



## Office of the Mayor-President

City of Baton Rouge  
Parish of East Baton Rouge

222 St. Louis Street  
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Baton Rouge, Louisiana 70821

225/389-3100  
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MELVIN L. "KIP" HOLDEN  
Mayor-President

August 31, 2009

Mr. Charles W. Bolinger  
Division Administrator  
Federal highway Administration  
5304 Flanders Drive, Suite A  
Baton Rouge, Louisiana 70808

Dear Mr. Bolinger,

As Chairman of the Baton Rouge Metropolitan Planning Organization Transportation Policy Committee, I am reporting our actions relative to the "Intelligent Transportation Systems" section of the final "Certification Review of the Baton Rouge Metropolitan Transportation Planning Process" dated July 15, 2009.

As shown in italics below, we have taken appropriate action or proposed procedures for each of the Recommendations and Corrective Actions outlined in the certification document.

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### Intelligent Transportation Systems (ITS)

#### 23 CFR 940.9

#### Recommendations

Several recommendations from the 2005 Transportation Planning Certification Review were not addressed and continue to represent areas of needed improvement. These include the following:

- The Advisory Committee should be reestablished and function as agreed upon in the Baton Rouge Preliminary Implementation Plan for ITS.

*The Advisory Committee was established to develop and set policies and procedures for the operation of the Advanced Traffic Management System within the Baton Rouge region. This committee was comprised of representatives from both lead and cooperating organizations/agencies responsible for implementation, operations, and maintenance of the system. The function of this committee was met and the Center has continued to operate in this manner. The membership of the Steering Committee overlaps that of the Advisory Committee, it is our recommendation at this time that the Steering Committee be re-established then based on its findings a determination can be made as to whether the Advisory Committee should be re-established.*

- It is recommended that the Baton Rouge ITS Steering Committee be established as agreed upon in the Baton Rouge Preliminary Implementation Plan for ITS.

*The Steering Committee was established to oversee and direct the planning and development of ITS within the Baton Rouge Transportation Management Area. The original agencies and assigned membership was defined in Table 3-2 on pg 3-7 of the Preliminary Implementation Plan. With the continual changes in technology and ongoing programs to improve the operation and functionality of the ATMC, it is appropriate that this Steering Committee be re-convened. To kick start this effort a meeting of the ITS Steering Committee was held on June 25, 2009 and we shall establish a quarterly meeting schedule. Currently the ATMC Manager will prepare a current ITS deployment status and planning initiatives for presentation and review by the committee*

- It is recommended that the ATM/EOC operations be evaluated and updated to reflect new deployments and evolving regional needs. This should include identifying the level of resources needed, reporting relationships and management relationships between agencies located in the ATM/EOC.

*The ATMC has continued to function as initially envisioned with modifications having been made to improve its operation effectiveness such as the expansion of the OEC center and inclusion of the East Baton Rouge Sheriffs Office and the DPW 311 call center. Additionally to support its traffic engineering and traffic management capabilities the City Parish has increased staffing of the System Operators and the Traffic Signal Technicians. However, with the expansion of occupants at the center, storage as well as equipment evaluation space has been slightly reduced.*

- The USDOT staff recommends that the data gathered from Regional ITS deployments be processed, stored and used by both the MPO and LADOTD for planning, design operations, safety and other purposes. All efforts and initiatives underway should be strengthened and expanded.

*That has been one of the primary goals of the Regional ITS deployments, there has been an ongoing expansion of the IT related equipment in our community. The equipment communications infrastructure is finally to the point where a significant number of field devices can be accessed remotely. This will vastly expand the amount of data which is available. Both LADOTD and the City Parish have/are deploying websites to share count data. CRPC has been key to both efforts and will also be able to share this data.*

### **Corrective Action**

An evaluation and report on the Baton Rouge ATM/EOC shall be completed by 9/1/2009 and include the following:

- An updated facility map that clearly identifies:  
(Please refer to the attached drawings depicting both original and current layout)

- function

*The function of the ATMC is consistent with the original deployment, however capabilities and utilization for both public safety and traffic related functions has been expanded and improved. In the aftermath of Hurricane's Katrina and Gustav it was determined that modifications to the center could be made to better facilitate our regional needs during a disaster event without taking away from its day to day operational needs. Some of the functional improvements include the addition of the East Baton Rouge Sheriff's Office to the center along with DPW's 311 call center. Both of these additions improve the coordination and response time to traffic related incidents throughout the parish ranging from signal and signage problems to potholes and traffic accidents.*

- shared use areas or other designations

*Shared use areas of this facility are still intact, areas that were utilized to expand functionality included:*

- *2<sup>nd</sup> Flr Modifications:*

- *The wall that separated the Emergency Operations Center (252) and corridor 1 (202) was removed to open up the EOC. This wall originally contained marker boards and maps which have since been replaced with numerous flat screen monitors and computer projection systems. This modification added over 400 sf of needed additional open space to the center.*
- *A portion of the 2<sup>nd</sup> floor lobby area was converted to office space and has functioned as the home to medical service support during disaster events. The original 2<sup>nd</sup> floor lobby area was approximately 800 sf in size. It has now been reduced to approximately 380 sf with approximately 400 sf becoming effectively utilized working space.*
- *The original building layout had set aside a media observation area (255) which was to allow the media entry into and out of the building without having to potentially disturb the operations in the emergency center. However this observation room overlooked the Control Center below but had no connectivity to the activities in the EOC. Therefore this area was not being utilized since the media wanted and needed direct access to the EOC. To control disruptions in the EOC, specific media access and briefing times are established and any 'one on one' interviews are handled in the lobby area and the Executive Overwatch (248). The observation area (255) has been converted to a DPW operational and conference room.*

- *1<sup>st</sup> Flr Modifications:*

- *The original layout contained a large break room area that consisted of two separate rooms (146 and 147) for the staff working on the first floor and in the control center. The need for two rooms was based on the fact that Break Room (147) was designated as a smoking break room. Several years ago the City-Parish was declared a "Smoke Free Work Place" which required this smoking area to be redesignated. This room has since been converted into the management office for DPW's 311 call center.*

- *EMS Office 1(154) which is approximately 100 sf in size was designated to be utilized by DOTD. DOTD still occupies all the space they were allocated under the MOU dated Feb 2, 2001.*
  - *The control center floor (150) has been rearranged to take better advantage of space. Both the East Baton Rouge Sheriff and 311 operators have been added to the floor which has enhanced the emergency response and traffic functionality of the center. By regrouping and clustering the consoles, it has allowed the center to expand from the original 39 consoles to the new layout that contains 56 consoles.*
  - *To facility the incorporation of the Sheriffs Office into the center it was necessary to re-designate some first floor office space for their use. Approximately 75 sq ft of the existing receptionist area (113) was converted for their use. Also Traffic Engineering Offices (159 and 161) closet(160) and a portion of EMS Office (157) was incorporated into the Sheriff's office space The reason for utilizing the Traffic Engineering space was that each agency who had members at the consoles on the floor would also have adjoining administrative office space. However, unlike the other agencies the City-Parish Traffic Engineering had a large designated office space area on the 2<sup>nd</sup> floor and could easily provide the office support from there.*
- *agency responsibility*
    - *Participation within the facility has expanded however agency responsibilities have not changed since the initial ATMC deployment. Refer to the attached organization chart*
  - *reporting relationships*
    - *Refer to the attached organization chart which shows connectivity of the various participating agencies.*
- *An updated space analysis that identifies the percentage of transportation use in accordance with the methodologies used in funding agreements.*

*The original federal participation for the ATMC was based on an 80% federal share for up to 30% of the cost of the building that was utilized for traffic control systems and traffic related functions. The original building design was based on 48,780 sq ft which resulted in a maximum eligible 30% federal share at 14,485 sf.*

*All participating agencies (i.e. Emergency Preparedness, EMS, BR Police, and BR Fire) were allocated and occupy space in excess of that needed for transportation use. Excluding shared space, on average the original space allocation for traffic functions for these agencies were approximate 30% of the space they occupy. Therefore the minor modifications to the center to incorporate both the EBR Sheriff and DPW 311 have no impact on the 30% traffic designation and can be assumed to have been provided from the 70% portion of the space occupied but not included for federal participation.*

*Attached is a spreadsheet showing the original space allocation for office space which excludes mechanical rooms, elevators, etc. which indicates a total office area of approximately 24,890sf. We have also provided an updated area listing which indicates a current total office area of approximately 26,062 sq ft which represents an approximate 1,172 sq ft increase in usable office area in the facility.*

- Management Relationships Between Agencies Co-Located At The ATM/EOC

- *Dispatchers freely share information amongst the different agencies. This includes traffic information, accidents, etc. Traffic information flows freely between LaDOTD and City Parish with numerous meetings held to confer regarding projects. During emergency activations, Traffic Engineering's administrative staff operates within the ATMC and directly controls signals, signal crews, and sign crews*

Agencies

*LaDOTD*

*Interstate Incident Managers*

*District 61 Operations Engineer*

*CITY OF BATON ROUGE*

*311 (new)*

*City Police*

*Fire Department*

*Emergency Medical Services*

*Mayor's Office of Homeland Security and Emergency Preparedness  
(formerly OEP)*

*PARISH OF EAST BATON ROUGE*

*St George Fire Department (handles all the Parish FDs)*

*Sheriff's Office (new)*

- Level Of Resources Needed

- *Funding opportunities for ITS deployments and system expansions are always a primary focus. Projects such as the signal synchronization program are utilized to expand existing services. Based on the findings from the ATMC Managers report on deployment and planning initiatives, priorities and recommendations will be brought before the Steering Committee for discussion, review, and endorsement.*

- The MPO needs to develop procedures to maintain and update the ITS Regional Architecture based on the above findings as required per 23 CFR 940.

*Last update was provided by LaDOTD via ABMB approximately three (3) years ago. The 2006 BR Regional ITS Architecture ) contains a section on architecture maintenance that establishes procedures to maintain and update the architecture.*

*(<http://www.crpc-la.org/crpc/Certification09/BRArchfinal.pdf>)*

*It addresses the following:*

- *Why maintain a regional ITS architecture?*
- *Who will maintain the architecture?*
- *When will the architecture be updated?*
- *What will be maintained?*
- *How will the architecture be maintained?*

*In addition to the EBR Sheriff and DPW 311 Call Center added to the ATM/EOC, the Baton Rouge Urban System Signal Phase 4 project and the West Baton Rouge Radio Communication system has been completed. Due to the completion of these projects and the changes at the ATM/EOC, the regional architecture will be brought before the Steering Committee for discussion, review, and update. Topics to be discussed will include:*

- *New needs within the region?*
- *Changes/additions in elements/stakeholders?*
- *Changes in scope of services?*
- *Changes/additions in operational concepts?*
- *Changes/additions in projects?*
- *Changes in agreements?*
- *Changes in procedures for maintaining the architecture?*
- *Other items impacting the region affecting ITS/ATMS?*

*Proposed goal for the Steering Committee: To establish the BR Regional ITS Architecture as a single source for documenting all ITS related information, information flows, objectives, agreements, obligations, data warehousing, maintenance and policies related to the regional ITS and the ATM/EOC.*

- Updated agreements that reflect current conditions at the ATM/EOC (23 CFR 940).

*The following is a summary of the various existing agreements that are in place associated with the ATMC. It is our intention that through the participation of the newly reinstated Steering Committee that these agreements be updated and consolidated to better reflect current operation functions and needs. As a result of the Steering Committee recommendations it may be necessary to reinstate the Advisory Committee for final action.*

1. *MOU dated Feb 26, 1998 Parties to the Agreement City-Parish, DOTD, and FHWA.*
    - *Established the initial understanding of funding, design, construction and operation and maintenance responsibilities.*
  2. *MOU dated March 18, 1999 Parties to the Agreement City-Parish, DOTD, and FHWA.*
    - *Provides additional details on Capital Outlay, Operation and Maintenance of the Facility including hours of operation and establishment of the Advisory Committee and initial appointees.*
  3. *MOU dated May 30, 2000 Parties to the Agreement City-Parish, DOTD, and FHWA.*
    - *To document and clarify action steps by the parties toward the development and implementation of ITS in the Baton Rouge Management Area. It also provides specifics regarding the appointment of a ATMS Manager.*
  4. *COOP dated Feb 2, 2001 Parties to the Agreement City-Parish, DOTD, and FHWA.*
    - *Supplements the previous MOU's to further clarify agencies respective responsibilities in funding and managing joint regional/state operations utilizing the ATM/EOC facility. It defines specific space allocation for DOTD, defines the effective term of the agreement with renewal options and termination provisions. Includes an Exhibit A which defines communications and systems infrastructure cost and funding distribution.*
  5. *COOP addendum dated June 21, 2001 Parties to the Agreement City-Parish, DOTD, and FHWA.*
    - *Amends the funding participation as presented in the Original Exhibit A contained in the Feb 2, 2001 Coop.*
  6. *COOP dated May 1, 2009 Parties to the Agreement City-Parish and East Baton Rouge Parish Sheriff's Office.*
    - *Defines duties and responsibilities between the City Parish and EBRSO related to EBRSO occupying space within the ATMC/EOC.*
  7. *City-State Agreement dated October 9, 1998 Parties to the Agreement City-Parish and DOTD.*
    - *This agreement established the mechanism to utilize federal Highway Funds for the construction of the ATMC/EOC and established project numbers for identification purposes.*
- Any other information that should be considered, as appropriate.

*Signal synchronization phases have been joint efforts by FHWA, LaDOTD and City-Parish DPW and have utilized cutting edge technology. This technology has been utilized by the CRPC/MPO, the 911 center's emergency dispatchers who can not see the traffic surveillance cameras to make emergency vehicle route decisions, LaDOTD Interstate Incident Managers, as*



*well as the City Traffic Engineers to make traffic signal timing changes based on day to day traffic, and emergency conditions (natural and man made). The housing of LaDOTD District Personnel has been critical to improving traffic flow and management within the City and Parish of East Baton Rouge. The City-Parish and State Traffic Engineers meet daily on different items which influence the traffic regionally.*

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We continue to endeavor to meet or exceed all MPO planning requirements. Thank you for your assistance in this matter and we look forward to working together to achieve these goals.

