



St. Bernard Parish Council

8201 West Judge Perez Drive Chalmette, Louisiana, 70043
(504) 278-4228 Fax (504) 278-4209
www.sbpq.net

#12

EXTRACT OF THE OFFICIAL PROCEEDINGS OF THE COUNCIL OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA, TAKEN AT A REGULAR MEETING HELD IN THE COUNCIL CHAMBERS OF THE ST. BERNARD PARISH GOVERNMENT COMPLEX, 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA ON WEDNESDAY, MARCH 6, 2019 AT SEVEN O'CLOCK P.M.

On motion of Mr. McCloskey, seconded by Mr. Montelongo, it was moved to **adopt** the following resolution:

RESOLUTION SBPC #1918-03-19

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT (CEA) WITH THE REGIONAL PLANNING COMMISSION (RPC) TO PURCHASE AN ELECTRIC VEHICLE THROUGH THE CONGESTION MITIGATION AND AIR QUALITY (CMAQ) FUNDING CLEAN FUEL TRANSITION FUND FOR PUBLIC FLEETS.

WHEREAS, RPC has established the Southeast Louisiana Clean Fuel Partnership to promote and facilitate implementation of fuel saving and emissions reducing technologies in the transportation sector; and

WHEREAS, the Louisiana Department of Transportation and Development (LaDOTD) has awarded RPC funding through the United States Department of Transportation (USDOT), Federal Highway Administration (FHWA) Congestion Mitigation and Air Quality (CMAQ) Program to support projects that reduce air emissions and improve air quality; and

WHEREAS, RPC has elected to use this funding to support public fleets in incorporating clean fuel alternatives into their operations (hereafter referred to as the "Clean Fuel Transition Fund for Public Fleets"); and

WHEREAS, FLEET OWNER owns and operates a vehicle fleet within RPC's jurisdictional parishes eligible for CMAQ funding, namely Jefferson, Orleans, St. Bernard and St. Charles; and

WHEREAS, FLEET OWNER has proposed an innovative project to reduce the emissions from their fleet within the jurisdiction of St. Bernard Parish; and

WHEREAS, RPC deems it desirable to partner with FLEET OWNER to add one all-electric vehicle to St. Bernard Parish's fleet to be operated within RPC's jurisdiction eligible for CMAQ funding noted above;

Kerri Callais
*Councilmember
at Large*

Richard "Richie" Lewis
*Councilmember
at Large*

Gillis McCloskey
*Councilmember
District A*

Nathan Gorbaty
*Councilmember
District B*

Howard Luna
*Councilmember
District C*

Wanda Alcon
*Councilmember
District D*

**Manuel "Monty"
Montelongo III**
*Councilmember
District E*

Roxanne Adams
Clerk of Council



St. Bernard Parish Council

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Kerri Callais
Councilmember
at Large

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Extract #12 continued
March 6, 2019

Richard "Richie" Lewis
Councilmember
at Large

NOW, THEREFORE, RPC and FLEET OWNER mutually agree to follow the terms in the attached CEA; and,

Gillis McCloskey
Councilmember
District A

BE IT FURTHER RESOLVED, the St. Bernard Parish Council, does hereby authorize the Parish President of St. Bernard Parish Government to sign and execute all required applications and agreements and any amendments thereof, and all of the necessary reports, assurances, contracts and any other documents required in connection with this CEA with the Regional Planning Commission.

Nathan Gorbaty
Councilmember
District B

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

Howard Luna
Councilmember
District C

YEAS: McCloskey, Alcon, Montelongo, Callais

Wanda Alcon
Councilmember
District D

NAYS: Gorbaty

Manuel "Monty" Montelongo III
Councilmember
District E

ABSENT: Luna

The Council Chair, Mr. Lewis, cast his vote as **YEA**.

Roxanne Adams
Clerk of Council

And the motion was declared **adopted** on the 6th day of March, 2019.

CERTIFICATE

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of a motion adopted at a Regular Meeting of the Council of the Parish of St. Bernard, held at Chalmette, Louisiana, on Wednesday, March 6, 2019.

Witness my hand and the seal of the Parish of St. Bernard on this 6th day of March, 2019.

ROXANNE ADAMS
CLERK OF COUNCIL

COOPERATIVE AGREEMENT

This Agreement (the “Agreement”) is made and entered into on this _____ day of _____, 2019, between the **Regional Planning Commission for Jefferson, Orleans, Plaquemines, St. Bernard, St. Charles, St. John the Baptist, St. Tammany and Tangipahoa Parishes**, (hereinafter referred to as “RPC”), a metropolitan planning organization in the state of Louisiana, represented by Jeff Roesel, Executive Director, duly authorized, and **St. Bernard Parish Government** (hereinafter referred to as “FLEET OWNER” or “St. Bernard Parish”). RPC and Fleet Owner are at times collectively referred to as “Parties” and individually as a “Party.”

WITNESSETH

WHEREAS, RPC has established the Southeast Louisiana Clean Fuel Partnership to promote and facilitate implementation of fuel saving and emissions reducing technologies in the transportation sector; and

WHEREAS, the Louisiana Department of Transportation and Development (LaDOTD) has awarded RPC funding through the United States Department of Transportation (USDOT), Federal Highway Administration (FHWA) Congestion Mitigation and Air Quality (CMAQ) Program to support projects that reduce air emissions and improve air quality; and

WHEREAS, RPC has elected to use this funding to support public fleets in incorporating clean fuel alternatives into their operations (hereafter referred to as the “Clean Fuel Transition Fund for Public Fleets”); and

WHEREAS, FLEET OWNER owns and operates a vehicle fleet within RPC’s jurisdictional parishes eligible for CMAQ funding, namely Jefferson, Orleans, St. Bernard and St. Charles; and

WHEREAS, FLEET OWNER has proposed an innovative project to reduce the emissions from their fleet within the jurisdiction of St. Bernard Parish; and

WHEREAS, RPC deems it desirable to partner with FLEET OWNER to add one all-electric vehicle to St. Bernard Parish’s fleet to be operated within RPC’s jurisdiction eligible for CMAQ funding noted above;

NOW, THEREFORE, RPC and FLEET OWNER mutually agree as follows:

1. Project Description

Under this Agreement, the FLEET OWNER agrees to purchase one all-electric vehicle as specified in Attachment A. RPC agrees to reimburse the FLEET OWNER for 80% of the incremental cost difference between the all-electric vehicle and an equivalent gasoline vehicle. The reimbursement will be distributed from RPC’s Clean Fuel Transition Fund for Public Fleets and is conditioned on approval and reimbursement from LaDOTD per Section 5. FLEET OWNER agrees to pay the

remaining 20% of the incremental cost difference between the all-electric vehicle and an equivalent gasoline vehicle as the required match for this project.

2. Personnel

The project contacts are as follows:

Project Manager for FLEET OWNER (St. Bernard Parish):

Jason Stopa, Director of Community Development

Telephone: (504) 355-4427 ext. 1427

jstopa@sbpg.net

Signatory Authority for FLEET OWNER (St. Bernard Parish):

Guy McInnis, Parish President

Telephone: (504) 278-4280

presidentmcinnis@sbpg.net

Project Coordinator for RPC:

Courtney Young, Southeast Louisiana Clean Fuel Partnership Director

Telephone: (504) 483-8519

cyoung@norpc.org

Signatory Authority for RPC:

Jeff Roesel, Executive Director

Telephone: (504) 483-8500

jroesel@norpc.org

3. Time of Performance

RPC's funding agreement with LaDOTD expires on April 1, 2019, and no extensions to that agreement will be granted. Therefore, no extensions to the deadlines detailed in this section will be granted.

