

The Police Jury of the Parish of Grant, State of Louisiana, met in regular session at its meeting place, the Grant Parish Police Jury Meeting Room, 200 Main Street, Colfax, Louisiana, on Thursday, December 13, 2024 at 5:00 p.m.

The following members were present:

Mr. Mark Ball, Mr. Roy Edwards, Mr. Cephas Bowie Jr., Mr. Brandon DuBois, Mr. Arnold Murrell, Mr. Johnny Jamison, Mr. Winston Roberts, and Mr. Mike Merrell

The following members were absent:

None

Motion by Mr. Arnold Murrell, seconded by Mr. Johnny Jamison to accept the minutes of the last meeting as published in the Official Journal. Motion carried unanimously.

Motion by Mr. Johnny Jamison, seconded by Mr. Brandon DuBois to open the agenda to public comment. Motion carried unanimously.

-No comments or concerns were brought forward

Mr. Jeff Pogue, Operations Manager of Acadian Ambulance, gave the July call report for the parish.

161 calls for an ambulance / 144 emergency transports

7 Air Med launches / 0 transports

Motion by Mr. Winston Roberts, seconded by Mr. Johnny Jamison to introduce the amended budget for the year 2024 with a hearing scheduled for January 9, 2025 at 5:00 pm. Motion carried unanimously. (Full reports can be viewed at <https://gppj.org/financial-reports>)

Motion by Mr. Roy Edwards, seconded by Mr. Cephas Bowie, Jr. to introduce the proposed budget for the year 2025 with a hearing scheduled for January 9, 2025 at 5:00 pm. Motion carried unanimously. (Full reports can be viewed at <https://gppj.org/financial-reports>)

Mr. Steven Kimball, CPA, Rozier McKay & Willis, discussed the operating budget for 2025 and amended budget for 2024.

Motion by Mr. Brandon DuBois, seconded by Mr. Cephas Bowie, Jr. to auction adjudicated property: Ordinance 02-2024; 220 George Davidson Road, Pollock, LA 71467. Motion carried unanimously.

-Mrs. Bonita Armor, Grant Parish District Attorney's Office, opened the bid for 220 George Davidson Road, Pollock, LA 71467 at \$2,197.81. Bid was placed by Mr. Chad and Mrs. Cassandra Hooter for \$2,197.81. Mrs. Armor called for other bids three times and no other bids were placed. Property was sold to Mr. Chad and Mrs. Cassandra Hooter in the amount of \$2,197.81.

EXHIBIT I: Sale of Adjudicated Property

ORDINANCE 02-2024

AUTHORIZING THE GRANT PARISH POLICE JURY TO SELL

A certain piece, parcel, or tract of land, together with all buildings and improvements located thereon and all rights, ways, and privileges thereto appertaining, being, lying and situated in Section Six (6), Township 6 North, Range 1 East, Grant Parish, Louisiana, and being more particularly described as follows, to-wit:

Begin at the Southwest Corner of the Southeast Quarter of the Southeast Quarter (SE 1/4 of SE 1/4) of Section 6, Township 6 North, Range 1 East, Grant Parish, Louisiana, thence run South 89 degrees 50 minutes East 209 feet; thence run North 886 feet to a stake on the Southern Bank of Sandy Creek; thence continue approximately 15 feet in the same direction to the center line of Sandy Creek; thence run along the center line of Sandy Creek in a westerly direction to the Western Boundary of the said SE 1/4 of the SE 1/4; thence run South approximately 15 feet to a stake on the South Bank of Sandy Creek along the said Western Boundary of the said SE 1/4 of the SE 1/4; thence run South along the said Western Boundary of the said SE 1/4 of the SE 1/4 South 821 feet to the point of beginning; all as is more fully shown by a plat of survey of Barrett Gremillion dated July 9, 1974, recorded at Conveyance Book 196, page 147, records of Grant Parish, Louisiana.

LESS AND EXCEPT:

A certain piece, parcel, or tract of land, together with all buildings and improvements located thereon and all rights, ways, and privileges thereunto appertaining, being, lying and situated in Section 6, Township 6 North, Range 1 East, Grant Parish, Louisiana, said tract containing 1.60 acres, and being more particularly described as follows, to wit:

Beginning at the SW corner of the SE1/4 of the SE1/4 of Section 6, thence N00°06'53"W a distance of 367.54' to a point; thence S72°04'11"E a distance of 218.68' to a point; thence S00°01'13"E a distance of 94.14' to a point; thence S00°04'07"W a distance of 209.16' to a point; thence N89°45'09"W a distance of 207.81' to a point; back to the Point of Beginning, having an area of 1.604 acres more or less being that property shown on plat of survey dated May 14, 2007, by Colby C. Buller, P.E., P.L.S., Project No. 07-106, which is attached hereto and made a part hereof.