Sincerely,



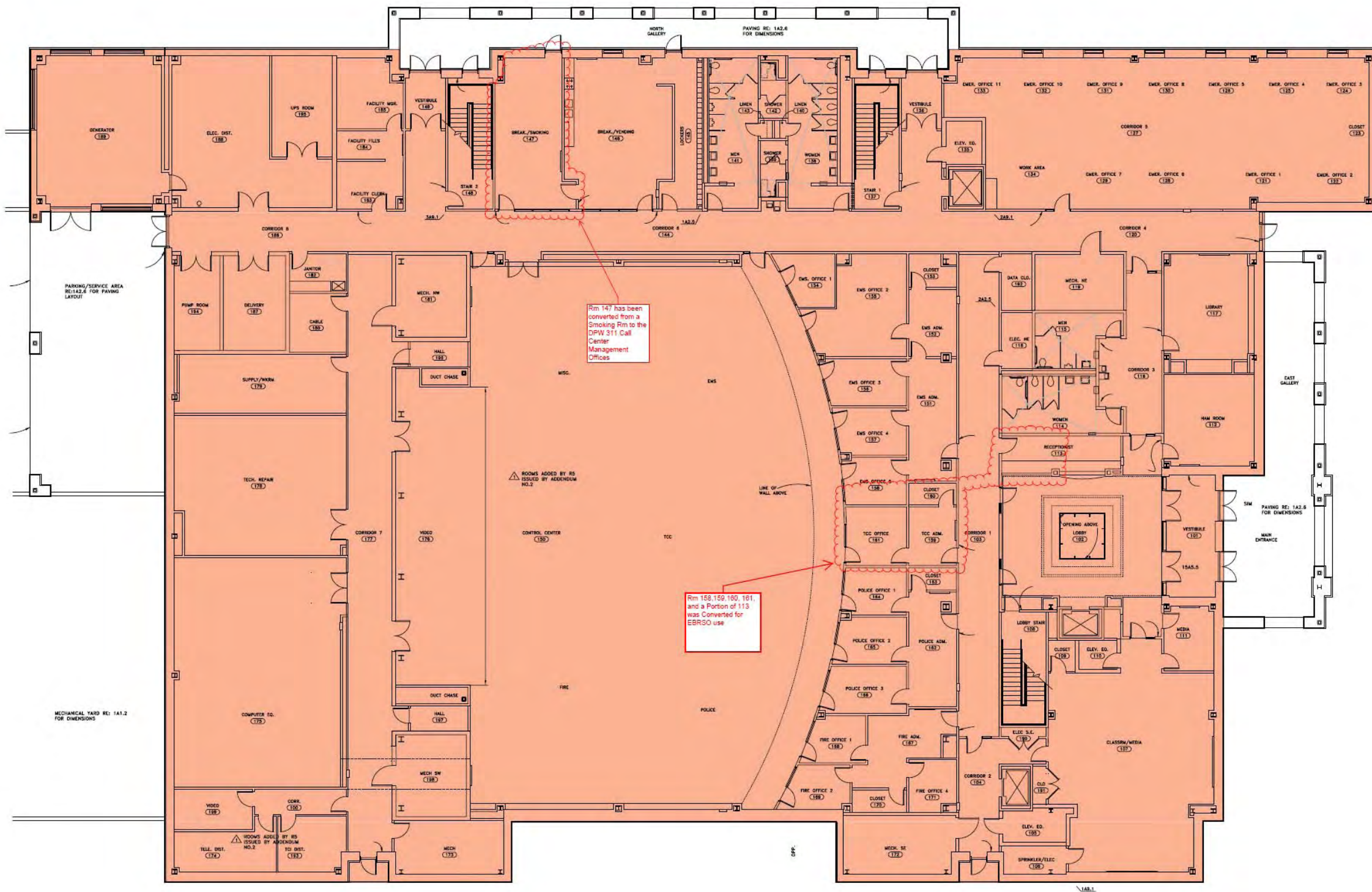
Melvin L. "Kip" Holden  
Mayor-President, East Baton Rouge  
Chairman, Baton Rouge Metropolitan Planning Organization  
Transportation Policy Committee

attachments



## ATTACHMENTS

- Facility Maps
- Office Space Allocation Tables
  - a. Original Space (2pgs)
  - b. 2009 Space (3pgs)
- Organizational Chart
- Existing Agreements



**1 FIRST FLOOR PLAN**  
1/8"=1'-0"  
RE:1A2.3

**FIRST FLOOR SQUARE FOOTAGE-**  
**35,412 SF**



**CONDOC NOTES**  
DIVISION 9

DIVISION 10

**GENERAL NOTES**

**SIGN TYPE LEGEND**

INTERIOR FRAMED ACRYLIC PANEL SIGN  
SINGLE ALUMINUM POST WITH SIDE MOUNTED PANEL  
WALL MOUNTED HOLLOW BOX PANEL  
INTERIOR FRAMED ACRYLIC PANEL SIGN  
ALUMINUM CAST LETTERS CONCEALED STEM MOUNTING  
BUILDING PLAQUE BRONZE CAST

**POST ARCHITECTS**

12032 BLOSSOM AVE. BOULDER, CO 80501  
TEL (303) 440-6664 FAX (303) 440-6665

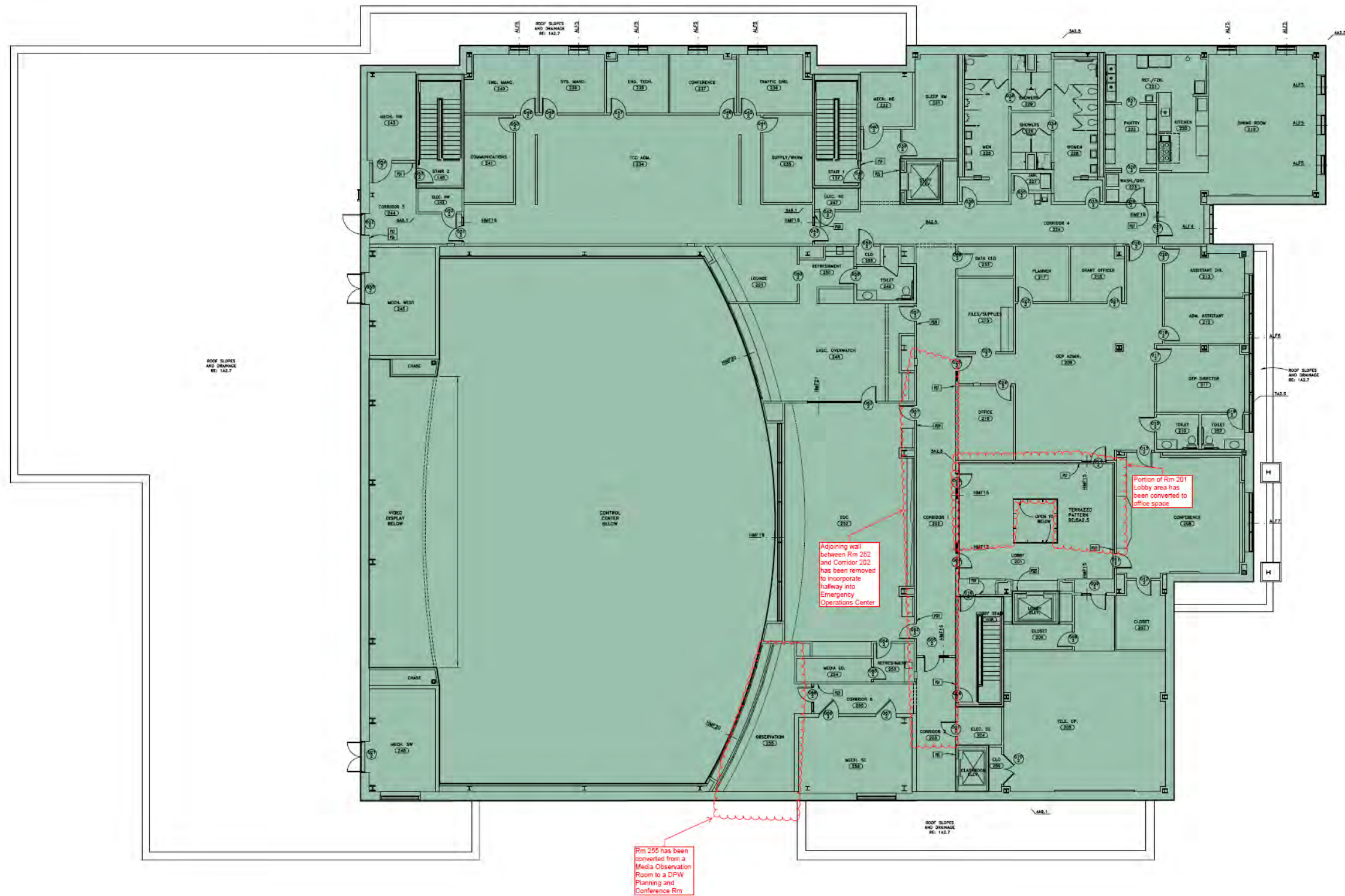
**ADVANCED TRAFFIC MANAGEMENT & EMERGENCY OPERATIONS CENTER**

SP 742-17-0110  
FAP AC-CM-1P-MISC (270)  
CP 97-MC-CF-5040  
HARRIS BLVD. NEAR AIRPORT  
BATON ROUGE, LOUISIANA

NO.	REVISIONS	DATE

FIRST FLOOR PLAN	
PROJECT NO. 9737	SHEET NO. <b>A2.1</b>
DRAWING FILE A2-100C.DWG	
DRAWN/CHECKED LEJUNE/SAB	
DATE 4-5-99	SHEET 19 OF 96





1 SECOND FLOOR PLAN  
1/8"=1'-0"  
RE: 1A2.4

SECOND FLOOR SQUARE FOOTAGE= 26,906 SF



CONDOC NOTES  
DIVISION 5  
DIVISION 8  
DIVISION 9  
DIVISION 10

GENERAL NOTES

SIGN TYPE LEGEND

- INTERIOR FRAMED ACRYLIC PANEL SIGN
- SINGLE ALUMINUM POST WITH SIDE MOUNTED PANEL
- WALL MOUNTED HOLLOW BOX PANEL
- INTERIOR FRAMED ACRYLIC PANEL SIGN
- ALUMINUM CAST LETTERS CONCEALED STEM MOUNTING
- BUILDING PLAQUE BRONZE CAST

POST ARCHITECTS  
12033 Boudrois Ave. Baton Rouge, LA 70816  
TEL (504) 293-8564 FAX (504) 293-5189

ADVANCED TRAFFIC MANAGEMENT & EMERGENCY OPERATIONS CENTER  
SP 746-17-0100  
FAP AC-CW-SP-MISC (275)  
CP 97-MB-CP-0045  
HARDING BLVD. NEAR AIRPORT  
BATON ROUGE, LOUISIANA

NO.	REVISIONS	DATE

SECOND FLOOR PLAN

PROJECT NO. 9737	SHEET NO. A2.2
DRAWING FILE A2-2000.DWG	DATE 4-5-99
DRAWN/CHECKED LEJUN/DAW	SHEET 29 OF 96





# FIRST FLOOR LEGEND / TOTALS

	MAYOR'S OFFICE OF HOMELAND SECURITY
	DOTD
	DEPARTMENT OF PUBLIC WORKS
	EMS
	POLICE
	SHERIFF
	FIRE DEPARTMENT
	311 CALL CENTER
	SHARED

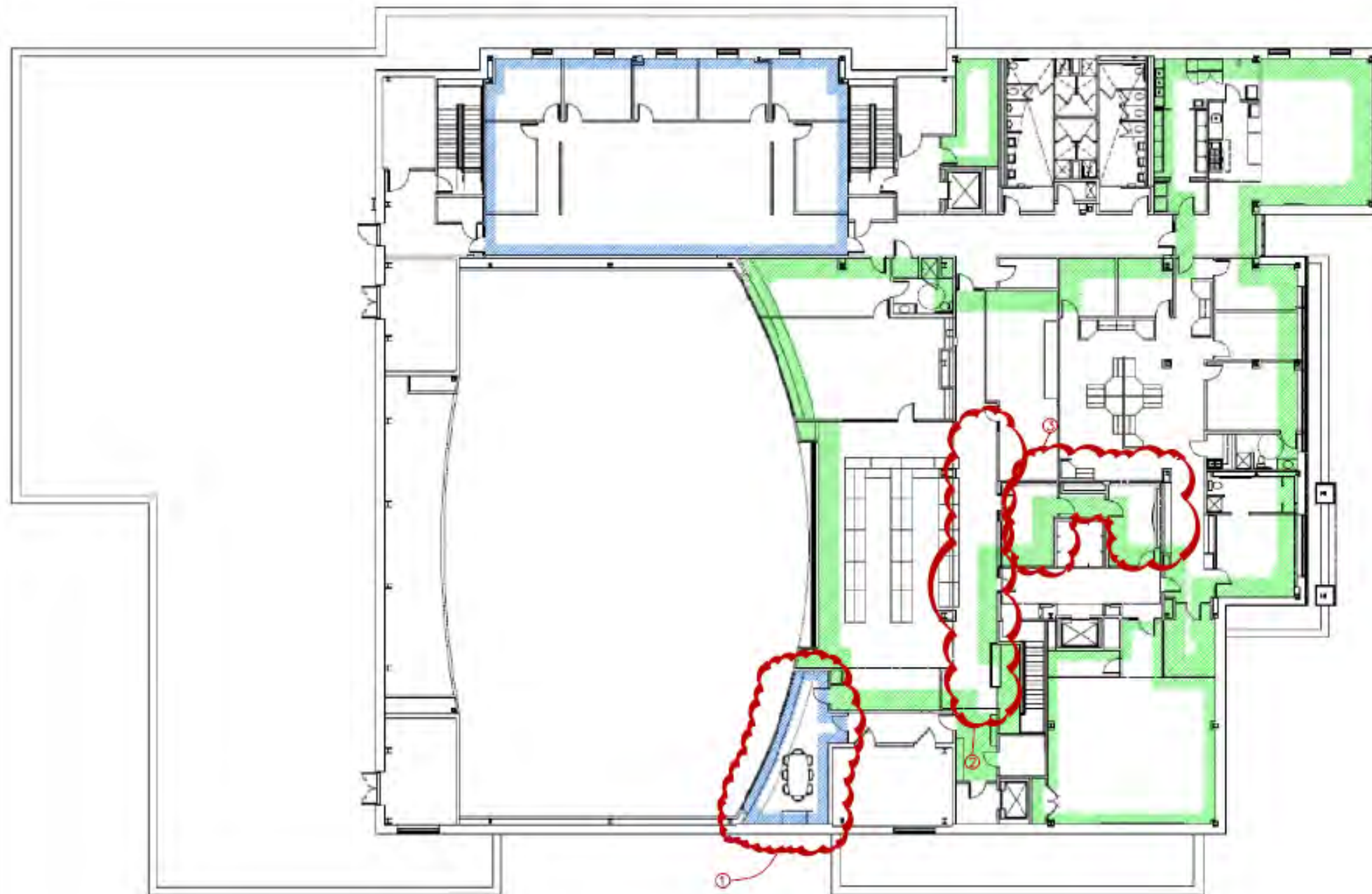
- ① 311 CENTER
- ② SHERIFF

1. FIRST FLOOR PLAN  
SCALE 1/8" = 1'-0"





**1. SECOND FLOOR PLAN**  
SCALE 1/4" = 1'-0"



**SECOND FLOOR LEGEND / TOTALS**

9,736		MAYOR'S OFFICE OF HOMELAND SECURITY
N/A		DOTD
3,020		DEPARTMENT OF PUBLIC WORKS
N/A		EMS
N/A		POLICE
N/A		SHERIFF
N/A		FIRE DEPARTMENT
N/A		311 CALL CENTER
		SHARED

- ① OBSERVATION ROOM  
NOW DPW PLANNING & CONFERENCE ROOM
- ② CORRIDOR/HALL OPEN/INCORPORATED INTO  
EOC ENLARGING ROOM, DOES NOT REDUCE  
TRAFFIC FUNCTION BUT ENHANCE EOC  
FUNCTION DURING EMERGENCIES
- ③ 2ND FLOOR LOBBY/OPEN AREA CONVERTED  
TO ADDITIONAL OEP/EOC SPACE



CITY OF BATON ROUGE  
DEPARTMENT OF PUBLIC WORKS  
ARCHITECTURAL SERVICES DIVISION  
4445 PLUM BLVD  
BATON ROUGE, LA 70806

BATON ROUGE ATM / EOC BUILDING  
INDIRECT COSTS PLANS

REVISIONS:

