

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

RENEWAL AND AMENDMENT NO. 1
COOPERATIVE ENDEAVOR AGREEMENT

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
ADVANCED TRAFFIC MANAGEMENT &
EMERGENCY OPERATIONS CENTER (ATM-EOC)
EAST BATON ROUGE PARISH

THIS AGREEMENT, made and executed in four (4) original copies on this the ____ day of _____, 2010, 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;

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 , as well as the United States, 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, May 30, 2001, and Cooperative Endeavor Agreement dated February 2, 2001 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 located at 3773 Harding Boulevard adjacent to the Baton Rouge Metropolitan Airport in East Baton Rouge Parish; and

WHEREAS, the DOTD and the City-Parish wish to amend and supplement the previous Cooperative Endeavor Agreement dated February 2, 2001, 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:

1.

ARTICLE I – SCOPE OF SERVICES is hereby amended to add the following:

“Definitions:

- a. **BR TMA** – Baton Rouge Transportation Management Area, which represents the current MPO boundaries as defined by <http://www.crpc-la.org>
- b. **Direct Connection** – Ability to communicate with traffic signal systems between field devices and the Advanced Traffic Management Emergency Operations Center (ATM/EOC).
- c. **ATMC** – Advanced Traffic Management Center; the traffic management component of the ATM-EOC; and is comprised of both DOTD and the City Parish Traffic Engineering Division personnel.
- d. **City-Parish** – Consolidated, Home Rule Government of the City of East Baton Rouge – Parish of East Baton Rouge.
- e. **ITS** – Intelligent Transportation Systems (Both City-Parish & DOTD). A set of programs intended to apply advanced communication, control technologies, and engineering practice to surface transportation.
- f. **DOTD** – Louisiana Department of Transportation and Development Comprising both District 61 and the ITS (Section 56).
- g. **MOSHEP** – Mayor’s Office of Homeland Security and Emergency Preparedness for the City-Parish.
- h. **ATM-EOC** – Facility located at 3773 Harding Blvd. and is comprised of the, 311 Call Center, 911 Call Center (BRFD, BRPD & EMS), ATMC, MOSHEP, & Sheriff’s Office, in accordance with the current occupancy layout plan on file with the City-Parish.
- i. **CRPC** – Baton Rouge Capital Region Planning Commission. The Baton Rouge Regional Metropolitan Planning Organization (MPO).

- j. **ATMS Manager** – the Chief Traffic Engineer for the City-Parish. Oversees the management and operations of the ATMC and executes all plans, policies, and procedures governing the ATMC.
- k. **Management** – the allocation of necessary resources for the proper functioning of a system.
- l. **Operations** – all actions necessary for the proper functioning of a system, such as information gathering, synthesis, and dissemination to equipment, other agencies, and the traveling public, including those previously associated with response and preventive maintenance.
- m. **Response Maintenance** – actions performed on an as-needed basis. Also known as emergency maintenance, it is required when equipment breaks down or malfunctions. Upon notification, the responsible agency is expected to dispatch a repair service crew to secure the site, diagnose the problem, perform the repairs, and record its activities as quickly as possible.
- n. **Preventive Maintenance** – actions performed on a regularly scheduled basis using a set of procedures to preserve the intended working condition of a system.
- o. **Arterial** – non-Interstate State owned route.”

2.

ARTICLE I – SCOPE OF SERVICES, RESPONSIBILITIES OF DOTD is hereby amended to add the following:

“DOTD shall be responsible for the management, operation, and maintenance of all field deployed ITS Systems, Devices, and Communications within state-owned rights-of-way. These functions may be performed by DOTD staff or by contract with others. All expense involved with such activities shall be the responsibility of DOTD.”

“DOTD shall own and be responsible for the maintenance of ITS software located at the ATM-EOC necessary for integration of ITS devices deployed on state-owned highways within the BR TMA.”

3.

ARTICLE I – SCOPE OF SERVICES, RESPONSIBILITIES OF CITY-PARISH is hereby amended to add the following:

“The City-Parish shall be responsible for day-to-day management, operations, and maintenance of the traffic signal system within East Baton Rouge Parish, and shall staff the ATMC from 6 a.m. to 8 p.m. from Monday through Friday.

Continual monitoring of the system after these hours shall be done by remote monitoring and/or by remote paging. Additional hours of operation will be added as staff positions are filled. This agreement supersedes all other agreements regarding hours of ATMC operations.”

“During Emergencies, the ATM-EOC shall be staffed 24 hours per day until the cancellation of the emergency. The staffing may be by City- Parish personnel or by contract with others.”

“It is the City-Parish’s responsibility to determine and sustain the appropriate number of personnel needed to manage, operate, and maintain the traffic signal systems within East Baton Rouge Parish. Based on the updated Operations and Maintenance plan dated March 1, 2010, the City-Parish maintains the following positions as part of Traffic Engineering Signal Maintenance program:

- a. (1) Chief Traffic Engineer
- b. (1) Assistant Chief Traffic Engineer
- c. (3) Signal System Engineers
- d. (1) Operations Manager
- e. (4) Engineering Technicians
- f. (1) Engineering Technician
- g. (3) Engineering student workers.
- h. (27) Signal Shop Positions

“The City-Parish shall be responsible for the management, operation, and maintenance of all City-Parish and State-owned arterial traffic signal systems, identified under a separate annual maintenance agreement between DOTD and City-Parish.”

