

**INTERGOVERNMENTAL COOPERATIVE ENDEAVOR AGREEMENT**  
between the

**LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**  
and the

**PARISH OF ST. TAMMANY**

**Temporary Traffic Signal at the Intersection of LA 1088 and Forest Brook Blvd.**

**THIS INTERGOVERNMENTAL COOPERATIVE ENDEAVOR AGREEMENT,** (Agreement) is made and entered into this 14<sup>th</sup> day of August, 2015, in duplicate originals, by and between the State of Louisiana, through the Department of Transportation and Development (DOTD), and the Parish of St. Tammany (PARISH), for the public purposes hereinafter stated.

**WITNESSETH:**

**WHEREAS,** DOTD and PARISH have agreed to cooperate with one another for the purpose of funding, designing, installing and maintaining a temporary traffic signal at the intersection of LA 1088 and Forest Brook Blvd. in the Parish of St. Tammany, Louisiana, hereinafter referred to as "the Project"; and

**WHEREAS,** the purpose of the Project is to improve the traffic flow through the aforesaid intersection until such time that DOTD constructs a roundabout at the aforesaid intersection pursuant to State Project Number (SPN) H.010116 and until final completion thereof; and

**WHEREAS,** there is an immediate need for the Project at the aforesaid location; and

**WHEREAS,** DOTD and PARISH desire to cooperate with one another, under the terms and conditions hereinafter stated:

**NOW THEREFORE,** DOTD and PARISH agree as follows:

**ARTICLE I**

**PURPOSE**

1.1 The Recitals set forth above are hereby incorporated herein and expressly made a part of this Agreement.

1.2 The purpose of this Agreement is to establish the terms and conditions applicable to DOTD's design, installation and maintenance of the Project and payment for the costs of the Project by PARISH, which costs are estimated to be \$ 25,000.00.

1.3 The parties agree that the PARISH shall pay DOTD the full amount of the actual cost of the Project; provided, however, in no event shall the costs paid by PARISH exceed \$150,000.00.

**ARTICLE II**  
**RESPONSIBILITIES OF THE PARTIES**

**2.1 Responsibilities of DOTD:**

2.1.1 DOTD shall assume full responsibility for the design, installation and temporary maintenance of the Project, until such time that a roundabout included in State Project Number H.010116 is constructed at the aforesaid intersection and upon Final Acceptance of said SPN H.010116 is issued.

2.1.2 DOTD shall comply with all applicable laws, rules and regulations related to the Project development and will construct the Project in accordance with the latest edition of the Louisiana Standard Specifications for Roads and Bridges, as amended.

2.1.3 Following completion of the Project, DOTD will submit an invoice to PARISH with documentation itemizing costs and expenditures incurred in connection with the design and construction of the Project.

**2.2 Responsibilities of PARISH**

2.2.1 PARISH, its officers, engineers, agents and employees shall not supervise or perform other services in connection with the development of this Project except as specifically set forth herein.

2.2.2 Upon receipt of an invoice from DOTD itemizing costs and expenditures incurred in connection with the design and construction of the Project, PARISH shall pay said invoice in full within thirty (30) days thereof. Notwithstanding the foregoing, in no event shall PARISH be obligated to pay DOTD in excess of \$150,000.00 for this Project.

**ARTICLE III**  
**FUNDING**

3.1 The total estimated costs for the construction of this Project is \$25,000.00. Construction shall include, but is not limited to, plan preparation, preconstruction engineering and construction engineering. Said construction and related activities will hereinafter sometimes be referred to collectively as "construction activities".

3.2 Unless specifically stated herein to the contrary, PARISH shall be responsible for all costs associated with the Project, including but not limited to, construction activities up to a maximum amount of \$150,000.00.

**ARTICLE IV**  
**PUBLIC LIABILITY/INDEMNIFICATION**

4.1 PARISH shall indemnify and save harmless the DOTD, its officers, agents, employees, contractors and assigns against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of any sums of money to any party accruing against DOTD, its officers, agents, employees, contractors and assigns, growing out of, resulting from, or by reason of any act or omission of the PARISH, its officers, agents, employees, servants, contractors or assigns while engaged in, upon or about, or in connection with the discharge or performance of the terms of this Agreement or the operation, maintenance and use of the Project.

4.2 DOTD shall indemnify and save harmless the PARISH, its officers, agents, employees, contractors and assigns against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of any sums of money to any party accruing against PARISH, its officers, agents, employees, contractors and assigns, growing out of, resulting from, or by reason of any act or omission of the DOTD, its officers, agents, employees, servants, contractors or assigns while engaged in, upon or about, or in connection with the discharge or performance of the terms of this Agreement or the operation, maintenance and use of the Project.

