

INTERGOVERNMENTAL AGREEMENT

This Agreement, dated the ____ day of _____, 2015, is by and between the following (sometimes herein referenced to singularly as "Party" or collectively as the "Parties"):

PARISH OF CADDO, a political subdivision of the State of Louisiana (hereinafter referred to as "Caddo Parish", which term shall be construed to include any officer, representative or employee of Caddo Parish having authority to represent or act for it, in relation to any part of the subject of this Agreement) represented herein by Dr. Woodrow Wilson, Jr., Parish Administrator and CEO, duly authorized to act herein pursuant to Resolution No. ____ of 2014, attached hereto and made a part hereof as Exhibit "A"; and

CITY OF SHREVEPORT, a political subdivision of the State of Louisiana (hereinafter referred to as "Shreveport", which term shall be construed to include any officer, representative or Board of the City having authority to represent or act for it, in relation to any part of the subject of this Agreement) represented herein by Ollie S. Tyler, Mayor, duly authorized to act herein pursuant to Resolution No. ____ of 2015, attached hereto and made a part hereof as Exhibit "A"; and

BOSSIER PARISH POLICE JURY, a political subdivision of the State of Louisiana (hereinafter referred to as "Bossier Parish", which term shall be construed to include any officer, representative or employee of Bossier Parish having authority to represent or act for it, in relation to any part of the subject of this Agreement) represented herein by William R. Altimus, Bossier Parish Administrator, duly authorized to act herein pursuant to Resolution No. ____ of 2014, attached hereto and made a part hereof as Exhibit "A"; and

CITY OF BOSSIER CITY, a political subdivision of the State of Louisiana (hereinafter referred to as "Bossier City", which term shall be construed to include any officer, representative or Board of the City having authority to represent or act for it, in relation to any part of the subject of this Agreement) represented herein by Lorenz Walker, Mayor, duly authorized to act herein pursuant to Resolution No. ____ of 2014, attached hereto and made a part hereof as Exhibit "A"; and

NORTHWEST LOUISIANA COUNCIL OF GOVERNMENTS, INC., a Louisiana nonprofit corporation (hereinafter referred to as "NLCOG"), with offices located at 625 Texas Street, Suite 200, Shreveport, Louisiana 71101, represented herein by J. Kent Rogers, Executive Director duly authorized to act herein pursuant to a Resolution of the Board of Directors attached hereto and made a part hereof as Exhibit "A".

WHEREAS, by joint action of the City Council of Bossier City, the City Council of Shreveport, the Caddo Parish Police Jury and the Bossier Parish Police Jury in October of 1966 the Caddo-Bossier Council of Local Governments (“Council”) was established and has continuously provided services to local units of government of this metropolitan region since its formation;

WHEREAS, in 1974, the service area of the Council was extended to include Webster Parish and the name of the Council was changed to the Shreve Area Council of Governments;

WHEREAS, in 1993, the name of the Council was again changed to the Northwest Louisiana Council of Governments;

WHEREAS, in 2014 the member units of government found it desirable to change the membership of the Council and incorporate NLCOG as a Louisiana nonprofit corporation in order to reflect the active participation and state and federal legislation;

WHEREAS, Section 134 of Title 23 of the United States Code as reaffirmed in the Intermodal Surface Transportation Efficiency Act of 1991 (“ISTEA”) requires that plans and programs for Federal-Aid Highway projects approved after December 18, 1991, in urban areas with a population of more than 50,000, must be developed by metropolitan planning organizations (“MPO”) in cooperation with the State of Louisiana (“State”) and that the process for developing such plans and programs shall provide for consideration of all modes of transportation and shall be continuing, cooperative and comprehensive to the degree appropriate, based on the complexity of the transportation problems;

WHEREAS, in 1964 and in 1973, the State of Louisiana through the Department of Highways, now the Department of Transportation and Development, entered into a written formal agreement with the local political jurisdictions whereby the responsibility of each agency regarding the continuing phase of the planning processes were outlined;

WHEREAS, NLCOG has been designated by the State as the agency responsible for carrying out the transportation planning process for the Shreveport-Bossier City Urbanized Area and is a recipient of funds under the Intermodal Surface Transportation Efficiency Act of 1991 and the Federal Transit Act of 1991;

WHEREAS, the Shreveport-Bossier City Urbanized Area has been designated as a Transportation Management Area, and as such must comply with the special requirements applicable to such areas regarding congestion management systems, project selection and certification;

