



April 2, 2020

MEMORANDUM

TO: Metropolitan Council Members

FROM: Department of Transportation and Drainage

RE: Authorizing the Mayor-President to execute the amended Cooperative Endeavor Agreement Amendment #3 between Louisiana State Department of Transportation and Development (DOTD) and the City of Baton Rouge, Parish of East Baton Rouge in connection with the MOVEBR Program.

RECOMMENDATION

The Department of Transportation and Drainage recommends approval of this Item.

BACKGROUND

The City-Parish is requesting approval to sign Intergovernmental Cooperative Endeavor Agreement Amendment #3 with DOTD to accelerate the delivery of the MOVEBR Program by agreeing that the State Routes that will become local roads will be designed using local standards and that this process offers opportunities to reduce the time necessary to complete plans specifications and bid documents for construction letting this accelerating program delivery.

Respectfully submitted,

Fred Raiford
Director of Transportation and Drainage

xc: Mr. Darryl Gissel, Chief Administrative Officer
Mr. Kelvin Hill, Assistant Chief Administrative Officer
Ms. Ashley Beck, Council Administrator/Treasurer

AMENDMENT NO. 3
INTERGOVERNMENTAL COOPERATIVE ENDEAVOR AGREEMENT
between the
STATE OF LOUISIANA
through the
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
and
CITY OF BATON ROUGE and PARISH OF EAST BATON ROUGE
PHASE II ROUTES

This **AMENDMENT NO. 3** to the **INTERGOVERNMENTAL COOPERATIVE ENDEAVOR AGREEMENT (CEA)** between the parties dated September 19, 2016 ("Phase II Agreement"), is made and entered into this _____ day of _____ 2020, 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 City of Baton Rouge and the Parish of East Baton Rouge (sometimes referred to hereinafter as "Entity"), a political subdivision of the State of Louisiana, represented herein by its Mayor-President, for the public purposes hereinafter declared.

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 reduce the size of the state highway system, rectify inequities in the distribution of state highway miles among parishes, and empower local governments through the "right-sizing" of the state highway system and in further compliance with La. R.S. 48:191; and

WHEREAS, the City of Baton Rouge and the Parish of East Baton Rouge wishes to cooperate with DOTD in its aforesaid effort and to participate in DOTD's voluntary road transfer program, under the terms and conditions as set forth herein below; and

WHEREAS, the Entity and its Mayor-President, 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 Resolution Number 53633 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 "A", which Resolution 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 Resolution No. 53633 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 the Entity; and

WHEREAS, the voters of East Baton Rouge Parish approved a referendum to levy a 0.50 percent sales tax to be collected for 30 years commencing April 1, 2019 to and including March 31, 2049 and the proceeds thereof shall be used to (A) (i) to construct or improve roads, including drainage projects and traffic synchronization, within the cities of Baton Rouge, Baker, Central and Zachary and the Parish of East Baton Rouge (the "Parish"), (ii) to improve existing corridors to increase mobility, including signal synchronization and sidewalks, and (iii) to construct community enhancement projects, including drainage, lights and sidewalks, within the cities of Baton Rouge, Baker, Central and Zachary and the Parish, and (B) to improve the Advanced Traffic Management Center, such improvements prioritized (i) within the Parish and Baton Rouge as described in the MOVEBR Plan dated August 8, 2018, and (ii) within Baker, Zachary and Central, as determined by the applicable governing authority, and shall the aforementioned political subdivisions be authorized to fund proceeds of the Sales Tax into bonds as permitted by the laws of Louisiana.; and

WHEREAS, the Entity has proceeded with financial transactions and sold \$150 million in General Obligation bonds to expedite delivery of the MOVEBR program, and the provisions of said bond sale require most bond proceeds to be expended within 3 years of commercial closing; and

WHEREAS, it is the expressed intent of the parties to accelerate the delivery of the MOVEBR program to achieve compliance with bond covenants and therefore desire to accelerate the implementation of the provisions of the Phase II Agreement between DOTD and the City of Baton Rouge and the Parish of East Baton Rouge; and