LESS AND EXCEPT:

A fifteen (15) foot strip of land adjacent to the Eastern Boundary of Lot 12 of Lumberton Subdivision which is more fully described as follows to-wit:

Begin at the SE Corner of Lot 12 of Lumberton Subdivision Revised, to establish a point of beginning; then travel thirty (30) feet South to the MIDPOINT of the sixty (60) foot right of way for George Davidson Road; thence turn N89°50'00"E; thence turn left and follow North a line which is parallel to the Eastern boundary of Lot 12 of Lumberton Subdivision revised and follow it all the way to the Northern boundary of the said property which is the waterline of Sandy Creek; thence turn left in a Westerly direction fifteen (15) feet to the Northeast corner of Lot 12 of Lumberton Subdivision Revised; thence turn left and follow the Eastern boundary of Lot 12 of Lumberton Subdivision Revised back to the Point of Beginning, all as more fully shown in red on the copy of the Survey attached to the Act.

Municipal Address: 220 George Davidson Road, Pollock, Louisiana 71467

**TO: CHAD AND KASSANDRA HOOTER.
FOR THE
CONSIDERATION OF \$1,522.81 CASH**

WHEREAS, The Parish of Grant owns the property described as

A certain piece, parcel, or tract of land, together with all buildings and improvements located thereon and all rights, ways, and privileges thereto appertaining, being, lying and situated in Section Six (6), Township 6 North, Range 1 East, Grant Parish, Louisiana, and being more particularly described as follows, to-wit:

Begin at the Southwest Corner of the Southeast Quarter of the Southeast Quarter (SE 1/4 of SE 1/4) of Section 6, Township 6 North, Range 1 East, Grant Parish, Louisiana, thence run South 89 degrees 50 minutes East 209 feet; thence run North 886 feet to a stake on the Southern Bank of Sandy Creek; thence continue approximately 15 feet in the same direction to the center line of Sandy Creek; thence run along the center line of Sandy Creek in a westerly direction to the Western Boundary of the said SE 1/4 of the SE 1/4; thence run South approximately 15 feet to a stake on the South Bank of Sandy Creek along the said Western Boundary of the said SE 1/4 of the SE 1/4; thence run South along the said Western Boundary of the said SE 1/4 of the SE 1/4 South 821 feet to the point of beginning; all as is more fully shown by a plat of survey of Barrett Gremillion dated July 9, 1974, recorded at Conveyance Book 196, page 147, records of Grant Parish, Louisiana.

LESS AND EXCEPT:

A certain piece, parcel, or tract of land, together with all buildings and improvements located thereon and all rights, ways, and privileges thereunto appertaining, being, lying and situated in Section 6, Township 6 North, Range 1 East, Grant Parish, Louisiana, said tract containing 1.60 acres, and being more particularly described as follows, to wit:

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Municipal Address: 220 George Davidson Road, Pollock, LA 71467

WHEREAS, a request has been received from CHAD AND KASSANDRA HOOTER, to purchase said property for the consideration of \$1,522.81 cash, at the time of sale, said consideration representing the total of the statutory impositions, governmental liens, and costs of sale or (2/3) of the appraised value of the property; and,

WHEREAS, this Jury is of the opinion that it would be in the public interest to convey the above-mentioned property to CHAD AND KASSANDRA HOOTER, for the offered consideration.

NOW, THEREFORE, BE IT ORDAINED, by the Grant Parish Police Jury that:

A certain piece, parcel, or tract of land, together with all buildings and improvements located thereon and all rights, ways, and privileges thereto appertaining, being, lying and situated in Section Six (6), Township 6 North, Range 1 East, Grant Parish, Louisiana, and being more particularly described as follows, to-wit:

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Municipal Address: 220 George Davidson Road, Pollock, Louisiana 71467

Grant Parish, Louisiana, should be re-entered into the stream of commerce thereby serving the public interest.