FLEET OWNER shall complete the purchase of an all-electric vehicle and have the vehicle operational in St. Bernard Parish on or before April 1, 2019. **This Agreement expires April 1, 2019**, with an allowance of 30 days to submit invoice and related documentation (no later than April 30, 2019).

RPC will close out this Agreement when it determines that all applicable administrative actions and all required work under the cooperative agreement have been completed. **FLEET OWNER**, within 30 days after the end date of this Agreement or the termination of the Agreement, must submit all financial, performance, and other reports required in Section 5.1. RPC shall reimburse **FLEET OWNER** in accordance with this Agreement if the new vehicle is purchased and operated by **FLEET OWNER** by April 1, 2019, and all documentation is received by RPC by April 30, 2019, and RPC receives payment from LaDOTD.

FLEET OWNER understands that the agreement between RPC and LaDOTD expires on April 1, 2019, and no extensions will be granted thereto. If the vehicle is not purchased and

St. Bernard
Parish Initials:

operating in St. Bernard Parish by April 1, 2019, **FLEET OWNER shall be responsible for the full amount of the project and RPC shall not reimburse FLEET OWNER for any expenses.**

4. Compensation and/or Contribution

RPC agrees to reimburse FLEET OWNER for eighty percent (80%) of the incremental cost difference of the all-electric vehicle and equivalent gasoline vehicle as specified in Attachment A in an amount not to exceed twelve thousand nine hundred sixty seven dollars and twenty cents (\$12,967.20), provided by USDOT FHWA CMAQ funding through LaDOTD and RPC's Clean Fuel Transition Fund for Public Fleets. This is a cost-reimbursable Agreement. FLEET OWNER agrees to provide the required twenty percent (20%) match, not to exceed three thousand two hundred forty one dollars and eighty cents (\$3,241.80).

Reimbursement Amount to be provided by RPC:	\$12,967.20
Match Amount to be provided by FLEET OWNER:	\$3,241.80
Total Project Cost:	\$16,209.00

5. Method of Payment

The total compensation to be paid to FLEET OWNER for the project described in this Agreement will be as follows:

One (1) invoice will be submitted with appropriate supportive data. FLEET OWNER will submit the invoice to RPC by April 30, 2019. The invoice will be submitted to RPC's Project Coordinator, as specified in Section 20 below, for technical review and compliance with reporting requirements. Once the Project Coordinator approves the invoice, it will be submitted to RPC's accounting office and to the full Regional Planning Commission for final approval and disbursement of funds in the amount of the invoice.

FLEET OWNER will be required to submit a completed **Progress Report Evaluation Form** with the invoice which will note the total amount of costs incurred, the 20% match amount paid by the FLEET OWNER and the amount requested for reimbursement (80% of project costs). The Progress Report Evaluation Form will also include the documentation noted below in Section 5.1. Proof of payment is required as documentation of FLEET OWNER's twenty percent (20%) match and may be provided within 30 days of payment of FLEET OWNER's invoice. Eighty percent (80%) of the project costs will be reimbursed by RPC up to a maximum reimbursement of \$12,967.20. Further, no payments will be made to FLEET OWNER until FLEET OWNER's billing proceeds are received by RPC from LaDOTD.

The invoice with documentation of services rendered must be submitted to Commission by FLEET OWNER by April 30, 2019.

5.1 Documentation

FLEET OWNER shall furnish to RPC sufficient proof that the work was performed including:

- Summary report signed by an official of FLEET OWNER responsible for overseeing the purchase that includes:
 - Vehicle identification information (make, model, year, Vehicle Identification Number) of the new all-electric vehicle
 - Copy of the invoice for the vehicle purchased
 - Proof of Payment (may be submitted with the invoice or within 30 days of the payment of the invoice)
 - Project Photos as follows:
 - Photographs of the Vehicle Identification Number (VIN) of new vehicle 1) close up and 2) with the vehicle in view
 - Summary of procurement procedures that meet all applicable state and local laws and regulations, including, but not limited to, the provisions of La. R.S. 38:2212, et seq. and/or La. R.S. 39:1551, et seq.
 - Documentation that the purchased vehicle was assembled in the United States in compliance with FHWA's Buy America requirements and associated waiver as further described in Section 21.0
 - Evidence of appropriate scrappage of vehicle replaced including the engine serial number and/or the vehicle identification number and photos of the disabled engine block
- Any other documentation as required by the Administrative Conditions attached to the Cooperative Agreement between RPC and LaDOTD (attached as Attachment B)

6. Termination of Agreement

RPC may terminate this Agreement, or any portion of it, due to the cancellation of, or change to the agreement between RPC and LaDOTD (Attachment B) or for default of the FLEET OWNER to provide the required documentation or comply with the terms of this Agreement. RPC shall serve written notice of termination to FLEET OWNER which states the reason for the termination.

If the termination is for default, the notice shall state the manner in which FLEET OWNER has failed to perform the requirements of the Agreement or provide the required documentation. If, after serving a notice of termination for default, RPC determines that FLEET OWNER has an excusable reason for not performing, such as a strike, fire, flood, or events which are not the fault of and are beyond the control of FLEET OWNER, RPC may reinstate this Agreement in writing or treat the termination as a termination for convenience.

7. Changes Extensions, Supplements, or Modifications of the Terms of this Agreement

Any changes, alterations, extensions, supplements or modifications of the terms of this Agreement, as detailed herein, shall be mutually agreed in writing by the Parties and incorporated as written amendments to this Agreement before same can be made a part hereof and binding on the Parties.

As stated in Section 3, no extensions shall be granted to this agreement.

8. Disadvantaged Business Enterprise Requirements

It is the policy of the Federal Highway Administration that small business firms owned and controlled by socially and economically disadvantaged persons and other persons defined as eligible in Title 49 Code of Federal Regulations, Part 26 (49 CFR 26) shall have maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the requirements of 49 CFR 26 apply to this contract.

The FLEET OWNER agrees to ensure that Disadvantaged Businesses (DBE) as defined in 49 CFR 26 have maximum opportunity to participate in performance of contracts and subcontracts financed in whole or in part with the funds received pursuant to this Agreement. FLEET OWNER shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that such firms have maximum opportunity to compete for and perform contracts funded in whole or in part with the funds received pursuant to this Agreement. FLEET OWNER shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement.

RPC or FLEET OWNER shall utilize the services of banks in the community which are owned and controlled by minorities or women when feasible and beneficial.

9. Civil Rights

FLEET OWNER agrees to abide by the requirements of the following, as applicable, in connection with the performance of this Agreement: Titles VI of the Civil Rights Act of 1964, and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972;

the Age Discrimination Act of 1975, the Fair Housing Act of 1968, as amended, and the Americans with Disabilities Act of 1990, as amended.