DATE  
07.09.2003

BY  
SECOND FLOOR  
INDIRECT COST  
PLAN

SHEET 2 OF 2  
**A2.2**

## Original ATM/EOC Office SQ Footage

RM #	Room Description	SQ. Footage	Ownership
<b>DPW Traffic Eng</b>			
234	Main Area	1,435	TED
235	Conference Rm	173	TED
236	Subdivision Engineer	164	TED
237	Sign/ PVT Marking Engineer	156	TED
238	Signal Engineer # 2	142	TED
239	Signal Engineer # 1	154	TED
240	Eng Manager	165	TED
159	TCC Adm	107	TED
160	Closet	39	TED
161	TCC Office	136	TED
		<b>2,671</b>	
<b>Office of Emergency Preparedness</b>			
206	Classroom Closet	71	OEP
207	OEP Closet	127	OEP
208	OEP Conference	632	OEP
209	OEP Main	1,031	OEP
210	OEP BR	59	OEP
211	Director	246	OEP
212	Asst Admin	144	OEP
213	Asst Director	148	OEP
215	Supply/Copy	165	OEP
216	Radio Office	167	OEP
217	Planner	123	OEP
218	Grant Officer	114	OEP
219	Dinning Room	765	OEP
220	Kitchen	159	OEP
221	Refridge/Freezer	170	OEP
222	Pantry	134	OEP
223	Washer/Dryer	57	OEP
231	Sleeping Room	190	OEP
248	Exec Overwatch	640	OEP
249	Mayor's BR	89	OEP
250	Mayor's Refresh	75	OEP
251	Mayor's Office	181	OEP
252	EOC	1,316	OEP
253	EOC Refreshment	63	OEP
254	EOC Media Storage	72	OEP
255	Media Overwatch	331	OEP
257	Directors BR	64	OEP
257	Director's Bathroom	60	OEP
117	Library	401	OEP
112	Races	318	OEP
107	Classroom/Media	1,208	OEP
109	Classroom Closet	31	OEP
259	Classroom Closet	21	OEP
111	Media Closet	119	OEP
191	Classroom Closet	20	OEP
		<b>9,512</b>	



## Original ATM/EOC Office SQ Footage

RM #	Room Description	SQ. Footage	Ownership
<b>LADOTD</b>			
134	DOTD Main	297	DOTD
121	Office 1	168	DOTD
122	Office 2	164	DOTD
124	Office 3	115	DOTD
125	Office 4	135	DOTD
126	Office 5	135	DOTD
128	Office 6	153	DOTD
129	Office 7	153	DOTD
130	Office 8	136	DOTD
131	Office 9	135	DOTD
132	Office 10	136	DOTD
133	Office 11	141	DOTD
123	Closet	20	DOTD
154	Control Room Office	103	EMS
127	Hallway	289	DOTD
		<b>2,281</b>	
<b>EMS</b>			
113	Receptionist	152	EMS
241	Radio Xmitter	176	EMS
151	EMS Admin	227	EMS
152	EMS Admin	123	EMS
153	Closet	62	EMS
155	Office 2	327	EMS
156	Office 3	148	EMS
157	Office 4	127	EMS
158	Office 5	112	EMS
		<b>1,453</b>	
<b>BR City Police</b>			
162	Police Admin/Conference	211	BRPD
163	Closet	41	BRPD
164	Office 1	112	BRPD
165	Office 2	124	BRPD
166	Office 3	148	BRPD
		<b>637</b>	
<b>BR Fire</b>			
167	Fire Admin/Conference	216	BRFD
168	Office 1	101	BRFD
169	Office 2	104	BRFD
170	Closet	49	BRFD
171	Office 3	95	BRFD
		<b>565</b>	
150	Control Center Floor	<b>7,365</b>	Shared
<b>Facility Mangement DPW</b>			
183	Facility Manager	134	DPW
184	Facility Files	82	DPW
185	Facility Clerk	190	DPW
		<b>406</b>	
<b>DPW 311</b>		<b>0</b>	
<b>East Baton Rouge Sherrif Office EBRSO</b>		<b>0</b>	
<b>Total Office Area</b>		<b>24,890</b>	

## 2009 ATM/EOC Office SQ Footage

RM #	Room Description	SQ. Footage	Ownership	Net Change (sf)
<b>DPW Traffic Eng</b>				
234	Main Area	1,435	TED	
235	Conference Rm	173	TED	
236	Subdivision Engineer	164	TED	
237	Sign/ PVT Marking Engineer	156	TED	
238	Signal Engineer # 2	142	TED	
239	Signal Engineer # 1	154	TED	
240	Eng Manager	165	TED	
159	TCC Adm	0	EBRSO	Assigned to EBRSO
160	Closet	0	EBRSO	Assigned to EBRSO
161	TCC Office	0	EBRSO	Assigned to EBRSO
255	Media Overwatch	331	TED/DPW	Assigned to DPW as Operational Center/Conf. Rm
		2,720		49
<b>Office of Emergency Preparedness</b>				
206	Classroom Closet	71	OEP	
207	OEP Closet	127	OEP	
208	OEP Director	632	OEP	
209	OEP Main	1,031	OEP	
210	OEP BR	59	OEP	
211	OEP Office Space	246	OEP	
212	Asst Admin	144	OEP	
213	Asst Director	148	OEP	
215	Supply/Copy	165	OEP	
216	Radio Office	167	OEP	
217	Planner	123	OEP	
218	Grant Officer	114	OEP	
219	Dinning Room	765	OEP	
220	Kitchen	159	OEP	
221	Refridge/Freezer	170	OEP	
222	Pantry	134	OEP	
223	Washer/Dryer	57	OEP	
231	Sleeping Room	190	OEP	
248	Exec Overwatch	640	OEP	
249	Mayor's BR	89	OEP	
250	Mayor's Refresh	75	OEP	
251	Mayor's Office	181	OEP	
252	EOC	1,732	OEP	From corridor 202
253	EOC Refreshment	63	OEP	
254	EOC Media Storage	72	OEP	
255	Media Overwatch	0	OEP	Assigned to DPW as Operational Center/Conf. Rm
257	Directors BR	64	OEP	
257	Director's Bathroom	60	OEP	
117	Library	401	OEP	
112	RACES	318	OEP	
107	Classroom/Media	1,208	OEP	
109	Classroom Closet	31	OEP	
259	Classroom Closet	21	OEP	
111	Media Closet	119	OEP	
201	New Office space	350	OEP	Split/Modified 2nd Flr Lobby 201
191	Classroom Closet	20	OEP	
		9,946		435

## 2009 ATM/EOC Office SQ Footage

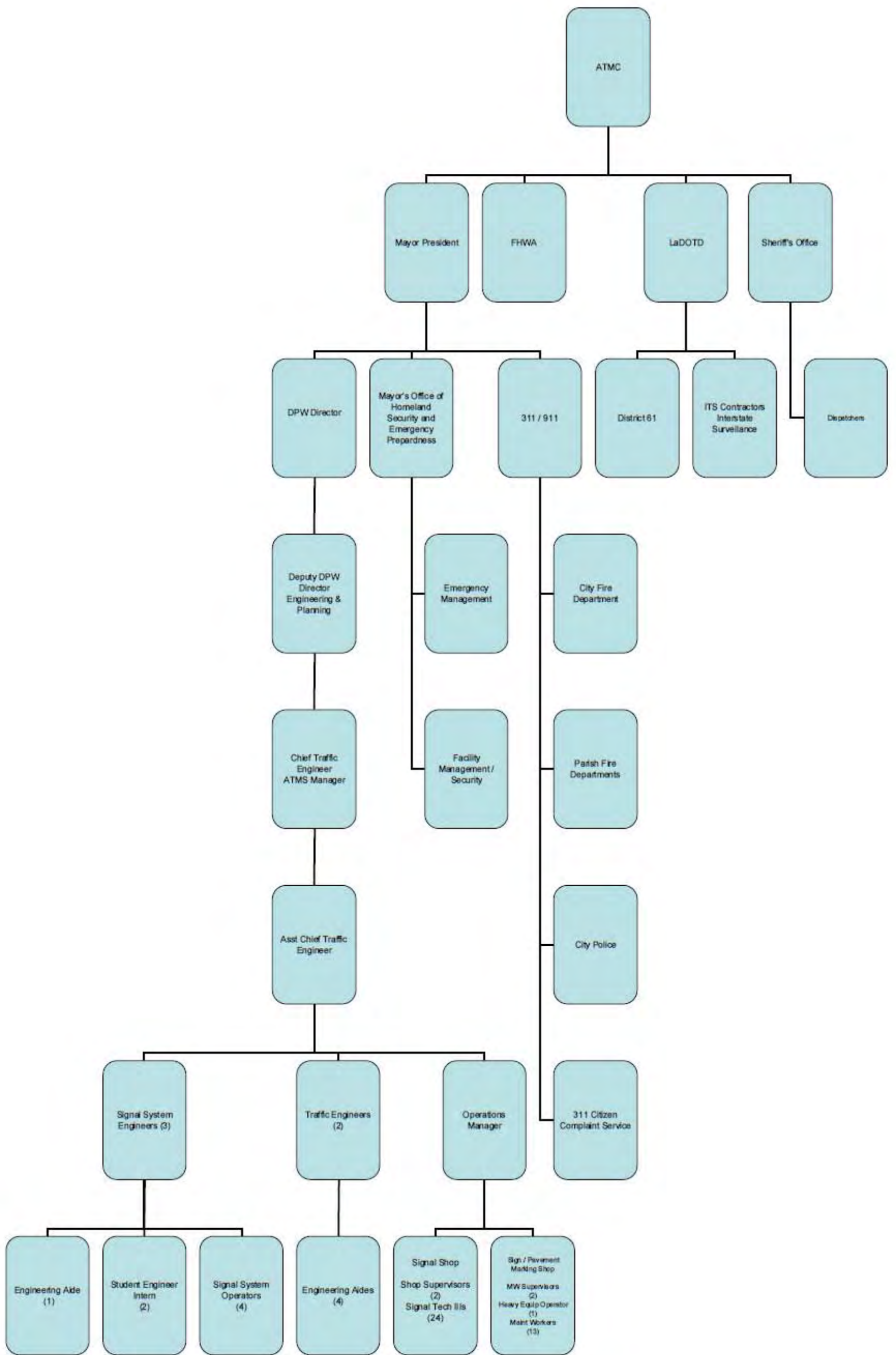
RM #	Room Description	SQ. Footage	Ownership	Net Change (sf)
<b>LADOTD</b>				
134	DOTD Main	297	DOTD	
121	Office 1	168	DOTD	
122	Office 2	164	DOTD	
124	Office 3	115	DOTD	
125	Office 4	135	DOTD	
126	Office 5	135	DOTD	
128	Office 6	153	DOTD	
129	Office 7	153	DOTD	
130	Office 8	136	DOTD	
131	Office 9	135	DOTD	
132	Office 10	136	DOTD	
133	Office 11	141	DOTD	
123	Closet	20	DOTD	
154	Control Room Office	103	DOTD/EMS	
127	Hallway	289	DOTD	
		<b>2,281</b>		<b>0</b>
<b>EMS</b>				
113	Receptionist	152	EMS	
241	Radio Xmitter	176	EMS	
151	EMS Admin	227	EMS	
152	EMS Admin	123	EMS	
153	Closet	62	EMS	
155	Office 2	327	EMS	
156	Office 3	148	EMS	
157	Office 4	127	EMS	
158	Office 5	112	EMS	
		<b>1,453</b>		<b>0</b>
<b>BR City Police</b>				
162	Police Admin/Conference	211	BRPD	
163	Closet	41	BRPD	
164	Office 1	112	BRPD	
165	Office 2	124	BRPD	
166	Office 3	148	BRPD	
		<b>637</b>		<b>0</b>
<b>BR Fire</b>				
167	Fire Admin/Conference	216	BRFD	
168	Office 1	101	BRFD	
169	Office 2	104	BRFD	
170	Closet	49	BRFD	
171	Office 3	95	BRFD	
		<b>565</b>		<b>0</b>
150	Control Center Floor	7,365	Shared	0
<b>Facility Mangement DPW (Management Transferred to OEP)</b>				
183	Facility Manager	134		
184	Facility Files	82		
185	Facility Clerk	190		
		<b>406</b>		<b>0</b>
<b>DPW 311</b>				
147	311 Management Offices	406	DPW 311	Previously smoking break room
		<b>406</b>		<b>406</b>

## 2009 ATM/EOC Office SQ Footage

RM #	Room Description	SQ. Footage	Ownership	Net Change (sf)
East Baton Rouge Sherrif Office EBRSO				
159	TCC Adm	107	EBRSO	From TED
160	Closet	39	EBRSO	From TED
161	TCC Office	136	EBRSO	From TED
		282		282
Total Office Area		26,062		1,172.00

Note that the changes listed do not reflect the space allocation adjustments/reconfiguration on the ATMC Control Center floor since actual number of consoles have been increased from 39 to 56





### **Director of Public Works (1) Reports to Mayor-President**

- Peter Newkirk, P.E.
  - The department of public works, its various divisions, functions and operations, shall be under the direct supervision and control of the director of public works, as provided for by the provisions of Section 5.04 of the Plan of Government. To the end of providing for the proper administration of the department, the director of public works is hereby authorized and directed to immediately prepare and cause to be promulgated and enforced, rules and regulations prescribing standards of conduct for the employees thereof; establishing and fixing a table of organization, including lines of authority, and responsibility, and outlining the policies and procedures of the department, which rules and regulations shall be supplemental to but not inconsistent with the Plan of Government, the provisions of this part or any other applicable ordinances or resolutions of the council. Such rules and regulations shall be applicable to all employees of the department, classified or unclassified, and violation thereof shall be cause for suspension or removal in accordance with the provisions of Section 9.05 of the Plan of Government.

### **Deputy DPW Director of Engineering & Planning reports to DPW Director**

- Bryan Harmon, P.E.
  - Under the direction of the Public Works Director, performs responsible administrative and technical work in assisting in directing of Department of Public Works activities. Work involves responsibility for the efficient administration of all public works engineering and planning efforts; the supervision of a large staff of technical, clerical, skilled, semiskilled, and unskilled personnel through subordinate supervisors; financial stewardship of City-Parish funds; and representation of the department in a variety of public forums (e.g. Metro Council meetings). Work requires exceptional teamwork and the use of independent judgment within established policy guidelines.

### **Chief Traffic Engineer (CTE) /ATMS Manager Reports to Deputy DPW Director**

- Ingolf Partenheimer, P.E., P.T.O.E.
  - General duty of the traffic engineer to determine the installation and proper timing and maintenance of traffic-control devices, to conduct engineering analyses of traffic accidents and to devise remedial measures, to conduct engineering investigation of traffic conditions, to plan the operation of traffic on the streets and highways of this city, and to cooperate with other city officials in the development of ways and means to improve traffic conditions, and to carry out the additional powers and duties imposed by ordinances of this city.



### **Signal System Engineers (SSE) (3) Report to the CTE**

- Sarah Edel, P.E.
- Jason Taylor, P.E.
- Michael Falcon, E.I.
  - Signal Timing Changes
  - Reviewing and Approving TSIs
  - Designing Communications Systems
  - Investigate Traffic Signal Complaints
  - Traffic Signal Warrant Studies
  - Coordinate the Red Light Running Camera Program
  - Safety Studies

### **Traffic Signal System Operators (5) Report to SSE**

- BJ Blades
- David Blow
- Aaron Butler
- Bruce Valentine
- Jason Widmeier
  - Operate Traffic Signal System
    - Day to Day
    - Traffic Incident Timing Plans
    - Special Events Diversion Routes
    - Hurricane Diversion Routes
  - Maintain Video Detection
  - Maintain Traffic Signal Systems Records
  - Install and Maintain Traffic Signal Communications Equipment
  - Maintain Court Records
  - Operate Wireless School Flasher System

### **Engineering Aides (1) Report to SSE**

- JoAnne Davis
  - Answers Phone
  - Traffic Engineering Field Studies
  - Manual Counts
  - RxR Coordinator

### **Students Report (2) to SSE**

- Duong Vu
- Erin Johnson
  - Create reports and TSIs

### **Assistant Chief Traffic Engineer (ACTE)**

- Cyndi Pennington, P.E., P.T.O.E.
  - Assists the Chief Traffic Engineer by running the day to day operations, training the administrative section in Traffic Engineering policies and studies. Responsible to Traffic Calming and Access Management policies.

