

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN  
THE ST. TAMMANY PARISH GOVERNMENT  
AND ST. TAMMANY COUNCIL ON AGING, INC**

**(Rural Transit Operations)**

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

**ST. TAMMANY COUNCIL ON THE AGING, INC.**, a non-profit corporation of the State of Louisiana, whose mailing address is 72060 Ramos Avenue, Covington, LA 70434, herein appearing by and through Julie Agan, its Executive Director, duly authorized (hereinafter referred to as "COAST"); and

**WHEREAS**, Parish is in need of an operating partner for Parish's rural public transportation services; and

**WHEREAS**, COAST desires to operate the rural public transportation services; and

**WHEREAS**, Parish has acquired and/or will acquire the vehicles, movable property and equipment as described in the attached Exhibit "A" (hereinafter referred to as "Property"), which will be used by COAST with the operation of rural transportation services. The Property will be owned by Parish, but will be within the custody of and operated by COAST in furtherance of its operation of rural public transportation services.

**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 the operation and funding of rural public transportation services in St. Tammany Parish. 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 COAST.**

**2.1 Rural Public Transportation Services.** COAST shall provide “turn-key” transit services in all rural areas of St. Tammany Parish, including, but not limited to:

- 2.1.1** Driver and dispatch operations;
- 2.1.2** Reservations;
- 2.1.3** Scheduling;
- 2.1.4** Monitor trips made daily and provide operational adjustments to prevent gaps in service;
- 2.1.5** Training for drivers and administrators;
- 2.1.6** Vehicle routine maintenance according to manufacturer’s recommendations;
- 2.1.7** Vehicle repair;
- 2.1.8** Automatic and/or manual fare collection system;
- 2.1.9** Facility or facilities; and
- 2.1.10** Daily management of transportation system.

**2.2** COAST will implement adequate safeguards for the Property to prevent loss, damage or theft of the Property. COAST shall investigate any loss, damage or theft, and COAST shall be responsible for initiating any insurance claims on the Property. COAST shall notify Parish of any loss, damage or theft within five (5) calendar days of the event and provide periodic updates as to the status of any claim.

**2.3** COAST does not have authority to sell, loan, lease or otherwise dispose of the Property or to pledge same as collateral or security. COAST shall return any Property to Parish upon such Property no longer being used for Parish’s use, surplus and/or disposal. COAST must return the Property to the Parish at expiration or earlier termination of this Agreement in good condition, normal wear and tear excepted.

**2.4 Days of Service.** The days of service for each calendar year consist of every Monday through Friday from 7:00am to 5:00pm, excluding New Year’s Day, Martin L. King Day, Mardi Gras Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve and Christmas Day. Latest pickup for each day of service may be at 3:30pm, in COAST’s discretion.

**2.5 Driver Training.** Drivers are to be trained upon hire by a certified supervisor and/or trainer in the following areas prior to operating a Parish transit vehicle. Copies of certifications and/or documentation of completion shall be sent to Parish:

- 2.5.1 Behind the wheel (defensive driving), including classroom instruction of thirty two (32) hours at time of orientation and eight (8) hours per year (two hours per quarter) thereafter;
- 2.5.2 Classroom sensitivity training of twelve (12) hours and one day hands-on training at time of orientation and four (4) hours of retraining per year thereafter;
- 2.5.3 Annual retraining that is supplemented by local and state advocacy groups, as well as disability groups, as not only a tool to train but also a positive outreach to such programs and groups;
- 2.5.4 Two (2) hours of wheelchair and lift training provided on day of orientation, plus two (2) days of PASS training, with annual retraining thereafter;
- 2.5.5 CPR, blood-borne pathogens, OSHA and ADA-required training to be provided at time of orientation and on an annual basis thereafter;
- 2.5.6 One (1) hour of training on drug and alcohol abuse and one (1) hour of training on alcohol abuse per Federal Transit Administration (49 CFR Part 655) regulations. Also, an additional one (1) hour of training for all supervisors for reasonable suspicion of drug and alcohol abuse; and
- 2.5.7 Customer service training, consisting of a minimum driver performance review of four (4) hours by supervisor and/or trainer to measure and monitor driver's performance.