Section 2. the acquiring person shall certify, in writing, to the Purchasing Department that he/she or his/her agent has searched for all names and last known addresses of all owners, mortgages, and any other person(s) who may have a vested or contingent interest in the property, or who filed a request for notice as indicated in those records and has so examined:

- The mortgages and conveyance records of Grant Parish
- The current telephone book,
- Any other examination resources, including Internet search engines, if any, the records of Louisiana Secretary of State and the Secretary of States set forth by the names of identified entities

Section 3. The acquiring person shall submit the required notifications (R.S. 47:2206 A and B) to the Civil Sheriff for his/her signature, and then notify those persons identified via regular mail, certified mail*, publication and/or service of process. *Copies of the green and white receipts should be maintained by the purchaser as indica of compliance with the notice requirements;

Section 4. The acquiring person shall send written notice notifying any tax sale party whose interest the successful bidder or donee intends to be terminated that the party has until the later of the following to redeem the property or otherwise challenge in a court of competent jurisdiction the potential sale or donation:

- (a) Sixty days from the date of the notice provided in the Subsection, if five years have elapsed from the filing of the tax sale certificate (formerly "process verbal"), or six months after the date of the notice provided for in the Subsection, if five years have not elapsed since the filing of the tax sale certificate (formerly "process verbal")
- (b) The filing of the sale or donation transferring the property.
- (c) The written notice required by this Section shall be that which is included in R.S. 47:2206 A (2).

Section 5. The acquiring person shall cause to be published in the official journal of this parish (currently the Colfax Chronicle) a notice that any tax sale party whose interest the successful bidder or donee intends to be terminated has, to redeem the property, until the later of:

- (a) Sixty days, for property on which a tax sale certificate (formerly "proces verbal") was filed over five years previous of the first publication, or six months if the tax sale certificate (formerly "proces verbal") was filed less than five years before the first publication of the notice provided for in this Subsection.
- (b) The filing of the sale or donation transferring the property.
- (c) The publication required by this Section shall be that which is included in R.S. 47:2206 B. (2).

Section 6. The acquiring person may file with the recorder of mortgages a copy of one of the notices that was sent to the tax debtor or the current owner. A transfer, mortgage, lien, privilege, or other encumbrance filed after the filing of the notice shall not affect the property. The recorder of mortgages or recorder of conveyances shall cancel, erase, terminate, or release the acts upon the request of the acquiring person.]

Section 7. At any time after the expiration of the sixty-day or six-month periods, as applicable, set forth in R.S. 47:2206 (A) and (B), the acquiring person, or his/her successors and assigns, may send to this body a written notice requesting that the sale/donation to him/her be authenticated. The President of the Jury shall authenticate the sale or donation within ten days from the date of the request or as soon thereafter as practical. However, the President shall not execute the act of cash sale or act of donation until the District Attorney's office has certified in writing to the President, that purchaser or donee has complied with the mandates of this Ordinance. The sale price shall be paid by cashier's check or money order at the time of the sale.

NOTE: The initial application fee of \$75.00 and any other costs incurred by the purchaser shall not be applied to the purchase price and shall not be refundable if the purchaser elects not to complete the process.

NOTE: The Parish of Grant shall reserve all oil, gas, and other mineral rights in and to the property to be conveyed, but shall convey the surface rights of the said property.

Section 8. The acquiring person shall be responsible for filing the sale or donation and payment of all filing fees.

Section 9. The only warranty owed by the political subdivision or the municipalities shall be a warranty against eviction resulting from a prior alienation by the political subdivision or the municipality.

- (a) All sales and donations shall be without warranty, either expressed or implied, even as to return or reduction of the purchase price, including without limitation the warranty against redhibitory defects or vices and the warranty that the thing sole is reasonable fit for its ordinary purpose or the acquiring person's intended or particular purpose.
- (b) These waivers or exclusions of warranties shall be self-operative regardless of whether the waivers or exclusions are contained in the act of sale or donation, and regardless of whether they are clear and unambiguous, and regardless of whether they are brought to the attention of the acquiring person. This provision supersedes the requirements of any other law.
- (c) The writing constituting the sale shall be in the form as provided in R.S. 47: 2207 B. and the writing constituting the donation shall be that which is included in R.S. 47: 2207 C.

Section 10. The provisions of R.S. 41:1338 shall not apply to the property being sold or donated in accordance with this Ordinance.

Section 11. A certified copy of the sale or donation shall be prima facie evidence of the regularity of all matters dealing with the sale or donation and the validity of the sale or donation.

Section 12. Contemporaneously with or subsequent to the filing of the sale or donation of adjudicated property, the acquiring person, his/her successors, or assigns, may file with the recorder of mortgages an affidavit indicating how the tax sale parties whose interest the acquiring person, his/her successors, or assigns, intends to be terminated were identified, how the address of each tax sale party was obtained, how the written notice was sent, the results of sending the written notice, and the dates of publication.

