

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE
ST. TAMMANY PARISH GOVERNMENT AND
THE REGIONAL PLANNING COMMISSION
(US 190 (S. Military Rd.): Turtle Creek Blvd to US 190 (East Gause Blvd)
Highway Planning/ Complete Streets Improvements)**

This Cooperative Endeavor Agreement (“Agreement”) is made and entered into on the dates set forth herein below, pursuant to the 1974 Louisiana Constitution Article VII Section 14(C) wherein governmental entities are empowered to enter into Cooperative Endeavor Agreements and further by St. Tammany Parish Home Rule Charter sections 1-04, 1-06, 3-01 and 3-09, by and among the following parties:

ST. TAMMANY PARISH GOVERNMENT, a political subdivision of the State of Louisiana and the governing authority of St. Tammany Parish, whose mailing address is P.O. Box 628, Covington, Louisiana 70434, herein appearing by and through Patricia P. Brister, Parish President, duly authorized (hereinafter referred to as “Parish”); and

THE REGIONAL PLANNING COMMISSION of Jefferson, Orleans, Plaquemines, St. Bernard, St. Charles, St. John the Baptist, St. Tammany, and Tangipahoa Parishes, a commission established by the aforementioned Parishes pursuant to LSA R.S. 33:131, et seq., whose mailing address is 10 Veterans Memorial Blvd., New Orleans, La 70124 represented by and through Jeffrey W. Roesel, its Executive Director, duly authorized (hereinafter referred to as “RPC”).

WHEREAS, Parish and RPC desire to develop a pedestrian safety feasibility study for US Highway 190 and known locally as South Military Road and adjacent roadway network between Turtle Creek Boulevard to US Highway 190 and known locally as East Gause Boulevard in Slidell, St. Tammany Parish; and

WHEREAS, the State of Louisiana, Department of Transportation and Development (“DOTD”) has provided funding for the study, subject to a local match; and

WHEREAS, Parish desires to provide funding for the local match in order to facilitate RPC’s procurement of the study.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained in this Agreement, the parties agree and bind their respective offices as follows:

1. **PUBLIC PURPOSE**. The parties to this Agreement acknowledge and agree that the public purpose for this Agreement is to create a plan or a program of projects that will make traffic and land use improvements to the project area. The parties have determined that (a) the expenditure of public funds pursuant to this Agreement is for a public purpose that comports with a governmental purpose that Parish may pursue; (b) the expenditure, taken as a whole, is

not gratuitous; and (c) Parish has a reasonable expectation of receiving at least equivalent value in exchange for the expenditure.

2. **OBLIGATIONS OF RPC**

- 2.1 RPC shall procure a consultant to perform a feasibility study for the US Highway 190, known locally as South Military Road, and surrounding roadways, using as project area limits Turtle Creek Boulevard to the south and US Highway 190, known locally as East Gause Boulevard to the north, in accordance with the Scope of Services attached hereto as Exhibit "A" (hereinafter, the "Study"). All procurement shall be performed by RPC in compliance with all applicable procurement requirements of Louisiana law in addition to any additional requirements imposed by DOTD as a condition of funding of the Study.
- 2.2 RPC shall provide documentation of all monies spent for the Study. RPC is obligated to pay eighty (80%) percent or thirty-two thousand and no/100 (\$32,000.00) dollars of all such costs and Parish is obligated to pay the remaining twenty (20%) percent or eight thousand and no/100 (\$8,000.00) dollars. All invoices submitted by RPC to Parish for payment shall reflect the total amount due as of the date of the invoice, showing RPC's eighty (80%) percent share and the Parish's twenty (20%) percent local match share of the costs.
- 2.3 RPC shall submit monthly invoices showing the correct ratio of approved project costs, supported by adequate documentation (i.e.: invoices, written progress reports, maps, graphics, draft report(s), and/or other support documents required by Parish). RPC will first review and approve consultant invoices and supporting documentation prior to transmittal to Parish for final review and approval prior to the disbursement of the Parish's local share match. Disbursement will be made only from approved documentation, in Parish's reasonable discretion.
- 2.4 RPC shall provide Parish with all in-process reports and results obtained from the vendor of the Study, as well as a copy of the Study itself, in both electronic and printed versions whenever possible. The final Study shall be provided to Parish in both electronic and bound versions.
- 2.5 **Auditing**. It is hereby agreed that the legislative auditor of the State of Louisiana and/or the Office of the Governor, State of Administration auditors and/or St. Tammany Parish auditors shall have the option of auditing all accounts of RPC that are related to this Agreement.
- 2.5.1 **LSA R.S. 25:513(A)(1)(b)(iv)** defined a quasi-public agency or body as "Any not-for-profit that receives or expends any local or state assistance in any fiscal year. Assistance shall include grants, loans, transfers of property, awards, and direct appropriations of state or local funds."