**2.6 Invoices; Documentation.** COAST shall provide a monthly invoice indicating the cost for reimbursement, in the form required by Parish's Department of Finance. All requests for payment must be submitted timely, supported by adequate documentation (i.e.: invoices, cancelled checks and/or other supporting documents required by Parish) and approved by Parish before reimbursement will be made. In no event shall reimbursement be made later than thirty (30) calendar days after submission of request for payment with adequate documentation. Reimbursement will be made only from approved documentation, in Parish's reasonable discretion. The invoice shall also include supporting documentation containing the same information required by the National Transit Database. This documentation shall also include the following information and amounts:

- 2.6.1 Labor;
- 2.6.2 Operators' salaries and wages;
- 2.6.3 Other salaries and wages;
- 2.6.4 Fringe benefits;
- 2.6.5 Services;
- 2.6.6 Materials and supplies;
- 2.6.7 Vehicle maintenance log (i.e.: fuel, lubricants, tires, and other regularly scheduled maintenance);
- 2.6.8 Other materials and supplies;
- 2.6.9 Utilities;
- 2.6.10 Casualty and liability insurance costs;

- 2.6.11** Taxes;
- 2.6.12** Total actual vehicle(s) miles;
- 2.6.13** Total actual vehicle(s) hours;
- 2.6.14** Total actual vehicle(s) revenue miles;
- 2.6.15** Total actual vehicle(s) revenue hours;
- 2.6.16** Total fares collected;
- 2.6.17** Unlinked passenger trips; and
- 2.6.18** Passenger miles.

**2.7** COAST shall maintain all documentation pertaining to the services provided pursuant to this Agreement for a period of three (3) years following the expiration or earlier termination of the Term (as defined below).

**2.8** COAST shall carry in full force and effect at all times during the term of this Agreement insurance coverages in sufficient limits and levels necessary to protect it, its agents, directors, officers, employees, volunteers, its contractors and/or subcontractors, as well as St. Tammany Parish Government, its elected and appointed officials, directors, officers, agents, servants, attorneys, employees, volunteers, together with their agents, representatives, assigns, insurers and reinsurers, and all other interested third parties, from any and all claims for bodily injury, death or property damage as well as from claims under the workers' compensation acts.

**2.8.1** The insurance coverages shall be underwritten by insurance companies with an A.M. Best rating of no less than A-, Category VII and shall be authorized to do business in the State of Louisiana, and should include, but may not be limited to:

**2.8.1.1** Commercial General Liability in the minimum limit of \$1,000,000 per occurrence and \$3,000,000 general aggregate including, but not limited to coverage for the following:

- 2.8.1.1.1** Premises – operations;
- 2.8.1.1.2** Broad form contractual liability;
- 2.8.1.1.3** Products and completed operations;
- 2.8.1.1.4** Personal injury; and
- 2.8.1.1.5** Broad form property damage.

**2.8.1.2** Business Automobile Liability / Bus Liability in the minimum limits of \$1,000,000 combined single limit for bodily injury and property damage and shall include coverage for the following:

- 2.8.1.2.1** Any vehicles;
- 2.8.1.2.2** Owned vehicles;
- 2.8.1.2.3** Hired vehicles;

- 2.8.1.2.4** Non-owned vehicles;
- 2.8.1.2.5** Uninsured/underinsured motorist bodily injury coverage; and
- 2.8.1.2.6** Comprehensive and collision to be maintained on all vehicles.

**2.8.1.3** Excess (Umbrella) liability that follows form for each of the above policies is required when the liability limits do not equal or exceed \$5,000,000 per occurrence.

**2.8.1.4** Workers' Compensation/Employers Liability insurance in the minimum limits of \$1,000,000 per each accident, \$1,000,000 each disease, \$1,000,000 disease policy aggregate. St. Tammany Parish Government reserves the right to review and approve all insurance coverages.

**2.8.2** COAST shall have St. Tammany Parish Government named as an additional insured on the liability insurance policies and the policies shall be endorsed to provide a waiver of subrogation in favor of St. Tammany Parish Government. The insurances affected by this Agreement shall be written on a primary and non-contributory basis. All insurance policies shall provide that insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the Parish, in writing. COAST shall present evidence of said insurance coverages to the Parish on or before the commencement of this Agreement, and thereafter annually on or before each policy expiration.