- (a) The affidavit may also contain a statement of the interest to which the purchaser or donee takes subject. The recorder of mortgages shall index the affidavit only under the names of the owner filing the affidavit and the tax debtor, as mortgagors.
- (b) The affidavit described herein shall be sufficient if it follows the form articulated in R.S. 47: 2208.
- (c) With respect to a sale, the filing of the affidavit provided herein shall operate as a cancellation, termination, release, or erasure of record of all statutory impositions of all political subdivisions then due and owing, of all governmental liens, and of all interests, liens, mortgages, privileges, and other encumbrances recorded against the property sold and listed in the affidavit.
- (d) With respect to a donation, the filing of the affidavit provided herein shall operate as a cancellation, termination, release, or erasure of record of all statutory impositions of all political subdivisions then due and owing, of all governmental liens, and of all interests, liens, mortgages, privileges, and other encumbrances recorded against the property sold and listed in the affidavit.
- (e) Upon filing of the affidavit, the recorder of mortgages or the recorder of conveyances shall treat as canceled, terminated, released, or erased, all those liens, privileges, mortgages, or other encumbrances canceled, terminated, released, or erased under subsections (c) or (d) of this Section, only insofar as they affect the property.

(f) The owner filing the affidavit shall be liable to and indemnify the recorder of mortgages, the recorder of conveyances, and any other person relying on the cancellation, termination, release, or erasure by affidavit for any damages that they may suffer as a consequence of such reliance if the recorded affidavit contains materially false or incorrect statements that cause the recorder to incorrectly cancel, terminate, release, or erase any interest listed in the affidavit. The recorder of mortgages and the recorder of conveyances shall not be liable for any damages resulting to any person or entity as a consequence of the cancellation, termination, release, or erasure of any interest in compliance with this Section.

THUS PASSED, APPROVED AND ADOPTED on this 10th day October, 2024

(s) Jessie Pace
Jessie Pace
Secretary – Treasurer
Grant Parish Police Jury

(s) Mark Ball
Mark Ball
President
Grant Parish Police Jury

Mr. Ryan Ingles, Grant Parish Library Board of Control, discussed the legalities regarding the financial administration of the Grant Parish Library Board of Control.

-La. R.S. 25:215 is very specific as to which parish libraries have administration of and accounting functions of the parish library fund. Grant Parish Library Board of Control is not among the parishes with legislative authority for the administration of and accounting functions of the parish library fund. In November of 2010, the Grant Parish Police Jury passed Resolution Grant Parish Library Financial Administration 43-11-10 that stated duties associated with financial administration of the Grant Parish Library would be transferred to the library's board, however, proper legislative actions were not taken to legally transfer the duties. After seeking a legal opinion from the office of the Grant Parish District Attorney, it was opined and firmly established that the resolution from 2010 is invalid and the Grant Parish Library Board of Control and the Director, had been inadvertently illegally approving the budget and writing checks. With guidance from legal counsel, the jury discussed rescinding the 2010 resolution and transferring administrative duties for the library fund back to the administrative office of the Grant Parish Police Jury. Furthermore, the Grant Parish Library Board of Control will no longer approve their own budget, but will now propose an annual budget and submit said budget to the Grant Parish Police Jury for approval.

Motion by Mr. Cephas Bowie, Jr., seconded by Mr. Arnold Murrell to amend the agenda to include a motion to rescind Resolution Grant Parish Library Financial Administration 43-11-10. Motion carried unanimously.

Motion by Mr. Johnny Jamison, seconded by Mr. Arnold Murrell to rescind Resolution Grant Parish Library Financial Administration 43-11-10. Motion carried unanimously.

Motion by Mr. Mike Merrell, seconded by Mr. Brandon DuBois to accept nominations and make appointments for the two open positions on the Grant Parish Library Board of Control. Motion carried unanimously.

Mr. Mark Ball called for nominations to fill position one.
Mr. Cephas Bowie Jr. nominated Ms. Esther Green with a second from Mr. Brandon DuBois. No other nominations were brought forth and Ms. Esther Green was appointed unanimously.

Mr. Mark Ball called for nominations to fill position two.
Mr. Roy Edwards nominated Ms. Judi Womack with a second from Mr. Brandon DuBois. No other nominations were brought forth and Ms. Judi Womack was appointed unanimously.

Jurors discussed changing the date of the regular 2025 February jury meeting since jurors will be attending the Police Jury Association of Louisiana Convention during the time of the original meeting.

Motion by Mr. Brandon DuBois, seconded by Mr. Johnny Jamison to hold the regular February meeting of the Grant Parish Police Jury on February 6, 2025 instead of the original scheduled date due to the Police Jury Association Convention. Motion carried unanimously.

