

**COOPERATIVE ENDEAVOR AGREEMENT**  
**between the**  
**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**  
**and the**  
**CITY OF HAMMOND**

**DONATION OF RECLAIMED ASPHALT PAVEMENT (RAP)**  
**STATE PROJECT NO. H.011792**  
**TANGIPAHOA PARISH**

This Cooperative Endeavor Agreement (CEA) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the State of Louisiana, through the Department of Transportation and Development (DOTD), and the City of Hammond (hereinafter, sometimes referred to as the “Entity”), a political subdivision of the State of Louisiana, to serve the public for the purposes hereinafter declared, in accordance with the Louisiana Constitution, Article 7, §14 (C).

**WHEREAS**, the Louisiana Constitution, Article 7, § 14 (B) (9) authorizes the donation by the State of reclaimed asphalt pavement (RAP) from state roads and highways to the governing authority of the Parish or municipality from which it is taken, or if not needed by that governing authority, then to the governing authority of any other Parish or municipality, pursuant to a cooperative endeavor agreement between the State and receiving authority; and

**WHEREAS**, the Entity requests that DOTD donate to the Entity for its benefit and use approximately sixty-eight cubic yards of in-place roadway of RAP;

**NOW THEREFORE**, it is hereby agreed between DOTD and the Entity as follows:

**ARTICLE I**  
**PROJECT IDENTIFICATION**

For purposes of administration, identification and record keeping, State Project Number **H.011792**, which identifies the roadway project from which the RAP is obtained, will be used to identify this RAP Project and all activities, reports and documents associated with it.

**ARTICLE II**  
**SCOPE AND PROJECT RESPONSIBILITIES**

**2.1** DOTD hereby agrees to donate the equivalent of approximately 68 cubic yards of in-place roadway of RAP to be removed from LA1065 and LA3260 in Tangipahoa Parish to the Entity (hereinafter, the “Project”). DOTD will arrange for its contractor to transport the donated RAP from the construction site to the following location designated by the Entity, provided, however, that the contractor will not transport the donated RAP any distance greater than it would have transported RAP retained for DOTD use: 18104 Hwy 190E, Hammond, La 70401.

**2.2** DOTD will not be required to supervise or perform any services in connection with this Project, except as specifically set forth herein. The participation by DOTD in providing the RAP, in providing guidance and Project information to the Entity, or in monitoring the progress of the Project, shall in no way be construed to make DOTD a party to any contract between the Entity and its contractor(s).

**2.3** It is understood and agreed that, following delivery of the RAP to the Entity as set forth herein above, no State funds will be expended for this Project.

**2.4** The Entity hereby agrees to accept and use the RAP provided by the State through the DOTD only for public purposes and in accordance with constitutional and statutory restrictions on the use of State property for public purposes. The Entity will make no changes in its local laws or charter allowing any use of the RAP for other than public purposes.

**2.5** The Entity agrees to place the RAP into or on property owned by it or otherwise dedicated for public use, and will not use it directly or indirectly in any trade or business carried on by any person other than a governmental unit.

### **ARTICLE III**

#### **TERMINATION FOR CAUSE**

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

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

**ARTICLE IV**  
**TERMINATION FOR CONVENIENCE**

Either Party may terminate the Agreement at any time by giving thirty (30) days written notice.

**ARTICLE V**  
**RECORD KEEPING, REPORTING AND AUDITS**

The Entity agrees to retain all books, records, and other documents relevant to this agreement for at least three years after termination of this Agreement, provided, however, that prior to disposal of any Project information, the Entity shall obtain the prior written approval of DOTD. The Entity shall provide to the DOTD and/or the Legislative Auditor any requested reports on the status of the Project within 30 days of request.

**ARTICLE VI**  
**HOLD HARMLESS AND INDEMNITY**

**6.1** The Entity agrees that it shall indemnify and hold harmless and provide a defense for the State and the DOTD, their officials, officers and employees, against any and all claims, demands, suits, actions (*ex contractu, ex delictu*, quasi-contractual, statutory or otherwise), judgments of sums of money, attorney's fees and court costs to any party or third person including, but not limited to, amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of the Entity or any of the above, growing out of, resulting from, or by reason of, any act or omission of the Entity, its employees, servants, contractors, or any person engaged upon or in connection with any services arising from, or in any way connected with the Project, to the extent permitted by law.

**6.2** Nothing herein is intended, nor shall be deemed to create, a third party beneficiary to or for any obligation by DOTD or the Entity herein or to authorize any third person to have any action against DOTD or the Entity arising out of this Agreement.

**ARTICLE VII**  
**EFFECTIVE DATE AND TERM**

This Agreement shall be effective from the date of its execution by DOTD, and shall remain in effect until the RAP has been completely used by the Entity in accordance with Article II hereinabove, unless terminated earlier as provided in Articles III or IV hereinabove.

**ARTICLE VIII**  
**OWNERSHIP**

All records, reports, and documents delivered or transmitted to the Entity by DOTD shall remain the property of DOTD.

**ARTICLE IX**  
**NONASSIGNABILITY**

The Entity shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the DOTD.

**ARTICLE X**  
**AMENDMENT OF AGREEMENT**

The parties agree that any amendment of this Agreement shall not be valid unless and until it is reduced to writing and executed by both parties.

**ARTICLE XI**  
**COMPLIANCE WITH LAWS**

Entity shall comply with all federal, state, and local laws and regulations, including, but not limited to, the public bid law contained in La. R.S. 38:2211, *et seq.*, in accomplishing the purposes of this Project and/or in its use of the RAP.

**ARTICLE XII**  
**DISCRIMINATION CLAUSE**

**12.1** The Entity 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 Veteran's 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 contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended.

**12.2** The Entity agrees not to discriminate in its employment practices, and will perform its obligations under this Agreement without regard to race, color, religion, gender, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Entity, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

**ARTICLE XIII**  
**SEVERABILITY CLAUSE**

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 permitted by law.

**IN WITNESS WHEREOF**, 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 of Hammond, Louisiana**

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

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Identification No.

**WITNESSES:**

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

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

By: \_\_\_\_\_  
District Administrator