### **Traffic Engineering Admin Section**

- Traffic Engineering Admin Section (14) reports to the ACTE
  - Payroll
  - Commercial & Subdivision Review
  - Traffic Impact Studies
  - Traffic Control Studies
  - Residential Traffic Calming Studies
  - Citizen Complaints
  - Construction/Parade Permits

### **Operations Manager (1) Reports to ACTE**

- William Patrick
  - Responsible for the coordination of both Shops

### **Signal Shop (26) Reports To Operations Manager**

- Signal Shop Supervisor (1)
- Assistant Signal Shop Supervisor (1)
- Traffic Signal Technician III (5)
- Traffic Signal Technician II (10)
- Traffic Signal Technician I (9)
  - Performs skilled work in the installation, maintenance and repair of solid state, electronic, electrical, electromechanical and digital traffic signal control and communication equipment and systems at the circuit component level. Work involves responsibility for ensuring that the traffic signal and communications equipment is maintained in continuous operational order. Incumbents in this class provide supervision, guidance, instruction and training to employees in lower classifications attempting to gain knowledge and experience. Employees of this class receive their assignments either orally or in writing and may be accompanied by sketches or blueprints. Incumbents in this position may be required to be on emergency call-out on a weekly rotating basis to maintain traffic signal and communications systems. The Traffic Signal Technician III is an advanced level position which includes the scope of a Traffic Signal Technician II, along with additional duties and responsibilities.

**Sign & Pavement Marking Shop (16) Reports to Operations Manager**

- Fabricates and installs traffic control signs
- Installs pavement markings
- Conducts traffic tube counts

**Mayor's Office of Homeland Security and Emergency Preparedness  
Reports to Mayor**

- Emergency Management
- ATMC Facility Management & Security

**311 / 911**

- City Fire Department
  - Reports to Fire Chief
- Parish Fire Departments
  - Report to Various Fire District Chiefs
- City Police
  - Reports to Chief of Police
- 311 Citizen Complaint Services
  - Reports to 311 Director at ATMC

**LaDOTD**

- District 61 Traffic Operations Engineer & Staff
  - Reports to District 61 Administrator
- ITS Interstate Surveillance Contractor
  - Reports to State ITS Director

**Sheriff's Office reports to Sheriff's Chief of Operations**

- Dispatchers

#1

MEMORANDUM OF UNDERSTANDING

FOR

STATE PROJECT NUMBER: 700-17-0161

ADVANCED TRAFFIC MANAGEMENT COMMUNICATIONS BUILDING

By and Among


THE CITY OF BATON ROUGE/EAST BATON ROUGE PARISH  
and  
THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
and  
THE U. S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION

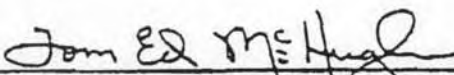
It is understood and agreed as follows:

1. Based on the proposed square footage requirements for traffic control systems and traffic related functions of other systems, 30% of the cost of the building is eligible for assistance through the Federal Highway Administration (FHWA) and Louisiana Department of Transportation and Development (LDOTD) using appropriate Federal-aid funds, limited to 80% of that cost.  $80\% \text{ of } 30\%$
2. The required 20% match for the Federal-aid share will be provided by the City of Baton Rouge-Parish of East Baton Rouge.
3. The City/Parish is paying for the design of the facility.
4. The City/Parish will operate and maintain the facility and the traffic control systems, as will be further defined in the Implementation Plan.
5. LDOTD will assign a coordinator to monitor the design and development of the facility.
6. FHWA will assign a coordinator to monitor the design and development of the facility.
7. FHWA will be the lead agency for the Environmental Clearance.
8. The City/Parish will let the project for construction following all LDOTD and FHWA procedures as outlined by these agencies. LDOTD and FHWA will review all documents for compliance.

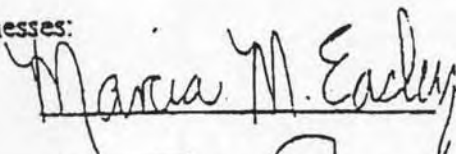
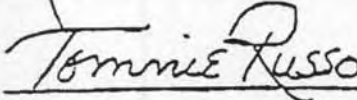
9. Federal-aid construction authorization for the building will take place after the Early Deployment Study Report and the Implementation Plan and all necessary agreements have been reviewed and approved by the LDOTD and the FHWA following Federal-aid procedures.


Witnesses:

  
\_\_\_\_\_  
Ray D. Anders

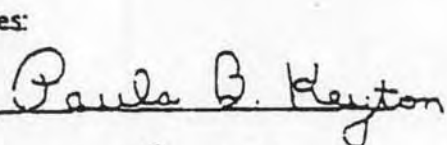
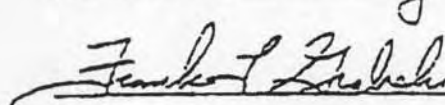
  
\_\_\_\_\_  
Tom Ed McHugh, Mayor-President  
City of Baton Rouge/Parish of East Baton Rouge  
2/17/98  
\_\_\_\_\_  
(Date)


Witnesses:

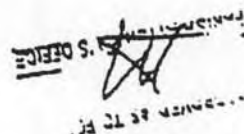
  
\_\_\_\_\_  
Marcia M. Easley  
  
\_\_\_\_\_  
Terrence Russo

  
\_\_\_\_\_  
Frank M. Denton, Secretary  
Department of Transportation & Development  
20 Feb 98  
\_\_\_\_\_  
(Date)

Witnesses:

  
\_\_\_\_\_  
Paula B. Keyton  
  
\_\_\_\_\_  
Frank L. Zisch

  
\_\_\_\_\_  
William A. Sussmann, Division Administrator  
Federal Highway Administration  
2/26/98  
\_\_\_\_\_  
(Date)

  
FEDERAL HIGHWAY ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION  
WASHINGTON, D.C. 20590



East Baton Rouge Parish  
Office of Emergency Preparedness  
P. O. Box 1471  
Baton Rouge, LA 70821  
(504) 389-3035 Office  
(504) 346-0281 Fax

May 19, 1997

## TRAFFIC INFORMATION

	1992	1993	1994	1995	1996	TOTAL
<b><u>BATON ROUGE POLICE</u></b>						
TOTAL NUMBER OF CALLS RECEIVED	187,761	187,205	193,497	209,927	218,621	997,011
<b>TRAFFIC CALLS RECEIVED</b>						
Traffic Accidents	20,552	19,219	18,966	19,987	21,211	99,935
Hit and Run	2,043	1,379	1,993	2,214	2,550	10,679
All Other Traffic	3,479	3,278	4,029	4,445	4,126	19,357
<b>TOTAL</b>	<b>26,074</b>	<b>24,376</b>	<b>24,988</b>	<b>26,646</b>	<b>27,887</b>	<b>129,971</b>
<b>TRAFFIC CALLS RESPONDED TO</b>						
Traffic Accidents					18,304	18,304
Hit and Run					2,368	2,368
All Other Traffic					3,565	3,565
<b>TOTAL</b>					<b>24,737</b>	<b>24,737</b>
<b><u>EMERGENCY MEDICAL SERVICES</u></b>						
TOTAL NUMBER OF RESPONSES			30,212	32,821	33,579	96,612
<b>TRAFFIC CALLS RESPONDED TO</b>						
TOTAL			5,529	6,004	5,957	17,490
			5,529	6,004	5,957	17,490
<b><u>BATON ROUGE FIRE DEPARTMENT</u></b>						
TOTAL NUMBER OF CALLS RECEIVED			16,704	21,710	23,170	61,584
<b>TRAFFIC CALLS RECEIVED &amp; RESPONDED</b>						
Traffic Accidents			861	1,163	1,432	3,456
All Other Traffic			457	666	652	1,775
<b>TOTAL</b>			<b>1,318</b>	<b>1,829</b>	<b>2,084</b>	<b>5,231</b>



ITEM	OPERATIONAL NEED	AREA (SQ.FT.)	NON SHARED AREA (SQ.FT.)	SHARED AREA (SQ.FT.)	TRAFFIC w/KNOWN SHARE %	TRAFFIC UNKNOWN SHARE %	TRAFFIC CONTROL AREA NEED
A	Emergency Preparedness	20,938	9,822	11,116		11,116x34.37%	3,821
B	EMS Communications/ Administration	2,710		2,710	2,710x17.7%		480
C	Baton Rouge Police Communications	605		605	605x12.8%		77
D	Baton Rouge Fire Communications	890		890	890x9.0%		80
E	Support Space (All Agencies)	4,549		4,549		4,549x34.37%	1,563
F	<del>Control Center (EMS)</del>	<del>2,520</del> 2,520		2,520	2,520x17.7%		446
F	Control Center (Police)	3,150		3,150	3,150x12.8%		403
F	Control Center (Fire)	1,470		1,470	1,470x9.0%		132
F	<del>Control Center (All Agencies)</del>	<del>6,804</del>		6,804		6,804x34.37%	2,339
F	<del>Control Center (Highway Only)</del>	<del>1,680</del> 1,680	1,680		1,680x100%		1,680
G	Traffic Control Center (Highway Only)	3,464	3,464		3,464x100%		3,464
	TOTAL	48,780	14,966	33,814			14,485

Traffic Control Portion of Shared Area =  $(1,680 \div 3,464) / 14,966 = 34.37\%$

Traffic Control Center Area Need/Total Area Need =  $14,485 / 48,780 = 29.69\% \approx 30\%$

Federal Share =  $29.69\% \times \text{Building Cost} \times 80\% = 23.76\%$

*30%*

*= 24%*

**A. COMMON BUILDING USE AREAS:**

General Program areas or usages common to all traffic control centers are as follows:

			%
1.	Operations Center:	2,520 S.F.	22.7
2.	Main Entrance:	1,680 S.F.	15.1
3.	Reception Area:	280 S.F.	2.5
4.	Women's Restroom:	588 S.F.	5.3
5.	Men's Restroom:	588 S.F.	5.3
6.	Mechanical Room/ Emergency Generators:	2,100 S.F.	18.9
7.	Public Observation Area:	630 S.F.	5.7
8.	Classroom/Media Room:	2,310 S.F.	20.8
9.	Media Equipment/Telephones:	420 S.F.	3.8

Area: 11,116 S.F.

**B. EMERGENCY MEDICAL SERVICES COMMUNICATIONS:**

Total Gross Area Programmed:	2,710 S.F.
Total Number of Responses (1996):	33,579
Total Number of Traffic Calls (1996):	5,957
Percent of Traffic Calls to Total Calls:	17.7%

Traffic Allocated Area: (2,710 S.F.) (17.7%) = 480 S.F.

**C. BATON ROUGE POLICE DEPARTMENT COMMUNICATIONS:**

Total Gross Area Programmed:	605 S.F.
Total Number of all Calls (1996):	218,621
Total Number of Traffic Calls (1996):	27,887
Percent of Traffic Calls to Total Calls:	12.8%

Traffic Allocated Area: (605 S.F.) (12.8%) = 77 S.F.

**D. BATON ROUGE FIRE DEPARTMENT COMMUNICATIONS:**

Total Gross Area Programmed:	890 S.F.	
Total Number of all Calls (1996):	23,170	23,170
Total Number of Traffic Calls (1996):	2,084	2,084
Percent of Traffic Calls to Total Calls:	9.0%	9%

Traffic Allocated Area: (890 S.F.) (9.0%) = 80 S.F.

E. SUPPORT SPACE SHARED FOR ALL COMMUNICATIONS:

Total Gross Support Space Area:	4,549 S.F.	4549
Total Program Area for all Communications (B,C & D):	4,205 S.F.	4205
Total Allocated Area for all Communications (B,C & D):	637 S.F.	637
Percent of Allocated to Total Area:	15.1%	15%

Support Space Allocated Area: (4,549 S.F.) (15.1%) = 637 S.F.

F. TRAFFIC CONTROL CENTER:

Total Gross Area Programmed:	3,464 S.F.	3464
Traffic Allocated Area:	3,464 S.F.	3464

G. CONTROL CENTER (SHARED):

Total Gross Area Programmed:	15,624 S.F.	15,624
Total Program Area for all Agencies (B, C, D, F):	7,669 S.F.	7,669
Total Allocated Area for all Agencies (B,C, D, F):	4,101 S.F.	4,101
Percent of Allocated to Total Area:	53%	53%

Control Center Allocated Area: (15,624 S.F.) (53.5%) = 8,359 S.F.

*PROGRAM REQUIREMENTS FOR THE PROPOSED  
ADVANCED TRAFFIC MANAGEMENT CENTER  
OFFICE OF EMERGENCY PREPAREDNESS  
EMERGENCY OPERATIONS CENTER  
911/EMS - POLICE - FIRE COMMUNICATIONS  
BATON ROUGE, LOUISIANA*

5-11-88 Post

**OVERVIEW**

East Baton Rouge Parish is rapidly growing. The population is steadily increasing along with business and industry. As the Parish continues to grow, its structure must grow too. In order to support the parish's growth, roads need improvement, utilities will have to be expanded, and communication capabilities will need to be enhanced.

Due to the geographic location, increasing changes in weather, immediate adjacency to the Mississippi River, and industry, the parish is exposed to many natural, technological, and manmade hazards, all of which have the potential to disrupt the community, cause damage, and create casualties. Additionally, Baton Rouge is a natural funnel for evacuation of much of coastal southeast Louisiana, including New Orleans, particularly if a hurricane approach from the east closes I-10 northeast-bound out of New Orleans. All of southeast Louisiana which is south of I-10/I-12 has the potential of evacuating through Baton Rouge, thereby placing greater emphasis on the smooth flow of traffic. This will require the capability to gain very early knowledge of traffic problems along with re-routing of traffic to maintain flow.

The proposed East Baton Rouge Parish Advanced Traffic Management Center/Emergency Operations Center/911 Communications will provide for the combined spatial areas for public safety agencies

Traffic Management/OEP/Communications



MEMORANDUM OF UNDERSTANDING

FOR

STATE PROJECT NUMBER: 742-17-0120

ADVANCED TRAFFIC MANAGEMENT/EMERGENCY OPERATIONS CENTER

By and Among

THE CITY OF BATON ROUGE/EAST BATON ROUGE PARISH  
and  
THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
and  
THE U. S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION

It is understood by all parties as follows:

I. Capital Outlay

- A. The Advanced Traffic Management Center/Emergency Operations Center (ATMC/EOC) is funded by a combination of Congestion Mitigation and Air Quality funding (CMAQ) and High Priority funding. The required matching funds will be furnished by the City of Baton Rouge/East Baton Rouge Parish (City/Parish).
- B. The field deployment of Intelligent Transportation Systems, Devices and Communications on the Interstate system will be funded using CMAQ funding. The Louisiana Department of Transportation and Development (DOTD) will furnish the required matching funds.
- C. State and local Surface Street Control Systems (computerized signals), Intelligent Transportation Systems, Devices and Communications will be designed and constructed with Federal funds. No Local or State match is required. All Signal Systems shall be NTCIP compliant if the NTCIP protocol is complete prior to final design, or NTCIP compatible if the protocol is not complete at that stage.