4.3 Nothing herein is intended, nor shall be deemed to create a third party beneficiary to or for any obligation by DOTD or PARISH contained herein or to authorize any third person to have any action against DOTD or PARISH arising out of this Agreement.

**ARTICLE V**  
**TERMINATION FOR CAUSE**

The DOTD may terminate this Contract for cause based upon the failure of the PARISH to comply with the terms and/or conditions of the Agreement; provided that the DOTD shall give the PARISH written notice specifying the PARISH's failure. If within thirty (30) days after receipt of such notice, the PARISH shall not have either corrected such failure or, in the case 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 the DOTD may, at its option, place the PARISH in default and the Agreement shall terminate on the date specified in such notice. The PARISH may exercise any rights available to it under Louisiana law to terminate this Agreement for cause upon the failure of the DOTD to comply with the terms and conditions of this Agreement; provided that the PARISH shall give the DOTD written notice specifying the DOTD's failure and a reasonable opportunity for the state to cure the defect.

**ARTICLE VI**  
**TERMINATION FOR CONVENIENCE**

The DOTD may terminate the Agreement at any time by giving thirty (30) days written notice to the PARISH. The DOTD shall be entitled to payment for deliverables in progress; to the extent work has been performed.

**ARTICLE VII**  
**RECORD RETENTION / AUDITS**

7.1 DOTD and PARISH shall maintain all documents, papers, file books, accounting records, appropriate financial records and other evidence related to costs incurred relative to this Project for a period of five (5) years following final payment.

7.2 The DOTD auditor, PARISH auditor, State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the Louisiana Division of Administration, shall have the option to audit all accounts directly pertaining to the Agreement for a period of five (5) years from the date of the last payment made under this Agreement. Records shall be made available during normal working hours for this purpose.

7.3 DOTD and PARISH and any contractors or any subcontractors performing work under this Agreement shall maintain all books and records pertaining to this Agreement for a period of five (5) years after termination or cancellation of this Agreement or four years after final payment for the Project has been made, whichever occurs later. These records shall be made available to DOTD and PARISH at any time upon request.

**ARTICLE VIII**  
**LEGAL COMPLIANCE / CONTROLLING LAW**

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

8.2 DOTD and the PARISH shall comply with all applicable federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Government Ethics (LSA-R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement.

**ARTICLE IX**  
**ASSIGNMENT**

Neither DOTD nor PARISH shall assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the other party.

**ARTICLE X**  
**AMENDMENTS**

Any alteration, variation, modification or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing, executed by all parties.

**ARTICLE XI**  
**TERM OF CONTRACT**

This Agreement shall begin on the date all parties have signed, and shall remain in effect until all services have been rendered, all obligations have been fulfilled and all payments have been made, unless terminated earlier as provided herein in Article V, entitled "Termination for Cause", Article VI, entitled "Termination for Convenience" or Article XII entitled "Fiscal Funding and Approval Contingencies."

**ARTICLE XII**  
**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 XIII**  
**DISCRIMINATION CLAUSE**

13.1 The parties agree to abide by the requirements of the following, as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Opportunity Act of 1972, as amended; 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 Americans with Disabilities Act of 1990, as amended, and Title II of the Genetic Information Nondiscrimination Act of 2008.

13.2 The parties agree not to discriminate in their employment practices, and shall render services under this contract without regard to race, color, age, religion, sex, national origin, veteran status, political affiliation, disabilities, or genetic information.

13.3 Any act of discrimination committed by either of the Parties or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

**ARTICLE XIV**  
**RELATIONSHIP BETWEEN THE PARTIES**

The PARISH and DOTD are engaged for the purposes set forth in this Agreement. The relationship between the PARISH and the DOTD shall not be construed as an employee, agent, partner of, or in joint venture with the DOTD.

**ARTICLE XV**  
**SEVERABILITY**

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances 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 permitted by law.

**ARTICLE XVII**  
**NOTICES**

All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (receipted for) or by placing same in the United States Mail, properly addressed and postage prepaid to:

Allison A. Schilling  
District 62 Administrator  
Louisiana Department of Transportation and Development  
601 N. Morrison Blvd.  
Hammond, LA 70401  
(985) 375-0100

Patricia P. Brister, President  
St. Tammany Parish Government  
P.O. Box 628  
Covington, LA 70434  
(985) 898-2362

(Signature page follows.)

