

ENGINEERING DIRECTIVES AND STANDARDS

Volume : I **Revision Date :** 04/17/2013
Chapter : 1 **Subject :** ROAD TRANSFER PROGRAM
Section : 1
Directive : 27

1. Purpose:

This directive establishes a uniform policy to transfer the ownership of state route segments to local governments in response to their request to the Department and in compensation for the Department agreeing to provide specified valuable and equitable considerations such as improvements to state route segments as a condition of the transfer of ownership.

2. Scope:

The transfer of ownership of state route segments in compensation for the Department providing specified valuable and equitable considerations in exchange is governed by this policy, EDSM I.1.1.10 and EDSM I.1.1.19 where applicable. However, when a portion of the specified value provided by the Department or the local government includes the transfer of funds, a cooperative endeavor agreement not governed by this policy is required.

3. Policy:

The transfer of ownership of state route segments to local governments that are deemed not to be consistent with the mission of the state highway system shall be conducted according to the procedures established herein. However, it shall not violate the requirements of LRS 48:191, LRS 48:192, LRS 48:221, LRS 48:224 and LRS 48:224.1; or any other state law, or the Executive Order for cooperative endeavor agreements according to Article VII, Section 14, Subsection C of the Louisiana Constitution.

4. Objective:

This policy provides the Department with the basis and a method to consistently negotiate, process, and execute binding agreements on behalf of the State of Louisiana with local governments to transfer to the local governments the ownership of state route segments deemed not consistent with the mission of the state highway system. The state's role in transportation, particularly the highway system, is to ensure that Louisiana is connected with the rest of the country and the world; provide for the movement of people, goods, and services between and through urban areas; and maintain a basic farm-to-market network in the rural area.

The Department's goal is to reduce the size of the State Highway System to a core network of 12,000 miles or less, in part by facilitating local governments to agree to accept the transfer of ownership of the remaining state route segments in compensation for the Department providing mutually agreed to valuable and equitable considerations as a condition of the transfer.

5. Procedure:

Proposed transfers of state route segments to local governments in compensation for the Department providing specified valuable and equitable considerations in exchange and initiated by the local governments will be processed by the Department as follows:

5.1 The District will facilitate and receive proposals from the governing bodies of local governments to accept the transfer of ownership of certain state route segments in exchange for valuable and equitable considerations to be provided by the Department as a condition of the transfer of ownership. The District will provide the proposal to the Office of Multimodal Planning for consideration. The District will prepare and submit an estimate of quantities and cost for the proposed improvements to the state highway system as a condition of the transfer of ownership, an evaluation of the feasibility and equity of the proposal, and a recommendation regarding its acceptability.

5.2 The Office of Multimodal Planning will determine if the proposed state route segment functions appropriately as roads typically owned by local governments or if it better serves the mission of the State Highway System and thereby if it is appropriate or not for it to remain on the State Highway System. If the Office of Multimodal Planning concludes that it is appropriate to transfer the ownership of the proposed state route segment to the local government and that the specified compensation requested is equitable, it will develop a form of resolution and draft cooperative endeavor agreement acceptable to the Department that describes the proposed transfer and its conditions, and submit it to the District with the following notifications as may be required to:

5.2.1 Prepare and submit an estimate of the quantities and cost for the proposed improvements to the state route segments as a condition of the transfer of ownership.

5.2.1.1 The estimate should typically be for the treatment recommended by the Department's pavement management system subject to field verification by the District.

5.2.1.2 In the event significant truck traffic is expected, the design of the improvements should appropriately reflect the truck traffic to be sustained.

5.2.1.3 If there is a feasible bypass for the expected truck traffic onto adjacent state routes, the placement of regulatory signs restricting truck traffic on the route segment may be considered if the local government agrees and requests such signs.

5.2.2 Develop an equity analysis as may be necessary based on a present value analysis using a 40 year period, a 2% inflation rate, and a 4% discount rate applied to routine maintenance treatments and operations expected over the 40 year period to estimate costs, including traffic signal costs, pavement management system treatment costs and bridge management system bridge specific treatment costs.

