and not a conveyance of the full ownership thereto; and it is also expressly understood that this grant does not transfer any right to the lands or to the oil, gas and other minerals lying beneath the lands herein subjected to this servitude.

It is further expressly provided that in the event of the repair, use, and maintenance of the servitude and right of way herein granted to Grantee for a public road is at any time expressly discontinued by Grantee, such event or events shall constitute abandonment and the servitude and right of way herein granted shall terminate, the same to revert to Grantor, together with all improvements and appurtenances thereunto.

Grantee agrees to replace four (4) gates on Grantor's property adjacent to servitude area and replace fence on both sides of the road.

Grantor herein waives and abandons all claims for damages on account of the exercise of the privileges herein granted.

The parties hereto dispense with the Mortgage Certificate and exonerate the notary from any liability in the premises.

Grantor, the said Michael Keith Cook, declares that the property hereby donated by him to Grantee Catahoula Parish Police Jury has a value of \$12,750.00.

Grantor, the said Michael Keith Cook, also declares that said servitude is located on separate property as donated to him, recorded in Catahoula Parish, Louisiana, COB Book 239, Page 058

Grantee joins herein for the purpose of acceptance of the servitude and right of way herein granted and of the terms and provisions hereof.

TO HAVE AND TO HOLD said servitude and right of way unto the Grantee herein, and to its successors and assigns, subject to the terms hereof, for so long as said servitude and right of way shall be used as a public road and for no other purpose.

279810

IN WITNESS WHEREOF, thus done and signed this 24th day of July, 2015.

WITNESSES:

Frank E. Salar
Imma S. Hatten

GRANTORS:

Michael Keith Cook
Michael Keith Cook

STATE OF LOUISIANA
PARISH OF Catahoula

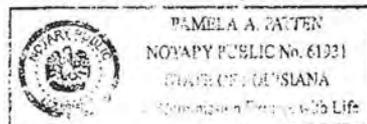
On this 24th day of July, 2015, before me personally appeared Michael Keith Cook, to me known to be the person described in and who executed the foregoing instrument, and acknowledge that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.

Pamela A. Patten
NOTARY PUBLIC, Catahoula Parish, LA

#161931
NOTARY ID/BAR NUMBER

NOTARY SEAL:



GRANTEE:
CATAHOULA PARISH POLICE JURY

WITNESSES:

Frank E. Salar
Patti C. Myzell

By Libby Ford
Libby Ford, President

STATE OF LOUISIANA
PARISH OF CATAHOULA

On this 27th day of July, 2015, before me personally appeared Libby Ford, to me known to be the person described in and who executed the foregoing instrument, and acknowledge that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.

Pamela A. Patten
NOTARY PUBLIC, Catahoula Parish, LA

#161931
NOTARY ID/BAR NUMBER

NOTARY SEAL: