ORDINANCE NO. O-105-2018

AN ORDINANCE OF THE LAFAYETTE CITY-PARISH COUNCIL AUTHORIZING THE LAFAYETTE MAYOR-PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE ACADIANA PLANNING COMMISSION TO PROVIDE TRANSIT SERVICES ALONG A PILOT ROUTE LINKING LAFAYETTE PARISH AND ACADIA PARISH

BE IT ORDAINED by the Lafayette City-Parish Council, that:

WHEREAS, the Acadiana Planning Commission (the "**APC**") is the organization officially tasked with identifying and prioritizing transportation projects of regional importance within the area comprising Acadia, Evangeline, Iberia, Lafayette, St. Landry, St. Martin and Vermilion Parishes (the "**APC Area**"); and

WHEREAS, APC has been awarded a Louisiana Department of Transportation and Development grant to study the feasibility of inter-city public transit within the APC Area; and

WHEREAS, APC has also been awarded a U.S. Department of Agriculture Rural Business Development Grant to connect rural communities outside of the City of Lafayette with educational and job opportunities in the City of Lafayette; and

WHEREAS, APC has developed a pilot commuter bus route linking Acadia Parish and Lafayette Parish in order to study the feasibility of inter-city public transit within the APC Area and to connect rural communities outside of the City of Lafayette with job opportunities in the City of Lafayette; and

WHEREAS, the area to be served by the pilot commuter bus route has a population of 74,141, including 65,577 persons within Acadia Parish and 11,564 persons within Lafayette Parish (excluding the areas to be served within the City of Lafayette), with such population being concentrated in towns and small cities along the former Southern Pacific Railroad line and U.S. Highway 90, the latter of which has developed into an intense daily commuter path for people working and pursuing higher education in the City of Lafayette; and

WHEREAS, the pilot commuter bus route incorporates stops adjacent to major trip generators in the City of Lafayette, including South Louisiana Community College, the intersection of Johnston Street and College Road (which will provide opportunities for transfer service via LTS), the University of Louisiana, and Lafayette General Medical Center; and

WHEREAS, Lafayette City-Parish Consolidated Government ("**LCG**") is the only provider of public fixed-route transit within the APC Area, serving the City of Lafayette through the Lafayette Transit System ("**LTS**"); and

WHEREAS, APC desires that LCG operate the commuter bus route on behalf of APC; and

WHEREAS, Section 1-07 of the Lafayette City-Parish Consolidated Government Home Rule Charter states that LCG is authorized, as provided by state law, to enter into joint service agreements or cooperative efforts with other governmental agencies and political subdivisions; and

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974 provides that, for a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual; and

WHEREAS, the Lafayette City-Parish Council declares that operation of the commuter bus route on behalf of APC would materially benefit the citizens of the City of Lafayette and Parish of Lafayette and well as the economy of the City of Lafayette and Parish of Lafayette by providing a reliable, alternate means of transportation for workers, students and visitors between the City of Lafayette, Parish of Lafayette and the other communities served by the route.

NOW, THEREFORE, BE IT FURTHER ORDAINED by the Lafayette City-Parish Council, that:

SECTION 1: All of the aforedescribed "Whereas" clauses are adopted as part of this ordinance.

SECTION 2: The following is summarized information concerning the proposed Cooperative Endeavor Agreement between LCG and APC:

Participants: Lafayette City-Parish Consolidated Government and the Acadiana Planning Commission.

Purpose: To facilitate the transportation of residents of Acadia Parish who work, attend school or shop in Parish of Lafayette between Acadia Parish and Parish of Lafayette along a fixed-route commuter bus line and to study the feasibility of inter-city public transit within the APC Area.

Funds and/or Services Provided by LCG: LCG will staff and operate the fixed-route commuter bus line, to be funded by the grant money secured by the APC and by passenger fares.

Funds and/or Services Provided by the APC: The APC will provide grant funding to subsidize operation of the fixed-route commuter bus line, oversee and consult with LCG regarding its operation of the fixed-route commuter bus line, and collaborate with the grantors to study the feasibility of inter-city public transportation.

Jurisdiction Issues: None.

Benefits to LCG: The fixed-route commuter bus line will facilitate the transport of Acadia Parish residents into Lafayette to work, attend school, and shop, which will be an economic benefit to the City and Parish of Lafayette. Additionally, LCG will be entitled to retain all fares.

Timeframe: The term of the Agreement is be six (6) months, commencing on July 1, 2018 and expiring on December 31, 2018 (the "**Initial Term**"). The Agreement will automatically renew for two (2) successive one (1) year terms (the "**First Extension Term,**" and "**Second Extension Term,**" respectively) unless, no less than 30 days prior

to the expiration of the then-current term, either Party provides written notice to the other Party of its intent to terminate this Agreement at the end of the then-current term.

SECTION 3: The Lafayette Mayor-President is hereby authorized, empowered and directed to execute, for and on behalf of LCG, a Cooperative Endeavor Agreement by and among LCG and the APC, which Cooperative Endeavor Agreement shall be substantially in the form and contain substantially the terms and provisions set forth in the Cooperative Endeavor Agreement attached hereto as Exhibit A, with such changes as may be approved by the Lafayette Mayor-President in consultation with the Lafayette City-Parish Attorney, provided that no such change may increase the financial obligations of LCG.

SECTION 4: APC shall pay LCG in accordance with Exhibit "E," attached hereto and made a part hereof by reference.