5.2.3 Provide a recommendation concerning the evaluation of the feasibility and equity of the transfer of ownership of the state route segment and any other specified considerations.

5.2.4 Negotiate and expedite the adoption of a resolution and the execution of a cooperative endeavor agreement by the governing body of the local government that is a mutually satisfactory and equitable exchange of value and similar to the form of resolution and draft cooperative endeavor agreement appended hereto.

5.3 The Office of Multimodal Planning will review the contents of the resolution and cooperative endeavor agreement adopted by the governing body of the local government agreeing to accept the transfer of ownership for acceptability to the Department and provide a recommendation to the Secretary with concurring correspondence for the Secretary's signature. The Secretary may either accept or decline the resolution. If the Secretary accepts the resolution, the cooperative endeavor agreement shall be executed by the Department as a binding agreement between the State and the local government, and an original of the cooperative endeavor agreement shall be delivered by hand, receipted for, or by certified mail to the local government, and the Office of Multimodal Planning will provide the District with a copy of the conformed agreement. The District may then seek and secure a funding source through the Office of Multimodal Planning and develop plans and specifications that reflect the conditions of the agreement.

5.4 When the conditions of the agreement are believed to have been met, the District will obtain the concurrence of the local government and request the Real Estate Section to process an act of transfer and acceptance to transfer the ownership of the state route segment according to the agreement.

- 5.5 The Real Estate Section will process the act of transfer and acceptance and perform the portion of the following process deemed necessary to extinguish the Department's ownership of – and the associated liabilities for – the state route segment:
- 5.5.1 Secure concurrence for the reduction of right of way from the FHWA when appropriate.
 - 5.5.2 Provide notification to public utilities and other holders of recorded right of way agreements or permits affected by the transfer and to each member of the State Legislature in whose district the transfer is located.
 - 5.5.3 Prepare and execute an act of transfer and acceptance between the State and the local government for the transfer of ownership of the state route segment to the local government that is consistent with the agreement that includes the resolution adopted by the governing body of the local government and its acceptance by the Secretary, and the executed cooperative endeavor agreement.
 - 5.5.4 Record or cause to be recorded the act of transfer and acceptance in the office of the appropriate parish clerk of court.

6. Responsibility:

- 6.1 The District will serve as the principal point of contact between the local governments and the Department. The District will inform the local governments in their region about the road transfer program. The District will facilitate and receive proposals from the local governments to accept the transfer of ownership of state route segments. The District will evaluate a proposal made by a local government and develop a recommendation regarding its feasibility and equity. If a proposal is considered feasible, the District will submit its recommendation to the Office of Multimodal Planning, and if approved, the District will prepare a form of resolution and draft cooperative endeavor agreement acceptable to the Department. The form of resolution and draft cooperative endeavor agreement will consist of forms similar in content to the appended forms. The District will present the form of resolution and cooperative endeavor agreement to the governing body of the local government for its consideration. The District will seek and secure a funding source through the Office of Multimodal Planning and develop plans and specifications that reflect the conditions of the agreement between the State and the local government. The District will administer the construction contract as may be necessary, and when the conditions of the agreement are believed to have been met, seek the concurrence of the local government and request the Real Estate Section to proceed with the act of transfer and acceptance.
- 6.2 The Office of Multimodal Planning will attempt to expedite the review of proposed agreements to transfer the ownership of state route segments to local governments. The Office of Multimodal Planning will serve as a repository for executed agreements and will revise and maintain the current description of the state highway system reflecting the resulting change caused by the transfer ownership of a state route segment to a local government.
- 6.3 The Secretary may decline or accept, on behalf of the State, the resolution and cooperative endeavor agreement adopted by the governing body of the local government proposing to accept the transfer of ownership of a state route segment once the specified conditions are met. The cooperative endeavor agreement, executed by the Secretary and by the authorized executive officer of the local government as specified in the adopted resolution, forms a binding agreement between the local government and the State.