WHEREAS, Section 310, 23 CFR, Part 450 requires that the responsibility for cooperatively carrying out transportation planning and programming shall be clearly defined in an agreement or memorandum of understanding between the State and the MPO;

WHEREAS, Section 310, 23 CFR, Part 450 requires that, to the greatest extent possible there shall be one cooperative agreement among the State, MPO and public owned operators of mass transportation services;

WHEREAS, Sections 104 and 134 of Title 23 of the United States Code as reaffirmed in the Moving Ahead for Progress in the 21st Century of 2012 (“Map 21”) required modifications to the metropolitan planning process that includes the implementation of a performance-based approach to transportation decision making and developing transportation plans that contain performance targets to be coordinated with public transportation providers, the development of a long range transportation plan to be used in assessing the performance of the transportation system and the use of a transportation improvement plan to link investment priorities to performance targets;

WHEREAS, the member units of government within this metropolitan region continue to be cognizant of the need for, and their responsibility to provide the region’s citizens with efficient, economical, and purposeful governmental cooperation and cooperation and coordination;

WHEREAS, there continues to exist many opportunities for joint consultation and planning to improve the types and quality of facilities and services provided for the people of this metropolitan region and there continues to be a need for close cooperation among the local governments to insure that growth and development of this entire metropolitan region will be well planned and coordinated as to provide a more desirable living environment for all the region’s citizens;

WHEREAS, the local units of government for Shreveport, Bossier City, Caddo Parish and Bossier Parish acting under the authority of Section 1321 through 1332 of Title 33 of the Louisiana Revised Statutes of 1950 as amended and any and all other authority they may possess, desire to contract with NLCOG, serve as the Metropolitan Planning Organization for this area and continue addressing the common problems and interests involving transportation, planning for this metropolitan area.

NOW THEREFORE, for and in consideration of the terms contained herein, the parties agree as follows:

1. Purpose

The purpose of this Agreement is to state the terms and conditions under which NLCOG shall continue addressing the common problems and interests in the fields of land use, transportation, housing, economic development, population trends, community facilities, the general improvement of living environments and cooperatively carrying out transportation planning and programming as the metropolitan planning organization for this transportation management area. In consideration of the payments, terms, and conditions set forth herein,

Caddo Parish, Shreveport, Bossier Parish and Bossier City do hereby contract with NLCOG to manage, operate and implement the metropolitan planning process and all other transportation related matters, as set forth herein, and NLCOG does hereby contract to manage, operate and implement the metropolitan planning process and all other transportation related matters for this metropolitan area.

2. Scope of Services

In a good and professional manner, NLCOG shall manage, operate and implement the metropolitan planning process, coordinate other transportation matters and other matters as set forth herein and below.

In order to perform these duties, NLCOG shall provide all personnel, labor, equipment and materials necessary for carrying out its obligations for a fee as set forth in Paragraph 4.

NLCOG's services hereunder shall include, but shall not be limited to the following:

- a. To work out and effectuate constructive and workable policies and programs for solving such area wide problems of local governments as come to its attention and to study such area governmental problems as might be common to two or more of the Parties as deemed appropriate by the Board of Directors for NLCOG, including but not limited to matters affecting health, safety, welfare, education, economic problems and regional developments of the area and to coordinate into a program certain plans affecting the health, safety, welfare, education, economic problems and regional development;
- b. To develop plans and programs to encourage optimum social well-being of the citizens of the metropolitan region, as well as improvement of the physical environment and to encourage optimum efforts toward economic development;
- c. To encourage local comprehensive planning programs for the Parties and to coordinate these efforts toward development of metropolitan area-wide comprehensive plans;
- d. To provide technical planning assistance for the Parties and local planning agencies as requested by the Parties on behalf of those agencies;
- e. To promote cooperative arrangements and coordinate such actions as is desirable among the Parties;
- f. To encourage joint efforts by the Parties and other local governments in the metropolitan region toward needed improvement programs and projects to offer

technical assistance whenever requested toward development of new programs or projects of interest to two or more Parties;