- 2.5.2** In accordance with LSA R.S. 24:513(H)(2)(a), the RPC “shall designate an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.”
- 2.5.3** Pursuant to LSA R.S. 24:513(J)(1)(c), the financial statements of RPC shall be audited as follows:

Amount received in revenues and other sources in any one fiscal year	Audit requirements
\$75,000 or less	Not required to have an audit but must file a certification with the legislative auditor indicating it received \$75,000 or less in funds for the fiscal year.
More than \$75,000 but less than \$200,000	Shall obtain an annual compilation of its financial statements, with or without footnotes, in accordance with the Louisiana Governmental Audit Guide. At its discretion, the legislative auditor may require an audit of the books and accounts.
\$200,000 or more but less than \$500,000	Shall obtain an annual review of its financial statements to be accompanied by an attestation report in accordance with the Louisiana Governmental Audit Guide. At its discretion, the legislative auditor may require an audit of books and accounts.
\$500,000 or more	Shall obtain an annual audit.

Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 USC 7504-7507 and 2 CFR Part 200, Subpart F). Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from federal audit requirements for that year, but records must be available for review or appropriate officials of the Federal agency, State and General Accounting Office.

RPC is notified that no funds appropriated under Act 16 of the 2015 Regular Session of the Louisiana Legislature shall be transferred to a public or quasi-public agency or entity which is not a budget unit of the State of Louisiana unless the entity executes an agreement or contract and submits to the State for approval

a Comprehensive Budget showing all anticipated uses of the appropriation, an estimate of the duration of the project, and a plan showing specific goals and objectives for the use of such funds, including measures of performance. The State shall submit the Budget and any other required information to the legislative auditor for approval at ebudgets@lla.la.gov.

3. OBLIGATIONS OF ST. TAMMANY PARISH

3.1 Reimbursement. In addition to the \$32,000.00 in funding provided by DOTD, Parish will fund the local match towards the Study in the maximum amount of eight thousand and no/100 (\$8,000.00) dollars for the Term. Costs eligible for reimbursement under this Agreement are limited to the Study. Any unused funds remaining at expiration of the Term shall be retained and/or reallocated by Parish and shall not be disbursed to RPC.

3.2 Reimbursement. Costs eligible for reimbursement under this Agreement are limited to the Study and the underlying tasks 1 through 6 contained therein. Additional compensation (bonuses, incentives, etc.) cannot be paid from this funding. Monthly invoices shall have supporting documentation attached evidencing costs, proofs of payment and, along with supporting measure/deliverable reports, shall be submitted to Parish's Department of Planning and Development and approved by Parish before reimbursement will be made. Reimbursement will be made only from approved documentation, in Parish's reasonable discretion.

4. TERMINATION AND BINDING NATURE

4.1 The term of this Agreement shall begin effective on February 1, 2019 and end on December 31, 2019 (the "Term"). No Term renewal or extension shall be provided without the express written consent of Parish, in Parish's sole discretion.

4.2 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and approved of and executed by all parties prior to the alteration, variation, modification, or waiver of any provision of this Agreement.

4.3 Time is of the essence and the performance of the terms and conditions hereof shall be held in strict accordance with the times and dates specified herein.

4.4 Should any party seek to terminate this Agreement for any reason prior to the expiration of the Term, the party seeking to terminate shall provide written notice of its intent to terminate thirty (30) days prior to the date of termination.