6.4 The Real Estate Section will prepare the act of transfer and acceptance to transfer ownership of the state route segment to the local government according to the agreement, record or cause to be recorded, the act of transfer and acceptance in the conveyance records in the office of the appropriate parish clerk of court, and transmit copies of the recorded act to the following units of the Department; the District where the transferred segment is located, Road Design Section, Data Collection and Analysis Section, Contract Services Section, and Traffic Engineering Development Section.

RICHARD L. SAVOIE
CHIEF ENGINEER

INTERGOVERNMENTAL COOPERATIVE ENDEAVOR AGREEMENT
between the
STATE OF LOUISIANA
through the
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
and
******* PARISH/CITY/TOWN**
Routes LA ** and LA ******

This **COOPERATIVE ENDEAVOR AGREEMENT** (“Agreement”), is made and entered into this _____ day of _____, 201__, in duplicate originals, by and between the State of Louisiana, through the Department of Transportation and Development (DOTD), represented herein by its Secretary, and the **Parish/City/Town of ******* (sometimes referred to hereinafter as “Entity”), a political subdivision of the State of Louisiana, represented herein by its **Parish President/Mayor/Etc.**, 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 **Parish/City/Town of ******* 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 **Parish President/Mayor/Etc.**, 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 _____** 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. _____ [insert same resolution number as above] 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

[THE FOLLOWING PARAGRAPH IS ONLY TO BE INCLUDED FOR TRANSFERS WHERE DOTD IS TEMPORARILY TAKING A LOCAL ROAD INTO ITS SYSTEM TO MAKE IMPROVEMENTS, AND THEN RETURNING SAME TO THE ENTITY]

WHEREAS, upon satisfaction of Condition # [INSERT the condition number from below relative to work on the local road to be taken temporarily into the state system] herein below, DOTD further desires to relinquish ownership of whatever rights it has in and to the property consisting of [specify the name, number, limits, approximate length, etc. of the local road to be taken temporarily into the state system], 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, that DOTD is receiving an equivalent value in exchange for the proposed road transfer, 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, “the 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:

[INSERT DESCRIPTION OF ALL STATE ROUTE SEGMENTS TO BE TRANSFERRED TO PARISH. THIS WILL BE THE SAME AS THE PROPERTY DESCRIPTIONS IN THE RESOLUTION.]

For example:

Segment 1 – The portion of state route LA [Identify each segment of road by route

number (and name, if available) and specify the limits of the segment of roadway to be transferred to Entity, including any to be taken temporarily into the state system for repairs/improvements.]

Segment 2 – [Same as above if more than one segment/road being transferred]

[THE FOLLOWING PARAGRAPH IS ONLY TO BE INCLUDED FOR TRANSFERS WHERE DOTD IS TEMPORARILY TAKING A **LOCAL ROAD** INTO ITS SYSTEM TO MAKE IMPROVEMENTS, AND THEN RETURNING SAME TO THE ENTITY]

1.3 DOTD agrees that it shall relinquish ownership of whatever rights it has acquired, or may acquire as a consequence of the performance of its obligations pursuant to this Agreement, in and to the following described property (hereinafter, “the 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:

[INSERT DESCRIPTION OF ANY/ALL **LOCAL ROUTE SEGMENTS** TO BE TAKEN INTO THE STATE SYSTEM, IMPROVED, THEN RETURNED TO THE ENTITY. THIS WILL BE THE SAME AS THE PROPERTY DESCRIPTIONS IN THE RESOLUTION.]

Segment 3 -- (Continue numeration of segments from above.)

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 ***** , State of Louisiana, and shall provide Entity with a certified copy of same.

2.1.2 DOTD hereby agrees to the following conditions:

[Use the following only as a guide/examples; each agreement will be different, but all “conditions” concerning the work DOTD will perform, as well as the provision of road transfer credits, must be included. This is the substance and a main object of the agreement for the local entities, so care should be taken to be very clear and specific. THIS WILL BE THE SAME AS THE CONDITIONS IN THE REOLUTION.]