“The ATMS Manager shall be responsible for issuing communications protocol (i.e. internet protocol addresses) to all arterial traffic signal systems within the BR TMA that communicate directly to the ATM-EOC. The ATMS Manager shall be allowed to remotely access all associated field ITS devices connected directly to the ATM-EOC and be granted physical access from the maintaining organization at no direct charge. If the maintaining organization requires supervised access to any ATM-EOC directly connected field device, then any request to access the field device will be accommodated within two (2) working days in non-emergencies and as notified in declared emergencies.”

“The ATMS Manager shall be responsible for issuing a year-end report of ATMC activities for the previous calendar year. This report shall be available by request to all ITS stakeholders by March 31st the following calendar year.”

4.

ARTICLE I – SCOPE OF SERVICES, is hereby amended to add the following:

“JOINT RESPONSIBILITIES

“All ITS projects located within the BR TMA shall be reviewed and approved by the appropriate ITS technical and executive committees in accordance with the DOTD Highway Selection process, the Baton Rouge Regional ITS Architecture, and in accordance with the 2006 Baton Rouge Regional ITS Architecture and amendments.”

“State-owned arterial traffic signal systems connected to the ATMC shall remain under the engineering and administrative authority of the respective DOTD District Traffic Operations Engineer. The ATMC shall be configured such to manage, operate, and control these systems and allow remote monitoring and surveillance capabilities to other agencies including, but not limited to, DOTD, City-Parish, FHWA, and other transportation agencies within the BR TMA as requested. The staff required to manage, and operate these systems from the ATMC shall be provided by the City-Parish.”

“DOTD and the City-Parish shall continue to coordinate and advance the installation and upgrade of the distribution communication lines between traffic signal systems and field ITS systems to the regional ITS communications backbone for integration of such systems in the ATMC and the DOTD Statewide ITS communications backbone.”

“DOTD and City-Parish shall continue to provide both parties’ access and use of communications infrastructure installed as part of traffic signal systems and ITS projects within the BR TMA at no additional charge. The use of this communications asset shall be restricted to sustaining the functions of the ATMC only.”

5.

ARTICLE IV – OWNERSHIP/MAINTENANCE is hereby amended to add the following:

“Maintenance of equipment within the ATM-EOC shall be governed by the agreement made on February 2, 2001. 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 future memoranda of understanding. All other expenses incurred in the operation and maintenance of the ATM-EOC are the responsibility of the City-Parish.

“In order to facilitate the best interoperability for not only daily traffic management and operations, but for emergency operations, DOTD and the City-Parish shall grant both parties use of all shared ITS and traffic signal systems data at no charge. All such shared data for the purposes of planning shall also be made available to the CRPC at no charge.”

6.

ARTICLE VIII – AMENDMENTS, is hereby amended and supplemented to add the following:

“Modification of this document can be made at the request of the appropriate ITS technical or executive committees. Once modifications are made, the resulting document must be approved by DOTD and the City-Parish prior to being in effect.”

7.

ARTICLE IX – PREVIOUS MEMORANDA OF UNDERSTANDING is hereby amended to add the following:

“The terms of facility use within the ATM-EOC as occupied by DOTD in (CRPC TMA Certification of 2009) and as stated in the cooperative endeavor agreement dated February 2, 2001, shall remain in full force and effect for this agreement. Future occupation within the ATM-EOC by DOTD must be reconsidered and agreed upon by DOTD and City-Parish for lengths of time as specified in subsequent renewals.”

8.

Paragraph II D. of the Memorandum of Understanding dated March 18, 1999 is hereby deleted.

9.

The 2006 Baton Rouge Regional ITS Architecture and amendments shall supersede the implementation plan document known as the *Preliminary Implementation Plan for Intelligent Transportation systems for the Baton Rouge Transportation Management Area*.

10.

The Cooperative Endeavor Agreement dated February 2, 2001 is hereby renewed for a period of five (5) years.

The DOTD and City-Parish agree that any provisions of the previous Memoranda of Understanding, dated March 18, 1999, May 30, 2000, and the Cooperative Endeavor Agreement

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Cooperative Endeavor Agreement, ATM-EOC
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between DOTD, the Federal Highway Administration and City-Parish dated February 2, 2001, to the extent not inconsistent with this Renewal and Amendment No. 1 of Cooperative Endeavor Agreement, shall remain in full force and effect, unless amended in accordance with a supplemental written agreement.

The October 1998 MOU between FHWA, DOTD, and City-Parish is hereby superseded by this document.

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on this ___ day of _____, 2010.

WITNESSES:

CITY OF BATON ROUGE/PARISH
OF EAST BATON ROUGE

BY: _____

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on this ___ day of _____, 2010.

WITNESSES:

STATE OF LOUISIANA
DEPT OF TRANSPORTATION AND
DEVELOPMENT

BY: _____

RECOMMENDED FOR APPROVAL

BY: _____

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on this ___ day of _____, 2010.

WITNESSES:

FEDERAL HIGHWAY
ADMINISTRATION

BY: _____