4.5 The continuation of this Agreement is contingent upon the appropriation of funds by Parish to fulfill the requirements of the Agreement. If the Parish fails to appropriate

sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by the veto of the Parish President by any means provided in the appropriations ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

5. CONTRACTUAL VALIDITY AND MISCELLANEOUS PROVISIONS

- 5.1** In the event that any one or more provisions of this Agreement is for any reason held to be illegal or invalid, the parties shall attempt in good faith to amend the defective provision in order to carry out the original intent of this Agreement.
- 5.2** If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, that portion shall be severable and the remainder of this Agreement shall remain in full force and effect.
- 5.3** Any suit filed by a party to this Agreement to resolve a dispute or controversy regarding the matters which are the subject of this Agreement shall be filed in the 22nd Judicial District Court for the Parish of St. Tammany which shall have exclusive venue and jurisdiction for any such action. Further, any dispute arising from this Agreement shall be governed by the laws of the State of Louisiana.
- 5.4** Any failure to take any action pursuant to this Agreement or to exercise any right granted herein does not serve as a waiver to any other obligation contained herein.
- 5.5** The parties acknowledge and agree that the obligations and covenants made herein give rise to contractual rights of each party and the right to demand specific performance and any claim to damages suffered hereunder.
- 5.6** No party herein shall assign any interest in this Agreement (whether by assignment or novation). This Agreement may be amended only by mutual written consent of the parties.
- 5.7** Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.
- 5.8** Each party has assisted in the preparation of this Agreement and has had the opportunity to make changes to the language used in this Agreement. As such, in interpreting the meaning of any language contained in this Agreement, the rule of construction that ambiguous language shall be construed against the party drafting the document shall not apply.

5.9 Each party shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, the Louisiana Code of Government Ethics (LSA R.S. 42:1101, et seq.) and the quasi-public agency audit and reporting requirements by the Louisiana Legislative Auditor (LSA R.S. 24:513A.(1)(b)(iv)) in carrying out the provisions of this Agreement.

5.10 RPC agrees to indemnify and hold harmless the Parish and its officers, directors, employees, agents, contractors, vendors and all others, of and from and against any and all liability including, but not limited to, claims, demands, losses, suits, damages, judgments, costs and expenses whether, indirect or consequential and including, but not limited to, all fees, expenses and charges of attorneys and other professionals, as well as court costs and expenses, for any actions or inactions arising out of, in connection with, or that may arise as a result of RPC's procurement of the Study, whether such claims are made by way of indemnity, contribution, subrogation or otherwise.

5.11 While in the performance of services or carrying out obligations herein, the RPC shall be acting in the capacity of an independent contractor and not as an employee of the Parish. The Parish shall not be obliged to any person, firm or corporation for any obligations of the RPC arising from the performance of its services under this Agreement. RPC shall not be authorized to represent the Parish with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless done so in writing by the Parish.

5.12 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. **ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation of warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

7. **NO PERSONAL LIABILITY OF INDIVIDUAL REPRESENTATIVE**

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of any corporate party of his individual capacity, and neither of the officers of any party nor any official executing this Agreement shall be personally liable with respect to this Agreement or be

subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.

8. NOTICES

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage pre-paid by First Class Mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopier or other similar form of electronic transmission confirmed by written confirmation mailed (postage pre-paid by First Class Mail, registered or certified, return receipt requested or private, commercial carrier, express mail such as Federal Express) at substantially the same time as such rapid transmission. All communications shall be transmitted to the address or number set forth below or such other addresses or numbers to be named hereafter designated by a party in written notice to the other party compliant with this section.

If to the RPC:

Jeffrey W. Roesel, Executive Director
Regional Planning Commission
10 Veterans memorial Blvd.
New Orleans, La 70124

If to Parish:

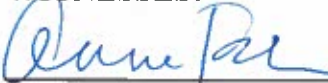

President Patricia P. Brister
St. Tammany Parish Government
P.O. Box 628
Covington, LA 70434

(Signature page follows.)

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in multiple originals by the hereunder signed officers, each in the presence of the undersigned two (2) competent witnesses in St. Tammany Parish, State of Louisiana, as of the dates set forth, below after diligent reading of the whole, in various counterparts.

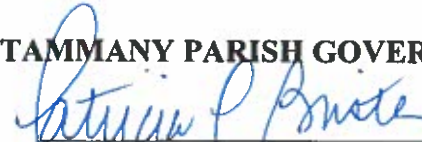
THUS DONE AND SIGNED on 1-24-2019, 2019 in the presence of the undersigned witnesses.