FLEET OWNER agrees not to discriminate in its employment practices as it relates to this Agreement, and shall render services under this Agreement without regard to race, color, age, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by FLEET OWNER or failure to comply with these statutory obligations when applicable, in connection with its performance under this Agreement, shall be grounds for termination of this Agreement.

10. Equal Employment Opportunity

In connection with the execution of this Agreement and in accordance with the contract provisions referenced in Form FHWA-1273 as "Section II, Nondiscrimination", FLEET OWNER confirms that it has an approved Equal Employment Opportunity Plan in conformance with applicable federal and state agencies providing funding to this project and will ensure that all vendors associated with this Agreement adhere to Equal Employment Opportunity Commission requirements.

FLEET OWNER agrees not to discriminate in its employment practices and only use vendors in association with this Agreement that do not discriminate with regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities or in regard to an individual's sexual orientation.

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

11. Interest of Members

No officer, member or employee of RPC and no members of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his/her personal interest or have any personal or pecuniary interest - direct or indirect - in this Agreement or the proceeds thereof. It is understood, however, that the term "interest" as used in this section does not apply to the proper concern of RPC as a public agency, in the public interest, or to the intention to utilize these findings to further said public interest. It is also expressly understood that reference in this section to personal or pecuniary interest in no way is intended to encompass just payment to FLEET OWNER on a regular basis, for work undertaken in carrying out the requirements of this Agreement.

12. Officials Not to Benefit

No member of, or delegate to, the Congress of the United States of America, and no resident Commissioner, shall be admitted to any share or part thereof or benefit to arise herefrom, except in the public interest as cited in Section 11 above.

13. Right of Public Agencies to Material

All reports, photographs or other documents produced in whole or in part under this Agreement may be utilized by either Party or any other public agency, in any manner that they deem necessary and advisable consistent with Louisiana R.S. 38:2317. In addition, one set of the photographs will be supplied in JPG, TIF, or PNG format or other similar format as may be specified by RPC.

14. Fiscal Responsibility

RPC shall be recognized as the responsible fiscal agency for this project; FLEET OWNER through its authorized representative, hereto agrees that RPC, the State of Louisiana and LaDOTD through the Legislative Auditor, USDOT, FHWA, the Comptroller General of the United States, or any of their duly authorized representatives shall be entitled to audit the books, documents, papers and records of FLEET OWNER which are reasonably related to this Agreement.

FLEET OWNER shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for five (5) years from date of final payment under this Agreement, for inspection by RPC, LaDOTD, FHWA, USDOT, the Legislative Auditor, or the Comptroller General of the United States and copies thereof shall be furnished if requested.

The periods of access and examination described above, for records which relate to: (1) appeals under the "Termination" clause of this Agreement, (2) litigation of the settlement of claims arising out of the performance of this Agreement, or (3) costs and expenses of this Agreement as to which exception has been taken by RPC, LaDOTD, FHWA, USDOT, the Legislative Auditor, and/or the Comptroller General of the United States or any of their duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been disposed of.

15. Standard of Care

FLEET OWNER hereby represents and warrants that it will exercise the same standard of care in purchasing equipment under this Agreement as would be ordinarily exercised by the FLEET OWNER and similar agencies in major United States metropolitan areas under the same or similar circumstances, including but not limited to the vetting of equipment vendors and installers and following public procurement requirements for the state of Louisiana. RPC is in no way responsible for the purchase of the vehicle.

16. Insurance

FLEET OWNER is responsible for securing appropriate automobile insurance for the vehicle involved in this agreement and for maintaining such insurance for as long as the FLEET OWNER owns the vehicle. RPC has no responsibility to purchase such insurance or ensure that the FLEET OWNER secures or maintains such insurance.

17. Indemnity

FLEET OWNER shall indemnify and hold harmless RPC against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any party, firm or organization for loss of life or injury or damages to person or property, growing out of, resulting from, or by reason of any negligent acts, errors, and/or omissions, by FLEET OWNER, its agents, servants or employees, while engaged upon or in connection with the project described under this Agreement or with the vehicle involved in this agreement. However, FLEET OWNER shall not be liable for any claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any party, firm or organization for loss of life or injury or damages to person or property, growing out of, resulting from, or by reason of RPC's intentional acts and/or negligence.

Further, FLEET OWNER hereby agrees to indemnify RPC for all reasonable expenses and attorney's fees incurred by or imposed upon RPC in connection therewith for any such loss, damage, injury or other casualty pursuant to this Agreement. FLEET OWNER further agrees to pay all reasonable expenses and attorney's fees incurred by RPC in establishing the right to indemnity pursuant to the provisions in this Agreement.

In the event that FLEET OWNER modifies RPC's Agreement documents without the express prior written consent of RPC, whether such modification is made by the Supplementary Conditions, the Specifications, Addenda, Written Amendments, Change Orders, or in any other manner, FLEET OWNER shall indemnify and hold harmless RPC from any claims, lawsuits, or damages that arise out of or are attributable to the modification. In particular, this shall include, but not be limited to, modifications to any Agreement warranties; liquidated damages; payment terms; substantial or final completion; "or-equal" materials; insurance; notice to proceed; change orders; Agreement amendments; obligations, duties, or responsibilities of FLEET OWNER; etc. This indemnification and hold harmless obligation shall include not only the damages suffered by RPC but also all reasonable expenses including, but not limited to, any and all litigation or other dispute resolution costs and any and all professional fees incurred by RPC as a result of FLEET OWNER's deviation from RPC's Agreement documents.

18. Governing Agreement

This Agreement is made subject to the provisions contained in the governing agreement between LaDOTD and RPC identified as **State Project No. H.010744** (FAP No. H010744): RPC Purchase of New Alternative Fuel Vehicles, Conversion of Existing Vehicles to Alternative Fuel, and Idle Reduction Technologies.

FLEET OWNER will comply with the applicable provisions set forth in 23 CFR Part 420, Subpart A which is incorporated herein by reference. Procurement procedures for all purchases/ procurements included in this Agreement shall conform to all applicable state and local laws and regulations, including, but not limited to, the provisions of LA R.S. 38:2212 et. seq., and/or LA R.S. 39:1551, et. seq.

19. Ownership and Maintenance of Vehicle Purchased

The vehicle purchased by FLEET OWNER related to this Agreement shall remain the property of FLEET OWNER and FLEET OWNER is solely responsible for the operation and maintenance of said vehicle. FLEET OWNER agrees to operate the vehicle for a minimum of 4 years after purchase unless the vehicle is rendered inoperable due to a crash or failure.

20. RPC Program Management Staff

The following Commission staff will serve to manage this work effort:

RPC Executive Director: Jeff Roesel

RPC Project Coordinator: Courtney Young

21. Compliance with FHWA Buy America Requirements

All equipment purchased under this Agreement will comply with the provisions of FHWA's Buy America requirements (23 CFR 635.410 and 41 U.S.C. Sections 8301 - 8305) and the associated FHWA Waiver for Alternative Fuel Projects for vehicle projects that are to be funded with Federal-aid highway funds on the condition that such equipment is assembled in the United States.

22. Ongoing Obligations

FLEET OWNER agrees to submit fuel economy data to RPC's Project Coordinator on an annual basis (typically collected Jan. 1 – March 15) for inclusion in RPC's Annual Report to the U.S. Department of Energy, including but not limited to whether the vehicle is still in service, and the annual amount of fuel saved. RPC's Project Coordinator will advise FLEET OWNER on reporting deadlines at least thirty (30) days prior to said deadline. The deadline will be February 28 of each year unless otherwise indicated.