SECTION 5: The FY 17/18 Lafayette Transit budget of LCG is hereby amended by increasing revenues in the amount of $166,000 to allow for the operations of the commuter bus route.

SECTION 6: If any clause, section or portion of this ordinance should be declared illegal, null and void, or unconstitutional by any court of competent jurisdiction, the remaining clauses, sections and portions shall remain in full force and effect, the provisions of this ordinance being severable.

SECTION 7: All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

SECTION 8: This ordinance shall become effective upon the signature of the Lafayette Mayor-President, the lapse of ten (10) days after receipt by the Lafayette Mayor-President without signature or veto, or upon override of any veto, whichever occurs first.

* * * * *

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Fiscal Year: 2018

Budget Adjustment Codes:
Disposition of new revenues

Fund: Description:
126 GRANTS - FEDERAL

Justification:
Monies appropriated through a Cooperative Endeavor Agreement with Acadiana Planning Commission for a Pilot Transit Route Bus to Crowley

Ordinance #: _____

ACCOUNTING UNIT	ACCOUNT	SUB ACCOUNT	ACCOUNT DESCRIPTION	ACTIVITY	ACTIVITY DESCRIPTION	ACCOUNT CATEGORY	ADJUSTMENT AMOUNT	GL CURRENT GL BUDGET	GL ADJUSTED BUDGET	AC CURRENT AC BUDGET	AC ADJUSTED BUDGET
1260999	42000		PUBLIC SAFETY FEDERAL GRANTS	126241809990001	APC CROWLEY BUS ROUTE	42000	(166,000.00)	(6,387,646.02)	(6,553,646.02)	0.00	(166,000.00)
1260999	49805		MISC REV-PROGRAM INCOME	126241809990001	APC CROWLEY BUS ROUTE	49805	(5,367.50)	0.00	(5,367.50)	0.00	(5,367.50)
1265940	50100		TEMPORARY EMPLOYEES	126241859400001	APC CROWLEY BUS ROUTE	50100	65,000.00	0.00	65,000.00	0.00	65,000.00
1265940	50200		OVERTIME	126241859400001	APC CROWLEY BUS ROUTE	50200	10,000.00	0.00	10,000.00	0.00	10,000.00
1265940	50500		RETIREMENT/MEDICARE TAX	126241859400001	APC CROWLEY BUS ROUTE	50500	6,367.50	0.00	6,367.50	0.00	6,367.50
1265940	72600		TRANSPORTATION	126241859400001	APC CROWLEY BUS ROUTE	72600	90,000.00	0.00	90,000.00	0.00	90,000.00
Total Adjustments							0.00				

RECEIVED
JUN 0 1 2018
BUDGET MGMT.

RECEIVED
JUN 0 6 2018
LAFAYETTE CONSOLIDATED GOVERNMENT
CFO-OFFICE OF FINANCE & MGMT

Note: Revenue is a credit account therefore an increase is a credit (minus) and a decrease is a debit (plus). Expense is a debit account therefore an increase is a debit (plus) and a decrease is a credit (minus).

Reserve Balances (Budget Use Only)

Operating Funds	Capital Funds
☐ Reserve	☐ Reserve
☐ Accum Use of P.Y. Fund Balance	☐ Accum Use of P.Y. Fund Balance
Transfer No._____	Transfer No._____
Balance After This Transfer_____	Balance After This Transfer_____

6/6/18

6/6/18

DIVISION HEAD — DAT 5/31/18

DEPARTMENT HEAD — DATE 6/1/18

BUDGET MANAGEMENT OFFICER — DATE 6/6/18

MAYOR-PRESIDENT — DATE

Updated 04/15/

STATE OF LOUISIANA

PARISH OF LAFAYETTE

COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN
LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT
AND
ACADIANA PLANNING COMMISSION, INC.
FOR COMMUTER TRANSIT SERVICES

BE IT KNOWN, that on the days and dates hereinafter set forth, before the undersigned Notaries Public, duly commissioned and qualified in and for the specified Parish and State, in the presence of the hereinafter undersigned competent witnesses, personally came and appeared:

> **LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT**, a political subdivision of the State of Louisiana, having as its mailing address P.O. Box 4017-C, Lafayette, Louisiana 70502, being represented herein by Joel Robideaux, its Mayor-President, duly authorized by Ordinance No. O-___-2018 (hereinafter "**LCG**"); and
>
> **ACADIANA PLANNING COMMISSION, INC.**, a duly authorized agency of the State of Louisiana, established by Act of the Louisiana Legislature, as codified at LSA-R.S. 33:140.61 and LSA-R.S. 33:1401.62, represented herein by Monique Boulet, its, Chief Executive Officer, duly authorized by that resolution of the Acadiana Planning Commission (hereinafter "**APC**"),

(collectively, the "**Parties**"), each of whom declared:

WHEREAS, the APC is the organization officially tasked with identifying and prioritizing transportation projects of regional importance within the area comprising Acadia, Evangeline, Iberia, Lafayette, St. Landry, St. Martin and Vermilion Parishes (the "**APC Area**");

WHEREAS, LCG is the only provider of public fixed-route transit within the APC Area, serving the City of Lafayette through the Lafayette Transit System ("**LTS**"); and

WHEREAS, APC has been awarded a Louisiana State Department of Transportation and Development grant to study the feasibility of public transit within the APC Area;

WHEREAS, APC has also been awarded a U.S. Department of Agriculture Rural Business Development Grant (RBDG) to connect the rural communities outside the City of Lafayette with educational and job opportunities in the City of Lafayette;