Motion by Mr. Arnold Murrell, seconded by Mr. Brandon DuBois to adopt the meeting schedule for the 2025 year. Motion carried unanimously.

January 9, 2025	July 10, 2025
February 6, 2025	August 14, 2025
March 13, 2025	September 11, 2025
April 10, 2025	October 9, 2025
May 8, 2025	November 13, 2025
June 12, 2025	December 11, 2025

Jurors discussed entering into a cooperative endeavor agreement with DCFS for use of the Grant Parish Civic Center during disaster/emergency declarations.

Motion by Mr. Arnold Murrell, seconded by Mr. Roy Edwards to enter into a cooperative endeavor agreement with DCFS for emergency rental of the Grant Parish Civic Center. Motion carried unanimously.

In the event of an Emergency Declaration by the Governor, LESSOR, Grant Parish Police Jury – Civic Center proposes to lease to LESSEE, Department of Children and Family Services, Office of Children and Family Services (OCFS), the following space for the housing of functions of the State of Louisiana, or other function and/or tenant as deemed by the State to be necessary due to emergency conditions.

SPACE: Approximately 14,000 sq ft of usable space located at 420 Richardson Drive, Colfax, LA 71417

TERM: (initially) 2 weeks commencing _____, or upon occupancy of the space by the State or other tenant selected by the State.

OPTION TERM: Three option periods of one (1) week each

OCCUPIED SPACE DAILY RENT: \$375

For the purpose of this lease agreement, the term "Occupied Space" shall mean the building, parking areas, and other areas reserved for the LESSEE to operate a Disaster Supplemental Nutrition Assistance Program (D-SNAP) (disaster food stamps) by the LESSOR that are actually being used at the time for D-SNAP operations.

The facility is being used for D-SNAP operations, when LESSEE notifies the LESSOR 1) that the facility is fit and capable of being opened for D-SNAP operations and 2) that the LESSEE wishes to operate a D-SNAP operations center at the site. Once the LESSEE has commenced D-SNAP operations, it is Occupied Space every day thereafter until such use is terminated.

The LESSEE shall only be obligated to pay rent for the period(s) it operates a Disaster Supplemental Nutrition Assistance Program (D-SNAP) on the premises. Generally, the periods of occupancy shall cover a two week period with the possibility of additional one week periods depending upon the nature of the emergency. If LESSEE vacates the space during any 1 or 2 week period, LESSEE is only responsible for payment of the daily rental rate for the days occupied during the 1 or 2 week period.

OBLIGATIONS OF LESSOR:

LESSOR agrees to:

1. Cooperate with DCFS/OCFS in the implementation of the Disaster Supplemental Nutrition Assistance Program by allowing entry to the leased premises.
2. Provide the resources, including but not limited to keys, codes locks or any other items necessary to open the facility and to secure the facility when the daily activities are completed.

3. Provide access to the facility so DCFS/OCFS can perform a walk-through of the building to document the facility's condition prior to implementation of the Program.
4. Provide Utilities (electricity and water), paper goods, janitorial service and garbage pickup for the facility.
5. Allow DCFS/OCFS to use existing voice and data cable currently installed with the leased premises.
6. Allow the DCFS/OCFS to install, at its expense, communications equipment and cable/wire as deemed necessary by the DCFS/OCFS.

OBLIGATIONS OF LESSEE:

LESSEE agrees to:

1. Contact the LESSOR within twenty-four (24) hours when a Declaration authorizing a Disaster Supplemental Nutrition Assistance Program (D-SNAP) is issued to alert the contractor and to schedule a meeting between DCFS/OCFS and the LESSOR.
2. Meet with the LESSOR to do a walk-through of the facility noting any deficiencies and to document the facility's condition.
3. Obtain the necessary keys and other materials in order to open the facility and keep the facility secure when the office is closed.
4. Ensure the facility is ADA compliant or make special accommodations to serve the elderly and disabled.
5. Notify local law enforcement and arrange appropriate security.
6. Arrange for securing tables and chairs, if necessary.
7. Arrange for water and ice at the facility, if needed.
8. Return the keys and other materials to the LESSOR when the lease is terminated.
9. Carry commercial general liability insurance of \$1,000,000 combined single limits per occurrence for Bodily Injury/Property Damage claims, through the State Office of Risk Management, for those incidents in which the occurrence is the result of the negligence of the LESSEE during periods of use as a D-SNAP operations center.