- g. To make general recommendations for review and action to Parties and other local governments in the metropolitan region that perform similar functions within the region;
- h. To bear responsibility for administering the planning and/or programming activities that are required by federal and/or state policy guidelines as implemented from time to time and administered on a metropolitan basis;
- i. To afford the State of Louisiana a metropolitan area-wide regional agency through which discretionary funds for plans and programs shall be administered while working closely with the state and federal officials in administration of regional planning as well as those programs to be administered on a regional basis;
- j. To serve as the Metropolitan Planning Organization as defined by the Intermodal Surface Transportation Efficiency Act of 1991 as reaffirmed by the Moving Ahead for Progress in the 21st Century Act of 2012;
- k. To cooperatively develop with the State of Louisiana, the local governments of the of the Shreveport-Bossier Urbanized Area, and the local transit operators the required management systems under 23 CFR Part 500;
- l. To prepare technical and other reports to assure documentation of the development, refinement and update of the transportation plan as required by 23 CFR Part 450 for metropolitan planning;
- m. To establish and maintain a multi-modal transportation planning process as required by 23 CFR 450 for metropolitan planning.
- n. To serve as a clearinghouse for the benefit of the Parties for information concerning their common problems, concerning various state, federal, civic and private services available to assist in the solution of those problems;
- o. To do all other services necessary to carry out the rights, duties and obligations of the Parties as set forth in federal and state regulations regarding this agreement.

3. Term

This Agreement shall continue in full force and effect in perpetuity except that any Party hereto may elect to discontinue its participation in the Agreement by giving notice as provided herein.

4. Payments

A. *Base Compensation* - As base compensation for the services provided pursuant to this Agreement, Caddo Parish, Shreveport, Bossier Parish and Bossier City hereby agree to pay and fund NLCOG by paying the following amounts. The amounts to be paid by each Party reflect the \$1.00 per capita fee assessed to each Party according to its respective population per the decennial census of 2010 conducted by the United States Census Bureau or the actual amount appropriated by the specific governing authority for each Party. This fee shall be assessed by NLCOG and paid by each Party, with one half due on or before July 1st and one half due on or before December 31st of each calendar year. Each payment shall be the payment for the services rendered by NLCOG for the previous six month period. Considering the foregoing, the Parties agree to pay NLCOG the following:

Parties	Population	Fee Assessed
Shreveport	199,311	\$120,000
Caddo Parish *	254,969	\$55,658
Bossier City	61,315	\$61,315
Bossier Parish *	116,979	\$55,664

*Fee is determined by excluding the population living in Shreveport or Bossier City.

This fee schedule and assessment owed by each Party should be updated with each decennial census.

B. *Additional Compensation* – Separate Federal, state, local and private funding may be contracted for specific work, tasks and/or projects. Such funding shall not reduce the base compensation owed to NLCOG by any Party under Paragraph 4.A.

5. Financial Records

Throughout this Agreement NLCOG shall maintain financial records pertaining to all matters relative to this Agreement in accordance with generally accepted accounting principles and procedures and its By-Laws.

NLCOG shall retain all of its records and supporting documentation applicable to this Agreement for a period of three (3) years, except as follows:

- a. Records that are subject to audit findings shall be retained three (3) years after such findings have been resolved or as directed by applicable law.

- b. All such records and supporting documentation shall be made available, upon request, for inspection or audit by the Parties. In the event NLCOG shall cease to exist, it shall turn over to Parties all records relating to this Agreement to be retained by Parties for the required period.

6. Right of Review and Audit

NLCOG shall permit the audit by the Parties, their designated representative to inspect and/or audit all its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the Parties desires concerning NLCOG's operations which relate to this Agreement. The Party requesting the audit shall provide written notice prior to the execution of the provision. NLCOG shall deliver the records or have the records delivered to the Party's designated representative at an address designated by the Parties. If the Party or its designated representative finds that the records delivered by NLCOG are incomplete, NLCOG agrees to pay the Party's representative's costs to travel to the location wherein such documents are located to retrieve or audit the complete records.

7. Assignment

The Parties shall not assign or otherwise transfer this Agreement or any of the responsibilities or requirements set forth herein in whole or in part, to any other entity or person(s) without prior express written consent of the Parties to this Agreement.

8. Default

A. *Default by NLCOG* - In the event of default by NLCOG of any term or condition of this Agreement, the remaining Parties shall have the right to give written notice to NLCOG specifying in particular the default complained of with a demand that the default be cured within fifteen (15) days of receipt of notice. If NLCOG has neither cured the default nor commenced good faith efforts to cure the default within fifteen (15) days of receipt of the notice of default, then and in that event, the remaining Parties shall have the right to terminate this Agreement, provided that all other rights and remedies are reserved by the remaining Parties as permitted by law.