WHEREAS, APC will use the grant funds to subsidize public fixed-route commuter bus transit service between the City of Lafayette and the City of Crowley as a pilot route; and

WHEREAS, the area served by the pilot commuter bus route has a population of 74,141, including 65,577 persons within Acadia Parish and 11,564 persons within Lafayette Parish (excluding the areas to be served within the City of Lafayette), with such population being concentrated in towns and small cities along the former Southern Pacific Railroad line and U.S. Highway 90, the latter of which has developed into an intense daily commuter path for people working and pursuing higher education in the City of Lafayette; and

WHEREAS, the pilot commuter bus route, which is more particularly described on **Exhibit "A,"** and shown on **Exhibit "B,"** both of which are attached hereto and made a part hereof by reference (the "**Route**"), incorporates stops adjacent to major trip generators in the City of Lafayette, including South Louisiana Community College, the intersection of Johnston Street and College Road (which will provide opportunities for transfer service via LTS), the University of Louisiana, and Lafayette General Medical Center; and

WHEREAS, APC desires that LCG operate the Route on behalf of APC, and LCG desires to operate the Route on behalf of APC, all in accordance with the terms and conditions set forth herein; and

WHEREAS, Section 1-07 of the Lafayette City-Parish Home Rule Charter states that LCG is authorized, as provided by state law, to enter into joint service agreements or cooperative efforts with other governmental agencies and political subdivisions; and

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974 provides that, for a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and for the public benefits to be derived therefrom, the adequacy of which is hereby acknowledged, the Parties do hereby stipulate and agree, as follows:

SECTION 1 – ADOPTION OF WHEREAS CLAUSES. All of the aforesaid "WHEREAS" clauses are hereby adopted by the Parties as part of this Agreement.

SECTION 2 – SCOPE OF SERVICES. LCG agrees to provide fixed-route, fixed schedule commuter transit service to the general public along the Route (the "**Transit Services**"). LCG warrants that the Transit Services will be performed in a good, professional manner, and in accordance with the terms, conditions and standards set forth herein and in **Exhibit "C,"** attached hereto and made a part hereof by reference.

SECTION 3 – LCG RESPONSIBILITIES. In providing the Transit Services, LCG shall be responsible for the following:

(a) LCG shall be responsible for the day-to-day administration and operation of the Transit Services, including vehicle and equipment maintenance.

(b) LCG shall assign experienced management personnel to monitor the vehicles utilized to provide the Transit Services during Transit Service hours.

(c) LCG shall provide the Transit Services Monday through Friday. Notwithstanding the foregoing, LCG shall not provide the Transit Services on any holiday during which the Lafayette Transit System does not operate, including, without limitation: New Year's Day, Martin Luther King Day, Mardi Gras, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day. Further provided, if, in the reasonable discretion of LCG, a condition exists that renders provision of the Transit Services unsafe (*e.g.*, a severe weather event, civil unrest, a terrorist attack, or other event of force majeure), then LCG shall not provide the Transit Services for as long as such condition exists. LCG shall immediately notify APC of any decision not to provide the Transit Services due to a condition described in this sentence. LCG shall also take reasonable steps to notify the public regarding any decision not to provide the Services due to a condition described in the previous sentence.

(d) LTS will use best efforts, if economically feasible, to provide Automatic Vehicle Location devices (AVL) on all APC regional revenue service vehicles. If such AVL devices are provided, LCG will use best efforts, if economically feasible, to utilize the AVL devices to display the exact location of each vehicle in APC revenue service will be made available on the Interactive Weekday Routes, Mobile Tracker and Real Time Map features on the LTS website.

(e) LCG shall secure and maintain all licenses and permits, and pay all inspection fees and applicable taxes required to perform its obligations under this Agreement, as applicable.

(f) LCG shall be responsible for establishing and paying the wages of its employees, establishing and enforcing personnel policies and procedures relative to its employees, and for the payment of its subcontractors (if any). LCG employees shall in no event be considered employees of APC.

(g) LCG shall comply with all federal, state and local laws and regulations with respect to transit service. In the case of a conflict between the requirements of any such law or regulation and the requirements set forth herein, the more stringent requirement shall control; provided, however, that where the requirements set forth herein would violate any federal, state or local law or regulation, LCG shall adhere to the law or regulation.

SECTION 4 – APC RESPONSIBILITIES. In return for LCG providing the Transit Services, APC shall have the following obligations under this Agreement:

(a) APC shall timely pay all invoices as set forth in Section 6, *infra*.

(b) APC shall maintain on staff a transit planning professional to monitor schedule adherence, customer satisfaction, passenger counts, and analyze the route schedule for required adjustments.

(c) APC shall actively market and publicize the Transit Services so as to maximize ridership.

(d) APC shall manage state and federal operating grants to ensure compliance to the pilot route.

(e) APC shall be the official liaison to all participating municipal governmental entities, non-profits organizations, and community action groups involved in the Pilot project.

SECTION 5 – TERM. The term of this Agreement shall be six (6) months, commencing on July 1, 2018 and expiring on December 31, 2018 (the "**Initial Term**"); provided, however, that this Agreement shall automatically renew for two (2) successive one (1) year terms (the "**First Extension Term**," and "**Second Extension Term**," respectively) unless, no less than thirty (30) days prior to the expiration of the then-current term, either Party provides written notice to the other Party of its intent to terminate this Agreement at the end of the then-current term.