## II. Operations and Maintenance

- A. The City/Parish will be responsible for all operations of the Advanced Traffic Management Center, will staff the Center in accordance with the preliminary implementation plan, and will maintain all equipment within the Center. All expenses involved in the operations and maintenance of the Center are the responsibility of the City of Baton Rouge/Parish of East Baton Rouge. The staffing may be by City Parish personnel or by contract with others.
- B. The Louisiana Department of Transportation and Development will be responsible for the maintenance of all field deployed I.T.S. Systems, Devices and Communications on the interstate system. The required field operations and maintenance may be performed by DOTD staff or by contract with others. All expense involved with such maintenance will be the responsibility of DOTD. Space for storage and maintenance of the required spare units and spare parts for the field deployed I.T.S. Systems and Devices will be furnished by the contractor doing the maintenance or by DOTD at its Central Sign Shop location if the maintenance is to be accomplished by DOTD personnel.
- C. The operations and maintenance of State system Surface Street Controls, Devices and Communications will be funded by DOTD. The operations and maintenance will be performed by DOTD or by contract with others. The capability to control the Computerized Signal Systems will be at the Advanced Traffic Management/Emergency Operations Center.
- D. The Motorist Assistance Patrol (MAP) will be continued by DOTD utilizing Construction funding while any Interstate Construction is ongoing in the area. When Construction is not ongoing in the area, DOTD will continue funding for MAP utilizing CMAQ funds with DOTD providing the required match.
- E. Hours of Operation
  - ♦ During the "Interim Phase," the Advanced Traffic Management Center (ATMC) will operate five days per week (Monday through Friday) from 6:00 a.m. to 7:00 p.m. as a minimum.
  - ♦ During the "Near Term" deployment period, the ATMC will operate seven days per week with weekday operations from 6:00 a.m. to 7:00 p.m. and weekend operations from 8:00 a.m. to 6:00 p.m. as a minimum.
  - ♦ The operations of the Motorist Assistance Patrol (MAP) shall be continued as presently established while Construction is under way in the area and shall be consistent with the operating hours of the ATMC when funded using Federal funds and State match.



F. Advisory Committee

The following is a listing of Advisory Committee organizations:

Mayor's Office  
EBR DPW  
DOTD District Office  
DOTD State Traffic Engineer  
State Police  
FHWA  
CTC  
Director of ATM/EOC  
Capital Region Planning Commission  
Director of Office of Emergency Preparedness (EBR)

The initial appointees for these organizations are as follows:

Mayor's Office - Jim Brewer  
EBR DPW - Fred Raiford  
DOTD District Office - Gordon Nelson  
DOTD State Traffic Engineer - Peter Allain  
State Police - Mark Oxley  
FHWA - Ms. Nellie Stringfellow  
CTC - Debbie Moore  
Director of ATM/EOC  
Capital Region Planning Commission - Huey Dugas  
Director of Office of Emergency Preparedness (EBR)  
- JoAnne Moreau

This Advisory Committee has been established to develop and set policy and procedures for the operation of the Advanced Traffic Management System within the Baton Rouge TMA. The Advisory Committee is comprised of representatives from the lead organizations responsible for implementation, operations, and maintenance of the system.

Memorandum of Understanding - Page 4

Witnesses:

Cherie Hebert

Tom Ed McHugh

Tom Ed McHugh, Mayor-President  
City of Baton Rouge/Parish of East Baton Rouge

Ray D. Andrews

3-16-99

(Date)

Witnesses:

Marcus Easley

Kam K. Movassaghi

Kam K. Movassaghi, Ph.D., P.E., Secretary  
Department of Transportation & Development

Ernie Parns

3-17-99

(Date)

Witnesses:

Frank L. Grubbs

William A. Sussmann

William A. Sussmann, Division Administrator  
Federal Highway Administration

Walter J. Kudzia

3/18/99

(Date)





STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
P.O. Box 15337 Broadview Station  
Baton Rouge, Louisiana 70895-5337  
Phone (225) 935-0100 Fax (225) 935-0262



"MIKE" FOSTER, JR.  
GOVERNOR

KAM K. MOVASSAGHI, Ph.D., P.E.  
SECRETARY

MEMORANDUM OF UNDERSTANDING (MOU)

By and among

The City of Baton Rouge/East Baton Rouge Parish (City-Parish)

and

The Louisiana Department of Transportation and Development (DOTD)

and

The United States Department of Transportation (US DOT)

Federal Highway Administration (FHWA)

The purpose of this memorandum of understanding is to clarify and document action steps by the parties hereto toward development and implementation of Intelligent Transportation Systems (ITS) in the Baton Rouge Transportation Management Area. Be it understood by all parties:

- The City-Parish will be responsible for all operations, maintenance, and staffing of the Advanced Traffic Management Systems (ATMs) within the Advanced Traffic Management and Emergency Operations Center (ATM-EOC) in accordance with the MOU executed on March 18, 1999.
- The DOTD will be responsible for field deployment and maintenance of intelligent transportation systems (ITS) devices on state-owned highways in accordance with the MOU executed on March 18, 1999.
- The operations and maintenance of the state ITS system will be funded by DOTD. This function will be performed by DOTD or by contract with others.
- The Parish-wide Computerized Traffic Signal Control System will be established at the ATM-EOC. The ATM-EOC will control this system and allow remote monitoring/surveillance capabilities to other agencies including, but not limited to, DOTD, DPW, and FHWA. The City-Parish will relocate support staff responsible for managing and operating this system to the ATM-EOC. The staffing of systems support will be by City-Parish personnel or contract.
- The City-Parish will appoint a qualified engineer as Advanced Traffic Management Systems (ATMS) Manager of the ATM-EOC. The ATMS Manager will establish a permanent office at the ATM-EOC in conjunction with the planned opening of the ATM-EOC. The ATMS Manager will be responsible for overseeing all ATMS functions in accordance with the preliminary implementation plan.
- DOTD will be responsible for maintenance of ITS software located at the ATM-EOC necessary for integration of ITS devices deployed on state-owned highways.

- The City-Parish will grant DOTD use of its fiber optic telecommunications shared resources for ITS/highway use at no charge. DOTD will facilitate equipment and resources necessary to operate such telecommunications. DOTD will share data and services generated from ITS/highway use with the Department of Public Works (DPW) at no charge. This network will include connections to DOTD and Department of Public Works facilities responsible for the management and operations of ITS and transportation-related functions.

All provisions of original memorandums of understanding remain in effect.

Jayce A. Wood  
Witness

Tom Ed McHugh  
Tom Ed McHugh, Mayor-President  
City of Baton Rouge/Parish of East Baton Rouge

Cherie Hebert  
Witness

5-19-00  
Date

Tomonie Russo  
Witness

Kam K. Movassaghi  
Kam K. Movassaghi, Ph.D., P.E., Secretary  
Department of Transportation and Development

Marcus T. Frazier  
Witness

5-13-00  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
William A. Sussman, Division Administrator  
Federal Highway Administration

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

Approved as to Form

Parish Attorney's Office

4



STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
P.O. Box 94245  
Baton Rouge, Louisiana 70804-9245



M. J. "MIKE" FOSTER, JR.  
GOVERNOR

KAM K. MOVASSAGHI, PH.D., P.E.  
SECRETARY

June 27, 2001

Mr. Jerome M. Klier, P.E./P.L.S.  
Deputy Director  
East Baton Rouge Parish Department  
of Public Works  
Post Office Box 1471  
Baton Rouge, LA 70821

RE: ATM-EOC  
Cooperative Endeavor Agreement

Dear Mr. Klier:

Enclosed please find City-Parish's copy of the Cooperative Endeavor Agreement for the Advanced Traffic Management-Emergency Operations Center project. Please note that the signature page of the original agreement has been stamped approved by the State Office of Contractual Review. I have also included an original of the Addendum which we executed last week.

Thank you for your cooperation in this matter. If you have any questions about this Agreement, please feel free to call me at (225) 237-1360.

Sincerely,

Debra C. Eldredge  
Attorney

cc: Federal Highway Administration (w/original Agreement)  
Financial Services, DOTD (w/Department's original)  
Murphy Oufnac (w/State Aid Unit's original)  
Project Control (w/copy of Agreement)  
Purchasing (w/copy of Agreement)  
Edmond Preau (w/copy of Agreement)

AN EQUAL OPPORTUNITY EMPLOYER  
A DRUG FREE WORKPLACE

(4)

571462  
272-10048

STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

FEDERAL HIGHWAY ADMINISTRATION

COOPERATIVE ENDEAVOR AGREEMENT  
ADVANCED TRAFFIC MANAGEMENT &  
EMERGENCY OPERATIONS CENTER (ATM-EOC)

STATE PROJECT NOS. 742-17-0120 & 742-17-0128  
F.A.P. NO. CM-HP-MISC (275)  
CITY-PARISH PROJECT NO. 97-MS-CP-0040

EAST BATON ROUGE PARISH

THIS AGREEMENT, made and executed in four (4) original copies on this the 2<sup>nd</sup> day of February, 2001, by and among the Department of Transportation and Development, through its Secretary ("DOTD"), the Federal Highway Administration, through its Division Administrator ("FHWA"), and the City of Baton Rouge and Parish of East Baton Rouge, a political subdivision of the State of Louisiana, through its Mayor-President ("City-Parish"), to serve the public as hereinafter provided;

WITNESSETH: That

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions....may engage in cooperative endeavors with each other...; and

WHEREAS, the parties wish to cooperate with each other in the development, implementation, and operation of Intelligent Transportation Systems (ITS) in the Greater Baton Rouge Metropolitan Transportation Management Area and the State of Louisiana to benefit the public by means of more effective traffic control, incident management, and improved safety; and

WHEREAS, it is more economically feasible for agencies responsible for traffic and incident management to co-locate in such a facility to deliver seamless transportation services in a region and state; and

WHEREAS, the parties have previously entered into Memoranda of Understanding dated February 26, 1998, March 18, 1999, and May 30, 2000, with each other and concurred in by the Federal Highway Administration (FHWA) to govern each parties' duties and responsibilities with regard to operation, maintenance, and funding responsibilities for the Advanced Traffic

Management/Emergency Operations Center ("ATM-EOC") which is being constructed at 3773 Harding Boulevard adjacent to the Baton Rouge Metropolitan Airport in East Baton Rouge Parish; and

**WHEREAS**, the FHWA has defined federal funding participation for a portion of the communications and information infrastructure system for the ATM-EOC, as per the attached list identified as Exhibit A, and the DOTD is committed to the matching requirements of these federal funds and the portion of the funding in this Exhibit that is not eligible for federal participation; and

**WHEREAS**, the DOTD and the City-Parish wish to supplement the previous Memoranda of Understanding to further clarify their respective responsibilities in funding and managing joint regional/state operations utilizing the above referenced ATM-EOC;

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

#### **ARTICLE I - SCOPE OF SERVICES**

It is the intent of each of the parties hereto that the ATM-EOC shall be maintained as the preeminent "state-of-the art" Regional/State ITS facility for the duration of this agreement.

#### **RESPONSIBILITIES OF DOTD**

The DOTD agrees to purchase and/or reimburse the City-Parish the communications equipment necessary, including a video wall display system, to implement ITS within the ATM-EOC, as per the attached list identified as Exhibit A.

Additionally, DOTD agrees to deploy and maintain ITS devices on state-owned highways and to maintain and update as necessary the ITS software in the ATM-EOC for integration of the system on a regional and statewide basis.

#### **RESPONSIBILITIES OF CITY-PARISH**

In order that DOTD may effectively operate its statewide ITS functions, and in conjunction with regional traffic management functions and operations provided by the City-Parish utilizing the ATM-EOC, the City-Parish agrees to provide the following to DOTD for its use within the ATM-EOC:

- 4 Control Room Operator Consoles (Nos. 14, 15, 32 & 40)
- 15 Rooms (Nos. 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134 and 154)



These areas comprise approximately 2,900 square feet, and are hereby solely reserved for DOTD office and support space to be utilized exclusively for DOTD ITS purposes. (See attached Exhibit B). Furthermore, the City-Parish, agrees, at its expense, to finish this office area.

Additionally, the City-Parish agrees to provide DOTD with use at no charge, of support and shared areas of the ATM-EOC; including restrooms, break and vending areas, stairways, hallways, conference and library areas and access to non-restricted keyed entry areas (common areas are not to be restricted); with the understanding that a reservation schedule for the library, conference rooms and classrooms must be obtained from the ATM-EOC Manager in advance. Reservations will be made on a "first come/first served" basis with neither party being given preferential treatment.

The City-Parish agrees to pay all normal building operating expenses (lights, HVAC, water, sewer, custodial services and ground maintenance) of the ATM-EOC for DOTD use for the first ten (10) years of this agreement. Should this agreement be renewed pursuant to Article II, then and in such event, payment of such expenses shall be renegotiated.

The City-Parish agrees to provide DOTD with fifteen (15) dedicated (marked) parking spaces in the parking lot of the ATM-EOC, for use by DOTD employees while performing their responsibilities under this agreement. Visitor spaces shall be utilized jointly by the parties hereto.

#### ARTICLE II - TERM

→ June 21, 2001

This Agreement shall become effective from the date of approval by the Division of Administration, Office of Contractual Review, and shall remain in effect for ten (10) years, with options to renew for five (5) year periods thereafter if the parties agree.

#### ARTICLE III - TERMINATION

The DOTD may terminate this Agreement for cause based upon the failure of the City-Parish to comply with the terms and/or conditions of the Agreement; provided that the DOTD shall give the City-Parish written notice specifying the failure. If within ninety (90) days after receipt of such notice, the City-Parish shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the Agreement shall terminate on the date specified in the notice. The City-Parish 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 applicable to it under this Agreement; provided that the City-Parish shall give the DOTD written notice specifying the failure and a ninety (90) day period within which DOTD may cure the defect.

Either party may terminate this Agreement at any time by giving sixty (60) days written notice to the other party.

Upon termination of the agreement, whether for cause or without cause, the parties hereto shall negotiate a "buy-out" of all equipment purchased for the City-Parish.

#### **ARTICLE IV - OWNERSHIP/MAINTENANCE**

All records, reports, documents, equipment and other movable property generated or provided by the DOTD under this Agreement shall remain the property of the DOTD. All records, reports, documents, equipment and other movable property generated or provided by the City-Parish under this Agreement shall remain the property of City-Parish. (This paragraph does not apply to that list of items enumerated in Exhibit A which shall be owned by the City-Parish.)

The City-Parish shall own and maintain all communications equipment enumerated in Exhibit A, for the duration of this agreement.

It is further understood by both parties hereto that an appropriate process must be identified to exchange/upgrade outmoded equipment enumerated in Exhibit A. Procedures for accomplishing this exchange/upgrade will be detailed in a future memorandum of understanding between the parties hereto.

All future equipment acquired during the term of this agreement shall be owned by the party purchasing the equipment and shall be maintained and operated by said purchaser, unless otherwise agreed in a future memorandum of understanding.

#### **ARTICLE V - ASSIGNMENT**

The City-Parish shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the DOTD. The DOTD shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the City-Parish.

#### **ARTICLE VI - AUDIT**

The City-Parish agrees 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 City-Parish which relate to this Agreement.

#### **ARTICLE VII - DISCRIMINATION**

The DOTD and City-Parish agree to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal 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 Act of 1975, and the Americans with Disabilities Act of 1990.