B. *Default by Shreveport, Bossier City, Caddo Parish or Bossier Parish* - In the event of default by Shreveport, Bossier City, Caddo Parish or Bossier Parish of any term or condition of this Agreement, NLCOG shall have the right to give written notice to the defaulting Party specifying in particular the default complained of with a demand that the default be cured within fifteen (15) days of receipt of notice. If the defaulting Party has neither cured the default nor commenced good faith efforts to cure the default within fifteen (15) days of receipt of the notice of default, then and in that event, the NLCOG shall have the right to terminate this Agreement

with respect to the defaulting Party, provided that all other rights and remedies are reserved by the NLCOG as permitted by law.

9. Termination

A. Convenience of Either Party – Any Party may terminate this Agreement at its convenience upon twelve (12) months prior written notice to the other party with the understanding that all services being performed under this Agreement by either party shall cease upon the date specified in such notice. Neither party shall be entitled to lost nor anticipated profits should a party choose to exercise its option to terminate. NLCOG shall invoice the Party for all services completed and shall be compensated in accordance with the terms of this Agreement for all services performed by NLCOG prior to the date specified in the notice of termination.

B. By Shreveport, Bossier City, Caddo Parish or Bossier Parish - NLCOG acknowledges, understands and agrees that Shreveport, Bossier City, Caddo Parish and Bossier Parish reserve the right to terminate this Agreement at any time upon the occurrence of either of the following:

- i) Notwithstanding any provision to the contrary, in the event sufficient funds for the performance of NLCOG's responsibilities under this Agreement are not appropriated by the appropriating body in any fiscal year covered by this contract, this Agreement may be terminated by the Party by giving notice to NLCOG of such facts and the Party's intention to terminate its financial obligation. In such event and as a result of such event, NLCOG shall be concurrently released of all obligations to that Party under this Agreement.
- ii) Any time a Party's manpower or personnel are not sufficient to meet the Party's obligations hereunder.

Shreveport, Bossier City, Caddo Parish and Bossier Parish shall provide ninety (90) days advance written notice to NLCOG in case of termination for any cause stated in Paragraph 9.B. of this Agreement. In such event and as a result of such event, NLCOG shall be concurrently released from all obligations to that Party under this Agreement.

C. Mutual Consent of the Parties - This Agreement may be terminated immediately by the mutual written consent of Parties and NLCOG.

10. Notices

Any notice necessary or proper to be given to any of the parties shall be written and shall be sent by facsimile to the other Party at its number listed below, or by First Class United States postage prepaid or by prepaid Federal Express overnight delivery, properly addressed to the

other Party at its address listed herein. Written notice shall be deemed delivered when actually received. Notice should be sent to the Parties as follows:

(a) If to Shreveport:
Mayor
Attention: Chief Administrative Officer
505 Travis Street, Suite 200
Shreveport, LA 71101
Fax No.: 318-673-5099

(b) If to Caddo Parish:
Parish Administrator and CEO
505 Travis Street, Suite 800
Shreveport, LA 71101
Or
P.O. Box 1127
Shreveport, LA 71165
Fax No.: 318-429-7630

(c) If to Bossier City:
Mayor and Chief Executive Officer
Attention: Director of Finance
620 Benton Road
Bossier City, LA 71111
Or
P.O. Box 5337
Bossier City, LA 71171-5337
Fax No.: 318-741-8972

(d) If to Bossier Parish:
Parish Administrator
204 Burt Boulevard
Benton, LA 71006
Or
P.O. Box 70
Benton, LA 71006
Fax No.: 318-965-3703

(e) If to NLCOG:
Executive Director
625 Texas Street, Suite 200

11. Claim for Liens

Each party shall hold the other harmless for any and all claims for liens of labor, services or material furnished to the party in connection with the performance of obligations under this Agreement.

12. Independent Contractors

Each Party to this Agreement, its officers, agents and employees are at all times independent contractors to the other party. Nothing in this Agreement shall be construed to make or render a Party or any officers, agents, or employees thereof, an employee, partner, limited partner, or joint venturer of or with, the other. This paragraph shall include, but not be limited, to Worker's Compensation and Unemployment Compensation coverages.

13. Political Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under the terms of this Agreement may be used to further the election or defeat of any candidate for public office. Nothing in this section shall prevent activity taken in the interests of NLCOG and/or its projects.

14. Hold Harmless

NLCOG covenants and agrees that it will perform this Agreement in accordance with all local, state and federal laws, ordinances, rules or regulations now or hereafter in force and applicable thereto. Each party agrees to defend, hold harmless and indemnify the other party, its employees, agents and assigns from all losses, damages, claims, expenses, judgments, and liability to persons or property occasioned, wholly or in part, by its own acts or omissions or that of its employees, agents or assigns. Nothing in this Agreement shall be construed to relieve either party from liability to the other, its employees, agents and assigns for its negligent acts or omissions or that of its employees, agents, or assigns.

