

VINTON, LA
January 17, 2023

The Mayor and Council of the Town of Vinton, Louisiana, met in regular session at the temporary meeting place of said Mayor and Council, at Vinton City Hall, at 6:00 p.m. on the 17th day of January 2023, with the following members present:

Marcus E. Renfrow, Mayor
William "BB" Loyd, Council Member
Lindsey Stanley, Council Member
Michael "J.K." Wright, Council Member

ABSENT: Diane Conner, Mayor Pro Tem
Stephanie Hardy, Council Member

ALSO PRESENT: Cade Cole Attorney

The following Reports were submitted:

Total Payroll for December 2022	\$ 136,267.94
Total Bills for December 2022	\$ 230,627.46

Marcus E. Renfrow, Mayor called the meeting to order, and Rick Watson led in prayer. Then followed the Pledge of Allegiance.

It was moved by Council Member Stanley that the minutes of prior meetings, copies of which were mailed to each council member prior to the meeting, be approved as written. The motion was seconded by Council Member Loyd and carried.

Brandi Patin, City Clerk, gave the monthly Administration Department report.

Bills for the month of December 2022 were approved and payment authorized upon a motion by Council Member Wright, seconded by Council Member Loyd and carried.

Mayor Renfrow updated the governing authority on pending grants and projects.

Mayor Renfrow updated the Council that our February Council meeting will need to be moved due to it being on February 13th at 6pm. A motion was made by Council Member Loyd and seconded by Council Member Stanley and carried.

COOPERATIVE ENDEAVOR AGREEMENT

This AGREEMENT is entered into effective as of the ___17th___ day of ___January___, 2023, by and between:

CALCASIEU PARISH POLICE JURY (the “Parish”), a political subdivision of the State of Louisiana, acting through its President, Tony Stelly;

TOWN OF VINTON (“Vinton”), a political subdivision of the State of Louisiana, acting through its Mayor, Marcus Renfrow;

TONY MANCUSO, Sheriff of Calcasieu Parish (the “Sheriff”);and

CALCASIEU PARISH LAW ENFORCEMENT DISTRICT (“CPLD”), a political subdivision of the State of Louisiana, acting through its duly authorized officer, Tony Mancuso.

The above entities are collectively referred to herein as the “Parties.”

WHEREAS, Vinton was the prior owner of a tract of land having a municipal address of 1402 Center Street, Vinton, Louisiana (the “Property”), more specifically described as follows:

Commencing at a point where the West right-of-way line of Eddy Street crosses the North right-of-way line of Center Street, thence West along the North right-of-way line of Center Street having a distance of 150 feet, thence North 100 feet, thence East 150 feet to the West right-of-way line of Eddy Street, thence South 100 feet along the West right-of-way line of Eddy Street to point of beginning.

Municipal address: 1402 Center Street, Vinton, LA

WHEREAS, in February 1962, through a joint services agreement between Vinton and the Parish, Vinton donated the Property to the Parish on the condition that the Property would be used for a public library.

WHEREAS, since that time, the Parish has maintained and operated the Fontenot Memorial Public Library on the Property.

WHEREAS, in 2020, Hurricanes Laura and Delta, significantly damaged the Fontenot Memorial Public Library, and the Parish is currently repairing the structures on the Property.

WHEREAS, the Parish has now opened another library within the limits of Vinton, and, as such, neither Vinton nor the Parish wish to reestablish another library

on the Property. Rather, the parties will repurpose the Property to be utilized by the Sheriff for law enforcement purposes.

WHEREAS, the CPLED wishes to obtain ownership, and the Sheriff wishes to become responsible for, the Property to be utilized as a substation for the Calcasieu Parish Sheriff's Office ("CPSO"); and Vinton and the Parish agree that the residents of Calcasieu Parish and the Town of Vinton would be best served by the establishment of the Property as a CPSO substation.

WHEREAS, to accomplish the objectives set forth herein, Vinton and the Parish intend to transfer by quit claim, without any warranty whatsoever, whatever rights Vinton and the Parish might have in and to the Property to the CPLED. In exchange, the Sheriff will maintain the Property as a CPSO substation.

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974 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 associations, corporation, or individual [;]" and

WHEREAS the Parties consider the public benefits of establishing the Property as a CPSO substation to be proportionate to the costs associated with the Parties' activities and, further, within the Parties' responsibilities to the citizens of Calcasieu Parish and the Town of Vinton.