CONDITION I: Provide repairs to include [insert a detailed description here of the work that will be done on the state segment to be transferred] for the portion of state route LA **** to be transferred to the Parish/City/Town and according to the plans and specifications for state project H.0*****.

CONDITION II: Provide \$*****.00 in road transfer credit for the portion of the state route LA **** to be transferred to ***** Parish/City/Town to be applied to the aforesaid improvements in Conditions # and # with any remaining balance of the road transfer credit to be applied to additional improvements along state route LA **** in ***** Parish/City/Town as mutually agreed to by the parties hereto.

[THE FOLLOWING PARAGRAPH IS ONLY TO BE INCLUDED FOR TRANSFERS WHERE DOTD IS TEMPORARILY TAKING A LOCAL ROAD INTO ITS SYSTEM TO MAKE IMPROVEMENTS, AND THEN RETURNING SAME TO THE ENTITY]

CONDITION III: DOTD shall take into the state highway system and provide repairs to include **** (cold planning, cement treated base, etc.) to [specify roadway portion/segment to be improved]

[Use the following for any additional work on state routes for which we are applying any remaining balance of the above road transfer credit after all other conditions are met.]

CONDITION IV: [Insert description of the work to be performed and where, similar to Condition I, above], not to exceed the balance remaining of the \$*****.00 unused by the performance of Condition(s) III, etc. [and as appropriate] herein above.

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 ***** Parish to participate in the road transfers contemplated herein.

2.2.3 Upon issuance of each Final Acceptance by DOTD of the construction projects relative to the satisfaction of the conditions set forth herein above, Entity will execute documents necessary to effectuate the transfer of the ownership of each portion of roadway to be transferred pursuant to this Agreement, 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/City/Town Route.

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 upon completion and Final Acceptance of any work of repair or improvement contained in any Condition herein above relative to said portion of roadway.

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.

ARTICLE IV TERMINATION

The 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.

ARTICLE V OWNERSHIP OF DOCUMENTS

All records, reports, documents and other material delivered or transmitted to the Entity by the DOTD shall remain the property of the DOTD and shall be returned by the Entity to the 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 the DOTD that relate to this Agreement. The Entity shall

be audited in accordance with La. R.S. 24:513.

ARTICLE VIII 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.

ARTICLE IX INDEMNIFICATION/INSURANCE

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's fees.

ARTICLE X DISCRIMINATION CLAUSE

10.1 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 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.

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

10.3 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 XI 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 XII 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, executed by both parties and approved by the Director of the Office of Contractual Review, Division of Administration.

ARTICLE XIII CONTROLLING LAW, LEGAL COMPLIANCE AND VENUE

13.1 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.

13.2 DOTD and the Entity 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.

13.3 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.

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

WITNESSES:

NAME OF PARISH/CITY/TOWN

(Witness for First Party)

By: _____
***** President/Mayor/Etc., as appropriate

(Witness for First Party)

WITNESSES:

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

(Witness for Second Party)

By: _____
Secretary

(Witness for Second Party)

RECOMMENDED FOR APPROVAL

By: _____
Division Head

Resolution

WHEREAS, The [insert the full name of governing authority for Entity, i.e., ***** Parish Police Jury/City Council/Town/Etc.] agrees to accept ownership of whatever rights the State of Louisiana, through the Department of Transportation and Development (Department), may own in and to the following described property and agrees to accept all future rights, obligations and liabilities, including, but not limited to, all future operation, maintenance, and repairs associated therewith, for its operation and maintenance as a parish/city/town road, subject to the conditions stated herein below:

[Insert description of all state route segments to be transferred to the Parish/City/Town. THIS WILL BE THE SAME AS THE PROPERTY DESCRIPTIONS IN THE CEA]

For example:

The portion of state route LA 1064 known as River Road from its northeast intersection with state route LA 443 known as Morris Road proceeding southeast approximately 4.83 miles to its intersection with state route US 190.