WHEREAS, by agreement, state routes that will become local roads will be designed using local standards and that this process offers opportunities to reduce the time necessary to complete plans, specifications and bid documents for construction lettings thus accelerating program delivery, and

WHEREAS, accelerating the implementation of the selected segments of the Phase II Agreement provides advanced decision making and direction for streamlining the delivery of those MOVEBR projects contained and affected by the Phase II Agreement; and

WHEREAS, the parties desire to clarify the processes and procedures to implement said intent and enjoy potential efficiencies to be gained from said acceleration including future cost savings; and

WHEREAS, the parties previously entered into an Intergovernmental Cooperative Endeavor Agreement dated September 19, 2016, and its Amendment No. 1 dated March 6, 2017, and its Amendment No.2 dated September 27, 2018 in connection with the proposed transfer of the Phase II State Routes to the City of Baton Rouge and the Parish of East Baton Rouge, and now the parties wish to amend said Intergovernmental Cooperative Endeavor Agreement to amend ARTICLE II – RESPONSIBILITIES OF THE PARTIES as provided herein below.

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

1.

Paragraph 2.1.1 is hereby amended to read as follows:

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 East Baton Rouge, 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 City-Parish street.

The specific DOTD projects that impact the MOVEBR program projects (Exhibit B) that are designated to become local roads will use local design standards and design approval processes. A Memorandum of Understanding (MOU) detailing the responsibilities of the DOTD through its Chief Engineer and the East Baton Rouge Parish through its Chief Engineer will be developed and signed for each project in order to establish pre construction responsibilities and whether additional road transfer credits will be provided to the Entity in the amount of DOTD estimated repair costs for state routes that DOTD was obligated to repair, but were transferred in their current condition as mutually agreed to by the Department and the City of Baton Rouge and the Parish of East Baton Rouge. The recordation of the Acts of Transfer and Acceptance will occur prior to the construction bid letting unless already transferred.

2.

Paragraph 2.1.2, CONDITION II is hereby amended to read as follows:

CONDITION II: DOTD shall provide a total of \$75,220,760.09 in road transfer credit to the City of Baton Rouge and the Parish of East Baton Rouge to be applied to the improvements in the Conditions stated herein below, representing \$71,517,446.09 in road transfer credit from the original Intergovernmental Cooperative Endeavor Agreement dated September 19, 2016, plus \$1,653,616.00 in road transfer credit representing the estimated repair cost for the transfer of state route LA 427 (known as Perkins Road) in its current condition from its intersection with state route LA 42 (known as Highland Road) proceeding northwest to its intersection with state route LA 3246 (known as Siegen Lane), and plus \$2,049,698.00 in road transfer credit representing the estimated repair cost for the transfer of state route LA 426 (known as Old Hammond Highway) in its current condition from its intersection with the local road known as Sherwood Forest

Boulevard proceeding northeast to its intersection with state route LA 3245 (known as O'Neal Lane).

3.

Paragraph 2.1.2, CONDITION VI is hereby amended to read as follows:

CONDITION VI: Apply the road transfer credit described in Condition II unused by the performance of Conditions III, IV and V, if any, to satisfy the City of Baton Rouge and the Parish of East Baton Rouge's \$12,000,000 commitment to a state project to reconstruct and widen interstate I-10 in East Baton Rouge Parish.

4.

Paragraph 2.1.2, CONDITION XII is hereby amended to read as follows:

CONDITION XII: Apply the remaining balance of road transfer credit described in Condition II unused by the performance of Conditions III, IV, V, VI, VII, VIII, IX, X and XI herein above, if any, towards the City-Parish's share of funding under a program of the Department affecting the City-Parish, or towards a project in the MOVEBR program as mutually agreed to by the Department and the City of Baton Rouge and the Parish of East Baton Rouge.

5.