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

**WITNESSES:**

Anne Prichard  
Laurene Ojeda

**PARISH OF ST. TAMMANY,  
STATE OF LOUISIANA**

BY: Patricia P. Brister  
Patricia P. Brister, Parish President

**WITNESSES:**

[Signature]  
Casandra Gray

**STATE OF LOUISIANA  
DEPT OF TRANSPORTATION AND  
DEVELOPMENT**

BY: [Signature]  
For Secretary

**RECOMMENDED FOR APPROVAL**

BY: [Signature]

ST. TAMMANY PARISH COUNCIL

RESOLUTION

RESOLUTION COUNCIL SERIES NO: C-4404

COUNCIL SPONSOR: GOULD

PROVIDED BY: LEGAL DEPARTMENT

RESOLUTION TO ACKNOWLEDGE THE AUTHORITY PURSUANT TO HOME RULE CHARTER SECTIONS 1-04, 1-06, 3-01 AND 3-09 FOR ST. TAMMANY PARISH GOVERNMENT, THROUGH THE OFFICE OF THE PARISH PRESIDENT, TO EXECUTE AN AGREEMENT WITH THE STATE OF LOUISIANA, DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, FOR THE SIGNALIZATION OF THE INTERSECTION OF HIGHWAY 1088 WITH FOREST BROOK BOULEVARD (WARD 4, DISTRICT 7).

WHEREAS, Highway 1088 is a growing transportation corridor through areas of unincorporated Mandeville and recently began providing ingress and egress to Interstate 12; and

WHEREAS, there is a steady increase in traffic along the Highway 1088 corridor, and such conditions exist for motorists attempting to enter Highway 1088 from Forest Brook Boulevard which necessitate need for a traffic light; and

WHEREAS, St. Tammany Parish and the State of Louisiana, Department of Transportation and Development desire to enter into an agreement for traffic light controls at the intersection of Highway 1088 and Forest Brook Boulevard.

THE PARISH OF ST. TAMMANY HEREBY RESOLVES that St. Tammany Parish Government, through the Office of the Parish President, pursuant to Home Rule Charter sections 1-04, 1-06, 3-01 and 3-09, is authorized to execute an agreement with the State of Louisiana, Department of Transportation and Development which meets or exceeds all requirements of Louisiana law and jurisprudence, regarding the engineering, design, procurement and installation of traffic light controls at the intersection of Highway 1088 with Forest Brook Boulevard and to take all actions necessary, including entering into all agreements or negotiations in furtherance of the actions contemplated herein.

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

MOVED FOR ADOPTION BY: MR. GOULD SECONDED BY: MR. GROBY

YEAS: DEAN, SHARP, THOMPSON, FALCONER, GOULD, TANNER, GROBY, CANULETTE, BELLISARIO, O'BRIEN, STEFANCIK, BINDER, BLANCHARD, SMITH (14)

NAYS: (0)

ABSTAIN: (0)

ABSENT: (0)

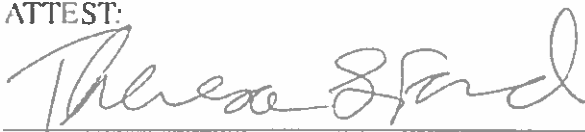


THIS RESOLUTION WAS DECLARED ADOPTED ON THE 6 DAY OF AUGUST, 2015, AT A REGULAR MEETING OF THE PARISH COUNCIL, A QUORUM OF THE MEMBERS BEING PRESENT AND VOTING.



RICHARD E. TANNER, COUNCIL CHAIRMAN

ATTEST:



THERESA L. FORD, COUNCIL CLERK

### **Resolution Administrative Comment**

RESOLUTION TO ACKNOWLEDGE THE AUTHORITY PURSUANT TO HOME RULE CHARTER SECTIONS 1-04, 1-06, 3-01 AND 3-09 FOR ST. TAMMANY PARISH GOVERNMENT, THROUGH THE OFFICE OF THE PARISH PRESIDENT, TO EXECUTE AN AGREEMENT WITH THE STATE OF LOUISIANA, DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, FOR THE SIGNALIZATION OF THE INTERSECTION OF HIGHWAY 1088 WITH FOREST BROOK BOULEVARD (WARD 4, DISTRICT 7).

Parish desires to enter into an agreement with DOTD for the signalization of the intersection of Hwy 1088 with Forest Brook Boulevard. DOTD will conduct the engineering and design of the signalization as well as construction of same. Parish will contribute funding to DOTD for the signalization equipment needed.

Parish's Public Works and Engineering Departments are requesting emergency approval for acknowledgment of authority to enter into an agreement with DOTD, as increasing traffic congestion necessitates rapid construction of signalization at the intersection for mitigation of safety and congestion concerns. Additional delays would move well into the start of the 2015-16 school year, causing additional safety and congestion concerns.