SECTION 6 – PAYMENT FOR SERVICES. APC shall pay LCG in accordance with **Exhibit "E,"** attached hereto and made a part hereof by reference. LCG may invoice APC monthly at the address set forth in the appearance clause hereinabove, or at such other address as APC may from time to time designate in writing. Payments shall be made by APC within forty-five (45) days after receipt of a properly executed invoice. Invoices shall include the contract number and shall list each bus with the number of hours that such bus was in revenue service for the period invoiced. The amount to be paid on the monthly invoice shall be an hourly rate of eighty Five ($85.00) Dollars per revenue service hour that each bus was in service. If, following the elapse of sixty (60) days from the receipt of a properly executed invoice, APC has failed to remit payment to LCG, then, in such case, interest shall commence to accrue at the rate established pursuant to LSA-R.S. 13:4202; provided, however, that invoices submitted without the documentation required herein shall not be payable until such time as the APC receives the required documentation. Further provided, APC shall immediately notify LCG of the deficiency of any invoice.

SECTION 7 – VEHICLES. LCG shall maintain such vehicles for the provision of Transit Services as set forth in **Exhibit "C,"** attached hereto and made a part hereof, and as follows:

(a) LCG shall maintain a minimum of (3) available vehicles, including one back-up, to ensure provide reliable, uninterrupted Commuter Transit Services.

(b) The three service vehicles shall be relatively uniform in color and design, and shall bear an identifying emblem. LCG, APC, the U.S. Department of Transportation, the Federal Transit Administration and the U.S. Department of Agriculture shall be noted as participants in this project.

(c) Vehicles shall be air-conditioned.

(d) Vehicles shall be equipped with a fire extinguisher of approved class and a first aid kit.

(e) LCG shall be responsible for the fueling of all vehicles.

(f) LCG shall be responsible for cleaning the vehicles and maintaining a professional interior/exterior appearance with respect to the same.

(g) LCG shall keep maintenance and fuel records for every vehicle operating under this Agreement, and such records shall be made available to APC upon request.

SECTION 8 – USE OF SUBCONTRACTORS. LCG shall serve as the single prime Contractor for all work performed under this Agreement and LCG shall be responsible for all deliverables referenced herein. The foregoing notwithstanding, LCG may enter into subcontractor arrangements provided that:

(a) LCG shall identify each subcontractor used to APC prior to the commencement of such subcontractor's work hereunder.

(b) No subcontractor shall commence work hereunder without first providing evidence of insurance reasonably acceptable to APC.

(c) Subcontractors shall be bound by the terms of this Agreement.

SECTION 9 - CARE OF PROPERTY.

(a) LCG shall be responsible for any loss or damage to property of APC that results from willful misconduct or lack of good faith on the part of LCG, or which results from the failure on the part of LCG to maintain and administer that property in accordance with sound management practices, or to ensure that the property will be returned to APC in like condition to that in which it was furnished to LCG, normal wear and tear excepted. Likewise, APC shall be responsible for any loss or damage to property of LCG that results from willful misconduct or lack of good faith on the part of APC, or which results from the failure on the part of APC to maintain and administer that property in accordance with sound management practices, or to ensure that the property will be returned to LCG in like condition to that in which it was furnished to APC, normal wear and tear excepted.

(b) Upon the happening of loss, or destruction of, or damage to property of APC, LCG shall notify APC thereof and shall take all reasonable steps to protect that property from further damage. Likewise, upon the happening of loss, or destruction of, or damage to property of LCG, APC shall notify LCG thereof and shall take all reasonable steps to protect that property from further damage.

(c) LCG shall surrender to APC all property of APC prior to settlement upon completion, termination, or cancellation of this Agreement. References to LCG under this section shall include any of its employees, agents, or subcontractors. Likewise, APC shall surrender to

LCG all property of LCG prior to settlement upon completion, termination, or cancellation of this Agreement. References to APC under this section shall include any of its employees, agents, or subcontractors.

SECTION 10 – INDEMNITY.

(a) LCG shall indemnify and hold harmless APC from all suits, actions, damages and costs of every name and description relating to personal injury and/or damage to real or personal tangible property caused by LCG, its agents, officers, employees, or subcontractors in the performance of this Agreement, without limitation; provided, however, that LCG shall have no duty to indemnify and/or hold harmless APC for that portion of any claim, loss or damage arising hereunder due to the negligence or fault of APC.

(b) APC shall indemnify and hold harmless LCG from all suits, actions, damages and costs of every name and description relating to personal injury and/or damage to real or personal tangible property caused by APC, its agents, officers, employees, or subcontractors in the performance of this Agreement, without limitation; provided, however, that APC shall have no duty to indemnify and/or hold harmless LCG for that portion of any claim, loss or damage arising hereunder due to the negligence or fault of LCG.

SECTION 11 – TERMINATION.

(a) Termination for Cause. The Parties may exercise any rights available to either to terminate this Agreement for cause upon the failure of the other Party to comply with the terms and conditions of this Agreement, provided that the Party seeking to terminate this Agreement shall give the other Party written notice specifying its failure and a reasonable opportunity to cure the same.

(b) Termination for Convenience. Either Party may terminate this Agreement at any time by giving thirty (30) days written notice of such termination to the other Party, or negotiating an effective date of termination with the other Party.