**2.8.3** COAST shall secure, maintain and furnish to the Parish a commercial property insurance policy insuring the items of Property as described on the attached Exhibit "A" to full value against "all risks" of physical damage. The insurance shall be written on a replacement cost basis with a deductible not to exceed \$5,000.00. COAST shall be responsible for any deductibles. The policy of insurance shall name St. Tammany Parish, P.O. Box 628, Covington, LA 70434 as the only named insured. The policy shall be mailed to St. Tammany Parish, Office of Risk Management, P.O. Box 628, Covington, LA 70434.

**2.9** COAST shall comply with all applicable governmental laws, rules, regulations, licensing and requirements.

**2.10** COAST shall not alter or construct any improvements not provided for herein without the express written permission of Parish.

**2.11** COAST shall reasonably and in good faith cooperate in any reporting and/or audit requested and/or required by a grantor of funds used by Parish for rural public transportation. Said cooperation may include presentment of the Property for inspection, production of documents and/or statements, and/or any other items reasonably required by the grantor to satisfy the terms of such grants.

**2.12** COAST shall collect all fares due and owing according to the rate schedule established by Parish for rural public transportation. All invoices submitted to Parish shall include a credit for fares collected.

**2.13** Property.

**2.13.1** COAST will provide the regularly scheduled routine maintenance to the Property according to various manufacturers' recommendations, perform repairs to the Property, maintain a maintenance/repair log on each piece of Property, and provide Parish with a copy of the maintenance/repair logs upon request.

**2.13.2** COAST will implement adequate safeguards for the Property to prevent loss, damage or theft of the Property. Pertaining to any vehicles comprising the Property, said vehicles shall be parked overnight off-street in a lighted area. COAST shall investigate any loss, damage or theft of the Property and shall be responsible for initiating any insurance claims for the Property. COAST shall notify Parish of any loss, damage or theft of the Property within five (5) calendar days of the event and provide periodic updates as to the status of any claim.

**2.13.3** COAST does not have the authority to sell, loan, lease or otherwise dispose of the Property, or to pledge it as collateral or security. COAST shall return any Property to Parish upon such Property being no longer used, for Parish's use, surplus and/or disposal. COAST must return the Property to Parish at the termination of this Agreement in good condition, normal wear and tear excepted.

**2.13.4** COAST shall reasonably and in good faith cooperate in any reporting and/or audit requested and/or required by a grantor of funds used by Parish to acquire any portion of the Property. Said cooperation may include presentment of the Property for inspection, production of documents and/or statements, and/or any other items reasonably required by the grantor to satisfy the terms of such grants.

**3. OBLIGATIONS OF ST. TAMMANY PARISH**

**3.1 Transit Vehicles.** Parish shall procure and provide to COAST all vehicles to be utilized in the rural public transportation program. The Parish shall retain ownership of the vehicles and will allow COAST use of said vehicles.

**3.2 Funding.** Parish will fund this project in the maximum amount of nine hundred ninety five thousand nine hundred eighty two and no/100 (\$995,982.00) dollars for each twelve (12) month period of the Term. Parish will fund COAST based on reimbursement of services (not to exceed 650 monthly service hours without Parish

approval including the cost of fuel and less the amount of fares collected. Notwithstanding the foregoing, no sums shall be payable to COAST without an invoice and without the documentation required by this Agreement. Unused funds remaining at expiration of the Term may be retained and/or reallocated by Parish and shall not be disbursed to COAST.

#### **4. TERMINATION AND BINDING NATURE**

- 4.1 The term of this Agreement shall begin on July 1, 2015 and end on June 30, 2016 (the "Term"). Thereafter, this Agreement shall automatically renew for an additional one (1) year period at expiration of the then-current term. No additional Term renewal or extension shall be provided without the express written consent of the parties, in each party'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 sixty (60) 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 22<sup>nd</sup> 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. The prevailing party in any dispute shall be entitled to reimbursement of its actual attorney fees and costs from the non-prevailing party.
- 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 certifies that it will adhere to and follow any and all ordinances, laws and licensing requirements applicable to each party's obligations as stated herein.
- 5.9 COAST 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 COAST's obligations pursuant to this Agreement, whether such claims are made by way of indemnity, contribution, subrogation or otherwise.
- 5.10 While in the performance of services or carrying out obligations herein, COAST 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 COAST arising from the performance of its services under this



Agreement. COAST 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.