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereunto have executed this Agreement on the date above written in the multiple of three (3) originals in the Parish of Orleans, Louisiana, in the presence of the undersigned competent witnesses.

WITNESSES

**REGIONAL PLANNING COMMISSION FOR
JEFFERSON, ORLEANS, PLAQUEMINES,
ST. BERNARD, ST CHARLES, ST. JOHN THE
BAPTIST, ST. TAMMANY AND
TANGIAPAHOA, PARISHES**

BY: _____
JEFF ROESEL
EXECUTIVE DIRECTOR

Approved to as to legal form and adequacy and as to the authorization of the signatory hereto on behalf of the agency represented on the date hereinabove shown.

ERNEST BURGUIERES
LEGAL COUNSEL FOR RPC

WITNESSES:

ST. BERNARD PARISH GOVERNMENT

BY: _____
GUY MCINNIS
PARISH PRESIDENT

Attachment A

Project Information

**(Project Application Submitted to and Approved by
LaDOTD)**

Funding Application: RPC's Clean Fuel Transition Fund for Public Fleets
St. Bernard Parish Government - Electric Vehicle

Vehicle Being Replaced									
Vehicle Function/ Purpose	Make	Model	Year	Current Fuel	VIN	Total Current Mileage	Average MPG	Annual Fuel Use (Gallons)	Annual VMT (Estimated)
Building Inspections	Chevrolet	Cobalt	2005	Gasoline	1G1AK55F867639048	193713	24	560	14,000

Vehicle Being Purchased								
Type of Fuel	Make	Model	New Vehicle MPGe*	Cost of Vehicle	Cost of Comparable Gasoline Vehicle	Total Project Cost	Grant Amount (80%)	Match Amount (20%)
Electric	Nissan	LEAF	112	\$30,844.00	\$14,635.00	\$16,209.00	\$12,967.20	\$3,241.80
*Miles per gallon gasoline equivalent						Total:	\$16,209.00	\$12,967.20
								\$3,241.80

Emissions Information (see additional information on Emissions Info Tab):			
	NOx Reductions (kg/ day):	Total VOC Reduction (kg/day)	
Electric Vehicle	0.0094	0.0138	

Attachment B

STATE OF LOUISIANA

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

AGREEMENT

STATE PROJECT NO. H.010744

FEDERAL AID PROJECT NO. H010744

**REGIONAL PLANNING COMMISSION PURCHASE OF NEW ALTERNATIVE FUEL VEHICLES,
CONVERSION OF EXISTING VEHICLES TO ALTERNATIVE FUEL, AND IDLE REDUCTION
TECHNOLOGIES**

JEFFERSON, ORLEANS, ST. BERNARD, AND ST. CHARLES PARISHES



Office of Engineering

PO Box 94245 | Baton Rouge, LA 70804-9245
Phone: 225-379-1401 Fax: 225-379-1857

Bobby Jindal, Governor
Sherri H. LeBas, P.E., Secretary

June 20, 2014

Mr. Walter R. Brooks, Executive Director
Regional Planning Commission
10 Veterans Memorial Blvd.
New Orleans, LA 70124-1162

FHWA Authorization Date: 6/04/2014

RE: Original Agreement
State Project No. H.010744
F.A.P. No. H010744
RPC Purchase of New Alternative Fuel Vehicles,
Conversion of Existing Vehicles to Alternative Fuel,
and Idle Reduction Technologies
Jefferson, Orleans, St. Bernard and St. Charles Parishes

Dear Mr. Brooks:

Attached is one fully executed copy of the document between the Department of Transportation and Development (DOTD) and the Regional Planning Commission dated May 21, 2014.

If you have any questions or comments, please contact **Ryan Reviere** at (225) 379-1071.

Sincerely,

Alan A. Dale, P.E.
Consultant Contract Services Administrator

AD: dvl

Attachments

pc: Mr. Ryan Reviere
Mr. Jay Carney
Ms. Rebecca Otte, RPC
Mr. Chris G. Morvant, District 02
Mr. Carl Highsmith, FHWA for information
Mr. Michael Cain, FHWA for information
Financial Services Section
Ms. Connie Boudreaux
Ms. Terri Campo

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

**AGREEMENT
STATE PROJECT NO. H.010744
FEDERAL AID PROJECT NO. H010744
REGIONAL PLANNING COMMISSION PURCHASE OF NEW ALTERNATIVE
FUEL VEHICLES, CONVERSION OF EXISTING VEHICLES TO
ALTERNATIVE FUEL, AND IDLE REDUCTION TECHNOLOGIES
JEFFERSON, ORLEANS, ST. BERNARD, AND ST. CHARLES PARISHES**

THIS AGREEMENT, made and executed in three originals on this 21st day of May, 2014, by and between the Department of Transportation and Development, through its Secretary, hereinafter referred to as "**DOTD**", and the **Regional Planning Commission** for Jefferson, Orleans, Plaquemines, St. Bernard and St. Tammany Parishes, a public agency responsible for metropolitan planning in the New Orleans urbanized area, hereinafter referred to as the ("RPC").

WITNESSETH: That:

WHEREAS, the RPC has been designated by the Governor of the State of Louisiana as the recipient agency of the funds for the Regional Planning Commission area in order to fulfill the requirements of Section 134 of Title 23, United States Code (U.S.C.); and

WHEREAS, under the provisions of Title 23, U.S.C., "Highways", as amended, Congestion Mitigation and Air Quality (CMAQ) funds have been appropriated out of the Highway Trust Fund to finance Congestion Mitigation and Air Quality Improvement Program projects under the direct administration of the DOTD; and

WHEREAS, the RPC has requested an appropriation of funds to finance a portion of the project as described herein; and

WHEREAS, the RPC understands that funding for this project is not a grant, but will take the form of disbursements of eligible expenditures as provided herein; and

WHEREAS, the RPC ensures the project is part of the Transportation Improvement Program (TIP), which serves to implement the area wide transportation plan held currently valid by the appropriate local officials; and

WHEREAS, the RPC agrees to abide by the policies and procedures set forth in State Purchasing Regulations and DOTD is agreeable to the implementation of the Project and desires to cooperate with the RPC as hereinafter provided:

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

ARTICLE I: PROJECT DESCRIPTION

The RPC will use CMAQ funds to assist municipal, law enforcement, and other public entity fleets to reduce their air emissions and save fuel. This project will take place in Jefferson, Orleans, St. Bernard and St. Charles Parishes. The funds will provide a funding pool to reimburse municipal, law enforcement, and other public entity fleets for the incremental cost difference when purchasing new vehicles fueled by an alternative fuel, the cost to convert existing vehicles to an alternative fuel, and the cost of adding idle reduction technologies to existing or new vehicles as per the approved September 4, 2012 application and Stage 0.

The municipality, law enforcement agency, or other public entity requesting the funding will provide the base price of the vehicle and be responsible for the purchase/retrofit of vehicles. The agency shall then submit documentation to RPC showing the incremental cost difference/cost of conversion/cost of idle reduction system.

