

1 Introduced May 26, 2009, by Councilman
2 Hursey, seconded by Councilman Hicks
3 (by request of Administration)

4 **RESOLUTION R09-12**

5
6 A resolution by the Slidell City Council authorizing the Mayor to execute an
7 agreement with the Department of Transportation and Development to acquire two
8 mapping GPS handheld units with accessories.

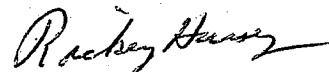
9 WHEREAS, Highway Transfer funds are available out of the Highway Trust
10 Fund to finance "Local Road Safety Program" projects under the direct administration of
11 the DOTD; and
12
13

14 WHEREAS, the City of Slidell has requested an appropriation of funds to
15 finance two mapping GPS handheld units with accessories; and
16


17 WHEREAS, the DOTD is agreeable to the implementation of this project.

18
19 NOW THEREFORE BE IT RESOLVED by the Slidell City Council that it does
20 hereby authorize the Mayor to execute the agreement with the Department of
21 Transportation and Development to acquire two mapping GPS handheld units with
22 accessories.
23
24

25 **ADOPTED** this 26th day of May, 2009.

26
27 

28 Rickey Hursey
29 President of the Council
30 Councilman, District B
31

32
33 
34 Thomas P. Reeves
35 Council Administrator
36
37
38
39

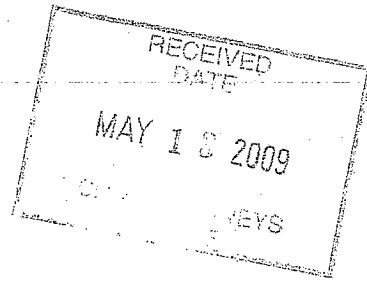
City of Slidell * Engineering Department

Ben O. Morris - Mayor

1330 Bayou Lane, Bldg. 112 • P.O. Box 828 • Slidell, LA 70459
(985) 646-4270 FAX: (985) 646-6124

Donna O'Dell, P.E., City Engineer

Interoffice MEMORANDUM



Date: May 13, 2009
To: Tim Mathison, City Attorney
From: Donna O'Dell, City Engineer *DO*
Re: Resolution to execute grant agreement
Slidell file 500-27

I recently received a notice of award for a grant application I submitted to LTAP (Local Technical Assistance Program) for two handheld GPS units with accessories and 3-days of training.

The grant agreement is with DOTD and I have attached a copy, for your files. In their cover letter (also attached) it notes that a current Original Resolution authorizing the Mayor to execute the agreement must be submitted.

Would you draft a resolution and submit to the council for their next meeting (5/26/09)?

Thanks!

Donna

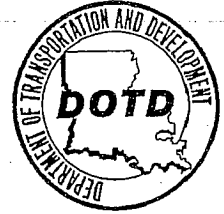


BOBBY JINDAL
GOVERNOR

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

P.O. Box 94245
Baton Rouge, Louisiana 70804-9245

www.dotd.la.gov
(225) 379-1989

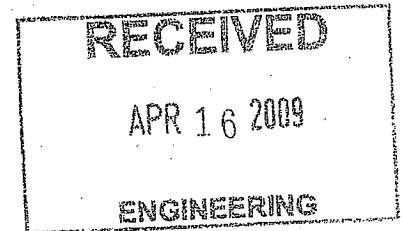


WILLIAM D. ANKNER, Ph.D.
SECRETARY

April 14, 2009

Ms. Donna O'Dell, City Engineer
City of Slidell
P. O. Box 828
Slidell, LA 70459

RE: **Original Agreement**
State Project No. 737-52-0012
GPS Handhelds
St. Tammany Parish



Dear Ms. O'Dell:

Transmitted herewith are three bound copies of the proposed document between the Department of Transportation and Development (DOTD) and the City of Slidell.

Please have the documents signed and witnessed in the appropriate places and return all signed copies to this office (Room 405T), undated. The documents will be dated following its execution by the Department, and a copy will be returned to you for your files. If you have any questions or comments, please contact Dorothy LeDoux at (225) 379-1891.

To satisfy our legal requirements, please furnish us with a current Original Resolution authorizing the signatory party to execute these documents on behalf of the City of Slidell and return with the signed documents.

