

2022-0348

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

RESOLUTION NO. 6679

A resolution approving and authorizing the execution of a Supplemental Agreement No. 1 for LA 52 (Paul Maillard Rd.) Phase 1 project, State Project No. H.013494, Federal Aid Project No. H013494; to the existing Entity/State Agreement, Lighting Agreement, and Sidewalk Agreement between the State of Louisiana Department of Transportation and Development (DOTD) and St. Charles Parish.

WHEREAS, Resolution No. 6417, approved June 17, 2019, authorized the execution of an Entity/State Agreement, a Lighting Agreement, and a Sidewalk Agreement between DOTD and St. Charles Parish; and,

WHEREAS, it is necessary to amend Article II: Funding: Funding Table for Roadway Control Section 845-03, to replace Utility (Clearance/Permits/Relocation) Percentage Funded by Entity at 100% to 20% and Percentage Funded by DOTD to 80%. Comment on line shall include "80% Federal-0% State"; to update Article XIX: Compliance with Civil Rights, and to add Article XXIV: Venue Clause; and,

WHEREAS, DOTD is agreeable to the implementation of this Project and desires to cooperate with St. Charles Parish, as provided.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST CHARLES PARISH COUNCIL hereby approve and authorize the execution of the Supplemental Agreement No. 1 for LA 52 (Paul Maillard Rd.) Phase 1 project, State Project No. H.013494, Federal Aid project No. H013494; to the existing Entity/State Agreement, Lighting Agreement, and Sidewalk Agreement between the State of Louisiana Department of Transportation and Development (DOTD) and St. Charles Parish.

BE IT FURTHER RESOLVED, that the Parish President is hereby authorized to execute said Supplemental Agreement and to act on behalf of St. Charles Parish in all matters pertaining to this project.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS,
BELLOCK, FISHER

NAYS: NONE

ABSENT: DUFRENE, FISHER-CORMIER

And the resolution was declared adopted this 5th day of December, 2022, to become effective five (5) days after this publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Dupont
DLVD/PARISH PRESIDENT: December 6, 2022
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: December 6, 2022
AT: 2:59pm RECD BY: [Signature]

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

**SUPPLEMENTAL AGREEMENT NO. 1
STATE PROJECT NO. H.013494
FEDERAL AID PROJECT NO. H013494
LA 52 (PH1): BLUEBERRY HILL – ANGUS DR
ST. CHARLES PARISH**

THIS SUPPLEMENTAL AGREEMENT NO. 1, is made and executed in two originals on this 13th day of February, 2023, by and between the **Department of Transportation and Development**, through its Secretary, hereinafter referred to as **DOTD**, and the **St. Charles Parish**, a political subdivision of the State of Louisiana, hereinafter referred to as **Entity**.

WITNESSETH: That;

WHEREAS, the DOTD and Entity previously entered into a formal agreement, dated **July 09, 2019**, to finance improvement projects under the direct administration of DOTD to remove and replace the existing roadway, construct a sidewalk and shared-use path, and install subsurface drainage, lighting, and landscaping in Luling and Boutte in St. Charles Parish; and

WHEREAS, it is necessary to amend Article II: Funding: Funding Table for Roadway Control Section 845-03, to replace Utility (Clearance/Permits/Relocation) Percentage Funded by Entity at 100% to 20% and Percentage Funded by DOTD to 80%. Comment on line shall include “80% Federal – 0% State”; to update Article XIX: Compliance with Civil Rights; and to add Article XXIV: Venue Clause;

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

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

1.

ARTICLE II: FUNDING is hereby amended to update the funding table for Roadway Control Section 845-03 to read as follows:

| Funding Table¹ | | | |
|--|--|---|---------------------------|
| Roadway Control Section 845-03 | | | |
| Method of Payment | Disbursement | | |
| | Percentage Funded By Entity ² | Percentage Funded By DOTD ^{3,4} | Comments |
| Environmental Process | 100% | 0% | |
| Pre-Construction Engineering | 100% | 0% | |
| Rights-of-Way | | | |
| Services | 100% | 0% | |
| Acquisition and Relocation | 100% | 0% | |
| Utility (Clearance/Permits/Relocation) ⁵ | 20% | 80% | 80% Federal ; 0% State |
| Construction | 20% | 80% | 80% Federal ; 0% State |
| Construction Engineering and Inspection | 0% | 100% | |
| Non-Infrastructure Enhancements | 100% | 0% | |

2.

Article XIX: COMPLIANCE WITH CIVIL RIGHTS is hereby updated and amended to read as follows:

The Entity agrees to abide by the requirements of the following as applicable: Titles VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended, and Title II of the Genetic Information Nondiscrimination Act of 2008.

The Entity agree not to discriminate in employment practices, and shall render services under the

Supplemental Agreement No. 1
S.P. No. H.013494
FAP No. H013494
LA 52 (PH1): Blueberry Hill – Angus Dr
St. Charles Parish
Page 3 of 4

Agreement without regard to race, color, age, religion, sex, national origin, veteran status, genetic information, political affiliation, disability, or in any matter relating to employment.

Any act of discrimination committed by either party, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this Agreement.

4.

Article XXIV: VENUE is hereby added to the Agreement and reads as follows:

The exclusive venue for any suit arising out of this Agreement shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana.

5.

The DOTD and the St. Charles Parish agree that all provisions of the original agreement between the parties, dated July 09, 2019, to the extent not inconsistent with this Supplemental Agreement No. 1, to the Original Agreement, shall remain in full force and effect.

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

WITNESSES:

ST. CHARLES PARISH

Billy Raymond
[Signature]

BY: Matthew Jewell

Matthew Jewell
Typed or Printed Name

Parish President
Title

72-6001208
Taxpayer Identification Number

C92LLSZWWTK6
Unique Entity ID Number (SAM)

20.205
CFDA Number

WITNESSES:

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

Carmel Dupart
[Signature]

BY: [Signature]
for Secretary

RECOMMENDED FOR APPROVAL:

BY: [Signature]
Division Head