

ST. TAMMANY PARISH COUNCIL

RESOLUTION

RESOLUTION COUNCIL SERIES NO. C-2463

COUNCIL SPONSOR: BINDER/DAVIS

PROVIDED BY: FINANCE

A RESOLUTION SUPPORTING AND AUTHORIZING THE CHIEF ADMINISTRATIVE OFFICER TO EXECUTE AN AGREEMENT WITH THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT ("LA DOTD") FOR THE FUNDING OF THE AIRPORT RUNWAY SAFETY FOREIGN OBJECT DEBRIS CONTROL PROGRAM AT THE ST. TAMMANY REGIONAL AIRPORT.

WHEREAS, Act 451 of the 1989 Regular Session of the Louisiana Legislature authorized the financing of certain airport improvements from funds appropriated from the Transportation Trust Fund; and

WHEREAS, St. Tammany Parish Government is requesting funding assistance from the LA DOTD for the purchasing of equipment and/or reimbursement of funds expended to establish a rapid response airport runway and paved surface Foreign Object Debris (FOD) control safety program; and

WHEREAS, such program will provide equipment to sweep the runway and remove FOD.

WHEREAS, the LA DOTD is agreeable to the implementation of this project and desires to cooperate with St. Tammany Parish Government according to the terms and conditions identified in the attached Agreement; and

WHEREAS, the LA DOTD will provide the necessary funding for the purchasing of equipment and/or will reimburse the sponsor up to \$6,895.00 of the equipment purchase costs.

THE PARISH OF ST. TAMMANY HEREBY RESOLVES to support the project and authorize the Chief Administrative Officer to execute an Agreement for the project identified in the Agreement attached hereto.

This resolution shall be in full force and effect from and after its adoption.

THIS RESOLUTION HAVING BEEN SUBMITTED TO A VOTE, THE VOTE THEREON WAS AS FOLLOWS:

YEAS:

NAYS:

ABSTAIN:

ABSENT:

C-2463

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

AGREEMENT

STATE PROJECT NO. 977-99-0120
RUNWAY SAFETY FOREIGN OBJECT DEBRIS (FOD) CONTROL PROGRAM
STATEWIDE
ST. TAMMANY PARISH GOVERNMENT
ST. TAMMANY REGIONAL AIRPORT
ST. TAMMANY PARISH

THIS AGREEMENT, made and executed in three (3) original copies on this _____ day of _____, 2008, by and between the Louisiana Department of Transportation and Development, hereinafter referred to as "DOTD", and the St. Tammany Parish Government, a political subdivision of the State of Louisiana, hereinafter referred to as "Airport Owner";

WITNESSETH: That;

WHEREAS, the Airport Owner has requested funding assistance to finance certain improvements at the St. Tammany Regional Airport - "L31" as described herein; and

WHEREAS, Act 451 of the 1989 Regular Session of the Louisiana Legislature, authorized the financing of the certain airport improvements from funds appropriated from the Transportation Trust Fund ; and

WHEREAS, the DOTD is agreeable to the implementation of this Project and desires to cooperate with the Airport Owner provided certain requirements are adhered to as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

ARTICLE I - PROJECT DESCRIPTION

The improvement that is to be undertaken under this project will consist generally of the purchasing of equipment and/or reimbursement of funds expended to establish at "L31" a rapid response airport runway and paved surface FOD control safety program at the airport. This work will primarily be supervised by the airport owner's existing airport management to ensure program compliance and certification.

That the St. Tammany Parish Government as Airport Owner; agrees to provide all other necessary equipment and labor to clean and maintain the airport's aircraft operational paved surfaces free of debris classified as FOD with the equipment purchased and/or furnished per this agreement.

For purposes of identification and record keeping, State Project No. 977-99-0120 has been assigned to this project. This number will be used to identify equipment costs and all correspondence related to the project at "L31".

ARTICLE II - PROJECT RESPONSIBILITY

The DOTD, its officers, engineers and employees will not be required to supervise or perform such other services in connection with the development of this project except as specifically set forth herein; however, the Airport Owner will assume full responsibility for the project after DOTD acceptance and will save harmless the DOTD against any loss or damage of any kind incident to or occasioned by deeds undertaken in pursuance of this agreement.

ARTICLE III - OPERATION & MAINTENANCE RESPONSIBILITY

Upon completion and final acceptance of the project, the Airport Owner shall assume the ownership of the improvement, and shall assume the maintenance, operations, and financial responsibility for the improvement for a period of not less than ten (10) years, and shall maintain the improvement in a manner satisfactory to the DOTD and FAA. Use for non-aviation purposes is prohibited.

ARTICLE IV - FUNDING

The Airport Owner may incorporate items of work into the project not eligible for DOTD participation if it so desires. Funds will be disbursed as provided in Article VI.