6

The DOTD and City-Parish agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the DOTD or City-Parish, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

#### **ARTICLE VIII - AMENDMENTS**

The DOTD and City-Parish agree that any amendment to this Cooperative Endeavor Agreement must be in writing and executed by both parties.

#### **ARTICLE IX - PREVIOUS MEMORANDA OF UNDERSTANDING**

The DOTD and City-Parish agree that any provisions of the previous Memoranda of Understanding dated February 26, 1998, March 18, 1999, and May 30, 2000, to the extent not inconsistent with this Cooperative Endeavor Agreement, shall remain in full force and effect, unless amended in accordance with a supplemental written agreement.

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the 25<sup>TH</sup> day of JANUARY, 2001.

WITNESSES:

CITY OF BATON ROUGE/PARISH  
OF EAST BATON ROUGE

Ray D. Anders

BY: Bobby Simpson

Bobby Simpson  
Mayor-President

Ray A. Hood

Tax ID: 72-6000137

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the 1<sup>ST</sup> day of FEBRUARY, 2001.

WITNESSES:

STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT

Jay Ayers

BY: Kam K. Movassaghi

Kam K. Movassaghi, Ph.D., P.E.  
Secretary

Gail V. Raleigh

Tax ID: \_\_\_\_\_

APPROVED

Office of the Governor  
Office of Contractual Review

JUN 21 2001

David H. Smith  
DIRECTOR

RECOMMENDED FOR APPROVAL

BY: William H. Temple

William H. Temple, P.E.  
Chief Engineer

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the 2<sup>nd</sup> day of February, 2001.

WITNESSES:

Mary M. Stung

FEDERAL HIGHWAY ADMINISTRATION

BY: William A. Sussman

William A. Sussman  
Division Administrator

[Signature]

# ADVANCED TRAFFIC MANAGEMENT CENTER and EMERGENCY OPERATIONS CENTER

State Project No. 742-17-0120 ( Building and Site)

State Project No. 742-17-0128 ( Communications and Systems Infrastructure)

Federal Project No. CM-HP-MISC-275

City-Parish Project No. 97-MS-CP-0040

## EXHIBIT A

### Communications & Systems Infrastructure (Equipment, Acquisitions, Services & Installations)

ITEM NO.	TELECOMMUNICATIONS EQUIPMENT SYSTEM	FUNDING BY						
		Estimated Cost	Portion Eligible for Consideration	% Eligible	Portion Eligible	DOTD (Other)	DOTD Match	Federal
1	COMMUNICATIONS INFRASTRUCTURE PACKAGE	\$600,000	\$600,000	94.59%	\$567,540	\$32,460	\$113,508	\$454,032
2	AGENCY EQUIPMENT RELOCATION - FURNITURE	NON-PARTICIPATING			NON-PARTICIPATING			
	AGENCY EQUIPMENT RELOCATION - PCS							
3	NEW AGENCY EQUIPMENT - TVS, FAXES, VCRs, PRINTERS.	\$11,264	\$11,264	30%	\$3,379	\$7,885	\$676	\$2,703
4	INFORMATION SERVICES - COMPUTER EQUIPMENT	\$192,929	\$192,929	94.59%	\$182,492	\$10,437	\$36,498	\$145,993
	INFORMATION SERVICES - LAN/WAN	\$315,967	\$70,215	100%	\$70,215	\$245,752	\$14,043	\$56,172
	FIBER CONNECTIVITY - FIRE DEPT HQ CONDUIT AND FIBER	\$200,000	\$44,444	100%	\$44,444	\$155,556	\$8,889	\$35,555
	FIBER INSTALLATION CHARGES (FOR THE OC3 "SMART RING")	\$13,000	\$2,889	100%	\$2,889	\$10,111	\$578	\$2,311
5	CAD HARDWARE	\$145,633	\$145,633	100%	\$145,633	\$0	\$29,127	\$116,506
	CAD SYSTEM SOFTWARE							
	CAD SYSTEM SERVICES							
	CAD SYSTEM SUPPORT							
6	UPGRADE EXIST C.E.B., RADIO PCs, CONSOLE EQUIP	\$485,757	\$485,757	100%	\$485,757	\$0	\$97,151	\$388,606
	C.E.B. PROJ MGMNT, INSTALLATION, STAGING							
7	PBX PHONE SYSTEM	\$216,668	\$216,668	30%	\$65,000	\$151,668	\$13,000	\$52,000
8	911 TELEPHONE SYSTEM	NOT ELIGIBLE			NOT ELIGIBLE			
9	CONTROL CENTER CONSOLES	\$375,000	\$235,000	30%	\$70,500	\$304,500	\$14,100	\$56,400
10	VIDEO WALL DISPLAY SYSTEM	\$390,000	\$390,000	100%	\$390,000	\$0	\$78,000	\$312,000
11	ATMS COMPUTERS & EQUIPMENT	\$75,000	\$75,000	100%	\$75,000	\$0	\$15,000	\$60,000
CONTINGENCY (10%)		\$302,122	\$246,980		\$210,285	\$91,837	\$42,057	\$168,228
TOTAL ESTIMATED COSTS		\$3,323,340	\$2,716,779		\$2,313,134	\$1,010,206	\$462,627	\$1,850,507
Contract Change Order Total		\$1,501,500	\$1,347,500		\$1,130,844	\$370,656	\$226,169	\$904,675
State Procurement Total		\$1,739,340	\$1,286,779		\$1,099,790	\$639,550	\$219,958	\$879,832
Traffic Services Procurement Total		\$82,500	\$82,500		\$82,500	\$0	\$16,500	\$66,000

① ① = A+B+C

② = Potential Page 7

③ = B+C

③

A

B

C

Eligible Cost

NEE TO LOWER COST







**STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
FEDERAL HIGHWAY ADMINISTRATION**

**ADDENDUM TO  
COOPERATIVE ENDEAVOR AGREEMENT  
EMERGENCY OPERATIONS CENTER (ATM-EOC)**

**STATE PROJECT NOS. 742-17-0120 & 742-17-0128  
F.A.P. NO. CM-HP-MISC (275)  
CITY-PARISH PROJECT NO. 97-MS-CP-0040  
EAST BATON ROUGE PARISH**

---

**THIS ADDENDUM** to the Cooperative Endeavor Agreement dated February 2, 2001, is made and executed in four (4) original copies on this the 27<sup>th</sup> day of June, 2001.

The parties to the Cooperative Endeavor Agreement, the Department of Transportation and Development (DOTD), the City of Baton Rouge and Parish of East Baton Rouge (City-Parish), and the Federal Highway Administration (FHWA), agree to add the following language to the Cooperative Endeavor Agreement:

**ARTICLE I - A - COSTS**

The maximum authorized amount for State Project Number 742-17-0128 [the Communications and Systems Infrastructure (Equipment, Acquisitions, Services and Installations), itemized in Exhibit A (attached to the Cooperative Endeavor Agreement and to this Addendum)], is Three Million Three Hundred Twenty-Three Thousand, Three Hundred Forty Dollars (\$3,323,340.00). **Of this amount, the maximum authorized amount for expenditure by DOTD for State Project Number 742-17-0128 during the Fiscal Year 2000-2001 (Act 21 of 2000) is One Million Seven Hundred Fifty-Seven Thousand, Nine Hundred Forty-Four Dollars (\$1,757,944.00), with Federal participation in the cost as outlined in the attached Letter of Authorization and Project Agreement, executed by DOTD and FHWA.**

**ARTICLE II - A - FISCAL FUNDING**

Notwithstanding the language of Article II of this Agreement, 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 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, this Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

# ARTICLE IV - A - LOCATION OF THE EQUIPMENT

Unless otherwise agreed by the parties in a future Memorandum of Understanding for the exchange or upgrade of outmoded equipment, all Communications and Information Infrastructure Equipment obtained under this Agreement shall be used within the confines of the ATM-EOC, for the purposes agreed under this Agreement, and shall not be moved out of the ATM-EOC, or used for any purpose not agreed under this Agreement.

THUS DONE AND SIGNED, this 20 day of June, 2001, at Baton Rouge, Louisiana.

WITNESSES:

Ray D. Hughes  
Sw. R. J. Jr.

CITY OF BATON ROUGE AND  
PARISH OF EAST BATON ROUGE

BY: Bobby Simpson  
Bobby Simpson  
Mayor-President

THUS DONE AND SIGNED, this 21<sup>st</sup> day of June, 2001, at Baton Rouge, Louisiana.

WITNESSES:

Jay Ayers  
Gail V. Raleigh

STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT

BY: Kam K. Movassaghi  
Kam K. Movassaghi, Ph.D., P.E.  
Secretary

RECOMMENDED FOR APPROVAL

BY: William H. Temple  
William H. Temple, P.E.  
Chief Engineer

THUS DONE AND SIGNED, this 21<sup>st</sup> day of June, 2001, at Baton Rouge, Louisiana

WITNESSES:

Mary M. Long  
Wendy Maxwell

FEDERAL HIGHWAY ADMINISTRATION

BY: William A. Sussmann  
William A. Sussmann  
Division Administrator

APPROVED AS TO FORM:

Debra L. Hight  
LA. DOTD GENERAL  
COUNSEL'S OFFICE

Approved as to Form

Parish Attorney's Office

# **ADVANCED TRAFFIC MANAGEMENT CENTER and EMERGENCY OPERATIONS CENTER**

State Project No. 742-17-0120 ( Building and Site)

State Project No. 742-17-0128 ( Communications and Systems Infrastructure)

Federal Project No. CM-HP-MISC-275

City-Parish Project No. 97-MS-CP-0040

## **EXHIBIT A**

### **Communications & Systems Infrastructure (Equipment, Acquisitions, Services & Installations)**

ITEM NO.	TELECOMMUNICATIONS EQUIPMENT SYSTEM	FUNDING BY						
		Estimated Cost	Portion Eligible for Consideration	% Eligible	Portion Eligible	DOTD (Other)	DOTD Match	Federal
1	COMMUNICATIONS INFRASTRUCTURE PACKAGE	\$600,000	\$600,000	94.59%	\$567,540	\$32,460	\$113,508	\$454,032
2	AGENCY EQUIPMENT RELOCATION - FURNITURE	NON-PARTICIPATING				NON-PARTICIPATING		
	AGENCY EQUIPMENT RELOCATION - PCS.							
3	NEW AGENCY EQUIPMENT - TVs, FAXES, VCRs, PRINTERS.	\$11,264	\$11,264	30%	\$3,379	\$7,885	\$676	\$2,703
4	INFORMATION SERVICES - COMPUTER EQUIPMENT	\$192,929	\$192,929	94.59%	\$182,492	\$10,437	\$36,498	\$145,993
	INFORMATION SERVICES - LAN/WAN	\$315,967	\$70,215	100%	\$70,215	\$245,752	\$14,043	\$56,172
	FIBER CONNECTIVITY - FIRE DEPT HQ CONDUIT AND FIBER	\$200,000	\$44,444	100%	\$44,444	\$155,556	\$8,889	\$35,555
	FIBER INSTALLATION CHARGES (FOR THE OC3 "SMART RING")	\$13,000	\$2,889	100%	\$2,889	\$10,111	\$578	\$2,311
5	CAD HARDWARE	\$145,633	\$145,633	100%	\$145,633	\$0	\$29,127	\$116,506
	CAD SYSTEM SOFTWARE							
	CAD SYSTEM SERVICES							
	CAD SYSTEM SUPPORT							
6	UPGRADE EXIST C.E.B., RADIO PCs, CONSOLE EQUIP	\$485,757	\$485,757	100%	\$485,757	\$0	\$97,151	\$388,606
	C.E.B. PROJ MGMNT, INSTALLATION, STAGING							
7	PBX PHONE SYSTEM	\$216,668	\$216,668	30%	\$65,000	\$151,668	\$13,000	\$52,000
8	911 TELEPHONE SYSTEM	NOT ELIGIBLE				NOT ELIGIBLE		
9	CONTROL CENTER CONSOLES	\$375,000	\$235,000	30%	\$70,500	\$304,500	\$14,100	\$56,400
10	VIDEO WALL DISPLAY SYSTEM	\$390,000	\$390,000	100%	\$390,000	\$0	\$78,000	\$312,000
11	ATMS COMPUTERS & EQUIPMENT	\$75,000	\$75,000	100%	\$75,000	\$0	\$15,000	\$60,000
	CONTINGENCY (10%)	\$302,122	\$246,980		\$210,285	\$91,837	\$42,057	\$168,228
	TOTAL ESTIMATED COSTS	\$3,323,340	\$2,716,779		\$2,313,134	\$1,010,206	\$462,827	\$1,850,507
	Contract Change Order Total	\$1,501,500	\$1,347,500		\$1,130,844	\$370,656	\$226,169	\$904,675
	State Procurement Total	\$1,739,340	\$1,286,779		\$1,099,790	\$639,550	\$219,958	\$879,832
	Traffic Services Procurement Total	\$82,500	\$82,500		\$82,500	\$0	\$16,500	\$66,000



## ADVANCED TRAFFIC MANAGEMENT CENTER and EMERGENCY OPERATIONS CENTER

State Project No. 742-17-0120 (Building and Site)

State Project No. 742-17-0128 (Communications and Systems Infrastructure)

Federal Project No. CM-MISC (366)

## COMMUNICATION &amp; SYSTEMS INFRASTRUCTURE (EQUIPMENT, ACQUISITIONS, SERVICES &amp; INSTALLATIONS)

ITEM NO	TELECOMMUNICATIONS EQUIPMENT SYSTEM	FUNDING BY				VENDOR	DESCRIPTION
		ESTIMATED COST	DOTD (OTHER)	DOTD MATCH	FEDERAL		
3	NEW AGENCY EQUIPMENT - TVs, FAXES, VCRs, PRINTERS, DESK PCs	\$13,292	\$9,304	\$798	\$3,190	State Contract	Includes new equipment (i.e., TVs, fax machines, VCRs, Printers, Desktop PCs). All state contract items.
4	INFORMATION SERVICES - COMPUTER EQUIPMENT	\$207,369	\$11,219	\$39,230	\$156,920	State Contract	This system includes the computer hardware, wide area network (WAN), and local area network (LAN) equipment for the ATM-EOC. The LAN equipment is needed to interconnect systems within the ATM-EOC and the WAN connects to the City-Parish network. These include:
	INFORMATION SERVICES - LAN/WAN	\$316,412	\$246,197	\$14,043	\$56,172		
	FIBER CONNECTIVITY - FIRE DEPT HQ CONDUIT AND FIBER	\$200,000	\$155,556	\$8,889	\$35,555		
	FIBER INSTALLATION CHARGES (FOR THE QC3 "SMART RING")	\$13,000	\$10,111	\$578	\$2,311		
5	CAD HARDWARE					ADSi, Inc.	The CAD system provides incident management for all ATM-EOC through logging in of incident time, location, dispatch, login and logout times for all responding agencies and other incident related events. The system also provides a visual map displaying the
	CAD SYSTEM SOFTWARE	\$145,633	\$0	\$29,127	\$116,506		
	CAD SYSTEM SERVICES						
	CAD SYSTEM SUPPORT						
6	UPGRADE EXIST C.E.B., RADIO PCs, CONSOLE EQUIP	\$485,757	\$0	\$97,151	\$388,606	Motorola	The radio system utilized by the City-Parish is a Motorola Smartnet Trunked Radio System. The CEB is the common electronic equipment rack located at the facility to provide routing for all radio transmissions. Console mounted equipment provides the user
	C.E.B. PROJ MGMT, INSTALLATION, STAGING						
7	PBX PHONE SYSTEM	\$216,668	\$151,668	\$13,000	\$52,000	Black Box, Inc.	The PBX phone system is the central phone system to provide voice communication at the ATM-EOC. The system services reside on the Communications System Infrastructure
	CONTINGENCY (10%)	\$150,813	\$59,832	\$19,596	\$79,985		
	TOTAL ESTIMATED COSTS	\$1,757,944	\$643,888	\$222,812	\$891,245		
	TOTAL FEDERAL	\$891,245					
	TOTAL STATE	\$866,699					