(c) Non-Appropriation. The continuation of this Agreement into a new fiscal year is contingent upon the appropriation of funds to fulfill the requirements of this Agreement. If, after a diligent and good faith effort, either Party fails to appropriate sufficient funds to perform such Party's obligations hereunder, this Agreement shall terminate on the last day of the fiscal year for which funds were appropriated. Further provided, if the grant funds being used by APC hereunder should run out, and APC is unable, after a diligent and good faith effort, to secure additional funds, then APC shall be entitled to terminate this Agreement by providing written notice of same to LCG; provided, however that APC shall be obligated to reimburse LCG for all liabilities and expenses incurred hereunder prior to the termination of this Agreement.

(d) Budgeted Funds. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that the maximum amount that either Party shall be obligated to expend in satisfaction of such Party's obligations hereunder is the amount budgeted by that Party therefor. In the event the total amount that each Party is required of the Agreement is increased

for any reason, so as to exceed the amount budgeted, the Parties each agree that the other Party shall not be liable for the amount of such increase unless and until the Party's budget is amended, as provided by law, to allow for such increased amount.

SECTION 12 – RECORDKEEPING; AUDITS.

(a) The Parties shall retain records of accounts directly pertaining to this Agreement as required by applicable state and federal law, but in no event for less than five (5) years, and shall make such records available during normal business hours for audit by the other Party or federal auditors (as required by law or regulation).

(b) All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by LCG in connection with the performance of the services contracted for herein shall become the property of APC and shall, upon request, be returned by LCG to APC at termination or expiration of the contract; provided, however, that, except as otherwise provided herein, nothing shall prevent or preclude LCG from retaining copies of the same for its own purposes.

SECTION 13 – FUND USE. LCG agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

SECTION 14 – CODE OF ETHICS. LCG acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statues (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the performance of the services called for in this Agreement. LCG agrees to immediately notify APC if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS LAWS. LCG agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; Federal Executive Order 11246; the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; the Age Discrimination Act of 1975; and the Americans with Disabilities Act of 1990. LCG agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by LCG, or failure to comply with the statutory obligations set forth above, when applicable, shall be grounds for termination of this Agreement.

SECTION 16 – ANTI-KICKBACK CLAUSE. LCG hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each contractor or

sub-grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

SECTION 17 – CLEAN AIR ACT. LCG hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

SECTION 18 – ENERGY POLICY AND CONSERVATION ACT. LCG hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

SECTION 19 – CLEAN WATER ACT. LCG hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

SECTION 20 – INDEPENDENT CONTRACTOR. LCG is, and at all times will be, an independent contractor. Nothing in this Agreement shall be deemed to create an employer/employee, principal/agent, or joint venture relationship. Neither Party has the authority to enter into any contracts on behalf of the other Party or otherwise act on behalf of the other Party. No employee, agent, representative and/or subcontractor of LCG shall be entitled to any of the rights or benefits due employees or agents of LCG

SECTION 21 – INSURANCE. The Parties acknowledge that LCG is self-insured and shall not be required to provide any insurance as a condition of this Agreement. LCG shall, upon written request of APC, but not more than twice each calendar year, furnish a letter from an authorized officer of LCG certifying LCG's self-insurance status and providing such other related documentation as may be reasonably requested by APC.

SECTION 22 – MISCELLANEOUS.

(a) Entire Agreement. This Agreement contains the complete understanding and agreement of the Parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

(b) No Waiver. No delay or omission by either Party in exercising any right occurring upon any noncompliance or default by the other Party with respect to any of the terms and conditions hereof shall impair any such right or be construed to be a waiver thereof. A waiver by either Party of any of the covenants and agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenants or agreements herein contained.

(c) Amendment. The Parties hereto agree that the provisions of this Agreement may be modified or amended, in whole or in part, only by written agreement signed by LCG and APC.

(d) Assignment. Neither Party shall assign, in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of the other Party.

(e) Governing Law. This Agreement shall be governed by the laws of the State of Louisiana without giving effect to its conflict of law principles, regardless of where this Agreement is executed.

(f) Successors and Assigns. This Agreement shall inure to the benefit of the successors and assigns of the respective Parties.

(g) Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of strike, lock-outs, casualties, Acts of God, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riots, insurrection, war or other causes beyond the reasonable control of such Party, then such Party shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay.

(h) Attorney Fees. In the event that a Party hereto institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing Party, after a final and non-appealable adjudication, shall be entitled to recover its reasonable costs (including, without limitation, court costs) and reasonable attorney fees incurred in the preparation and prosecution of such action or proceeding from the Party cast in said final and non-appealable judgment.

(i) Notices. Notices or other communications hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. The addresses for notice are set forth in the appearance clauses of this Agreement. Each Party hereto may from time to time change its respective address for notice hereunder by like notice to the other Parties hereto.

(j) Construction. Each of the Parties has had an opportunity to obtain legal advice and negotiate the language of this Agreement. No presumption shall arise or adverse inference be drawn by virtue of authorship, and each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party whose counsel drafted that provision.

(k) Headings. Descriptive headings in this Agreement are for convenience only and shall not affect the construction of this contract or meaning of contractual language.

(l) Severability. If any term or condition of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

(m) Effective Upon Execution. No work shall be performed, and neither Party shall be bound hereunder until such time as this Agreement is fully executed between APC and LCG and all required approvals have been obtained.

[Signatures of Parties Located on Following Pages.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth hereinbelow.

WITNESSES

_____

Print:_____

_____

Print:_____

ACADIANA PLANNING COMMISSION, an agency of the State of Louisiana

By:_____
Monique Boulet
Chief Executive Officer

Date:_____

_____
NOTARY PUBLIC

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth hereinbelow.