ARTICLE V - INCIDENTAL COSTS

Incidental project costs incurred by the Airport Owner in negotiating preliminary engineering contracts, right-of-way settlements, railroad and utility adjustments, contract recordation, and such other costs not provided in Article VI shall be the responsibility of the Airport Owner.

ARTICLE VI - COST REIMBURSEMENTS

DOTD funding assistance as part of the FOD control program at L31 is limited to the actual equipment procurement costs by DOTD and/or reimbursement of procurement funds expended by the Airport Owner.

DOTD reimbursement of funds expended by the airport owner for equipment purchase shall be limited to an amount not to exceed \$6,895.00. Any other additional project costs shall be the responsibility of the Airport Owner.

The Airport Owner shall reimburse the DOTD any and all project cost amounts which may be cited by DOTD due to the Airport Owner's noncompliance with Federal / State laws and/or regulations. The cited amounts reimbursed by the Airport Owner will be returned to the Airport Owner upon clearance of the citation(s).

Should the Airport Owner fail to reimburse the DOTD any and all cited amounts within a thirty (30) day period after notification, all future payment requests from the Airport Owner will be held until the cited amount is exceeded at which time only the amount over and above the cited amount will be released for payment. Additionally, no new projects will be approved until such time as the cited amount is reimbursed to the DOTD.

ARTICLE VII - COST RECORDS

The Airport Owner and all others employed by it in connection with this project shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this project and shall keep such material available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment or equipment delivery under the project, for inspection by the DOTD and/or the Legislative Auditor in accordance with ACT 451 of the 1989 Regular Session of the Louisiana Legislature, or any authorized representative of the Federal Government under State and Federal Regulations effective as of the date of this agreement and copies thereof shall be furnished if requested.

ARTICLE VIII - RECEIPT OF BIDS

The DOTD will, at its expense and at the proper time, prepare equipment purchase specifications based on FAA and DOTD requirements and advertise for and receive bids for the equipment to be furnished in accordance with DOTD's normal purchasing requirements.

The Airport Owner will, at its expense and at the proper time, prepare equipment purchase specifications based on FAA and DOTD requirements and shall advertise for and receive bids for the equipment purchase in accordance with the Airport Owner's normal purchasing requirements.

ARTICLE IX - CONSTRUCTION

The Airport Owner will provide technical administration and inspection including testing during the project construction. In the event a technician provides these services for the Airport Owner, it will be performed under the direct supervision of a designated full time employee of the Airport Owner who will have charge and control of the project at all times.

A deviation must be mutually agreed to, in writing, by the DOTD and the Airport Owner.

The general specifications and procedures of the FAA and DOTD will be used as the basis for all construction. The policies and procedures for maintaining project construction records shall be in accordance with the usual FAA and DOTD standards.

ARTICLE X - FINAL INSPECTION, ACCEPTANCE, & REIMBURSEMENT

FINAL INSPECTION: The DOTD will schedule and conduct a final inspection of the project. Prior to conducting the final inspection, the DOTD will notify the airport owner, contractor, the FAA, and other attendees, as appropriate. If deficiencies are discovered during the inspection, the DOTD will document the deficiencies and coordinate suspense dates with the contractor for correcting the deficiencies. After the contractor has corrected all deficiencies, the contractor will notify the DOTD who will arrange for a second inspection of the deficiencies identified during the final inspection. Once all deficiencies are re-inspected and is determined to have been corrected, the Airport Owner and DOTD will prepare the Letter(s) of Acceptance.

LETTER OF ACCEPTANCE DOCUMENTS & FINAL REIMBURSEMENT:

Acceptance of the project is recorded by the airport owner in the Letter of Acceptance, which shall state the following:

1. The airport owner is satisfied with and accepts the project as completed.
2. The DOTD has satisfactorily completed all of its responsibilities in the sponsor-state agreement.

Title to the equipment shall be vested in the Airport Owner and shall be subject to DOTD, and FAA requirements and regulations concerning maintenance, abandonment, and disposal.

ARTICLE XI - CANCELLATION

The terms of this agreement shall be binding upon the parties hereto until the work has been

completed and accepted; but this agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the DOTD due to the lack of available State funding for the project.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

ST. TAMMANY PARISH
GOVERNMENT

(Witness for First Party)

BY: _____

(Witness for First Party)

William S. Oiler

Typed or Printed Name

TITLE: Chief Administrative Officer

72-6001304

Federal Identification Number

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

(Witness for Second Party)

BY: _____
Acting Assistant Secretary
Public Works, Hurricane Flood Protection
& Intermodal Transportation

(Witness for Second Party)

RECOMMENDED FOR APPROVAL

BY: _____
Deputy Assistant Secretary
Intermodal Transportation

APPROVED AS TO FORM

BY: _____
Aviation Division

BY: _____
Aviation Division