Sincerely,

Dawn G. Picard, P.E.
Consultant Contract Services Administrator

DP: dvl

pc: Mr. Spencer R. Boatner
Mr. Rick Holm

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SPONSOR/STATE AGREEMENT
STATE PROJECT NO. 737-52-0012
GPS HANDHELDS
ST. TAMMANY PARISH

THIS AGREEMENT, made and executed in three (3) original copies on this _____ day of _____, 2009, by and between the **Department of Transportation and Development**, hereinafter referred to as "DOTD", and the **City of Slidell**, a political subdivision of the State of Louisiana, hereinafter referred to as "Sponsor";

WITNESSETH: That;

WHEREAS, under the provisions of Title 23, United States Code, "Highways", as amended, Highway Transfer funds are available out of the Highway Trust Fund to finance 'Local Road Safety Program' projects under the direct administration of the DOTD; and

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

WHEREAS, the Sponsor understands that funding for this project is not a grant but will take the form of reimbursements of eligible expenditures as provided herein; and

WHEREAS, the Sponsor insures the project is part of the Transportation Improvement Program (TIP), if applicable, which serves to implement the area wide plan held currently valid by the appropriate local officials; and

WHEREAS, the Sponsor agrees to abide by the policies and procedures set forth in State Purchasing Regulations; and

WHEREAS, the DOTD is agreeable to the implementation of this Project and desires to cooperate with the Sponsor 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

This project is undertaken for the sole purpose of acquiring two mapping GPS handheld units.

The following project number has been assigned to this project:

State Project No. 737-52-0012

State Project No. 737-52-0012
GPS Handhelds
St. Tammany Parish

All invoices incurred in the performance of these services shall be identified with this project number.

ARTICLE II – SERVICES BY SPONSOR

The services to be performed by the Sponsor shall be the procurement of the following computer hardware and software or approved equal:

<u>Description</u>	<u>Quantity</u>
GeoXT Handheld GPS Unit Item #103986	2 each
ArcPad Software and GPSCorrect for ArcPad	2 each
Wifi Enabled Camera - Ricoh 500 SE-W Item # 101534	1 each
Training	3 days

ARTICLE III - PROCUREMENT REQUIREMENTS

The Sponsor procurement procedures shall conform to state and local laws and regulations and specifically the provisions of La. R.S. 38:2212.

The Sponsor shall not begin procurement procedures until official authorization has been received from DOTD.

ARTICLE IV - FUNDING

Except for services hereinafter specifically listed to be furnished at the DOTD's expense or at the Sponsor's expense, as the case may be, the cost of this project will be 95% funded by the U.S. Department of Transportation, hereinafter "USDOT", through the DOTD. The maximum funds available for this project are **\$16,000.00**.

No Notice to Proceed shall be issued and no compensable costs for purchases may be incurred prior to a formal notification from DOTD that authorization has been received. Any costs for which the Sponsor expects to be reimbursed incurred prior to such authorization will not be compensable.

ARTICLE V - DBE REQUIREMENTS

It is the policy of the USDOT that small business firms owned and controlled by socially and economically disadvantaged persons and other persons defined as eligible in Title 49 Code of Federal Regulations, Part 26 (49 CFR 26) shall have reasonable opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the requirements of 49 CFR 26 apply to this project.

State Project No. 737-52-0012
GPS Handhelds
St. Tammany Parish

The Sponsor or its supplier agrees to ensure that Disadvantaged Businesses (DBE) as defined in 49 CFR 26 have reasonable opportunity to participate in performance of contracts and subcontracts financed in whole or in part with Federal funds. The Sponsor or its supplier shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that such firms have reasonable opportunity to compete for and perform contracts. The Sponsor or its supplier shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract.

The preceding Policy and DBE Obligation shall apply to this project and shall be included in the requirements on any contract or subcontract. Failure to carry out the requirements set forth therein shall constitute a breach of this agreement and, after notification by DOTD, may result in termination of this agreement by DOTD or other such remedy, as DOTD deems appropriate.

The Sponsor or its supplier shall utilize the services of banks in the community which are owned and controlled by minorities or women when feasible and beneficial.

The above requirements shall be physically included in all subcontracts entered into by the Sponsor or its supplier.

ARTICLE VI - INCIDENTAL COSTS

Incidental project costs incurred by the Sponsor in purchasing the described items shall be the responsibility of the Sponsor.

Incidental project costs incurred by the DOTD for services relating to this project will be absorbed by DOTD.

