COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE ST. TAMMANY PARISH GOVERNMENT AND THE REGIONAL PLANNING COMMISSION

(La 22 Traffic Circulation and Corridor Analysis CC Road to Dutch Road)

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 traffic circulation and corridor analysis study for La 22 and the adjacent roadway network between CC Road and Dutch Road in Madisonville, St. Tammany Parish; and; 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:
- 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 traffic circulation and corridor analysis study for the La Highway 22 and surrounding roadways, using as project area limits CC Road to the west and Dutch Road to the east, 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 forty-four thousand and no/100 (\$44,000.00) dollars of all such costs and Parish is obligated to pay the remaining twenty (20%) percent or eleven thousand and no/100 (\$11,000.00) 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** <u>Auditing</u>. 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	Audit requirements
other sources in any one fiscal year	
\$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	Shall obtain an annual compilation of
\$200,000	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	Shall obtain an annual review of its
\$500,000	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 quasipublic 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 \$44,000.00 in funding provided by DOTD, Parish will fund the local match towards the Study in the maximum amount of eleven thousand and no/100 (\$11,000.00) 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 7 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. <u>TERMINATION AND BINDING NATURE</u>

- 4.1 The term of this Agreement shall begin effective on _______, 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 5 - 1 - 2019, 2019 in the presence of the undersigned witnesses.

WITNESSES:

ST. TAMMANY PARISH GOVERNMENT

Parish President

THUS DONE AND SIGNED on Capul 22 , 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

Jeffrey W. Roesel **Executive Director**

EXHIBIT "A"

SCOPE OF SERVICES

(See attached 4 pages.)

LA 22 TRAFFIC CIRCULATION AND CORRIDOR ANALYSIS

LA 22: CC Road to Dutch Rd. Mandeville-Covington UZA Task MC-1.19; FY-19 UPWP

SCOPE OF SERVICES

The purpose of this study is to conduct a traffic corridor analysis along LA 22 from CC Road just west of the Tangipahoa Parish Line to Dutch Road near the town of Madisonville in St. Tammany Parish. Traffic and land use data will be collected to provide a detailed description of existing traffic operational patterns, and produce specific recommendations for roadway and intersection improvements to enhance traffic circulation and safety, and reduce congestion. The need for the analysis derives from concerns by state and parish officials that growth in vehicular traffic along the corridor is quickly overwhelming the capacity of the roadway to accommodate it, thus negatively impacting traffic operations through excessive delay in certain locations, creating potential safety issues, and ultimately diminishing the quality of life for residents of the area.

Outcomes of the study will include a near term (5 year) growth scenario in the vicinity of the corridor and conceptual improvements for ameliorating anticipated problem areas based on same. The analysis will build upon and update previous analyses and recommendations DOTD District 62 at various locations along the LA 22 in this area. Using data from DOTD and new data collected as part of this study, the Consultant will coordinate with the St. Tammany Development office to synthesize traffic impact analyses, relevant reports, and known land development projects, and work with the Project Management Committee in developing a near term (within 5 years) trip generation/ growth scenario for the study area that would impact LA 22.

Study Area: The study area for the project will be an area bounded roughly by:

CC Road to the West, LA 1077 to the East Lake Pontchartrain to the South I-12/ Brewster Rd. to the north

TASK 1: PROJECT TIMELINE AND KICK-OFF MEETING

The Consultant will prepare a draft project schedule including major milestones for the Tasks to follow. The timeline will be submitted at a project kick-off meeting that will include the Consultant, any sub-Consultant, St. Tammany Parish, Regional Planning Commission, and LADOTD District 62. Other attendees will be invited as necessary. The kick-off meeting will take place within two (2) weeks of the Notice to Proceed.