WITNESSES

LAFAYETTE CITY-PARISH
CONSOLIDATED GOVERNMENT

_____
Print:_____

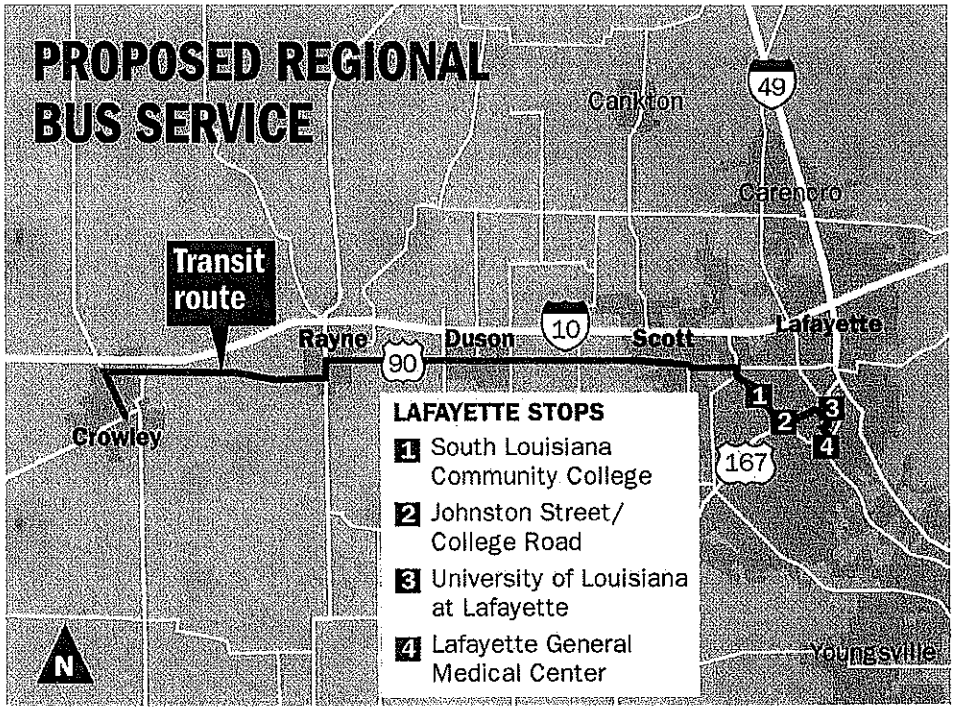
By:_____
Joel Robideaux
Mayor-President
Date:_____

_____
Print:_____

_____
NOTARY PUBLIC

EXHIBIT "A"
The Route Description and Maps

The Pilot will have a total of thirteen stops in each direction. There will be at least three park-and-ride lots, at the beginning of the route in Crowley and in Rayne. There will also be stops immediately adjacent to major trip generators in the City of Lafayette; South Louisiana Community College (SLCC), the intersection of Johnston Street and College Road which will provide transfer opportunities with LTS services, the University of Louisiana (UL), and at Lafayette General Hospital located in the Oil Center office building and retail district. In fall 2015, there were 852 University of Louisiana, Lafayette registered students and 635 South Louisiana Community College registered students and staff residing along the Pilot route between Crowley and Scott. Promotion of the new transit service and scheduling will carefully consider the attributes and needs of UL and SLCC students. APC and local stakeholders require a transit service carefully tailored to the needs of work commuters, students in higher education, seniors, persons with disabilities and tourists.



Source: Acadiana Planning Commission Advocate graphic

EXHIBIT "B"
The Route Schedule

Regional Transit Pilot — Schedule, Coach Runs, Driver Pay Time, Vehicle Hours and Vehicle Miles

COACH RUN 1		Miles	Hrs Min	Hours
4:18	Driver Sign-On			
4:30	Leave Yard, DH to Crowley		12 min	0.2
5:15	Arrive Eastern Av NS Elm, Crowley	26.3	45 min	0.8
5:20	Depart IN SERVICE from Crowley		5 min	0.1
6:35	Arrive Lafayette General	27.5	1h 15m	1.3
6:40	DH from Lafayette General		5 min	0.1
7:25	Arrive Eastern Av NS Elm, Crowley	25.5	45m	0.8
7:30	Depart IN SERVICE from Crowley		5 min	0.1
8:55	Arrive Coolidge at Lafayette Gene	27.5	1h 25m	1.4
9:00	DH from Lafayette General to Public Works		5 min	0.1
9:08	ARRIVE Public Works	1.6	8 min	0.1
	Daily Total	108.4	4h 50m	4.8

COACH RUN 2		Miles	Hrs Min	Hours
5:28	Driver Sign On			
5:40	Leave Yard, DH to Crowley		12 min	0.2
6:25	Arrive Eastern Av NS Elm, Crowley	26.3	45 min	0.8
6:30	Depart IN SERVICE to Lafayette		5 min	0.1
7:55	Arrive Lafayette General	27.5	1h 25m	1.4
8:05	Depart IN SERVICE from Lafayette General		10 min	0.2
9:20	Arrive Eastern Av NS Elm, Crowley	27.5	1h 15m	1.25
9:25	Depart IN SERVICE from Eastern Ave NS El		5 min	0.1
10:45	Arrive Lafayette General	27.5	1h 20m	1.3
10:50	DH to Public Works		5 min	0.1
10:59	ARRIVE Public Works	1.6	8 min	0.1
	Daily Total	110.4	5h 30m	5.5