DOTD ITS Unit

06/19/2001

① A B C

① = A+B+C

\* Changes Exch "A"



LETTER OF AUTHORIZATION AND PROJECT AGREEMENT NON-EXEMPT		1. FEDERAL-AID PROJECT NO. CM-MISC(366)
		2. STATE PROJECT NO. 742-17-0128
3. FROM DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT P. O. BOX 94245 BATON ROUGE, LOUISIANA 70804-9245	4. APPN: Q40	2A. PARISH NAME E.BATON ROUGE
6. TO FEDERAL HIGHWAY ADMINISTRATION, DIVISION ADMINISTRATOR		
7. EFFECTIVE DATE: APR 04 2001	8. ROUTE: ?	
9A. IS PROJECT ON NHS? NO	9B. IS PROJECT WITHIN AN URBAN AREA? STATEWIDE	9C. STIP REFERENCE NO.: CM FY00-01 Constr. (742-17-99Q)
10. GENERAL DESCRIPTION OF WORK: ATM-EOC COMMUNICATION SYSTEMS EQUIPMENT		
11. TYPE OF PROJECT: CONST		
1. ENVIRONMENTAL CLEARED N/A, <del>2. ENVIRONMENTAL CLEARANCE WILL BE OBTAINED PRIOR TO FINAL PLAN PREPARATION.</del> 3. ALL RIGHT-OF-WAY ACTIVITIES WILL BE ACCOMPLISHED IN ACCORDANCE WITH THE UNIFORM ACT AS CERTIFIED IN OUR STATEWIDE ASSURANCES FOR THIS PROGRAM.		
12. REMARKS		
TOTAL COST: 1,757,944.00      RATIO: 80%      FEDERAL FUNDS: 891,245.00		
13. DATE 03/30/2001	14. DOTD OFFICIAL <i>[Signature]</i>	15. TITLE AUTHORIZED DOTD OFFICIAL
16. DATE 4/4/01	17. FHWA APPROVAL <i>[Signature]</i>	18. TITLE Technology Management System Engr.

THE STATE AGREES THAT AS A CONDITION TO PAYMENT OF THE FEDERAL FUNDS OBLIGATED, IT ACCEPTS AND WILL COMPLY WITH THE AGREEMENT PROVISIONS SET FORTH IN 23 CFR 630.307, AND ITS SIGNATURE CONSTITUTES THE MAKING OF THE CERTIFICATIONS.

#### TYPE OF HIGHWAY:

- D DIVIDED  
 U UNDIVIDED  
 M MINOR ARTERIAL  
 C COLLECTOR (MAJOR)  
 L LOCAL  
 R RURAL MINOR COLLECTOR  
 P PRINCIPAL ARTERIAL  
☒ NR NOT APPLICABLE

Funds Available

Initials *Wm*

Date *4/4/01*

#### NUMBER OF:

- \_\_\_\_\_ LANES  
 \_\_\_\_\_ LANE MILES  
 \_\_\_\_\_ STRUCTURES  
 \_\_\_\_\_ INTERSECTIONS IMPROVED  
 \_\_\_\_\_ CROSSING PROTECTED  
 \_\_\_\_\_ CROSSING IMPROVED/ELIM.  
 \_\_\_\_\_ PROJECTS

#### TYPE OF IMPROVEMENT:

- 01 NEW ROUTE  
 02 RELOCATION  
 15 RECONST-ADD CAPACITY  
 16 RECONST-NO ADD CAPACITY  
 04 MAJOR WIDENING  
 05 MINOR WIDENING  
 06 RESTORATION & REHAB.  
 07 RESURFACING  
 08 NEW BRIDGE  
 09 BRIDGE REPLACEMENT  
 10 MAJOR BRIDGE REHAB  
 11 MINOR BRIDGE WORK  
☒ 12 SAFETY/TRAFFIC/TSM/TOPICS  
 13 ENVIRONMENT RELATED  
 14 SPECIAL BRIDGE PROJECTS

#### MULTI-CONGRESSIONAL DISTRICTS

- ALLEN 04 OR 07  
 ASCENSION 03 OR 06  
 EVANGELINE 05 OR 07  
 JEFFERSON 01 OR 02 OR 03  
 ORLEANS 01 OR 02  
 ST. MARTIN 03 OR 07

*Wm*  
**COPIES MAILED**

APR 4 2001

\_\_\_\_\_ REGIONAL OFFICE  
 \_\_\_\_\_ DOTD  
 \_\_\_\_\_ WASHINGTON  
 \_\_\_\_\_ OTHER

16

ESTIMATE SHEET  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
FEDERAL AID PROJECT NO. CM-MISC(366)  
STATE PROJECT NO. 742-17-0128

DATE: MARCH 30, 2001

NAME : ATM-EOC COMMUNICATION SYSTEMS EQUIPMENT  
PARISH : E.BATON ROUGE  
TYPE : ATM-EOC COMM. EQUIP. BRTMC

SURFACING : N/A

PREPARED BY: TERRY CORMIER

TITLE: FEDERAL AID MANAGER

PROJECT ESTIMATE AUTHORIZATION AND AGREEMENT

Project to consist of ATM-EOC Communication Sys. Equip. for Baton Rouge Traffic Management Center

Contract with: Various Vendors

PARTICIPATING

COMPUTERIZED MATCHING - CODE - Y033

Estimated cost as per agreement with city of Baton Rouge in  
EBR Parish dated February 2, 2001

	\$	954,243.16
SUBTOTAL	\$	954,243.16
CONTGS	\$	159,813.09
TOTAL	\$	1,114,056.25

NON-PARTICIPATING

COMPUTERIZED MATCHING - CODE - Y033

Estimated cost remaining amount not covered by Federal  
Participation dated

	\$	643,887.75
SUBTOTAL	\$	643,887.75
TOTAL	\$	643,887.75

Total Project Cost	\$	1,757,944.00
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Item Type - Consultant Contracts Projects

Project Number :	742-17-0120
Project Name :	Advanced Traffic Management Center and
Emergency Operations Center (ATM-EOC)	
Parish Number :	17
Type Action :	Cooperative Endeavor Agreement
Document Date :	2/2/2001
Consultant :	City of BR/Parish of East BR
Coordinator/Project Manager :	John Oglesby/Debra Eldredge
Comments :	FAP NO CM-HP-MISC(275) East Baton Roug
e Parish	
Scan Id :	
User ID :	
Timestamp :	
Route Number :	
Addressee :	
Signed By :	
File Number :	
Is it a Contract or Agreement? :	

#6

COOPERATIVE ENDEAVOR AGREEMENT

BY AND BETWEEN

THE CITY OF BATON ROUGE/PARISH OF EAST BATON ROUGE  
AND

THE EAST BATON ROUGE PARISH SHERIFF'S OFFICE

FOR THE EMERGENCY OPERATIONS CENTER

THIS AGREEMENT, made and executed in four (4) original copies on this 1st day of May, 2009, by and between the City of Baton Rouge and Parish of East Baton Rouge, through its Mayor-President ("City-Parish"), and the East Baton Rouge Parish Sheriff's Office, through the Sheriff, Sid J. Gautreaux, III ("Sheriff's Office"), both political subdivisions of the State of Louisiana, to serve the public as hereinafter provided;

WITNESSETH: That

WHEREAS, Article VII, Section 14 (C) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions..... may engage in cooperative endeavors with each other.....; and

WHEREAS, the parties wish to cooperate with each other in providing emergency and disaster response to benefit the public by means of improved safety and more effective incident management; and

WHEREAS, it is more economically feasible and efficient for agencies responsible for emergency incident management and disaster response to co-locate in one facility to deliver seamless services in the region; and

WHEREAS, the City-Parish and Sheriff's Office wish to clarify their respective duties and responsibilities in allowing the Sheriff's Office to utilize the City-Parish Emergency Operations Center;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I

The East Baton Rouge Sheriff's Office will be allocated certain space at the City-Parish Emergency Operations Center for their exclusive use as shown on the diagram attached hereto and made a part hereof.

ARTICLE II

The Sheriff's Office may have two personnel at the Emergency Operations Center reception desk and may have a phone line installed at that work station at their expense. The reception desk, furniture and furnishings, scheduling and access to other areas remain under the control of the City-Parish Director of Emergency Preparedness.

ARTICLE III

Subject to consultation with the City-Parish Director of Information Services and the City-Parish Director of Emergency Preparedness, the Sheriff's Department may also house its computer servers in 100 square feet of space in the Server Room of the Emergency Operations Center.



#### ARTICLE IV

The Sheriff's Department may use the main call center floor area for its emergency operators, installing at its expense and under the design/layout direction of the City-Parish Special Projects Architect, the City-Parish Director of Information Services and the City-Parish Director of Emergency Preparedness, work stations for its operators.

#### ARTICLE V

The City-Parish shall be responsible for all building maintenance, repair and upkeep of the building as well as for all costs of operations during the term of this agreement. Based on the allocable cost of operation and maintenance of the building as shown on the attached schedule, the Sheriff's Office will reimburse the City-Parish Fourteen Thousand ninety seven and 00/100 (\$14,097.00) dollars annually for the use of the herein described space and services, which shall be paid in full by June 30 of each year and shall be prorated for any partial year.

#### ARTICLE VI

The Sheriff's Office may have use of the two (2) offices currently occupied by Traffic Management after modifications are made to the existing structure and upon being vacated by the Traffic Management Division.

#### ARTICLE VII

It is agreed and understood that the Parish of East Baton Rouge Emergency Operations Center is a City-Parish facility under the overall control of the Mayor-President, and that the Director of Emergency Preparedness is the manager of the entire facility with the authority and approval to access all spaces at all times, and may, at all times, enter into and upon said areas being used by the Sheriff's Office for the purpose of enforcement of the covenants contained in this agreement and for the purpose of inspection

#### ARTICLE VIII

The term of this agreement shall be for a period of ten (10) years from the \_\_\_\_\_ day of \_\_\_\_\_ 2009, until the \_\_\_\_\_ day of 200 \_\_\_\_\_. This agreement may be extended upon a mutual agreement of the parties for two additional one (1) year periods and/or continued on a month to month basis after the initial term.

#### ARTICLE IX

Any property/equipment or other accessories or necessities that are brought upon the premises by the Sheriff's Office shall be at the sole risk of the Sheriff's Office and shall be removed from the premises at the expiration of the term of this agreement.

#### ARTICLE X

The Sheriff's Office agrees that no changes or alterations shall be made to the premises, the equipment and furnishings, unless made with prior written approval of the City-Parish Director of Emergency Preparedness.

#### ARTICLE XI

The Sheriff's Office agrees to indemnify, defend, and hold harmless the City-Parish from any and all losses, damages, expenses or other liabilities, including but not limited to attorney fees, court costs and other costs of defense, arising from or in any way connected with any claim for personal injury, death, property damage, or other liability that may be asserted against the City of Baton Rouge, Parish of East Baton Rouge by any party which

arises or allegedly arises out of the action or inaction by the Sheriff's Office in the performance of its obligations under this agreement; and further, the Sheriff's Office does hereby release the City of Baton Rouge, Parish of East Baton Rouge, its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way of subrogation or otherwise for any loss or damage which the Sheriff's Office, its agents or insurers may sustain to or in anyway related to the Sheriff's Office operation under this agreement.

#### ARTICLE XII

Either party hereto shall be entitled to cancel this agreement upon giving written notice to the other party.

THUS DONE AND SIGNED by the respective parties on the respective dates as are hereinafter set out in the presence of the undersigned competent respective witnesses and notaries public, all in multiple originals, as follows, to-wit:

Witnesses:

*Jean H. [Signature]*  
*[Signature]*

Witnesses:

*[Signature]*  
*[Signature]*

City of Baton Rouge/Parish of  
East Baton Rouge By

**APPROVED**  
*[Signature]*  
PARISH ATTORNEY'S OFFICE  
*J. Michael [Signature]*  
Melvin "Kip" Holden J. MICHAEL WALKER, Sr.  
Mayor-President Mayor PRO TEODORO  
Date: 4-30-09

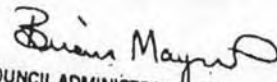
East Baton Rouge Parish Sheriff's Office  
By:

*[Signature]*  
Sid J. Gautreaux, HI  
Sheriff  
Date: 4-28-09

RESOLUTION 47024

ADOPTED  
METROPOLITAN COUNCIL

APR 22 2009

  
COUNCIL ADMINISTRATOR TREASURER

AUTHORIZING THE MAYOR-PRESIDENT TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF BATON ROUGE/PARISH OF EAST BATON ROUGE AND THE EAST BATON ROUGE PARISH SHERIFF'S OFFICE PERTAINING TO THEIR USE OF CERTAIN SPACE AT THE EMERGENCY OPERATIONS CENTER; SAID COOPERATIVE ENDEAVOR AGREEMENT TO CONTAIN SUCH TERMS AND CONDITIONS AS MAY BE APPROVED BY ADMINISTRATION AND THE PARISH ATTORNEY.

BE IT RESOLVED by the Metropolitan Council of the Parish of East Baton Rouge and City of Baton Rouge that:

Section 1. The Mayor-President, on behalf of the City of Baton Rouge, Parish of East Baton Rouge is hereby authorized to execute a Cooperative Endeavor Agreement between the City of Baton Rouge/Parish of East Baton Rouge and the East Baton Rouge Parish Sheriff's Office authorizing their use of certain space at the Emergency Operations Center; said Cooperative Endeavor Agreement to contain such terms and conditions as may be approved by Administration and the Parish Attorney.

Section 2. The agreement herein authorized shall be approved by the Parish Attorney as to form and legality.

Section 3. Said agreements, or any amendments thereto, shall be reviewed and approved by the Finance Department prior to signature by any of the persons authorized to sign.

STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

## AGREEMENT

STATE PROJECT NOS. 742-17-0119, 742-17-0120 AND 742-17-0121  
FEDERAL AID PROJECT NOS. CM-HP-MISC(275) AND CM-MISC(275)  
EAST BATON ROUGE PARISH PROJECT NO. 97-MS-CP-0040  
ADVANCED TRAFFIC MANAGEMENT CENTER  
AND  
EMERGENCY OPERATIONS CENTER  
EAST BATON ROUGE PARISH

THIS AGREEMENT, made and executed in three (3) original copies on this 9th day of October, 1998, by and between the Department of Transportation and Development, hereinafter referred to as "DOTD", and the City of Baton Rouge/Parish of East Baton Rouge, a political subdivision of the State of Louisiana, hereinafter referred to as "Grantee";

WITNESSETH: That;

WHEREAS, under the provisions of Title 23, United States Code, "Highways", as amended, funds have been appropriated under the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) to finance projects under the Congestion Mitigation and Air Quality (CMAQ) Program and under the Transportation Equitable Act for the 21st Century (TEA 21) which are under the direct administration of the DOTD; and

WHEREAS, the Grantee has requested an appropriation of funds to finance a portion of the project as described herein; and

WHEREAS, the project is part of a transportation improvements program serving the Baton Rouge Metropolitan Area and has been included in the local Metropolitan Planning (MPO) Transportation Improvement Program (TIP), as required by 23 CFR 450.324; and

WHEREAS, the DOTD is agreeable to the implementation of this Project and desires to cooperate with the Grantee as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:



## ARTICLE I - PROJECT DESCRIPTION

The improvement that is to be undertaken under this project will consist generally of building an advanced traffic management center and emergency operations center. All traffic control incident management and emergency functions for East Baton Rouge Parish will be housed in this specifically constructed facility. The facility will be located on Harding Boulevard (LA 408) approximately one-half mile east of Interstate Highway 110.

