

**INTERGOVERNMENTAL AGREEMENT**  
**VIDEO SHARING**  
**between**  
**THE STATE OF LOUISIANA**  
**through the**  
**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**  
**and**  
**“THE CITY OF SHREVEPORT”**

**THIS INTERGOVERNMENTAL AGREEMENT** (here in after referred to as “Agreement”) is made and executed in three (3) originals on this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Louisiana Department of Transportation and Development (hereinafter referred to as “LADOTD”) whose principal place of business is 1201 Capital Access Road, Baton Rouge, Louisiana, 70804, and the CITY OF SHREVEPORT (hereinafter referred to as “CITY”), a political subdivision of the State of Louisiana, through its duly authorized representative, Mayor Adrian D. Perkins , whose principle place of business is 505 Travis Street, Shreveport, Louisiana 71101.

**WHEREAS**, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides, in pertinent part, that “For 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**, LADOTD wishes to cooperate with the CITY in the manner as hereinafter provided; and

**WHEREAS**, consistent with the statutory purposes contained in Title 48 of the Louisiana Revised Statues of 1950, LADOTD monitors traffic and roadway conditions on and around state highway systems for use in promoting highway safety and relieving highway congestion; and

**WHEREAS**, LADOTD, through its Advanced Traffic Management System (ATMS), LADOTD operates closed circuit cameras on certain portions of Interstate highways statewide (“camera systems”) capable of producing real-time traffic video images (“video images”); and

**WHEREAS**, in furtherance of its statutory purposes, LADOTD routinely provides other local and state government agencies with information related to traffic and roadway conditions, road closures and construction activity for broadcast to the general public. The CITY intends to use the LADOTD Video Images for the purpose of monitoring roadway conditions during emergencies. The streaming video will give CITY leaders valuable information to aid in decision making to help plan for appropriate resource prior to and during times of emergencies; and

**WHEREAS**, each of the parties hereto has determined that it is receiving an equivalent value in exchange for the rights created and obligations assumed herein; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the lawful purposes, the public purposes, and the public benefit, the parties hereto agree as follow:

**ARTICLE I  
RESPONSIBILITIES OF THE PARTIES**

**1.1** LADOTD agrees to provide CITY with video images generated by LADOTD's Camera Systems, without charge. LADOTD personnel shall have exclusive authority to determine the camera view supplied by each of its cameras.

**1.2** CITY will, at its expense, provide and install all necessary equipment (telephone line, hardware, and software) at the DOTD New Orleans TMC, to access the video feed.

**1.3** LADOTD agrees to provide CITY with reasonable accommodations within the DOTD New Orleans TMC facility to install its equipment. LADOTD will also provide CITY with reasonable access to service its equipment and CITY will maintain its equipment throughout the term of this Agreement.

**1.4** LADOTD reserves the right to modify, alter, replace, improve, and upgrade its equipment and to relocate its operations at any time. In the event LADOTD chooses to exercise this right, CITY shall, at its own expense, relocate and make the necessary replacements and modifications to its equipment as is necessary to accommodate LADOTD's changes.

**1.5** CITY shall have the right to upgrade its equipment as technology becomes available; provided, however, that installation is at a time convenient to LADOTD; installation does not interfere with LADOTD's operations; and CITY provides LADOTD with a network diagram, description and basic operations capability of the equipment prior to its installation.

**1.6** CITY shall remove its equipment from the DOTD NEW ORLEANS TMC facility within thirty (30) days after termination or expiration of this Agreement.

**1.7** CITY is prohibited from making any misrepresentations relative to the video images, including but not limited to, the actual time, date, and location of each video image. CITY further agrees to visibly display LADOTD's logo during all broadcasts and transmissions and will appropriately credit LADOTD on any media on which the video images are used. This logo will be inserted in such a way as to not interfere with the visual content of the image being transmitted.

**1.8** CITY shall provide LADOTD with the name and telephone number of a person within CITY's organization with the technical skills necessary to address any concerns LADOTD may have and to resolve problems associated with the performance of this Agreement.

**1.9** CITY shall protect the integrity of the Camera System and Video Images by insuring

**1.10** that its personnel disseminating information relative to the Video Images, possess the knowledge and skills necessary to accurately convey and interpret the information contained in the Video Images. CITY further agrees to meet with LADOTD on a bi-annual basis to review policies and procedures relative to this Agreement.

**1.11** CITY understands and agrees that the services provided by LADOTD pursuant to this Agreement may be interrupted or discontinued for any number of reasons, including but not limited to,

equipment malfunctions and repairs, routine maintenance, personnel and funding shortages and ongoing responses to emergency situations. If services are discontinued or if interruptions occur, LADOTD shall not be responsible for providing CITY with traffic information from any other source nor shall LADOTD be responsible to CITY for any losses, damages or inconveniences occasioned by CITY as a result of the interruption or discontinuation of the service.

**1.12** CITY understands that there may be instances when the video images contain graphic depictions of accidents, accident scenes, and accident victims. CITY agrees, whenever possible, to refrain from transmitting, broadcasting, posting on its website or otherwise publishing any video image that may unduly offend, humiliate, or cause undue embarrassment to accident victims or their families. Examples of such images would include dead bodies, nudity, exposed undergarments, open wounds, broken bones, the administration of medical treatment and the faces or any other item that could be used to determine the identity of a minor or an accident victim whose family has not yet been notified by appropriate government officials of the accident. LADOTD understands that many of the broadcasts and transmissions will be live leaving CITY with no opportunity to edit the content.