Bus 1		
	Mid-day duration at busyard	4h 9m
	Overnight duration at busyard	9h 40m

COACH RUN 3		Miles	Hrs Min	Hours
13:05	Driver Sign On			
13:17	Leave Yard, DH to Coolidge FS Hospital Dr.		12 min	0.2
13:25	Arrive Coolidge FS Hospital Dr. ur	1.5	8 min	0.1
13:30	Depart IN SERVICE from Lafayette General		5 min	0.1
14:55	Arrive Eastern Ave/Elm, Crowley	27.5	1h 25m	1.4
15:00	Depart IN SERVICE from Crowley		5 min	0.1
16:20	Arrive Coolidge FS Hospital Drive	27.5	1h 20m	1.3
16:30	Depart IN SERVICE from Lafayette General		10 m	0.2
18:00	Arrive Eastern Ave NS Elm, Crowle	27.5	1h 30m	1.5
18:05	DH from Eastern Ave NS Elm, Crowley		5 m	0.1
18:50	ARRIVE Public Works	27.2	45 m	0.8
	Daily Total	111.2	5h 45m	5.8

COACH RUN 4		Miles	Hrs Min	Hours
14:05	Driver Sign On			
14:17	Leave Yard, DH to Coolidge		12 min	0.2
14:25	Arrive Coolidge FS Hospital Drive	1.5	8 min	0.1
14:30	Depart IN SERVICE from Coolidge		5 min	0.1
15:55	Arrive Eastern Ave NS Elm, Crowle	27.5	1h 25m	1.4
16:00	Depart IN SERVICE from Crowley		5 min	0.1
17:20	Arrive Coolidge FS Hospital Dr.	27.5	1h 20m	1.3
17:30	Depart IN SERVICE from Coolidge, Lafayet		10 m	0.2
18:55	Arrive Eastern Av NS Elm, Crowley	27.5	1h 25m	1.4
19:00	DH from Crowley to Public Works		5 m	0.1
19:45	ARRIVE Public Works	27.2	45 m	0.8
	Daily Total	111.2	5h 40m	5.7

Bus 2		
	Mid-day duration at busyard	3h 6m
	Overnight duration at busyard	9h 55m

EXHIBIT "C"
Bus Stop Locations

Regional Pilot Bus Stops		
On Street	**Cross Street**	**City/Town**
S Eastern AV	Elm	Crowley
N Parkerson	1st ST	Crowley
N Parkerson	Court CIR	Crowley
N Parkerson	Northern AV	Crowley
Odd Fellows RD	Parkerson AV	Crowley
Odd Fellows RD	Tower RD	Crowley
4th ST	Anding ST	Rayne
Texas AV	2nd ST	Rayne
HWY 90	Arenas ST	Rayne
Toby Mouton RD	N A ST	Duson
HWY 90	Cayret ST	Scott (Potential Stop)
Bertrand DR	Devalcourt ST	Lafayette
Johnston ST	College RD	Lafayette
Lewis ST	Rex ST	Lafayette
Lewis ST	Girard Park CIR	Lafayette
Coolidge	Hospital	Lafayette

EXHIBIT "D"
Terms, Conditions and Standards for Transit Services

Service Adjustments

1. APC reserves the right to make reasonable service adjustments to meet ridership needs; provided, however, that APC shall consult with LCG prior to making any service adjustments and in no event shall the APC make any service adjustment that would increase the financial obligations of LCG without first obtaining the written consent of LCG.
2. The routes and schedules set forth in the Agreement, including any exhibits thereto, are subject to change for any reason, including, without limitation, construction, ridership trends, and changing passenger needs.

Customer Service Plan

1. In providing the Transit Services, LCG shall adhere to the same personnel policies and customer service policies that govern the transit services otherwise provided by LTS.
2. LCG shall be responsible for educating drivers about its internal policies and procedures together with all applicable laws, regulations and ordinances.

Emergency Response Communication Plan

1. In the event of an emergency, LCG will follow internal policies applicable to LTS vehicles; provided, however, that LCG shall actively communicate with APC until the emergency has been resolved.
2. In the event that police involvement is warranted APC reserves the right to request a copy of the collision or incident report.

Staffing Plan

Within sixty (60) days of the execution hereof, LCG shall provide to APC a staffing plan that outlines the roles and responsibilities of all employees involved in providing the Transit Services.

Driver Requirements and Qualifications

1. Drivers represent LCG and APC and are expected to conduct themselves in a professional manner at all times. Safe operation of vehicles is the primary concern of APC.
2. Drivers will be hired in accordance with the standard practices and procedures implemented by LCG and abide by the same performance standards required by all LCG employees. This should include, but not limited to, the following checks:
   a. Pre-employment MVR (Motor Vehicle Records) checks
   b. Valid driver's license check
   c. Background checks
   d. Applicable Drug Testing

3. Substitute Drivers:
   a. LCG must provide an adequate number of trained substitute drivers who are available to replace a scheduled driver within 2 hours of notification of need.
   b. Substitute drivers should abide by the same hiring practices implemented for a standard LCG employee.

4. Driver Training
   a. LCG will provide to APC an outline of the standard training program and a copy of the Driver's Manual distributed to each employee, no later than 60-days from contract execution. The training program should ensure safe operations and service delivery excellence.
   b. LCG will provide each driver with a Driver's Manual that includes all employee information, company forms, applicable Federal Motor Carrier Safety Regulations, behavior requirements, safety requirements, maintenance requirements, reporting procedures, accident procedures, and passenger interaction requirements.

