

INTERGOVERNMENTAL COOPERATIVE ENDEAVOR AGREEMENT
between the
STATE OF LOUISIANA
through the
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
and
PARISH OF CADDO
LA 3276 Road Exchange

This **INTERGOVERNMENTAL COOPERATIVE ENDEAVOR AGREEMENT** (“Agreement”), is made and entered into this _____ day of _____, 2022, in duplicate originals, by and between the State of Louisiana, through the Department of Transportation and Development (“DOTD” or “Department”), represented herein by its Secretary, and the Parish of Caddo (sometimes referred to hereinafter as “Entity”), a political subdivision of the State of Louisiana, represented herein by its Parish Administrator, Dr. Woodrow Wilson, Jr., for the public purposes hereinafter declared. DOTD and Entity are each sometime referred to herein as “Party” or collectively as “Parties”.

WITNESSETH:

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that, “[f]or 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;” and

WHEREAS, the actions and agreements provided for herein promote greater efficiency in the performance of DOTD’s mandated functions, as set forth in La. R.S. 48:21 *et seq.*, and La. R.S. 48:191 – 193, in particular; and

WHEREAS, in an effort to extend LA 3276 and connect I-49 to a future I-69 frontage road; and

WHEREAS, the Parish of Caddo wishes to cooperate with DOTD in its aforesaid effort under the terms and conditions as set forth herein below; and

WHEREAS, the Entity, by resolving to and entering into this Agreement, hereby request the proposed transfer of the ownership, operation, and maintenance of certain property, as set forth herein below, and pursuant to Ordinance No. _____ authorizing the Entity to enter into this Agreement with DOTD for the transfer of said property, a copy of which is attached hereto and made a part hereof by reference as Exhibit “1”, which Ordinance evidences the Entity’s willingness to accept same as a binding agreement pursuant to La. R.S. 48:224.1; and

WHEREAS, by entering into this Agreement, the Secretary accepts the provisions of Ordinance No. _____ in accordance with La. R.S. 48:224.1; and

WHEREAS, as part of said transfer, DOTD desires to relinquish ownership of whatever

rights it has, with the exception of any and all mineral rights, in and to certain property, as set forth herein below, in favor of Entity; and

WHEREAS, DOTD has determined that the conditions and requirements for the proposed road transfer are acceptable, that there is equity in the obligations exchanged, and that the mission of DOTD and the interests of the citizens of the State of Louisiana are best served by the exchange of rights and obligations contained herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto 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 DOTD agrees that it shall relinquish ownership of whatever rights it has, with the exception of any and all mineral rights, in and to the following described property (hereinafter, "Property") and all future liabilities, including, but not limited to, all future operation, maintenance, and repairs, associated therewith to the Entity, and the Entity agrees that it shall accept same:

Segment I: The portion of LA 530, beginning at the junction with US 71 and proceeding east approximately 0.73 miles to its junction with LA 3049.

Segment II: The portion of Box Rd, beginning at the junction with Mount Zion Rd and proceeding south approximately 0.39 miles to the end of DOTD maintenance at Brookwood Church Way.

Segment III: The portion of Barron Road Cutoff, beginning at the junction with US 171 and proceeding southeasterly approximately 0.20 miles to the junction with Barron Rd.

Segment IV: The portion of former LA 169, beginning at the Dead End Installation at LA 1 and proceeding east approximately 0.34 miles to its junction with relocated LA 169.

Segment V: The portion of LA 173, beginning at the junction with US 71 and proceeding northeasterly approximately 0.70 miles to its junction with LA 3049.

Segment VI: The portion of LA 530, beginning at the junction with LA 1 and proceeding east approximately 0.40 miles to its junction with LA 538.

Segment VII: The portion of LA 3049, beginning at the junction with US 71 and proceeding east and then southerly approximately 0.89 miles to its junction with Douglas Rd.

1.3 Additionally, DOTD certifies that Conditions I, II, and III required under the third “BE IT FURTHER ORDAINED” paragraph of Ordinance No. _____ of 2022 have been or will be accomplished and met prior to the transfer of segments of highways from the State to the Parish.

1.4 The Parish of Caddo agrees that it shall relinquish ownership of whatever rights it may own, with the exception of any and all mineral rights, in and to the following described property and all future liabilities, including, but not limited to, all future operation, maintenance, and repairs, associated therewith to the State of Louisiana, and the State of Louisiana agrees that it shall accept same:

Segment VIII: Any portion(s) of existing Parish routes chosen under the selected alternative route for S.P. No. H.014054, beginning at or near Ellerbe Rd and proceeding east to its junction with LA 1 and further shown in Exhibit “A”.