LESSOR'S NAME AND ADDRESS: Grant Parish Police Jury – Civic Center
200 Main Street, Courthouse Bldg.
Colfax, LA 71417

PAYEE'S NAME AND ADDRESS: Grant Parish Police Jury - Civic Center
200 Main Street, Courthouse Bldg.
Colfax, LA 71417

LESSEE'S NAME AND ADDRESS DEPARTMENT OF CHILDREN
AND FAMILY SERVICES
627 North Fourth Street
Baton Rouge, LA 70802

THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY:

- The LESSOR agrees to allow the State, or designated tenant, adequate time in which to process the first rental payment.
- Should the LESSEE be unable, for whatever reason, to maintain possession of the leased premises in accordance with the terms set forth herein, the lease shall be null and void immediately.
- LESSOR further agrees to make, at LESSOR's own expense, all changes and additions to the leased premises required by reason of any laws, ordinances, orders or regulations of any municipality, parish, state, federal, or other public authority including the furnishing of required sanitary facilities and fire protection facilities.
- LESSOR shall have sole responsibility for all maintenance and repair to the premises, including all other equipment furnished by the LESSOR.
- LESSOR shall make all such repairs to the premises as may become necessary because of breakage or other damages not attributable to the negligence of the LESSEE, its agents, or its employees. LESSOR shall be responsible for any damages to LESSEE's employees, agents, invitees, visitors, and property and/or equipment that are a result of LESSOR's negligence to properly maintain the premises.
- LESSOR herewith grants LESSEE the right to install, maintain, and remove, at LESSEE's cost, all communications desktop devices (intercom/paging instruments, line status indicators, computer terminals, radio/paging consoles, telephone answer-machines/consoles/sets, etc.)
- LESSOR herewith grants LESSEE the right to install, maintain, and remove, at LESSEE's expense, communications equipment and cable/wire as deemed necessary by the DCFS/OCFS.
- LESSOR agrees to the right of the LESSEE to bring onto the premises tents, chairs, tables, appropriate restroom facilities, and other items, including but not limited to generators, fuel tanks, and portable lighting necessary for the use of the property as a DSNAP site.
- In the event that public funding for LESSEE becomes inadequate to meet the obligations of this lease, LESSEE may, with the approval of the Division of Administration, terminate the lease.
- LESSOR agrees to carry Fire and Extended Coverage Insurance on the building structure equal to 80% of its value.
- LESSEE agrees to carry commercial general liability insurance of \$1,000,000 combined single limits per occurrence for Bodily Injury/Property Damage claims, through the State Office of Risk Management, for those incidents in which the occurrence is the result of the negligence of the LESSEE. LESSOR further agrees to waive any rights or claims, other than for intentional acts, against the LESSEE, its agents, or employees for any loss to the premises by fire, windstorm, hail, smoke, explosion, riot, riot attending a strike, civil commotion, or damage from aircraft and vehicles.
- LESSEE shall provide clean-up services to the facility upon the termination of the lease so as to return the facility in the same condition as it was received.
- LESSOR shall have the right of access to the facility during the term of this Lease for the purpose of beginning repairs to the facility from damage caused by the disaster.

Motion by Mr. Brandon DuBois, seconded by Mr. Roy Edwards, Jr. to enter into a cooperative endeavor agreement with the Louisiana Department of Veteran's Affairs. Motion carried unanimously.



COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

GRANT PARISH POLICE JURY

AND

LOUISIANA DEPARTMENT OF VETERANS AFFAIRS

THIS COOPERATIVE AGREEMENT is made and entered into on January 1, 2025 by and between Grant Parish Police Jury, hereafter referred to as Parish/Municipality, a political subdivision of the State of Louisiana represented by Mark Ball, President, and the Louisiana Department of Veterans Affairs (hereafter referred to as LDVA), a state agency within the Executive Branch of the State of Louisiana represented by its Secretary, Charlton Meginley.

ARTICLE I

WHEREAS, Louisiana Revised Statutes, including but not limited to La R.S. 29:260-262, as amended and reenacted, specifically provide enabling legislation for LDVA to estimate and recover part of the operations cost of parish Veterans' Service Offices. Specifically, La. R.S. 29:260-262 provides that LDVA shall not contribute more than seventy-five percent (75%) for the operation and maintenance of such parish Veterans' Service Offices; that police juries and municipal governing authorities may make appropriations out of funds for the purpose of providing or assisting in providing for the maintenance and operation of Veterans' Service Offices established by LDVA; that police juries and municipal governing authorities shall provide office space for the operation of Veterans' Service Offices established by LDVA pursuant to law; and the cost of providing such office space shall not be considered as any payment or contribution required toward the expense of operation and maintenance of such Veterans' Service Office space.