[INSERT THE DESCRIPTION OF LOCAL ROUTES THAT WILL BE TRANSFERRED BACK TO THE ENTITY AFTER IMPROVEMENT, IF APPLICABLE.]

For Example:

Upon satisfaction of Condition # herein below, Lee's Landing Road (former LA 445) from its intersection with state route LA 22 proceeding south approximately 2.74 miles to its terminus at Lee's Landing boat launching facility.

The [insert the full name of governing authority] agrees to accept ownership of whatever rights the Department may own in and to the aforesaid described property if and only when the Department completes the following:

[Use the following only as a guide/example; each agreement will be different, but all "conditions" concerning the work DOTD will perform, as well as the provision of road transfer credits, must be included. This is the substance and main object of the agreement, so care should be taken to be very clear and specific. THIS WILL BE THE SAME AS THE CONDITIONS IN THE CEA.]

CONDITION I: Provide repairs to include [insert a detailed description here of the work that will be done on the state segment to be transferred] for the portion of state route LA **** to be transferred to the Parish/City/Town and according to the plans and specifications for state project H.0*****.

CONDITION II: Provide \$*****.00 in road transfer credit for the portion of state route LA **** to be transferred to Parish/City/Town to be applied to the aforesaid improvements in Conditions # and # with any remaining balance of the road transfer

credit to be applied to additional improvements along state route LA **** in ***** Parish/City/Town as mutually agreed to by the Department and the [insert the full name of governing authority].

[THE FOLLOWING PARAGRAPH IS ONLY TO BE INCLUDED FOR TRANSFERS WHERE DOTD IS TEMPORARILY TAKING A LOCAL ROAD INTO ITS SYSTEM TO MAKE IMPROVEMENTS, AND THEN RETURNING SAME TO THE ENTITY]

CONDITION III: DOTD shall take into the state highway system and provide repairs to include ***** (cold planning, cement treated base, etc.) to [specify roadway portion/segment to be improved]

[Use the following for any additional work on state routes applying any remaining balance of the above road transfer credit after all other conditions are met.]

CONDITION IV: [Insert description of the work to be performed and where, similar to Condition I, above], not to exceed the balance remaining of the \$*****.00 unused by the performance of Condition(s) III, etc. [and as appropriate] herein above.

BE IT RESOLVED, That the [insert the full name of governing authority] shall accept ownership of whatever rights the Department may own in and to the aforesaid described property as a binding agreement between the Department and the [insert the full name of governing authority], provided the Department complies with the conditions stated herein.

BE IT FURTHER RESOLVED That the [insert the full name of governing authority] authorizes the [title of executive officer of Entity] of the [insert the full name of governing authority] to execute a Cooperative Endeavor Agreement between the Department and the [insert the full name of governing authority] memorializing the agreement between the parties relative to the above stated property transfers.

BE IT FURTHER RESOLVED, That the [insert the full name of governing authority] authorizes the [title of executive officer of Entity] of the [insert the full name of governing authority] to execute any and all documents necessary to effect the transfer of the aforesaid described property upon the satisfaction of the above stated conditions, each such transfer to occur and the appropriate documents to be executed upon the completion of the improvements thereto as set forth herein above.

BE IT FURTHER RESOLVED That the [insert the full name of governing authority] hereby represents that it has received approval from a majority of the state legislative delegation from ***** Parish of the actions contemplated herein.

On motion by _____ and seconded by _____, the above and foregoing resolution was declared duly adopted on this, the _____ day of _____, 201__.

[Name and title of executive officer of Entity]

, Secretary-Treasurer

[insert the full name of governing authority]

[insert the full name of governing authority]

I hereby certify that the above and aforementioned resolution was adopted by the [insert the full name of governing authority] in regular session convened on _____, 201__ at which a quorum was present, given under my signature and seal of office this _____ day of _____, 201__.

Secretary-Treasurer