For purposes of identification and record keeping, State and Federal Project Numbers have been assigned to this project as follows:

For clearing and grubbing services, State Project No. 742-17-0119 and Federal-Aid Project No. CM-MISC(275) have been assigned to the federal participation portion and State Project No. 742-17-0121 for non-participating funds. All correspondence regarding clearing and grubbing shall be identified with these project numbers.

For all services relating to the construction of the facility, including construction, engineering/architectural inspection and testing services, State Project No. 742-17-0120 and Federal Project No. CM-HP-MISC(275) and CM-MISC(275) have been assigned. All correspondence regarding construction, including construction plans shall be identified with these project numbers.

All progress reports, invoices, etc. incurred in the performance of these services shall be identified with these project numbers.

## ARTICLE II - FUNDING

Except for services hereinafter specifically listed to be furnished at the DOTD's expense or at the Grantee's expense, as the case may be, the cost of this project will be a joint participation between the Grantee and the Federal Highway Administration, hereinafter "FHWA". At the time of authorization the FHWA will participate at an 80% level in 30% of the clearing and grubbing, facility construction, architectural/engineering, testing and inspection services. The FHWA will also contribute an additional maximum amount of \$5,400,000 which represents an 80% participation rate in the allowable remaining project costs. Total FHWA participation from all funding sources will not exceed 80% of allowable (participating) total costs incurred after FHWA authorization. The Grantee will fund all remaining and non-participating project costs. The Grantee does, however, reserve the right to incorporate items of work into the construction contract not eligible for Federal-Aid participation if it so desires. Funds will be disbursed as provided in Article VII.

The Grantee is hereby forewarned that no contractual obligations or expenditures of funds will be incurred until the DOTD and the Grantee are in receipt of the Federal Highway Administration authorization (FHWA form 1240) and the DOTD formally notifies the Grantee that it may incur contractual obligation and fund expenditures.

The cost of all services performed for the Grantee by the DOTD at the specific request of the Grantee will be determined on the basis of the DOTD's actual cost plus overhead including payroll additives. Payment for such services shall be made in advance by the Grantee based on a reasonable estimate prepared by the DOTD. Overruns and/or underruns in the cost of such services will be determined after completion of the services rendered and the proper party will be reimbursed accordingly. Services performed by the DOTD will be eligible for reimbursement by the FHWA in the appropriate ratio in effect at the Time of authorization.

### ARTICLE III - CONSTRUCTION PLANS

Plans, specifications, and contract documents for the proposed facility shall be prepared by the Grantee or by a qualified architectural and/or engineering firm employed by the Grantee at no expense to the DOTD and Federal Highway Administration. Plans and specifications for the facility building shall as a minimum conform to Title 8 of the Code of Ordinances for the City of Baton Rouge, Louisiana and the Parish of East Baton Rouge, Louisiana. The plans, specifications, and contract documents shall be approved by the DOTD and Federal Highway Administration.

### ARTICLE IV - RECEIPT OF BIDS

For State Project Nos. 742-17-0119 and 742-17-0221, the DOTD will, at its expense and at the proper time, prepare construction proposals based on Louisiana Standard Specifications for Roads and Bridges, 1992 edition, as amended to comply with the DOTD's current practices, advertise for and receive bids for the work in accordance with the DOTD's normal requirements. All such bids will be properly tabulated, extended and summarized to determine the official low bidder. The DOTD will then submit to the Grantee copies of the official bid tabulations for their information and comments or approval while its Review Committee will concurrently analyze the bids for the DOTD. The award of contract, which by law must be made within sixty (60) days following the receipt of bids, will be made by the DOTD on behalf of the Grantee following the favorable recommendation of award by the Review Committee and concurrence by the Federal Highway Administration and the Grantee.

For State Project No. 742-17-0220, unless otherwise amended by the DOTD, the grantee will, at its expense and at the proper time, prepare the construction plans, specifications and contract documents in accordance with the American Institute of Architects, requirements for federal projects, utilizing the Construction Specifications Institute format. The DOTD will then advertise for and receive bids for the work in accordance with the DOTD's normal requirements. The cost incurred by the grantee for the reproduction of plans, specifications, and contract documents, will be reimbursed in accordance with Article VII of this agreement.

Construction contracts will be prepared by the DOTD after the award of contract and will be transmitted to the Grantee for its further handling toward execution. The Grantee will be responsible for construction contract recordation. The DOTD will, at the proper time, inform the Grantee in writing to issue to the Contractor an official "Notice to Proceed" with construction.

#### ARTICLE V - CONSTRUCTION

The Grantee or its consultant will provide technical administration and inspection during the project construction; however, in the event a consultant provides this service for the Grantee it will be performed under the direct supervision of a full time employee of the Grantee who will have charge and control of the project at all times.

The DOTD will assign a project engineer from its District Office in Baton Rouge to serve as a construction coordinator for the DOTD during project construction. The construction coordinator will make intermittent trips to the construction site to insure that the construction contractor is following established construction procedures and that applicable Federal and State requirements are being enforced. The construction coordinator will advise the Project Engineer of any discrepancies noted and, if necessary, will direct that appropriate remedial action be taken. Failure to comply with such directives will result in the withholding of funds by DOTD until corrective measures are taken by the Grantee.

Except where a deviation has been mutually agreed to in writing by both the DOTD and the Grantee, the following specific requirements shall apply.

1. When it is stipulated in Louisiana Standard Specifications for Roads and Bridges that approval by the engineer or the DOTD is required for equipment and/or construction procedures, such approval must be obtained through the DOTD Construction Section. All DOTD policies and procedures for obtaining such approval shall be followed.



2. For all three (3) projects all construction inspections personnel utilized by the Grantee and/or the Grantee's consultant must meet the same qualifications required of DOTD construction personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD. Additionally, the construction inspection personnel for the building S.P. No. 742-17-0220 shall meet the certification requirements of the Southern Building Code Congress International.

3. All construction procedures must be in accordance with DOTD guidelines and policies established by the Construction Manual, Chapter IX, the Engineering Directives and Standard Manual, and any applicable memoranda. These documents will be made available to the Grantee or its consultant by DOTD.

4. All documentation of pay quantities must conform to the requirements of DOTD as outlined in the Construction Manual, Chapter VI. This manual will be made available to the Grantee or its consultant by DOTD.

5. All materials to be tested shall be sampled in accordance with the Department's Sampling Manual. All material testing other than those test normally run by project personnel on the job site shall be tested by the Department's District or Central Laboratory.

The consultant and/or the Grantee shall be required to comply with all parts of this section while performing duties as project engineer.

#### ARTICLE VI - SUBCONTRACTING

Any subcontracting performed under this project either by consulting engineers or architects engaged by the Grantee or the construction contractor must have the prior written consent of the Grantee. In the event that the consultant or the contractor elects to sublet any of the services required under this contract, it must take affirmative steps to utilize small business and disadvantaged/women-owned business as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

- (a) Including qualified small and disadvantaged/women businesses on solicitation lists.
- (b) Assuring that small and disadvantaged/women businesses are solicited whenever they are potential sources.
- (c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and disadvantaged/women business participation.



(d) Where the requirement permits, establishing delivery schedules which will encourage participation by small and disadvantaged/women business.

(e) Using the services and assistance of the Small Business Administration, the Office of Disadvantaged Business Enterprise of the Department of Commerce and the Community Services Administration as required.

Also, the Contractor is encouraged to procure goods and services from labor surplus areas.

#### ARTICLE VII - COST REIMBURSEMENTS

The DOTD will reimburse the Grantee monthly a percentage of the costs of clearing and grubbing, construction and construction architectural, engineering and/or testing services based upon the limitations as outlined in Article II. The Grantee shall render invoices monthly for reimbursement, which invoices shall be certified as correct by the proper designated official of the Grantee. All such charges shall be subject to verification, adjustment and/or settlement by the DOTD's Audit Officer.

In the event the Grantee elects to utilize consulting engineers and/or architects to perform construction engineering or architectural services, they shall be approved by DOTD prior to their utilization under this project.

When the final costs of clearing and grubbing, construction and construction architectural, engineering and/or testing services, have been determined, adjustments will be made so that the amount of participation in these items will not exceed the percentages outlined in Article II. Before final payment is recommended by DOTD, all documentation of pay quantities shall conform to DOTD policies and procedures. The Grantee acknowledges, however, that the FHWA will not participate in the cost of those items not constructed in accordance with the approved plans and specifications and in this event the Grantee will be obligated to assume full financial responsibility. The Grantee shall also submit all final billings for all phases of work within one year after the completion of final acceptance of the project. Failure to submit these billings within the specified one year period shall result in the project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Grantee. Federal reimbursement for a portion of the costs will be yearly as federal funds become available for this project.

The Grantee shall reimburse the DOTD any and all amounts which may be cited by the FHWA or DOTD due to the Grantee's noncompliance with Federal/State laws and/or regulations. The cited amounts reimbursed by the Grantee will be returned to the Grantee upon clearance of the citation(s).

Should the Grantee fail to reimburse the DOTD any and all cited amounts within a ninety (90) day period after notification, all future payment request(s) from the Grantee will be held until the cited amount is exceeded at which time only the amount over and above the cited amount(s) will be released for payment. Additionally, no new projects will be approved until such time as the cited amount is reimbursed to the DOTD.

The participation by the DOTD and the FHWA in the project shall in no way be construed to make the DOTD or the FHWA a party to the contract between the Grantee and its engineers, architects or contractors.

#### ARTICLE VIII - COST RECORDS

The Grantee and all others employed by the Grantee in connection with this project shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred relative to this project and shall keep such material available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the project, for inspection by the DOTD and/or Legislative Auditor, the FHWA or any authorized representative of the Federal Government under State and Federal Regulations effective as of the date of this contract and copies thereof shall be furnished if requested.

#### ARTICLE IX - CANCELLATION

The terms of this agreement shall be binding upon the parties hereto until the work has been completed and accepted and all payments required to be made to the Grantee have been made; but this agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the Grantee should it desire to cancel the project prior to the receipt of bids, provided any cost that has been incurred for the preparation of plans, specifications and contract documents is not eligible for reimbursement by the DOTD or the FHWA.
3. By the DOTD due to the withdrawal of State or Federal funding for the project.

#### ARTICLE X - PROJECT RESPONSIBILITY

The DOTD, its officers, engineers and employees will not be required to supervise or perform such other services in connection with the development of this project as specifically set forth herein; however, the Grantee will assume full responsibility for the project development and will save harmless the DOTD against any loss or damage of any kind incident to or occasioned by deeds undertaken in pursuance of this agreement.

## ARTICLE XI - FINAL INSPECTION AND MAINTENANCE

Upon completion and final acceptance of the project construction, copy of which acceptance shall be furnished to the DOTD by the Grantee, the Grantee shall assume the maintenance of the improvement at its expense and in a manner satisfactory to the DOTD and/or the FHWA. The contractor's final acceptance will be recorded by the Grantee. Before making the final inspection, the DOTD's District Administrator shall be notified so that he may have a representative present for such inspection.

## ARTICLE XII - OPERATIONAL RESPONSIBILITY

The Grantee will be responsible for the complete operation of the facility, including the Traffic Management Center. Further, DOTD and FHWA agrees that the Grantee shall have full and complete authority to operate and control all traffic devices on all federal, state and local routes. However, DOTD reserves the right to monitor all traffic operations and in emergency situations, retains the override authority on all federal and state routes.

## ARTICLE XIII - CIVIL RIGHTS

The Grantee agrees that the project will be developed in full, in accordance with the principles and intents contained in the DOTD's latest Title VI Plan (Phase I) and that the same or closely related procedures providing for involvement of the Grantee designated civil rights specialist in appropriate key stages of project development as identified in the aforementioned Title VI Plan, will be followed.

Further, the Grantee agrees that its own employment policies and practices will afford fair and nondiscriminatory employment opportunities to all employees and applicants for employment and that a viable affirmative action program is maintained in the interest of increasing employment opportunities for minorities, women and other disadvantaged persons. It is understood that the Grantee, as a recipient of federal financial assistance under this agreement, is subject to monitoring and review of its civil rights activities by the DOTD and agrees to cooperate with DOTD officials in the achievement of civil rights objectives prescribed in the agreement and in any contracts resulting herefrom.



#### ARTICLE XIV - PUBLIC LIABILITY

The Grantee shall indemnify and save harmless the DOTD against any and all claims, demands, suits and judgements for sums of money allegedly due to any party for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the Grantee, its agents, servants or employees while engaged upon or in connection with the services required or performed by the Grantee or resulting from the ownership, possession or control of the improvement during its life.

#### ARTICLE XV - FEDERAL PROVISIONS

The provisions set forth in the attached "Agreement Provisions" (Federal Form PR-2) which will be formally entered into between the DOTD and the Federal Highway Administration following the execution of this agreement shall be made an integral part of this agreement by reference and adhered to by the Grantee.

The Grantee agrees that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth in 23 CFR, Part 630, Subpart C, Appendix A, which is incorporated herein by reference.



IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

Cherie Hebert  
(Witness for First Party)

James M. White  
(Witness for First Party)

Maurice Kristov  
(Witness for Second Party)

Bail V. Raleigh  
(Witness for Second Party)

STATE OF LOUISIANA  
CITY OF BATON ROUGE/  
PARISH OF EAST BATON ROUGE

BY: Tom Ed McHugh  
TOM ED McHUGH  
Typed or Printed Name

TITLE: MAYOR-PRESIDENT  
72-6000137

Federal Identification Number

STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT

BY: [Signature]  
Secretary

RECOMMENDED FOR  
APPROVAL BY: [Signature]  
Chief Engineer

APPROVED AS TO FORM

[Signature]  
CONSULTANT CONTRACT  
SERVICES SECTION

[Signature]  
Parish Attorney's Office

SEP 09 1998

864

RESOLUTION 38972

*Brian Mayer*  
COUNCIL ADMINISTRATOR TREASURER

AUTHORIZING THE MAYOR-PRESIDENT TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF BATON ROUGE/PARISH OF EAST BATON ROUGE AND THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT FOR THE ADVANCED TRAFFIC MANAGEMENT CENTER AND EMERGENCY OPERATIONS CENTER, BEING STATE PROJECT NOS. 742-17-0119, 742-17-0220 & 742-17-0221, FEDERAL AID PROJECT NO. CM-HP-MISC(275), CITY/PARISH PROJECT NO. 97-MS-CP-0040.

BE IT RESOLVED by the Metropolitan Council of the Parish of East Baton Rouge and City of Baton Rouge that:

Section 1. The Mayor-President is hereby authorized to execute an agreement between the City of Baton Rouge/Parish of East Baton Rouge and the Louisiana Department of Transportation and Development for the Advanced Traffic Management Center and Emergency Operations Center, being State Project Nos. 742-17-0119, 742-17-0220 & 742-17-0221, Federal Aid Project No. CM-HP-MISC(275), City/Parish Project No. 97-MS-CP-0040.

Section 2. Said agreement shall be approved by the office of the Parish Attorney.

CERTIFIED  
A TRUE COPY

SEP 11 1998

*Brian Mayer*  
COUNCIL ADMINISTRATOR