RPC will verify the information and then submit an invoice with the appropriate documentation to DOTD per Article VII of this agreement. Once funds from DOTD have been received by RPC, RPC will reimburse the municipality, law enforcement agency, or other public entity as applicable.

For purposes of identification and record keeping, **State Project No. H.010744** and **Federal Project No. H010744** has been assigned to this agreement. All correspondence, invoices, progress reports, and other such submittals to the DOTD in connection with this agreement shall be identified by these project numbers.

ARTICLE II: SERVICES BY RPC

The services to be performed under this agreement shall be the procurement of new vehicles fueled by an alternative fuel, materials necessary to convert existing vehicles to an alternative fuel, and idle reduction technologies for existing or new vehicles. RPC will manage the funds provided under this agreement. The participating municipal, law enforcement, and other public entity fleets will be responsible for the actual procurement of vehicles/ conversion kits/ technologies and, as applicable, their installation. RPC will ensure that the agreement conditions are met and facilitate the reimbursement process per Article I of this document.

ARTICLE III: PROCUREMENT REQUIREMENTS

The municipality, law enforcement agency, or other public entity utilizing funding under this agreement shall follow their local procurement procedures for the purchase of vehicles, the retrofit of vehicles, and the procurement of vehicle technologies as approved by their

governing body. For documentation purposes, for each fleet that receives funding under this agreement, RPC will include information on the procurement process used in their reporting to DOTD. Procurement procedures for all purchases/procurements included in this Agreement shall conform to all applicable state and local laws and regulations, including, but not limited to, the provisions of La. R.S. 38:2212, et seq. and/or La. R.S. 39:1551, et seq.

The RPC shall not begin procurement procedures until official authorization has been received from DOTD.

ARTICLE IV: FUNDING

The cost of this project will be a joint participation between the RPC and the U.S. Department of Transportation, hereinafter "USDOT", with the USDOT contributing through the DOTD, 80% of the purchase costs of labor and materials and the RPC, through the local participating agency, contributing 20%. The USDOT will provide funding using CMAQ funds. The municipality, law enforcement agency, or other public entity requesting the funding will provide the base price of the vehicle and/or any portion of eligible costs not requested for reimbursement. The RPC may incorporate items of work into the project not eligible for federal-aid participation at its own costs. Funding is shown in the table below. Amounts in the Total Cost column are the incremental cost difference, conversion cost, and the cost of anti-idling equipment for each federal fiscal year.

Total Cost	CMAQ	Local Match (20%)	Federal Fiscal Year
\$106,500	\$85,200	\$21,300	2014
\$206,000	\$164,800	\$41,200	2015
\$412,000	\$329,600	\$82,400	2016
\$412,000	\$329,600	\$82,400	2017

For services eligible for reimbursement, no Notice to Proceed shall be issued and no compensable costs may be incurred prior to a formal notification from DOTD that FHWA authorization has been received. Any costs incurred prior to such authorization will not be compensable.

ARTICLE V: DBE REQUIREMENTS

It is the policy of the Federal Highway Administration that small business firms owned and controlled by socially and economically disadvantaged persons and other persons defined as eligible in Title 49 Code of Federal Regulations, Part 26 (49 CFR 26) shall have maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the requirements of 49 CFR 26 apply to this contract.

The RPC or its contractor agrees to ensure that Disadvantaged Businesses (DBE) as defined in 49 CFR 26 have maximum opportunity to participate in performance of contracts and subcontracts financed in whole or in part with Federal funds. The RPC or its contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that such firms have maximum opportunity to compete for and perform contracts. The RPC or its contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract.

The preceding Policy and DBE Obligation shall apply to this project and shall be included in the requirements on any contract or subcontract. Failure to carry out the requirements set forth therein shall constitute a breach of this agreement and, after notification by DOTD, may result in termination of this agreement by DOTD or other such remedy as DOTD deems appropriate.

The RPC or its contractor shall utilize the services of banks in the community which are owned and controlled by minorities or women when feasible and beneficial.

The above requirements shall be physically included in all subcontracts entered into by the RPC or its contractor.

ARTICLE VI: INCIDENTAL COSTS

Incidental Project costs, if any, incurred by the RPC shall be its responsibility. Incidental Project costs, if any, incurred by the DOTD will be absorbed by DOTD.

ARTICLE VII: COST DISBURSEMENTS

The RPC shall render invoices for disbursement no more frequently than monthly and no less frequently than annually, which invoices shall be submitted with an executed DOTD Cost Disbursement Certification by the proper designated official of RPC. Upon receipt of each disbursement requested, RPC is required to tender payment for the invoiced cost; RPC will provide proof of said payment within sixty (60) days from receipt of payment from DOTD. All such charges shall be subject to verification, adjustment and/or settlement by the DOTD's Audit Officer.

The total amount of the disbursements will not exceed the amounts outlined in Article IV. Before final payment is recommended by DOTD, all documentation of project expenses shall conform to DOTD policies and procedures. The RPC acknowledges, however, that the USDOT will not participate in the cost of those items not performed and/or constructed in accordance with the approved scope of services, and in this event the RPC will be obligated to assume full financial responsibility. The RPC shall also submit all final billings for all phases of work within three years after the completion or final acceptance

of the project. Failure to submit these billings within the specified three year period shall result in the project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the RPC.

The RPC shall reimburse the DOTD any and all amounts which may be cited by the FHWA or DOTD due to the RPC's noncompliance with Federal/State laws and/or regulations. The cited amounts reimbursed by the RPC will be returned to the RPC upon clearance of the citation(s).

Should the RPC fail to reimburse the DOTD any and all cited amounts within a thirty (30) day period after notification, all future payment requests from the RPC will be held until the cited amount is exceeded at which time only the amount over and above the cited amount(s) will be released for payment. Additionally, no new CMAQ project will be approved until such time as the cited amount is reimbursed to the DOTD.

The participation by the DOTD and the USDOT in the project shall in no way be construed to make the DOTD or the USDOT a party to the contract between the RPC and its contractor.

ARTICLE VIII: COST RECORDS

The RPC and all others employed by it in connection with this project shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this project and shall keep such material available at its offices at all reasonable times during the contract period and for five years from the date of final payment under the project, for inspection by the DOTD and/or Legislative Auditor, the FHWA, or any authorized representative of the Federal Government under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested.

ARTICLE IX: CANCELLATION

The terms of this Agreement shall be binding upon the parties hereto until the work has been completed and accepted and all payments required to be made to the RPC have been made; but this Agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the RPC should it desire to cancel the project prior to the purchase of the items covered in this contract.

3. By the DOTD due to the withdrawal or reduction of State or Federal funding for the Project.
4. By the DOTD for just cause, including but not limited to, violation of any provision of this Agreement.

ARTICLE X: PROJECT RESPONSIBILITY

The DOTD, its officers, engineers and employees will not be required to supervise or perform such other services in connection with the development of this project except as specifically set forth herein; however, the RPC will assume full responsibility for the project development and will save harmless the DOTD against any loss or damage of any kind incident to or occasioned by deeds undertaken in pursuance of this agreement.

ARTICLE XI: CIVIL RIGHTS

The RPC agrees to abide by the requirements of the following, as applicable: Titles VI of the Civil Rights Act of 1964, and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, the Fair Housing Act of 1968, as amended, and the Americans with Disabilities Act of 1990, as amended.

