

**INTERGOVERNMENTAL COOPERATIVE ENDEAVOR AGREEMENT**  
**between the**  
**STATE OF LOUISIANA**  
**through the**  
**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**  
**and**  
**CITY OF YOUNGSVILLE**  
**Route LA 92-1**

This **INTERGOVERNMENTAL COOPERATIVE ENDEAVOR AGREEMENT** (“Agreement”), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, 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 Youngsville (sometimes referred to hereinafter as “Entity”), a political subdivision of the State of Louisiana, represented herein by its Mayor, 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 and empower local governments through the “right-sizing” of the state highway system, La. R.S. 48:224.1 authorizes the transfer of roadways within the state highway system to parish or municipal governing authorities; and

**WHEREAS**, the City of Youngsville 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, by resolving to and entering into this Agreement, hereby request the proposed transfer of the ownership, operation, and maintenance of certain roadways set forth herein below, and pursuant to **Resolution Number** \_\_\_\_\_, authorizing the Entity to enter into this Agreement with DOTD for the incorporation into the parish or municipal road system along with the transfer of associated 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. \_\_\_\_\_**, 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

**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 a value equivalent to the amount of the present value of the forty-year projected future maintenance cost of the road to be transferred in exchange for the proposed road transfer, a copy of such road transfer is attached hereto as Exhibit “B”, 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, “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:

The portion of state route LA 92-1 (known as Young Street) from its junction with the local road known as Larriviere Road proceeding east approximately 0.200 miles to the City of Youngsville corporate limits.

## **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 Lafayette, 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 street.

**2.1.2 DOTD hereby agrees to the following conditions:**

CONDITION I: Repairs will not be provided to the portion of state route LA 92-1 (known as Young Street) to be transferred to the City of Youngsville in its current condition.

CONDITION II: DOTD shall provide the road transfer credit in the form of funds in the amount of ONE HUNDRED SIXTY-FIVE THOUSAND NINETY-TWO AND 00/100 (\$165,092) to the City of Youngsville for the portion of state route LA 92-1 transferred to the City of Youngsville in its current condition. These funds may only be used for activities allowed under La. R.S. 48:753.

- (a) The amount of Road Transfer credit to be provided under this condition is calculated pursuant to a present worth 40-year maintenance valuation whereby DOTD determines the cost of maintaining the road in the state highway system for 40 years from the present date.

**2.1.3** DOTD shall implement a monitoring plan to assess compliance with the obligations recited herein. After execution of this Agreement, the DOTD Road Transfer Program Manager shall ensure that a valid Act of Transfer and Acceptance is executed and recorded in the conveyance records of the parish for each segment transferred. The DOTD Road Transfer Program Manager will provide 6 months of written monthly reports on the status of the final transfer and acceptance until it is recorded and the segment is removed from DOTD's state highway system and legal liability.

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

**2.2.3** Upon issuance of each Final Acceptance of each construction project relevant to the satisfaction of one 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 upon satisfaction of that condition, 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 city street.

**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, or until 10 years following the date of execution of the agreement, whichever occurs first, unless terminated earlier in accordance with Articles IV, VIII or written mutual consent of the parties.

### **ARTICLE IV TERMINATION**

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 DOTD shall remain the property of DOTD and shall be returned by the Entity to 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 DOTD that relate to this Agreement. The Entity shall be audited in accordance with La. R.S. 24:513.

## **ARTICLE VIII FUNDING CERTIFICATION**

The execution of this Agreement shall serve as certification by DOTD of the availability of funds sufficient to fulfill the requirements of the Agreement, as of the date written above. Nonetheless, the continuation of this agreement is subject to the conditions of Article IX herein.

## **ARTICLE IX 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. The continuation of this Agreement is also conditioned upon the approval of the director of the Office of State Procurement or the Commissioner of Administration.

## **ARTICLE X INDEMNIFICATION**

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 fees.

## **ARTICLE XI DISCRIMINATION CLAUSE**

**11.1** 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 Veterans' 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.

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

**11.3** 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 XII 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 XIII 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 and executed by both parties and approved by the Director of the Office of State Procurement, or the Commissioner of Administration, as appropriate.

### **ARTICLE XIV CONTROLLING LAW, LEGAL COMPLIANCE, AND VENUE**

**14.1** 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.

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

**14.3** 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.

### **ARTICLE XV PROVISION REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the agreement shall forthwith be amended to make such insertion or correction.

[Remainder of this page left intentionally blank.]

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

**WITNESSES:**

**CITY OF YOUNGSVILLE**

**FOR APPROVAL ONLY, NOT EXECUTION**

By: \_\_\_\_\_  
Ken Ritter, Mayor

\_\_\_\_\_  
(Witness for First Party)

\_\_\_\_\_  
(Witness for First Party)

**WITNESSES:**

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

**FOR APPROVAL ONLY, NOT EXECUTION**

By: \_\_\_\_\_  
Glenn P. Ledet, Jr., Secretary

\_\_\_\_\_  
(Witness for Second Party)

\_\_\_\_\_  
(Witness for Second Party)

**RECOMMENDED FOR APPROVAL**

**FOR APPROVAL ONLY, NOT EXECUTION**

By: \_\_\_\_\_  
Division Head