ARTICLE II

WHEREAS, Parish/Municipality desires to support local veterans and improve their access to benefits and services by providing for both the cost to maintain and operate Veterans' Service Offices and space to house such service offices as provided by law.

ARTICLE III

WHEREAS, LDVA, whose physical office is located at 602 N. Fifth Street, Baton Rouge, Louisiana, 70802, and whose official mailing address is P.O. Box 94095 Capitol Station, Baton Rouge, Louisiana, 70804-9095, received funds in Fiscal Year 2025 to provide such services to veterans in Parish/Municipality.

ARTICLE IV

WHEREAS, both LDVA and Parish/Municipality desire to memorialize their respective fiscal, operational, and maintenance obligations relative to the establishment of a Veterans' Service Office in Parish/Municipality,

NOW THEREFORE, LDVA and Parish/Municipality, each having authority to do so, agree as follows:

I. OBLIGATIONS OF THE PARTIES.

A. Obligations of LDVA

1. LDVA shall provide information to veterans residing in or near Parish/Municipality and their dependents through various outlets including but not limited to the news media, internet, reading materials, and personal consultation about benefits to which they are entitled, including medical services, compensation and pension programs, education, home loan guarantees, employment, benefits for patients in a nursing home, insurance benefits, referrals to housing and mental health providers, and last interment benefits.
2. LDVA shall provide a highly trained Veterans Assistance Counselor at said service office.
3. LDVA shall make every reasonable effort to ensure that the designated Veterans' Service Office is staffed one (1) days per week on the following days, to wit: the fourth Wednesday of the month, excluding applicable holidays, training periods, inclement weather closures, etc. LDVA will endeavor to update the parish or municipality of any office closure that may occur, should the need arise.
4. LDVA shall designate a contract monitor to ensure that the parties meet their obligations described herein and identify said person, along with their mailing address, email address, and phone number to Parish/Municipality.

B. Obligations of Parish/Municipality

1. Parish/Municipality shall provide office space for the Veterans' Service Office that offers a safe location for LDVA employees and clients, space for private client interviews, secure storage of client files, and accessibility for disabled visitors. Said space shall be located at 200 Main Street, Colfax, LA 71417.
2. Parish/Municipality shall provide for all utilities, as well as 26.48% of phone and Internet service costs, as part of its obligation to provide space for the Veterans' Service Office.
3. Parish/Municipality shall provide funding to LDVA in the amount described herein to support the cost to operate and maintain the Veterans' Service Office.

II. FUNDING AND REPORTING

A. Compensation and Disbursement

1. Parish/Municipality shall contribute to the support of the Veterans' Service Office by paying LDVA a total of \$2,577.00 in minimum monthly payments of \$215.00.
2. Parish/Municipality shall make payments by check or electronic means only, payable to LDVA. Prior to making the first payment, Parish/Municipality shall select its preferred method and communicate the choice to LDVA.

B. Reporting

1. Upon request, LDVA shall provide an operations report on the number of veteran contacts and claims processed that period.
2. LDVA shall also include within that report any additional information that might assist in communicating and demonstrating the positive impact to the community of the services provided by LDVA.

C. Invoicing

1. LDVA shall submit to Parish/Municipality an invoice for the payment described herein on a quarterly basis.
2. Parish/Municipality may pay monthly, and shall pay LDVA the full sum of the invoiced amount no later than 30 days after receipt of this invoice.

III. TERM

- A. This Cooperative Endeavor Agreement shall be in effect from January 1, 2025, to December 31, 2025.

IV. TERMINATION

- A. Parish/Municipality may terminate this Agreement at any time during the term of the Agreement by giving the Contractor written notice of its intention to terminate at least thirty (30) days before the intended date of termination. The Parish/Municipality must provide the reason for termination and reason why it cannot comply with the Louisiana Revised Statutes referenced above. Upon termination by the Parish/Municipality or the failure of Parish/Municipality to meet its obligations defined herein, LDVA may close the Veterans Service Office operated in Parish/Municipality.

V. CONTROLLING LAW

- A. The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

VI. LEGAL COMPLIANCE

- A. LDVA and Parish/Municipality shall comply with all federal, state, and local laws and regulations, including, specifically, but without limitation, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*), in carrying out the provisions of this Agreement.