**1.13** CITY further understands and agrees that, although the ATMS and DOTD NEW ORLEANS TMC are currently in continuous operation, LADOTD may, at any time and for any reason, reduce or change its hours of operation. If this occurs, LADOTD will make reasonable efforts to notify CITY in advance of the changes or reduction in its hours of operation.

**1.14** CITY shall ensure that the Camera System and Video Images and any other information connected with the performance of this Agreement are used only for the specific purpose stated herein. CITY agrees not to duplicate, reproduce, sell, or charge a fee for use of the Video Images by others.

**1.15** CITY understands and agrees that it enjoys a non-exclusive limited right to use the Video Images and agrees not to misrepresent the source or availability of the Video Images to others. CITY further understands that it is LADOTD's intent to provide other Users access to its Video Images and desires to do so in a manner that is least disruptive to LADOTD's

operations and minimizes the space needed to accommodate User's equipment.

## **ARTICLE II TERM OF AGREEMENT**

**2.1** The term of this agreement shall be for five (5) years and shall be effective from the date of execution and shall be binding upon all parties until all work is completed and accepted and all conditions have been met.

**2.2** Notwithstanding any other provision to the contrary, this Agreement, and its continuation, are contingent upon CITY providing LADOTD with a network diagram, description, and basic operations capability of all equipment that will be tied to or in any way connected to DOTD NEW ORLEANS TMC.

## **ARTICLE III TERMINATION FOR CAUSE**

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

## **ARTICLE IV TERMINATION FOR CONVENIENCE**

**4.1** The LADOTD or CITY may terminate the Agreement at any time by giving thirty (30) days' written notice to the other party.

## **ARTICLE V OWNERSHIP**

**5.1** Any records, reports, documents, and other material delivered or transmitted to CITY by LADOTD shall remain the property of LADOTD, and shall be returned by the CITY to LADOTD at CITY's expense, at termination or expiration of this Agreement. Any records, reports, documents, or other material related to this Agreement and/or obtained or prepared by CITY in connection with the performance of the services contracted for herein shall become the

CITY's expense, at termination or expiration of this Agreement.

**ARTICLE VI  
NON-ASSIGNABLE**

**6.1** CITY shall not assign any interest in this Agreement by assignment, transfer, donation, or novation without prior written consent of the LADOTD.

**ARTICLE VII  
AUDIT CLAUSE**

**7.1** CITY will comply with all applicable laws, rules, and regulations relating to the retention of documents that are created or modified as a result of this Agreement. Each party acknowledges that it may receive confidential information from the other party in connection with this Agreement. Each party agrees that it will not disclose, provide, or otherwise make available any such confidential information to any person and/or entity other than such party's employees and/or consultants who need to have access thereto to carry out their duties and who are under an obligation to keep such information confidential. Any such books and records required to fulfill this requirement must be maintained for a period of five years from the date of termination of this Agreement.

**ARTICLE VIII  
FISCAL FUNDING**

**8.1** The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Louisiana 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 IX  
INDEMNIFICATION/LIABILITY**

**9.1** LADOTD does not guarantee continuity of the services provided for in this Agreement nor does LADOTD guarantee the accuracy of the information provided. Any reliance on said information or services, or both, shall be solely at the risk of CITY.

**9.2** CITY hereby agrees to indemnify and save harmless LADOTD, its officers, agents, employees, and assigns against any and all claims, losses, liabilities, demands, suits, causes of

action, damages, and judgments of sums of money to any party accruing against the LADOTD growing out of, resulting from, or by reason of any act or omission of CITY, 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 LADOTD's fees and costs of litigation, including, but not limited to, reasonable attorney fees. CITY shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

**9.3** Nothing herein is intended, nor shall be deemed to create, a third party beneficiary to or for any obligation by either party hereto or to authorize any third person to have any action against either party for an action(s) arising out of this Agreement.

## **ARTICLE X DISCRIMINATION CLAUSE**

**10.1** The CITY agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, 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 Fair Housing Act of 1968 as amended, and CITY agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

**10.2** CITY agrees not to discriminate in its employment practices, and will render services under the Agreement without regard to race, color, age, religion, sex, national origin, veteran status, political affiliation, or disabilities.

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

## **ARTICLE XI PARTIAL INVALIDITY/ SEVERABILITY**

**11.1** If any term, covenant, condition, or provision of the 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 the 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 be affected thereby, and each term, covenant, condition, and provision of the Agreement shall be valid and be enforced to the fullest extent permitted by law.

## **ARTICLE XII ENTIRE AGREEMENT/ MODIFICATION**

**12.1** 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

agreement or contracts previously entered into between the parties on this subject matter. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and executed by both parties.

### **ARTICLE XIII CONTROLLING LAW**

**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.

### **ARTICLE XIV LEGAL COMPLIANCE**

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

### **ARTICLE XV REMEDIES FOR DEFAULT**

**15.1** In the event of default by either party, the aggrieved party shall have all right granted by the general laws of the State of Louisiana.

### **ARTICLE XVI NOTICES**

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

Robin Wright  
DOTD ITS Program Specialist  
Louisiana Department of Transportation and Development 1212 East Highway Drive  
Annex 2<sup>nd</sup> Floor, 217S  
Baton Rouge, LA 70802 (225) 379-2526

CITY OF SHREVEPORT

505 Travis Street, Suite 210, Shreveport, LA 71101

**IN WITNESS THEREOF**, 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:**

\_\_\_\_\_  
\_\_\_\_\_

**CITY**

BY: \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name

TITLE: \_\_\_\_\_

\_\_\_\_\_  
Federal Identification Number

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

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

BY: \_\_\_\_\_  
Secretary

RECOMMENDED FOR APPROVAL:

BY: \_\_\_\_\_