The RPC agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, age, religion, sex, national origin, veteran status, political affiliation, or disabilities.

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

ARTICLE XII: PUBLIC LIABILITY

The RPC shall indemnify and save harmless the DOTD against any and all claims, demands, suits and judgments for sums of money allegedly due to any party for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the RPC, its agents, servants or employees while engaged upon or in connection with the services required or performed by the RPC or resulting from the ownership, possession or control of the improvement during its life.

ARTICLE XIII: FINAL INSPECTION AND MAINTENANCE

Upon delivery and acceptance of the subject procurement by the RPC, the RPC shall submit to DOTD the following:

- Number of vehicles converted, contact information for the fleets that participate, and emissions reduced
- Documentation of the alternative fuel vehicles purchased, vehicles converted to an alternative fuel, and idle-reduction equipment installed including: fleet name and contact, number of vehicles, type of vehicle (make and model), VIN, type of activity (new purchase, conversion, idle reduction), annual VMT, project emissions savings, project costs and match documentation, project before and after photos
- A copy of the Clean Cities Annual Report (completed in March of each year)

The participating municipality, law enforcement agency, or other public entity shall assume all ownership, operation and maintenance or other recurring costs associated with the subject procurement.

ARTICLE XIV: FEDERAL PROVISIONS

The RPC agrees that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth in 23 CFR, Part 420, Subpart A, which is incorporated herein by reference.

ARTICLE XV: CONTRACTUAL OBLIGATIONS OF THE STATE

The provisions of this Agreement are in no way and to no extent intended to nor shall they be construed in any manner which will impair the contractual obligations of the State, the DOTD, or the RPC, in violation of Louisiana Constitution, Article 1, § 23.

ARTICLE XVI: HOUSE BILL 1 COMPLIANCE

RPC shall fully comply with the provisions of House Bill 1, if applicable, by submitting to DOTD, for approval, the comprehensive budget for the Project showing all anticipated uses of the funds appropriated, an estimate of the duration of the Project, and a plan showing specific goals and objectives for the use of the appropriated funds, including measures of performance.

RPC understands and agrees that no funds will be transferred to RPC prior to receipt and approval by DOTD of the submissions required by House Bill 1.

WITNESSES:

CFDA Number

BY: [Signature]
for Secretary

BY: [Signature]
Division Head



Office of the Secretary
PO Box 94245 | Baton Rouge, LA 70804-9245
ph: 225-379-1232 | fx: 225-379-1863

Bobby Jindal, Governor
Sherri H. LeBas, P.E., Secretary

COST DISBURSEMENT CERTIFICATION

Date:	Entity:	Estimate No:
Project No:	Contract:	Amount
Project Name:		Phone No:

BY EXECUTION OF THIS DOCUMENT, I CERTIFY , ON BEHALF OF ENTITY THAT THE WORK , AS EVIDENCED BY THE ATTACHED INVOICES, HAS BEEN PERFORMED IN ACCORDANCE WITH THE TERMS OF THE DOTD/ENTITY AGREEMENT AND THAT THE SERVICES HAVE BEEN PERFORMED AND/OR THE GOODS RECEIVED. ENTITY AGREES THAT WITHIN SIXTY (60) DAYS FROM RECEIPT OF DISBURSEMENT BY DOTD, ENTITY WILL PROVIDE PROOF OF PAVEMENT FOR THE INVOICED SERVICES AND/OR GOODS.

CERTIFIED BY:

Signature:

Date:

Title:



Office of Engineering

PO Box 94245 | Baton Rouge, LA 70804-9245
Phone: 225-379-1401 Fax: 225-379-1857

Bobby Jindal, Governor
Sherri H. LeBas, P.E., Secretary

September 18, 2015

Mr. Walter R. Brooks, Deputy Director
Regional Planning Commission
10 Veterans Memorial Blvd.
New Orleans, LA 70124-1162

RE: **Supplemental Agreement No. 1**
State Project No. H.010744
F.A.P. No. H010744
RPC Purchase of Alternative Fuel Vehicles, Conversion, and Idle Reduction Technologies
Jefferson, Orleans, St. Bernard and St. Charles Parishes

Dear Mr. Brooks:

Attached is one fully executed copy of the document between the Department of Transportation and Development (DOTD) and the Regional Planning Commission dated September 17, 2015.

If you have any questions or comments, please contact **Tonyic L Robertson** at (225) 379-1953.

Sincerely,

Hadi Shirazi, P.E., PTOE
Consultant Contract Services Administrator

HS: tr

Attachments

pc: Mr. Jay Carney
District 02 Administrator [Mr. Chris Morvant]
District 02 Assistant District Administrator of Engineering
District 02 Assistant District Administrator of Operations
District 02 Area Engineer
Ms. Elaine Rougeau
Financial Services Section
Ms. Terri Campo

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

SUPPLEMENTAL AGREEMENT NO. 1

STATE PROJECT NO. H.010744

FEDERAL AID PROJECT NO. H010744

**REGIONAL PLANNING COMMISSION PURCHASE OF NEW
ALTERNATIVE FUEL VEHICLES, CONVERSION OF EXISTING VEHICLES
TO ALTERNATIVE FUEL, AND IDLE REDUCTION TECHNOLOGIES
JEFFERSON, ORLEANS, ST. BERNARD, AND ST. CHARLES PARISHES**

THIS SUPPLEMENTAL AGREEMENT NO. 1, is made and executed in three original copies on this 15 day of September, 2015, by and between the **Department of Transportation and Development**, through its Secretary, hereinafter referred to as "**DOTD**", and the **Regional Planning Commission** for Jefferson, Orleans, Plaquemines, St. Bernard, and St. Tammany Parishes, a public agency responsible for metropolitan planning in the New Orleans urbanized area, hereinafter referred to as "**RPC**," and

WITNESSETH: That;

WHEREAS, the DOTD and the RPC previously entered into a formal agreement, dated May 21st, 2014 to purchase new vehicles fueled by an alternative fuels, materials necessary to convert existing vehicles to an alternative fuel, and idle reduction technologies for existing or new vehicles to reduce air emissions and save fuel; and

WHEREAS, it is necessary to amend Article II: Services by RPC, Article IV: Funding, and Article XIII: Final Inspection and Maintenance in the Original Agreement.

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

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

1.

ARTICLE II: SERVICES BY RPC is hereby amended to read as follows:

The services to be performed under this agreement shall be the procurement of new vehicles fueled by an alternative fuel, materials necessary to convert existing vehicles to an alternative fuel, and idle reduction technologies for existing or new vehicles. RPC will manage the funds provided under this agreement. The participating municipal, law enforcement, and other public entity fleets will be responsible for the actual procurement of vehicles/ conversion kits/ technologies and, as applicable, their installation. RPC will ensure that the agreement conditions are met and facilitate the reimbursement process per Article I of this document. The services to

be performed under this contract are to be completed by September 30, 2017.

2.