NOW, THEREFORE, , the Parties do mutually agree to the following terms and conditions:

1. **Transfer of Title to Property.** For and in consideration of the covenants described herein, Vinton and the Parish will transfer, pursuant to a Quit Claim Deed, all of their rights, title and interest in and to the Property to the CPLED. The transfer will be substantially in the form of the Quit Claim Deed attached to this Agreement as "**Exhibit A**". In exchange therefore, the CPLED will assume ownership of, and all responsibility for, the Property, which the Sheriff will utilize as a CPSO substation, providing law enforcement services for the citizens of Calcasieu Parish.

2. **Assignment.** No party shall transfer or assign its rights or obligations in this Agreement or delegate any or all of its duties hereunder without the consent of every other party to this Agreement.

3. **Terms.** The term of this Agreement shall extend until the Parties execute the Quit Claim Deed and record the Quit Claim Deed in the conveyance records of Calcasieu Parish, Louisiana.

4. **Interpretation.** 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.

5. **Agreements.** This Agreement may be amended only upon the written consent of all Parties.

6. **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 any party hereto in his or her individual capacity, and neither the officers of any party hereto nor any official executing this Agreement shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement except to the extent required by law.

7. **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.

8. **Counterparts.** This Agreement may be executed in several counterparts each of which shall be an original and all of which when taken together shall be deemed one and the same Agreement.

9. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana without regard to its conflicts of laws principles.

10. **Further Assurances.** From time-to-time hereafter, each party shall execute and deliver such additional instruments, certificates or documents, and take all such actions as any other party may reasonably request for the purpose of fulfilling its obligations hereunder.

11. **Addresses for Notices.** 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 or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or by private, commercial carrier, express mail, such as Federal Express, or sent by telex, telegram, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving party. All such communications shall be mailed, sent or delivered to the address or numbers set forth below, or as to each party at such other address or numbers as shall be designated by such party in written notice to the other parties.

If to the Parish:

Bryan Beam (or current Parish
Administrator)
Calcasieu Parish Police Jury
1015 Pithon Street, 2nd Floor
Lake Charles, Louisiana 70601
Phone: (337) 721-3500

If to Vinton:

Marcus Renfrow, Mayor (or current
Mayor)
Town of Vinton
1200 Horridge Street
Vinton, Louisiana 70668
Phone: (337) 589-7453

If to the Sheriff:

Tony Mancuso, Sheriff (or current Sheriff)
Calcasieu Parish Sheriff's Office
5400 E. Broad Street
Lake Charles, LA 70615
Phone: (337) 491-3715

If to the CPLED:

Tony Mancuso, Sheriff (or current Sheriff)
Calcasieu Parish Sheriff's Office
5400 E. Broad Street
Lake Charles, LA 70615
Phone: (337) 491-3715

12. **Delay or Omission.** No delay or omission in the exercise of any right or remedy accruing to any party upon any breach by any other party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

13. **Venue.** The 14th Judicial District Court, Parish of Calcasieu, State of Louisiana, shall be deemed to be the exclusive court of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, in connection with, or by reason of this Agreement.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes and replaces any prior and contemporaneous communications, understandings and agreements between the Parties related to such subject matter, whether written or verbal, express or implied, and this Agreement cannot be supplemented, augmented, amended or in any

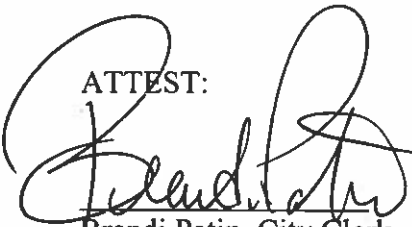
manner changed or altered, except by written instrument signed by duly authorized representatives of the Parties.

RESOLUTION

Be it resolved by the Governing Authorities of the Town of Vinton Louisiana that in a regular meeting that Mayor Renfrow and all authorities are not in favor of tolling for the I 10 bridge other wise known the Calcasieu River Bridge.

After discussion it was moved by Council member Loyd and seconded by Council Member Stanley and carried.


Marcus E. Renfrow, Mayor

ATTEST:

Brandi Patin, City Clerk

Chief of Police Scott Spell gave the monthly Police Department report.

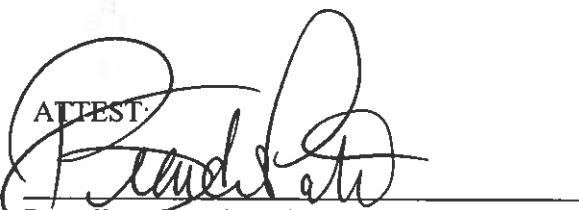
Terry Vice, Director of Public Works, provided his monthly public works report.

Chief Chris Vice was absent.

There being no further business, Council Member Loyd made a motion to adjourn the meeting. The motion was seconded by Council Member Loyd and carried.



Marcus E. Renfrow, Mayor

ATTEST:


Brandi Patin, City Clerk