**5.11** 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 COAST:  
Julie Agan, Executive Director  
72060 Ramos Avenue

If to Parish:  
President Patricia P. Brister  
St. Tammany Parish Government

Covington, La 70434

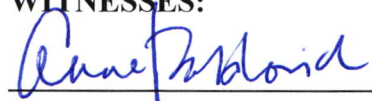
P.O. Box 628  
Covington, La 70433

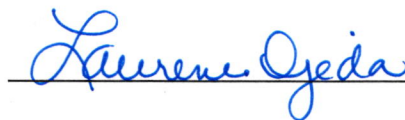
(Signature page follows.)

**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.

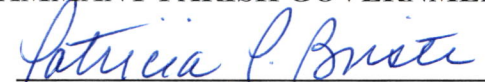
**THUS DONE AND SIGNED** effective as of July 1,, 2015 in the presence of the undersigned witnesses.

**WITNESSES:**



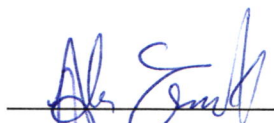
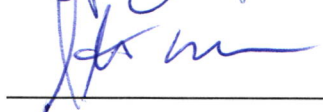


**ST. TAMMANY PARISH GOVERNMENT**

BY:   
Patricia P. Brister  
Parish President

**THUS DONE AND SIGNED** effective as of July 1, 2015 in the presence of the undersigned witnesses.

**WITNESSES:**

**ST. TAMMANY COUNCIL ON THE AGING,  
INC.**


BY:   
Julie Agan  
Executive Director

EXHIBIT "A" - Property

**(I) ARRA Grant Coast Startup Summary**

State Contract #	Company	Item	Item Description	Item Number	Qty	amount	Total Cost
404160	Hewlett-Packard	Computer	HP EliteDesk 800 G1 Tower PC	G5R46UT#ABA	7	\$ 919.00	\$ 6,433.00
404160	Hewlett-Packard	Monitors	hp Promo Elite Display E221i 21.5 inch IPS LED Backlit Monitor	F9Z09A8#ABA	11	\$ 189.00	\$ 2,079.00
404160	Hewlett-Packard	Printers	HP Color LaserJet Enterprise M750dn	D3L09A#BGJ	3	\$ 2,564.05	\$ 7,692.15
408830	MSC Industrial Supply Co.	Generators	Auto Standby Generator 1800RPM 113A	RG02724ANAX	2	\$ 11,277.00	\$ 22,554.00
408830	MSC Industrial Supply Co.	Generator installation	Installation		1	\$ 2,250.00	\$ 2,250.00
408830	MSC Industrial Supply Co.	Generator Processing Fee	Handling fee		1	\$ 327.78	\$ 327.78
408830	MSC Industrial Supply Co.	Pressure washer	3GPM/3000PSI/9HP GAS CRT MNT PRES WASHER	XG01366459	2	\$ 1,595.00	\$ 3,190.00
	Delta Con	Computer installation	7 New computers @ \$90.00 estimated 3.5 hours each		7	\$ 315.00	\$ 2,205.00
	Delta Con	Monitors installation	11 Monitors @ \$90.00 a hour estimate time 0.5 hours each		11	\$ 45.00	\$ 495.00
	Delta Con	Printer Installation	3 Network printers @ \$90.00 a hour estimated 1 hour each		3	\$ 90.00	\$ 270.00
<b>Total Cost</b>							<b>\$ 47,495.93</b>

(II) Vehicles

<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>VIN</u>
2007	Chevrolet	23' 4500 Bus	1GBE4V1G67F419646
2007	Chevrolet	23' 4500 Bus	1GBE4V1G87F419762
2007	Chevrolet	23' 4500 Bus	1GBE4V1G17F419408