Reporting Requirements

1. Within 60 days of contract execution LCG and APC will coordinate the reporting required to satisfy the terms and conditions of federal grant funding. Such reporting shall also satisfy the Federal Transit Administration (FTA) guidelines.
2. LCG shall be responsible for the tracking, collection, and preparation of all National Transit Database (NTD) report data. LCG shall also collect statistically reliable passenger mile sampling on an ongoing basis. APC shall work with LCG to develop adequate procedures for the collection and reporting of NTD data consistent with FTA requirements. Within fifteen (15) business days after the conclusion of a calendar month, LCG shall submit a summary of required NTD data for the prior month relative to passenger miles and trips, vehicle miles and hours, and major and minor safety and security events.

Fare Collection, Accountability and Security

1. LCG shall be responsible for collecting the proper fare from all passengers utilizing the Transit Services. LCG shall not accept any ticket, pass or other non-cash fare unless approved by APC.
2. All fares collected by LCG's vehicle operator shall be handled according to LCG's cash-handling policies. All cash collected shall belong to LCG and shall be deposited in a dedicated revenue account.
3. LCG shall ensure that all collected revenues are accurately counted. LCG shall provide APC with a monthly income statement for verification of the revenue collected and reporting to applicable granting agencies.

Remote Ticketing

1. During the Term of the Contract, APC may, at its sole cost and expense, implement policies and procedures allowing for the sale of tickets and/or passes by methods separate and distinct from those set forth in the section "Fare Collection, Accountability and Security," above. Prior to implementation of the same, LCG and

APC shall establish policies and procedures to govern the collection, accounting and disbursement of funds collected by APC through such alternate method of selling tickets and/or passes.

2. All funds collected by APC through such alternate method of selling tickets and/or passes shall be remitted to LCG at regular intervals.

Self-Evaluation Performance Requirements

APC and LCG will conduct period self-evaluations of the Transit Service, which evaluation shall examine, without limitation:

a. Trip-by-trip, timepoint-by-timepoint on-time performance
b. Response to Vehicle Breakdown or Service Disruption
c. Missed Trips
d. Complaints per 1,000 Passengers Boarding
e. Passenger boardings and alightings by stop per trip

EXHIBIT "E"
Terms of Payment to LCG

LCG shall submit invoices to APC for Services rendered during the prior month.

APC shall, within forty-five (45) days of receipt of such invoice, pay the amounts due and owing LCG as set forth on the invoice, either by check or wire.

EXHIBIT "F"
Fare Structure

APC Regional Commuter Pilot Fares	Regular	Senior 65+ Disabled Medicare	Under 5 Years of Age
2 Ride Card	$5.00	$2.00	FREE
12 Ride Card ($1.67 per ride)	$20.00	$10.00	

RECEIVED
JUN 06 2018
Lafayette Consolidated Government
Chief Administrative Officer

Lafayette
CONSOLIDATED GOVERNMENT

Internal Memorandum

Public Works Department
Parking Administration (5950)

TO: Lowell Duhon **DATE:** May 30, 2018

THRU: Mark Dubroc for Warren Abadie

FROM: Mike Mitchell

SUBJ: **COOPERATIVE ENDEAVOR AGREEMENT BETWEEN LCG & APC**
Agenda Item

The attached ordinance request Council to authorize Mayor-President Joel Robideaux to enter into a Cooperative Endeavor Agreement with the Acadiana Planning Commission to provide Transit services along a pilot route linking Lafayette and Acadia Parishes.

APC & LCG are entering into a Cooperative Endeavor Agreement through grants APC received from LADOTD and US Dept. of Agriculture Rural Business Development. The grants total $166,000. The pilot project will be funded for six (6) months or until funding from the grant is expended.

If you concur, please place this item on the next appropriate Council Agenda for introduction.

Mike Mitchell-Manager
Transit & Parking

RECEIVED
JUN 06 2018
LAFAYETTE CONSOLIDATED GOVERNMENT
CFO-OFFICE OF FINANCE & MGMT

MM:cs

Attachments

cc: Pam Hollier
Terry Hurd
Scott Joubert

t: 337.291.8561 / mchevis@lafayettela.gov / f: 337.291.5652

LAFAYETTE CITY/PARISH COUNCIL MEETING

AGENDA ITEM SUBMITTAL FORM

1) JUSTIFICATION FOR REQUEST: An ordinance of the Lafayette City-Parish Council authorizing the Lafayette Mayor-President to enter into a Cooperative Endeavor Agreement with the Acadiana Planning Commission to provide Transit services along a pilot route linking Lafayette Parish and Acadia Parish.

2) ACTION REQUESTED: Adoption of Ordinance

3) REQUESTED ACTION OF COUNCIL:

A) INTRODUCTION: June 19, 2018

B) FINAL ADOPTION: July 10, 2018

4) DOCUMENTATION INCLUDED WITH THIS REQUEST:

A) Cover Memo (1 page)

B) Submittal Form (1 page)

C) Ordinance (3 pages)

D) Budget Revision (1 page)

E) Cooperative Endeavor Agreement (20 pages)

5) FISCAL IMPACT:

X Fiscal Impact

APC & LCG are entering into a Cooperative Endeavor Agreement through grants APC received from LADOTD and US Dept. of Agriculture Rural Business Development. The grants will total $166,000.

_____ No Fiscal Impact

RECOMMENDED FOR AGENDA BY:

for DIRECTOR OF PUBLIC WORKS

APPROVED FOR AGENDA BY:

CHIEF ADMINISTRATIVE OFFICER

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