WITNESSES:



ST. TAMMANY PARISH GOVERNMENT

BY:


Patricia P. Brister
Parish President

THUS DONE AND SIGNED on _____, 2019 in the presence of the undersigned witnesses.

WITNESSES:

THE REGIONAL PLANNING COMMISSION for Jefferson, Orleans, Plaquemines, St. Bernard, St. Charles, St. John the Baptist, St. Tammany and Tangipahoa Parishes

BY:


Jeffrey W. Roesel
Executive Director

EXHIBIT "A"

SCOPE OF SERVICES

(See attached 4 pages.)

STAGE 0 FEASIBILITY STUDY
US 190 (S. Military Rd.): Turtle Creek Blvd to US 190 (East Gause Blvd)
Highway Planning/ Complete Streets Improvements
Slidell Urbanized Area, Louisiana
RPC Task No. SL-1.19M

Project Description

In accordance with FAST-Act and MAP-21 policy initiatives emphasizing pedestrian safety, development of alternative modes of transportation, and consistency with local land use planning efforts, the Regional Planning Commission is undertaking an evaluation and feasibility study of complete streets and general roadway improvements along and adjacent to the South Military Rd. (US 190) corridor between Turtle Creek Blvd. and East Gause Blvd. (US 190) in the Slidell UZA

The project is being carried out in coordination with St. Tammany Parish and LADOTD District 62 office. The technical Consultant will conduct a field evaluation and develop quantities and cost estimates for this 0.6 mile section identifying feasible “complete streets” improvements along the corridor, as well as other recommended improvements for deficiencies discovered during the course of the project. Tasks to be performed by the Consultant include:

TASK 1: PROJECT TIMELINE & KICK-OFF MEETING

The Consultant will prepare a draft project schedule including major milestones (PMC meetings, site visits, draft reviews, final report submission, etc.). The timeline will be submitted at a project kick-off meeting that will include the Consultant, RPC, LADOTD District 62, and St. Tammany Parish. Other stakeholders will be invited as may be necessary. The kick-off meeting will take place within two (2) weeks of the Notice to Proceed.

TASK 2: PROJECT MANAGEMENT COMMITTEE

The Consultant will assist RPC in establishing and supporting a Project Management Committee to guide the technical work effort and to review the Consultant’s work products. The PMC will include the RPC, DOTD District 62, St. Tammany Parish, and representatives from other parish/ state officials as deemed appropriate. The Consultant will provide all necessary agendas, handouts and exhibits in advance of the PMC meetings for RPC review and approval and prepare summary minutes of the meetings.

The PMC will meet three times during the course of the study effort: at the kick-off meeting, to review inventory findings, and to discuss study recommendations. In addition, the Consultant will as necessary conduct meetings with elected officials and other local leaders and organizations in the area to discuss the project’s purpose and need and project-related opportunities and concerns. The Consultant will receive prior approval from RPC prior to initiating these contacts and prepare summary meeting minutes for review and discussion with the PMC. It is anticipated

that new improvements may require further detailed study or analysis through LADOTD and/or RPC prior to consideration for advancement.

TASK 3: SITE INVESTIGATION, DATA COLLECTION, & ANALYSIS -

The Consultant will conduct a complete field visual inspection/ review of the US 190 (S. Military Rd.) corridor between US 190 (E. Gause Blvd.) and Turtle Creek Blvd. Site visits and field inspections will be conducted and data collected as necessary regarding the physical, engineering, land-use, and environmental features of the study area to allow an accurate assessment.

A) Complete Streets:

This examination will include an assessment of potential sidewalk/ bike path / multi-use path configurations and other complete streets elements along the US 190 (S. Military Rd) corridor. There are currently no sidewalks or bicycle delineations in the defined corridor.

B) Data Collection:

In consultation with LADOTD District 062 and RPC, the consultant shall:

Undertake 3 concurrent 48 hour traffic counts (averaged to 24 hour) in the corridor along

- i) US 190 (S. Military Rd) between US 190 (East Gause Blvd) and Cross Gates Blvd
- ii) US 190 (S. Military Rd) between Cross Gates Blvd and Turtle Creek Blvd
- iii) US 190 (S. Military Rd) between Turtle Creek Blvd and D'everaux Dr.