ARTICLE IV: FUNDING is hereby amended to read as follows:

The cost of this project will be a joint participation between RPC and the U.S. Department of Transportation, hereafter "USDOT", with the USDOT contributing through DOTD 80% of the purchase costs of labor and materials and the RPC, through the local participating agency, contributing 20%. The USDOT will provide funding using CMAQ funds. The municipality, law enforcement agency, or other public entity requesting the funding will provide the base price of the vehicle and/or any portion of costs not eligible for reimbursement. Funds are available in four installments as shown in the table below (to be billed on an incremental basis). The RPC may incorporate items of work into the project not eligible for federal-aid participation at its own costs. Amounts in the Total Cost column are the incremental cost difference, conversion cost, and the cost of anti-idling equipment.

Total Cost	CMAQ	Local Match (20%)
\$106,500	\$85,200	\$21,300
\$206,000	\$164,800	\$41,200
\$412,000	\$329,600	\$82,400
\$412,000	\$329,600	\$82,400

For services eligible for reimbursement, no Notice to Proceed shall be issued and no compensable costs may be incurred prior to a formal notification from DOTD that FHWA authorization has been received. Any costs incurred prior to such authorization will not be compensable.

3.

ARTICLE XIII: FINAL INSPECTION AND MAINTENANCE is hereby amended to read as follows:

Upon delivery and acceptance of the subject procurement by the RPC, the RPC shall submit to DOTD the following:

- Documentation of the alternative fuel vehicles purchased, vehicles converted to an alternative fuel, and idle-reduction equipment installed including: fleet name and contact, number of vehicles, type of vehicle (make and model), VIN, type of activity (new purchase, conversion, idle reduction), annual VMT, project emissions savings, project costs and match documentation.

Supplemental No. 1
S.P. NO. H.010744
FAP NO. H010744
RPC Purchase of New Alternative Fuel Vehicles,
Conversion of Existing Vehicles to Alternative Fuel,
And Idle Reduction Technologies
Jefferson, Orleans, St. Bernard, & St. Charles Parishes
Page 3 of 4

The participating municipality, law enforcement agency, or other public entity shall assume all ownership, operation and maintenance or other recurring costs associated with the subject procurement.


4.

The DOTD and the Regional Planning Commission (RPC) agree that all provisions of the original agreement between the parties, dated May 21, 2014, to the extent not inconsistent with this Supplemental Agreement No. 1, shall remain in full force and effect.


Supplemental No. 1
S.P. NO. H.010744
FAP NO. H010744
RPC Purchase of New Alternative Fuel Vehicles,
Conversion of Existing Vehicles to Alternative Fuel,
And Idle Reduction Technologies
Jefferson, Orleans, St. Bernard, & St. Charles Parishes
Page 4 of 4

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

WITNESSES:




Witness for First Party



Witness for First Party

**STATE OF LOUISIANA
REGIONAL PLANNING COMMISSION**

BY: 

Walter R. Brooks

Typed or Printed Name

Executive Director

Title

72-0595531

Taxpayer Identification Number

069305308

Duns No.

WITNESSES:





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

BY: 
for Secretary

RECOMMENDED FOR APPROVAL:

BY: 
for Division Head



Office of Engineering

PO Box 94245 | Baton Rouge, LA 70804-9245
Phone: 225-379-1401 Fax: 225-379-1857

Bobby Jindal, Governor
Sherri H. LeBas, P.E., Secretary

August 24, 2017

Mr. Walter R. Brooks, Deputy Director
Regional Planning Commission
10 Veterans Memorial Blvd.
New Orleans, LA 70124-1162

RE: **Supplemental Agreement No. 2**
State Project No. H.010744
F.A.P. No. H010744
RPC Purchase of Alternative Fuel Vehicles, Conversion, and Idle Reduction Technologies
Jefferson, Orleans, St. Bernard and St. Charles Parishes

Dear Mr. Brooks:

Attached is one fully executed copy of the document between the Department of Transportation and Development (DOTD) and the Regional Planning Commission dated August 23, 2017.

If you have any questions or comments, please contact **Tonyic L Robertson** at (225) 379-1953 or email at tonyic.robertson@la.gov.

Sincerely,

Michael A. Gorbaty
Contract/Grants Reviewer Manager

MG: tr

Attachments

pc: Mr. Jay Carney
District 02 Administrator [Mr. Chris Morvant]
Ms. Elaine Rougeau
Financial Services Section
Ms. Terri Campo

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUPPLEMENTAL AGREEMENT NO. 2
STATE PROJECT NO. H.010744
FEDERAL AID PROJECT NO. H010744
REGIONAL PLANNING COMMISSION PURCHASE OF NEW
ALTERNATIVE FUEL VEHICLES CONVERSION OF EXISTING VEHICLES
TO ALTERNATIVE FUEL, AND IDLE REDUCTION TECHNOLOGIES
JEFFERSON, ORLEANS, ST. BERNARD, AND ST. CHARLES PARISHES

THIS SUPPLEMENTAL AGREEMENT NO. 2, is made and executed in three original copies on this 23rd day of August, 2017, by and between the **Department of Transportation and Development**, through its Secretary, hereinafter referred to as "DOTD", and the **Regional Planning Commission** for Jefferson, Orleans, Plaquemines, St. Bernard, and St. Tammany Parishes, a public agency responsible for metropolitan planning in the New Orleans urbanized area, hereinafter referred to as "RPC," and

WITNESSETH: That;

WHEREAS, the DOTD and the RPC previously entered into a formal agreement, dated May 21st, 2014 to purchase new vehicles fueled by an alternative fuel, materials necessary to convert existing vehicles to an alternative fuel, and idle reduction technologies for existing or new vehicles to reduce air emissions and save fuel; and Supplemental Agreement No. 1 dated September 15, 2015, to amend Article IV: Funding, to add that funds are available in four installments to be billed on an incremental basis, to amend Article XIII Final Inspection and Maintenance,

WHEREAS, it is necessary to amend Article II: Services by RPC, to extend the performance period through September 30, 2018, and Article IV: Funding, to add that funds that are transferred to FTA will be subtracted from the maximum limitation of CMAQ funds and will decrease the amount of CMAQ funds available for use by the RPC, and

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

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

1.

ARTICLE II: SERVICES BY RPC, is hereby amended to read as follows:

The services to be performed under this agreement shall be the procurement of new vehicles fueled by an alternative fuel, materials necessary to convert existing vehicles to an alternative fuel, and idle reduction technologies for existing or new vehicles. RPC will manage the funds provided under this agreement. The participating municipal, law enforcement, and other public entity fleets will be responsible for the actual procurement of vehicles/ conversion kits/ technologies and, as applicable, their installation. RPC will ensure that the agreement conditions are met and facilitate the reimbursement process per Article I of this document. The services to be performed under this contract are to be completed by September 30, 2018.

2.

ARTICLE IV: FUNDING is hereby amended to read as follows:

The cost of this project will be a joint participation between the RPC and the U.S. Department of Transportation, hereinafter "USDOT", with the USDOT contributing through the DOTD, 80% of the purchase costs of labor and materials and the RPC, through the local participating agency, contributing 20%. The USDOT will provide funding using CMAQ funds. The municipality, law enforcement agency, or other public entity requesting the funding will provide the base price of the vehicle and/or any portion of costs not eligible for reimbursement. The RPC may incorporate items of work into the project not eligible for federal-aid participation at its own costs. Compensation for the services performed under this agreement will be based on the actual costs incurred with a maximum limitation of \$1,136,500 total cost consisting of 80% in CMAQ funds (\$909,200) and 20% in non-federal local match (\$227,300). Funds that are transferred to FTA (Federal Transit Administration) will be subtracted from the maximum limitation of CMAQ funds and therefore will decrease the amount of CMAQ funds available for use by RPC.