VII. PUBLIC LIABILITY/INDEMNIFICATION

- A. LDVA will indemnify, defend, and hold harmless Parish, including Parish's employees and agents, from and against any and all claims or liabilities arising from the fault of LDVA, its employees, or agents in carrying out LDVA'S duties and obligations under the terms of this agreement. The Parish will indemnify, defend, and hold harmless LDVA, including LDVA'S employees, delegates, agents, and representatives from and against any and all claims or liabilities arising from the fault of Parish, its employees, or agents in carrying out the Parish's duties and obligations under the terms of this agreement. This section will survive the termination of this agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

- B. Nothing herein is intended, nor shall be deemed to create a third-party beneficiary to or for any obligation by any party hereto or to authorize any third person to have any action against any party hereto arising out of this Agreement.
- C. LDVA is responsible for any and all insurance or other liability requirements related to the operations or activities associated with this agreement. LDVA will ensure that it has insurance coverage for any general liability claims occurring at the premise provided by the Parish as well as insurance coverage for any LDVA contents located at the premise provided by the Parish. In addition, LDVA agrees that all insurance policies required by the agreement will be primary, will include a waiver of subrogation in favor of the Parish as to workers' compensation claims, and will identify the Parish as an additional insured.

VIII. SEVERABILITY

- A. If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent of the law.

IX. NOTICES

- A. Legal notices to the parties shall be mailed to the following persons and addresses via certified United States mail, to wit:



Grant Parish Police Jury Cooperative Agreement Summary 2025

	Total Parish Expenses	Parish Contribution (26.48%)
Salaries & Benefits:	\$7,633	\$2,021
Travel	\$258	\$68
Supplies	\$113	\$30
Postage, Equip. Maintenance	\$58	\$15
Telephone & Internet	\$293	\$78
Professional Services	\$80	\$21
Acquisitions	\$178	\$47
OTS Migration	\$297	\$79
Subtotal:	\$8,910	\$2,359
*Administration Expense		\$218
Total:		\$2,577

*Share of costs related to human resources, accounting, payment processing, etc. (2.5% of total state expenses)

Economic Impact of Grant Parish Veterans' Service Office:

\$15,708,000 in Compensation and Pension benefits for a veteran population of 1,432.

(According to US Department of Veterans Affairs FY23 Summary of Expenditures)

Motion by Mr. Brandon DuBois, seconded by Mr. Cephas Bowie, Jr. to approve a 3% pay increase for Grant Parish Police Jury employees effective January 1, 2025 as recommended by the Finance Committee.

Yeas: Mr. Arnold Murrell, Mr. Johnny Jamison, Mr. Winston Roberts, and Mr. Mike Merrell

Nays: Mr. Roy Edwards

Motion carried.

Motion by Mr. Brandon DuBois, seconded by Mr. Cephas Bowie, Jr. to approve 5 individual pay increases 4 effective December 23, 2024 and one effective January 1, 2025 as recommended by the Finance Committee.

Yeas: Mr. Arnold Murrell, Mr. Johnny Jamison, and Mr. Winston Roberts

Nays: Mr. Roy Edwards and Mr. Mike Merrell

Motion carried.

Motion by Mr. Brandon DuBois, seconded by Mr. Johnny Jamison to approve the Inventory / Equipment Policy as recommended by the Finance Committee. Motion carried unanimously.

Jurors discussed the LWCC renewal that is effective January 1, 2025 however were unable to review all information due to not receiving the quote from the current broker in time. As recommended by the Finance Committee, the Police Jury submitted a broker of record letter and will await information from HUB International to be reviewed at a Special Meeting one day next week.

Motion by Mr. Brandon DuBois, seconded by Mr. Roy Edwards to approve bid notices for the 2025 calendar year on the following materials:

-Culverts (Plastic & Metal), CRS2 & MC30 Emulsion, Grader Blades, Gravel & Stone, Fuel & Oil, Tires & Tubes

Motion carried unanimously.

Motion by Mr. Cephas Bowie, Jr., seconded by Mr. Winston Roberts to use Capital Improvement funds from District 3 to install two 60"x30' CMPA culverts and additional pit run on Nellie Ryan Road. Motion carried unanimously.

Mr. Cody Gongre, Grant Parish Roads Superintendent, updated the jury on projects from the Landfill and Roads departments. He advised that they are working to catch up on picking up trash from the lack of trucks and will continue to stay on top of it throughout the holidays.

Motion by Mr. Winston Roberts, seconded by Mr. Brandon DuBois to pay bills as funds become available. Motion carried unanimously.

Motion by Mr. Brandon DuBois, seconded by Mr. Cephas Bowie, Jr. to adjourn. Motion carried unanimously.

Disclaimer: These minutes are not official until adopted by the jury at the next meeting.