Peak Hour Turning Movement Counts will be collected at the intersections within the study area listed above for the weekday A.M. and P.M. Peak Hours. Peak hours will be discerned from a 48 hour traffic count normalized to a 24 hour period; taken on a Tuesday, Wednesday and Thursday when school is in session (on non-holiday weeks) as approved by RPC project manager. Demand volumes will be counted as part of the peak hour turning movement data collection effort, per DOTD methodology. Fifteen (15) minute driveway counts will also be undertaken for non-vacant parcels along the corridor, approximately 21 driveways. Counts will be collected to insure the most accurate vehicular (including truck), pedestrian, and bicycle movement data acquisition. Additionally, consultant will coordinate with St. Tammany Parish to determine if new developments in or near the project area will open during the duration of this effort that could have an impact on traffic volumes.

TASK 4: CONCEPT DEVELOPMENT AND EVALUATION

There are currently no bicycle or pedestrian facilities along US 190 (S. Military Rd). LADOTD District 62 has provided RPC with the existing typical section for the roadway and has also

provided conceptual typical sections for proposed improvements. The consultant will review these conceptual typical sections and use them as a basis for further analysis and refinement of improvements, or propose different alternatives.

Working with the PMC and using data collected in Task 3, the Consultant will prepare a conceptual improvement plan to add bicycle and/or pedestrian facilities along the roadway. The plan will include typical sections, minor geometric improvements, ADA accessibility considerations, location and type of crosswalks, additional/replacement signage, and other measures deemed feasible and prudent. The plans (which will be in GIS format) will identify utilities and other potential obstructions that could influence the concept's feasibility, timing, costs, and ability to implement proposed sidewalk and ADA improvements.

The Consultant will prepare visualizations of the proposed improvements and design alternative(s), helping the PMC understand the design intent by using before and after graphic perspectives for important nodes and before and after graphics in plan view for the study area. The Consultant should anticipate that one public informational meeting may be required to provide information and receive comments on the proposed improvements. The Consultant will develop quantities and unit cost estimates for the study section including estimated cost of final design and potential funding sources to improve existing sidewalks and ADA ramps, including existing striping and signage replacement. It is anticipated that the Parish or State may elect to submit this project for funding consideration through LADOTD's Transportation Alternatives Program, Safe Access to Public Places, or STP<200K program, dependent upon feasibility.

TASK 5: DRAFT REVIEW

A draft of the report (ten copies) with all documentation described above will be submitted to RPC for distribution to the PMC for review by, at the latest, 75% of project completion. The report will include the conceptual layout of each analysis section. The report text will briefly describe the purpose and need for the project and include a detailed conceptual layout of recommended sidewalk improvements, ADA ramp locations, and other supporting measures, i.e., existing crosswalk striping, as agreed to by the PMC. The draft report will be submitted to the PMC for review and in a format suitable for transmittal by RPC to LADOTD. DOTD Stage 0 and Environmental Checklists will be included in the draft and final report.

TASK 6: FINAL DELIVERABLES

Following review and approval of the draft submission, the Consultant will provide RPC with ten (10) bound copies of the Final Stage 0 Feasibility Study, documenting the information and analysis described above. All studied alternative(s) will be described in the Stage 0 Report, including the preferred alternative as recommended by the Project Management Committee. The Stage 0 Report will include completed Stage 0 checklists (ref. LADOTD Program Development and Project Delivery System Manual, Chapter 4: Stage 0 Standard Operating

Procedure, Checklist for Stage 0 – Preliminary Scope and Budget Worksheet, and Stage 0 Environmental Checklist). Ten printed copies of the report and 10 disks in electronic format (pdf including all maps and visualizations) will be submitted by the Consultant to the RPC for distribution. All survey and engineering work will be submitted to the RPC in CAD and/or GIS format.

RPC will work with St. Tammany Parish and LADOTD District 62 to advance feasible improvements towards project level design and implementation using various funding sources including STP<200K attributable funds and Transportation Alternatives Program (TAP), among others.

TIMELINE	Nine Months
Budget	\$40,000