For services eligible for reimbursement, no Notice to Proceed shall be issued and no compensable costs may be incurred prior to a formal notification from DOTD that FHWA authorization has been received. Any costs incurred prior to such authorization will not be compensable.

Supplemental No. 2
S.P. NO. H010744
FAP NO. H010744
RPC Purchase of New Alternative Fuel Vehicles
Conversion of Existing Vehicles to Alternative Fuel,
And Idle Reduction Technologies
Jefferson, Orleans, St. Bernard, & St. Charles Parishes
Page 3 of 4

3.

The DOTD and the Regional Planning Commission (RPC) agree that all provisions of the original agreement between the parties, dated May 21, 2014, Supplemental Agreement No. 1 dated September 15, 2015 to the extent not inconsistent with this Supplemental Agreement No. 2, shall remain in full force and effect.

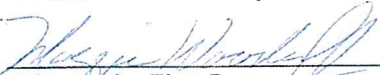
Supplemental No. 2
S.P. NO. H.010744
FAP NO. H010744
RPC Purchase of New Alternative Fuel Vehicles
Conversion of Existing Vehicles to Alternative Fuel,
And Idle Reduction Technologies
Jefferson, Orleans, St. Bernard, & St. Charles Parishes
Page 4 of 4

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

WITNESSES:



Witness for First Party




Witness for First Party

**STATE OF LOUISIANA
REGIONAL PLANNING COMMISSION**

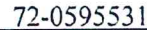
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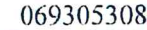
Typed or Printed Name



Title

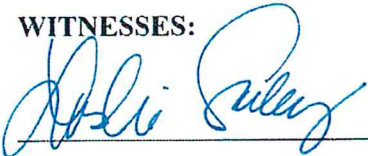


Taxpayer Identification Number




Duns No.

WITNESSES:





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

BY: 

for Secretary Shawn D. Wilson

RECOMMENDED FOR APPROVAL:

BY: 

for Division Head



Office of Engineering

PO Box 94245 | Baton Rouge, LA 70804-9245
Phone: 225-379-1401 Fax: 225-379-1857

Bobby Jindal, Governor
Sherri H. LeBas, P.E., Secretary

July 25, 2018

Mr. Jeffrey Roesel, Executive Director
Regional Planning Commission
10 Veterans Memorial Blvd.
New Orleans, LA 70124-1162

RE: **Supplemental Agreement No. 3**
State Project No. H.010744
F.A.P. No. H010744
RPC Purchase of Alternative Fuel Vehicles, Conversion, and Idle Reduction Technologies
Jefferson, Orleans, St. Bernard and St. Charles Parishes

Dear Mr. Roesel:

Attached is one fully executed copy of the document between the Department of Transportation and Development (DOTD) and the Regional Planning Commission dated July 24, 2018.

If you have any questions or comments, please contact **Tonyic L Robertson** at (225) 379-1953 or email at **tonyic.robertson@la.gov**.

Sincerely,


Michael A. Gorbaty
Contract/Grants Reviewer Manager

MG: tr

Attachments

pc: Mr. Jay Carney
District 02 Administrator [Mr. Chris Morvant]
Ms. Elaine Rougeau
Financial Services Section
Ms. Vallouise Daniel

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

SUPPLEMENTAL AGREEMENT NO. 3

STATE PROJECT NO. H.010744

FEDERAL AID PROJECT NO. H010744

**REGIONAL PLANNING COMMISSION PURCHASE OF NEW
ALTERNATIVE FUEL VEHICLES CONVERSION OF EXISTING VEHICLES
TO ALTERNATIVE FUEL, AND IDLE REDUCTION TECHNOLOGIES
JEFFERSON, ORLEANS, ST. BERNARD, AND ST. CHARLES PARISHES**

THIS SUPPLEMENTAL AGREEMENT NO. 3, is made and executed in three original copies on this 25 day of July, 2018, by and between the **Department of Transportation and Development**, through its Secretary, hereinafter referred to as "**DOTD**", and the **Regional Planning Commission** for Jefferson, Orleans, Plaquemines, St. Bernard, and St. Tammany Parishes, a public agency responsible for metropolitan planning in the New Orleans urbanized area, hereinafter referred to as "**RPC**," and

WITNESSETH: That;

WHEREAS, the DOTD and the RPC previously entered into a formal agreement, dated May 21st, 2014 to purchase new vehicles fueled by an alternative fuel, materials necessary to convert existing vehicles to an alternative fuel, and idle reduction technologies for existing or new vehicles to reduce air emissions and save fuel; Supplemental Agreement No. 1 dated September 15, 2015, to amend Article IV: Funding, to add that funds are available in four installments to be billed on an incremental basis, to amend Article XIII Final Inspection and Maintenance, and Supplemental Agreement No. 2, to amend Article II: Services by RPC, to extend the performance period through September 30, 2018, and Article IV: Funding, to add that funds that are transferred to FTA will be subtracted from the maximum limitation of CMAQ funds and will decrease the amount of CMAQ funds available for use by the RPC; and

WHEREAS, it is necessary to amend Article II: Services by RPC, to extend the performance period from September 30, 2018 to April 1, 2019, and

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

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

1.

ARTICLE II: SERVICES BY RPC, is hereby amended to read as follows:

The services to be performed under this agreement shall be the procurement of new vehicles fueled by an alternative fuel, materials necessary to convert existing vehicles to an alternative fuel, and idle reduction technologies for existing or new vehicles. RPC will manage the funds provided under this agreement. The participating municipal, law enforcement, and other public entity fleets will be responsible for the actual procurement of vehicles/ conversion kits/ technologies and, as applicable, their installation. RPC will ensure that the agreement conditions are met and facilitate the reimbursement process per Article I of this document. The services to be performed under this contract are to be completed by April 1, 2019.

2.

The DOTD and the Regional Planning Commission (RPC) agree that all provisions of the original agreement between the parties, dated May 21, 2014, Supplemental Agreement No. 1 dated September 15, 2015, and Supplemental Agreement No. 2 dated August 23, 2017 to the extent not inconsistent with this Supplemental Agreement No. 3, shall remain in full force and effect.

Supplemental No. 3
S.P. NO. H.010744
FAP NO. H010744
RPC Purchase of New Alternative Fuel Vehicles
Conversion of Existing Vehicles to Alternative Fuel,
And Idle Reduction Technologies
Jefferson, Orleans, St. Bernard, & St. Charles Parishes
Page 3 of 3

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

WITNESSES:

Rebecca Otte
Witness for First Party

Margie Woodhuff
Witness for First Party

**STATE OF LOUISIANA
REGIONAL PLANNING COMMISSION**

BY:

Jeffrey W. Roessel

Jeffrey W. Roessel

Typed or Printed Name

Executive Director

Title

72-0595531

Taxpayer Identification Number

069305308

Duns No.

WITNESSES:

Russell Salley
Clara Debert

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

BY:

Daniel J. Meyer
for Secretary

RECOMMENDED FOR APPROVAL:

BY:

Connie Peters
for Division Head