Paragraph 2.1.2, CONDITIONS XIII and XIV are hereby deleted from the Phase II Agreement:

~~CONDITION XIII: Construct the extension of local road known as North Dual Street as mutually agreed to by the Department and the City of Baton Rouge and Parish of East Baton Rouge, not to exceed the remaining balance of road transfer credit provided in Condition II unused by the performance of Conditions III, IV, V, VI, VII, VIII, IX, X, XI and XII, if any.~~

~~CONDITION XIV: Apply the remaining balance of road transfer credit described in Condition II unused by the performance of Conditions III, IV, V, VI, VII, VIII, IX, X, XI, XII and XIII, if any, to a project in the "Green Light Plan" as mutually agreed to by the Department and the City of Baton Rouge and the Parish of East Baton Rouge.~~

6.

The parties hereto further agree that all provisions of the above referenced Intergovernmental Cooperative Endeavor Agreement dated September 19, 2016, and its Amendment No. 1 dated March 6, 2017, and its Amendment No.2 dated September 27, 2018 between DOTD and the City of Baton Rouge and the Parish of East Baton Rouge, to the extent not inconsistent with this Amendment No. 3, shall remain in full force and effect.

CEA: Amendment #3 DOTD/City-Parish
Phase II Routes in City of Baton Rouge and Parish of East Baton Rouge
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first written above.

WITNESSES:

**CITY OF BATON ROUGE and
PARISH OF EAST BATON ROUGE**

(Witness for First Party)

By: _____
Sharon Weston Broome, Mayor-President

(Witness for First Party)

RECOMMENDED FOR APPROVAL

By: _____
Parish Attorney's Office

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

EXHIBIT "B"

Amendment #3

Segments and MOVEBR Program Projects

Seg. No.	State Route	Limits	Impacted MOVEBR Project 1	Impacted MOVEBR Project 2
5	LA 30 (Nicholson Dr)	LA 42 (Burbank Dr) to Ben Hur Rd	Nicholson Dr Seg 1 (Brightside - Gourrier)	
6	LA 30 (Nicholson Dr)	Ben Hur Rd to LA 327 (Gardere Ln)	Nicholson Dr Seg 2 (Bluebonnet- Ben Hur)	Staring Lane Extension
8	LA 42 (Burbank Dr)	LA 3246 (Siegen Ln) / LA 42 (Highland Rd) to LA 327 (Gardere Ln)	Highland @ Siegen	
23	LA 73 (Old Jefferson)	LA 948 (Highland Rd) to Tigerbend Rd	Antioch (Jefferson to T1ger Bend)	Jones Creek Rd (Tiger Bend to A~rhne)
25	LA 3246 (Siegen Ln)	LA 42 (Highland Rd) to Perkins Rd	Highland @ Siegen	Perkins Rd (Pecue Siegen)
26	LA 3246 (Siegen Ln)	Perkins Rd to North Mall Dr	Perkins Rd (Pecue Siegen)	
28	LA 427 (Perkins Rd)	LA 3064 (Essen Ln) to College Dr	College Drive	Hennessey-Perkms Connector
29	LA 427 (Perkins Rd)	College Dr to LA 427 (S Acadian ThrwY)	College Dnve	
35	LA 426 (Old Hammond Hwy)	LA 73 (Jefferson Hwy) to US 61 (Airline Hwy)	Drusilla lane (Jefferson to Old Hammond Hwy)	Jefferson (LA 73)@ Corporate Intersection
42	LA 73 (Jefferson Hwy)	US 61 (Airline Hwy West Frontage Rd) to Chelsea Dr	Jefferson (LA 73) @ Bluebonnet Intersection	
44	LA 73 (Jefferson Hwy)	LA 3064 (Essen Ln) to LA 426 (Old Hammond Hwy)	Jefferson (LA 73)@ Corporate Intersection	
51	LA 67 (Plank Rd)	Birch St to Chippewa St	Plank Road	
52	LA 67 (Plank Rd)	Chippewa St to Dawson Dr	Plank Road	
54	LA 946 (Joor Rd)	LA 37 (Greenwell Springs Rd) to Jones Bayou Bridge	Sherwood Forest Extn (Greenwell Spr. - Joor)	Mickens Rd (Hooper Rd - Joor Rd)
59	LA 423 (Thomas Rd)	LA 19 (Scotland-Zachary Hwy) to LA 67 (Plank Rd)	Thomas Road	