15. Compliance with Laws

The parties shall comply with all applicable federal, state and local laws and ordinances, as shall all others employed by them in carrying out the provisions of this Agreement. Failure to comply with any of the terms of this provision shall be cause for termination of this Agreement by the Parties. To the extent that the hold harmless provision of Paragraph 14 of this Agreement may be interpreted to apply to matters agreed to in this Paragraph, Shreveport, Bossier City, Caddo Parish or Bossier Parish shall not defend, indemnify or otherwise be accountable to

NLCOG or any third party for any actions taken by NLCOG contrary to the provisions of this Paragraph.

NLCOG, for itself, its successors in interest and assigns, as a part of the consideration hereof, does covenant and agree that: (1) no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, creed, color, sex, age, disability or national origin by the NLCOG for any purpose authorized by this Agreement; (2) in the furnishing of services thereon, no person shall be excluded from participation herein, denied the benefits of, or otherwise be subject to discrimination on the grounds of race, creed, color, sex, age, disability or national origin; and (3) no person shall be denied employment, promotion, or any other benefit of employment on the grounds of race, creed, color, sex, age, disability or national origin. To this end, NLCOG covenants and agrees to comply with all applicable state, federal and local rules, executive orders and laws. Failure to comply with any of the terms of this provision shall be cause for termination of this Agreement. To the extent that the indemnity provision may be interpreted to apply to matters agreed to in this Section, the Shreveport, Bossier City, Caddo Parish or Bossier Parish shall not defend, indemnify or otherwise be accountable to the NLCOG or any third party for any actions taken by the NLCOG contrary to the provisions of this Section.

16. Covenant Against Contingent Fee:

Each party warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the party, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the party any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty by a party hereto, the other party shall have the right to annul this contract without liability.

17. Legal Construction

If any provision or item of this Agreement is held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect other provisions or items of this Agreement which can be given effect without the invalid provisions and to this end the provisions or items of this Agreement are hereby declared severable.

18. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Louisiana.

19. Amendments and Review

This Agreement may be amended at any time by the mutual written consent of the parties hereto. This Agreement may be revised periodically and may be subject to reconsideration at such other times as may be required and as agreed to in writing by the parties entering into this Agreement.

20. Delay

It is expressly understood that failure or delay on the part of any party hereto in the performance, in whole or in part, of the terms of this Agreement, if such failure is attributable to acts of God, fire, flood, inevitable accidents, riots, insurrection, public commotion, embargo, emergency or governmental orders, regulations, priority, or other limitations or restrictions, or other unforeseen causes of interference with personnel, sales, source or supplies, production, transportation and delivery, and for any cause beyond the control of either party hereto shall not constitute a breach hereof nor a default hereunder. The parties may not apply the foregoing so as to postpone any date after which either party may terminate this Agreement in accordance with provisions contained herein.

21. Non-Waiver of Default; Non-Waiver of Remedies

No failure of either party to exercise any power or right given hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the other party's right to demand at any time exact compliance with the terms hereof.

22. Miscellaneous

A. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors and assigns.

B. This Agreement shall be reasonably construed and substantial compliance with its terms, conditions and obligations is hereby intended. Whenever approval or consent is herein required, the same shall not be unreasonably or arbitrarily withheld.

C. The captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of this Agreement or the scope or intent thereof, nor in any way affect the same.

D. This Agreement may be executed in multiple original counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

23. Entire Agreement

This contract embodies the complete agreement of the parties hereto, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this contract.

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

WITNESSES:

Print Name: _____

PARISH OF CADDO

By: _____
Dr. Woodrow Wilson, Jr.
Parish Administrator and CEO

Print Name: _____

WITNESSES:

Print Name: _____

CITY OF SHREVEPORT

By: _____
Ollie S. Tyler
Mayor

Print Name: _____

WITNESSES:

Print Name: _____

BOSSIER PARISH POLICE JURY

By: _____
William R. Altimus
Parish Administrator

Print Name: _____

WITNESSES:

Print Name: _____

CITY OF BOSSIER CITY

By: _____
Lorenz Walker
Mayor

Print Name: _____

WITNESSES:

Print Name: _____

NORTHWEST LOUISIANA COUNCIL
OF GOVERNMENTS

By: _____
J. Kent Rogers
Executive Director

Print Name: _____

Exhibit “A”

Resolutions Authorizing Execution of this Agreement

DRAFT

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