ARTICLE II RESPONSIBILITIES OF THE PARTIES

2.1 Responsibilities of DOTD

2.1.1 DOTD hereby agrees, at the proper time and under the conditions specified herein, to transfer ownership of each of the above described segments of the Property by executing for each an Act of Transfer and Acceptance transferring the Property; and DOTD shall record each of the said Acts of Transfer and Acceptance in the conveyance records for the Parish of Caddo, State of Louisiana, and shall provide Entity with a certified copy of same, and no additional monitoring of the Property by DOTD will be performed due to the Property’s future maintenance as a Parish Road.

2.2 Responsibilities of Entity

2.2.1 Entity hereby agrees to provide notification to public utilities and other holders of recorded right-of-way agreements or permits affected by the transfers contemplated herein.

2.2.2 Entity represents that it has notified each member of the state legislature in whose district the Property is located; and by execution of this Agreement, Entity further represents it has received approval from a majority of the state legislative delegation from Caddo Parish to participate in the road exchange contemplated herein.

2.2.3 Entity will execute documents necessary to effectuate the transfer of the ownership of

each portion of roadway, and shall accept all future liabilities, including, but not limited to, all future operation, maintenance, and repairs, associated with the ownership, operation and maintenance of the Property described herein above as a Parish Road.

2.2.4 Entity hereby agrees that, in the event Entity fails to execute any transfer and acceptance provided for or contemplated by this Agreement regarding any portion of roadway owned by Entity prior to the term of this Agreement that is taken into the state highway system pursuant to this Agreement, said portion of roadway shall revert back to Entity in full ownership and as part of Entity's system of roads.

ARTICLE III TERM

This Agreement shall commence on the date first written above and shall remain in effect until all obligations contained herein have been performed, unless terminated earlier in accordance with Articles IV, VIII or written mutual consent of the parties.

ARTICLE IV TERMINATION

4.1 Termination for Cause. DOTD or the Entity may terminate this Agreement for cause based upon the failure of the other party to comply with the terms and conditions of the Agreement, provided that the party wishing to terminate shall give the other party written notice specifying the other party's failure. If within thirty (30) days after receipt of such notice, the other party shall not have either corrected such failure or thereafter proceeded diligently to complete such correction, then the party wishing to terminate the Agreement may, at its option, place the other party in default, and the Agreement shall terminate on the date specified in such notice.

4.2 Termination for Convenience. This Agreement may be terminated by mutual consent of the Parties which requires a written agreement executed by the Parties hereto.

ARTICLE V OWNERSHIP OF DOCUMENTS

All records, reports, documents and other material delivered or transmitted to the Entity by DOTD shall remain the property of DOTD and shall be returned by the Entity to DOTD, at the Entity's expense, at termination or expiration of this Agreement.

ARTICLE VI ASSIGNMENTS

Neither party may assign any interest in this Agreement by assignment, transfer, or novation without prior written consent of the other party.

ARTICLE VII AUDITORS

It is hereby understood and 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 the Entity and DOTD that relate to this Agreement. The Entity shall be audited in accordance with La. R.S. 24:513.

ARTICLE VIII FUNDING CERTIFICATION

The execution of this Agreement shall serve as certification by DOTD of the availability of funds sufficient to fulfill the requirements of the Agreement, as of the date written above. Nonetheless, the continuation of this agreement is subject to the conditions of Article IX herein.

ARTICLE IX FISCAL FUNDING AND APPROVAL CONTINGENCIES

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 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. The continuation of this Agreement is also conditioned upon the approval of the director of the Office of State Procurement or the Commissioner of Administration.

ARTICLE X INDEMNIFICATION

The Entity shall indemnify and save harmless DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Entity, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the

discharge or performance of the terms of this Agreement. Such indemnification shall include the DOTD fees and costs of litigation, including, but not limited to, reasonable attorney fees.

ARTICLE XI DISCRIMINATION CLAUSE

11.1 The parties agree to abide by the requirements of the following as applicable: Titles 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 Veterans' 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.

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

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

ARTICLE XII 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 of the law.

ARTICLE XIII

ENTIRE AGREEMENT/MODIFICATIONS

This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties on the same subject matter. No representations were made or relied upon by either party, other than those that are expressly set forth herein. Any modification or amendment of this Agreement shall be valid only when it has been reduced to writing and executed by both parties and approved by the Director of the Office of State Procurement, or the Commissioner of Administration, as appropriate.

ARTICLE XIV CONTROLLING LAW, LEGAL COMPLIANCE, AND VENUE

14.1 The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana. In the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana.

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

14.3 The exclusive venue for any suit arising out of this Agreement shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana.

ARTICLE XV PROVISION REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the agreement shall forthwith be amended to make such insertion or correction.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first written above.

WITNESSES:

CADDO PARISH

(Witness for First Party)

By: _____
Dr. Woodrow Wilson, Jr., Administrator

(Witness for First Party)

WITNESSES:

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND
DEVELOPMENT**

(Witness for Second Party)

By: _____
Shawn D. Wilson, Ph.D., Secretary

(Witness for Second Party)

RECOMMENDED FOR APPROVAL

By: _____
Division Head