ARTICLE VII - COST REIMBURSEMENTS

The DOTD will reimburse the Sponsor monthly the correct ratio of the costs incurred at the time of authorization. The Sponsor shall render invoices monthly for reimbursement, which invoices shall be certified as correct by the proper designated official of the Sponsor. All invoices shall have the official name of project and project numbers affixed to each sheet. All such charges shall be subject to verification, adjustment and/or settlement by the DOTD's Audit Officer.

When the final costs have been determined; adjustments will be made so that the amount of participation in these items will not exceed the percentages outlined in Article IV. The Sponsor acknowledges that the USDOT will not participate in the cost of those items not purchased in accordance with this agreement and in this event the Sponsor will be obligated to assume full financial responsibility. The Sponsor shall submit all final billings within one year after the Notice to Proceed for this project. Failure to submit these billings within the specified one-year period shall

State Project No. 737-52-0012
GPS Handhelds
St. Tammany Parish

result in the project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Sponsor.

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

Should the Sponsor fail to reimburse the DOTD any and all cited amounts within a thirty (30) day period after notification, all future payment request from the Sponsor 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 Sponsor projects will be approved until such time as the cited amount is reimbursed to the DOTD.

The participation by the DOTD and the USDOT in the project shall in no way be construed to make the DOTD or the USDOT a party to the contract between the Sponsor and its contractor.

ARTICLE VIII - COST RECORDS

The Sponsor and all others employed by it 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 five years from the date of final payment under the project, for inspection by the DOTD and/or Legislative Auditor, the USDOT 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 Sponsor 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 Sponsor should it desire to cancel the project prior to the purchase of the items covered in this contract.
3. By the DOTD due to the withdrawal of State or Federal funding for the project.

4. By the DOTD for just cause, including but not limited to, violation of any provision of this Agreement.

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 this project as specifically set forth herein; however, the Sponsor will assume full responsibility for the project 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 - CIVIL RIGHTS

The Sponsor 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 Sponsor designated civil rights specialist in appropriate key stages of project development as identified in the aforementioned Title VI Plan, will be followed.

Further, the Sponsor 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 Sponsor 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 XII - PUBLIC LIABILITY

The Sponsor shall indemnify and save harmless the DOTD against any and all claims, demands, suits and judgments 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 Sponsor, its agents, servants or employees while engaged upon or in connection with the services required or performed by the Sponsor or resulting from the ownership, possession or control of the improvement during its life.

State Project No. 737-52-0012
GPS Handhelds
St. Tammany Parish

ARTICLE XIII - FINAL ACCEPTANCE AND MAINTENANCE

Upon delivery and acceptance of hardware and software by the Sponsor, the DOTD Local Road Safety Program Manager shall be notified so that a final review and/or inspection can be scheduled.

The Sponsor shall assume all maintenance or other recurring costs associated with the subject procurement.

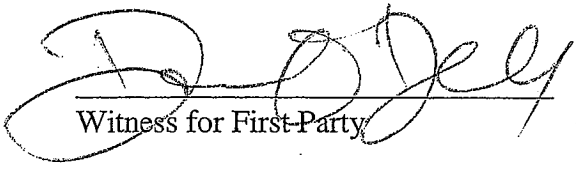
ARTICLE XIV- FEDERAL PROVISIONS

The Sponsor 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 633, Subpart C and Appendix A, which is incorporated herein by reference.

State Project No. 737-52-0012
GPS Handhelds
St. Tammany Parish

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:

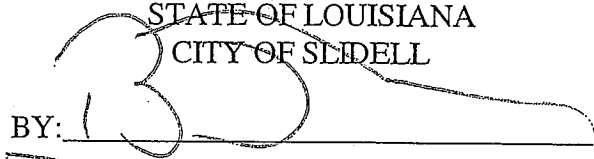

Witness for First Party


Witness for First Party

Witness for Second Party

Witness for Second Party

STATE OF LOUISIANA
CITY OF SLIDELL

BY: 

Ben O Morris
Typed or Printed Name

TITLE: Mayor

72-60001341
Federal Identification Number

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

BY: _____
Eric Kalivoda, PhD
Assistant Secretary
Office of Planning and Programming

RECOMMENDED FOR APPROVAL

BY: _____
Dan Magri, P.E.
Highway Safety Administrator