Task 1 Deliverable: Development of Project Schedule

TASK 2: PROJECT MANAGEMENT COMMITTEE

The Consultant will assist RPC in establishing and supporting a Project Management Committee (PMC) to guide the technical work effort and to review the Consultant's work products. The PMC will include representatives from St. Tammany Parish, RPC, DOTD District 62, and others 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 approximately four times during the course of the study effort, including the kickoff meeting described in Task 1. 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 before initiating these contacts and prepare summary meeting minutes for review and discussion with the PMC.

Task 2 Deliverable: Establishment of Project Management Committee (PMC), Production of hand outs, meeting minutes for approximately four PMC meetings, potentially conduct meetings with non-PMC members w/ prior RPC concurrence and provision of meeting minutes for same.

TASK 3: SITE INVESTIGATION AND DATA COLLECTION

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 of both traffic and land use/ development conditions. LADOTD District 62 has undertaken a significant data collection and analysis effort in the corridor over the past three to five years. Given the rapid development occurring in the corridor, the consultant will undertake a data collection effort that will update previous DOTD data collection efforts in the corridor. Consultant will be provided data collected by DOTD and will compare previously collected data with a new data collection effort that entails the collection of new traffic volume counts and peak hour turning movement counts.

Traffic data will be collected at the following locations along LA 22:

Traffic Volume Counts – 24-hour traffic volume counts will be conducted at the following intersections and approaches:

- 1) CC Road and LA 22
- 2) Guste Island Road and LA 22
- 3) Perrilloux Rd./ Trapagnier Rd. and LA 22
- 4) Pine Creek/ Coquille Dr. and LA 22

These counts will contain hourly subtotals and include vehicle classification amounts. Counts must be completed during a 48 hour period that occurs while school is in session and does not include a holiday within the week. Consultant will compare these counts with earlier counts taken by DOTD and develop a growth rate by approach for these intersections using observed data.

Peak Hour Turning Movement Counts -

Using the growth rates developed, consultant will apply same to turning movement counts undertaken by DOTD. Consultant will develop new turning movement estimates based on factored growth rates. Consultant will prepare an HCM analysis for the intersections based on the modified turning movement estimates and prepare a table summarizing the results.

Crash Data

Consultant will work with DOTD and RPC to obtain the latest available crash data along the corridor. Consultant will prepare a map identifying crash locations and a summary table of crash type, severity, date, time, surface condition, number of persons injured, direction of travel and prior movement for roadway segments along the corridor for a period starting in 2015 through 2017 or latest available.

Traffic Impacts from Developments

Consultant will work with the St. Tammany Development office to determine the latest permitted developments in the vicinity of the LA 22 corridor in the study area. Consultant will gather and assess relevant information including and especially Traffic Impact Assessments (TIA's) from St. Tammany Parish for

developments in the vicinity, and prepare a geospatial data set and graphic presentation indicating the location of the development, trips generated from the site, and forecasted distribution as documented in the TIA's. This task will provide a high-level summary of approved, planned developments including: number and density of housing units; square footage of non-residential development; and use and intensity of non-residential development. The consultant will also collect, summarize and map the area's zoning to illustrate the potential impacts of future development that has not yet been permitted or planned. Consultant will document source of all information gathered.

Task 3 Deliverables:

- a) Graphic/ tabular comparison of previously collected data and data collected as part of this effort for four intersections mentioned above. This includes 24 hour counts at all approaches and turning movement count comparisons.
- b) Map/Graphic of crash locations, and summary table of crashes per attributes described above for calendar years 2015 through as recent as available.
- c) Map/Graphic and corresponding geodatabase summarizing planned and permitted land development changes in the study area that are anticipated to impact the LA 22 corridor in this area, as well as zoning; trips generated by same, as well as anticipated peak hour impacts and trip distribution as documented in TIAs or other analysis/permitting documentation. Consultant will coordinate with RPC's GIS Manager for appropriate standards.

TASK 4: TRAFFIC ANALYSIS AND TRIP GENERATION ESTIMATES

Working with the PMC, the Consultant will develop and evaluate a near term (five year) forecast scenario that incorporates:

- a) Updated data collected in Task 3.
- b) Synthesized TIA reports and known developments from St. Tammany Parish and their forecasted impacts to the LA 22 corridor, and
- c) A background growth rate on the LA 22 corridor from RPC Travel model.
- d) Growth rate from Task 3 deliverable which compared existing DOTD counts to updated project counts.

Consultant will coordinate a meeting with the PMC to review and obtain consensus on a realistic development scenario that documents forecast changes based on observed data and trip generation forecasts of traffic that would access the LA 22 corridor within a near term five year horizon. Pending successful conclusion of this task, consultant will be authorized to proceed with Task 5 by RPC personnel.

Task 4 Deliverable: Table/ graphic summarizing synthesis of updated traffic data, agglomerated traffic impacts of known land use developments and background growth rates for the LA 22 corridor.

TASK 5: CONCEPTUAL DEVELOPMENT AND EVALUATION

Pending concurrence of the forecast scenario as developed in Task 4, roadway improvements to mitigate or manage projected impacts will be developed in consultation with the PMC and presented to the PMC in draft form for review and comment. These will include measures to improve the functionality and safety of the intersections and identified safety problem areas and proposed countermeasures within the study area through geometric modifications, roadway re-alignments, three-laning, other access management techniques, as well as improved signage and/or striping.

Highway Capacity Manual Analysis

A Highway Capacity Manual (HCM) analysis will be undertaken for each intersection and levels of service outputs by turning movement compared to previous analysis by DOTD. The analysis will include older DOTD counts. It will also include counts grown using the updated traffic counts information and land use data. Traffic volumes from existing data will need to be grown to 2019 "existing" year and 5-years into the future.

These will be done prior to development of detailed recommendations for improvements at specific locations along the corridor. A Highway Capacity Manual (HCM) level of service analysis will also be performed on possible intersection and roadway modifications to assess the impact of these proposed improvements during AM and PM peak hours.

Task 5 Deliverable:

- 1. Comparison Table that summarizes HCM analysis outputs for levels of service by turning movement by intersection for previous DOTD efforts and updated counts. This will be done for "existing 2019" and "5-year future" 2024.
- 2. Development of conceptual improvements for problem areas identified from previous tasks. Provision of HCM analysis to quantifiably demonstrate operational improvements and/or known safety countermeasures.

TASK 6: DRAFT REVIEW

A draft report with all documentation described above will be submitted to RPC, St. Tammany Parish and others on the PMC. The report will include the conceptual layout of the preferred alternative and descriptions of the proposed improvements.

The report will identify potential utilities, environmental constraints, or other issues that could influence the concept's feasibility and impact on the physical, natural and human environment; and will correspondingly prepare the **DOTD Stage 0 Environmental Checklist** for submittal to LADOTD as a deliverable. Form can be found at http://www.sp.dotd.la.gov/Inside_LaDOTD/Divisions/Multimodal/Pages/Stage_0.aspx

The Consultant will develop quantities and unit cost estimates for each element of the conceptual design plan of the preferred alternative as well as future project design costs, recommended project phasing, and potential funding sources for project implementation. The consultant will prepare the DOTD/MPO Stage 0 Preliminary Scope and Budget Checklist which will define the purpose and need for the project, alternative evaluation and screening process, and estimated budget/cost estimated for each project phase.

TASK 7: FINAL DELIVERABLES

Following review and approval of the draft submission, the Consultant will provide RPC with ten (10) bound copies of the Final Study Report and supporting plan packages. An editable MSWord file and pdf version of the final report and plan packages will be provided that will include all accessory documentation created during the course of the study. Data collected as part of this effort will be provided in a spreadsheet or database format specified by RPC staff. CADD, HCM, Synchro or other electronic files will be included in the deliverables via approved electronic storage media (USB drive, etc).

TIMELINE: 9 Months BUDGET: \$55,000