

Ord.

2008-0439

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(GRANTS OFFICE)**

ORDINANCE NO. 08-11-6

An ordinance to approve and authorize the execution of Amendment No. 1 to the DNR Cooperative Agreement No. 2512-06-04 with the Louisiana Department of Natural Resources for the operation, maintenance, repair, replacement, and rehabilitation of the Davis Pond Freshwater Diversion Project.

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 05-12-9 which approved DNR Cooperative Agreement No. 2512-06-04 for the operation of the Davis Pond Freshwater Diversion Project for the period of February 1, 2006 through January 31, 2011; and,

WHEREAS, Amendment No. 1 to said Agreement includes a budget amendment requested by St. Charles Parish as an addendum to Appendix A of said Agreement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 1 to DNR Cooperative Agreement No. 2512-06-04 between the Louisiana Department of Natural Resources and St. Charles Parish Government is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Amendment No. 1 on behalf of St. Charles Parish Government.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: SCHEXNAYDRE, AUTHEMENT, RAYMOND, TASTET, BENEDETTO, HOGAN, LAMBERT, NUSS
NAYS: NONE
ABSENT: COCHRAN

And the ordinance was declared adopted this 17th day of November, 2008, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: Barbara Joubert Tucker
DLVD/PARISH PRESIDENT: November 18, 2008
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: November 18, 2008
AT: 4:03 pm RECD BY: [Signature]

REFERENCE
Ord. 05-12-9

AMENDMENT TO THE COOPERATIVE AGREEMENT
STATE OF LOUISIANA DEPARTMENT OF NATURAL RESOURCES
(Hereinafter referred to as "Department")

AND

ST. CHARLES PARISH GOVERNMENT
(Hereinafter referred to as "Contracting Party")

By mutual consent of both parties to this agreement, Article 3 entitled Scope of Contract Services is amended to read in its entirety as follows:

Contracting Party agrees to provide services and/or products in accordance with the specifications set forth in Appendix A, and Addendum to Appendix A of this cooperative agreement which is hereby attached and made a part of this agreement.

FURTHER, by mutual consent of both Parties to this agreement, Article 8.b. entitled Payment is amended to read in its entirety as follows:

Payment to the Contracting Party for services rendered shall be made according to the following:

A maximum of ninety percent (90%) of the total contract amount shall be available for progress payments to the Contracting Party prior to completion of the contract. Invoices for progress payments, with supporting documentation, detailing the fees charged and allowable costs to be reimbursed as set forth in Appendix A and Addendum to Appendix A shall be based upon actual costs incurred and shall be submitted monthly with progress reports.

A final payment for the remaining ten percent (10%) of the total contract amount shall be made upon completion of the project and approval of the final report by the Department. The final invoice shall be submitted within thirty (30) days following expiration of the contract.

Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy and Procedure

Memorandum No. 49. All out of state travel will be subject to prior written approval of the Secretary of the Department.

Payments shall be made by the Department within approximately thirty (30) days after receipt of an original and two copies of a proper invoice rendered according to the payment schedule, and reports as prescribed in Item a. above, and which has been first approved for payment by the Department Project Manager:

FURTHER, by mutual consent of both Parties to this agreement, Article 11 entitled Deliverables is amended to read in its entirety as follows:

The Contracting Party shall deliver to the Department deliverables as specified in Appendix A and Addendum to Appendix A as products of the services rendered by the Contracting Party under the terms of this agreement.

FURTHER, by mutual consent of both parties to this agreement, Article 15 entitled Subcontractors is amended to read in its entirety as follows:

The Contracting Party agrees to obtain written Department approval prior to subcontracting any part of the services specified in Appendix A and Addendum to Appendix A. The Contracting Party shall include, in any subcontract, the provisions contained in this contract. The Contracting Party shall submit requests for approval, accompanied by copies of proposed subcontracts, to the Department Project Manager. The Contracting Party further agrees to guarantee and be liable to the State (Department) for all services performed under any such subcontract.

FURTHER, by mutual consent of both parties to this agreement, Article 29 entitled Amendments is amended to read in its entirety as follows:

The Contracting Party may, with prior approval of the DNR Project Manager, revise the budget included in Appendix A and Addendum to Appendix A, provided total budget revisions do not exceed ten percent (10%) per budget category and do not exceed the total contract amount. A copy of each budget revision will be retained in the Department contract file and a copy forwarded to the Division of Administration's Office of Contractual Review. No other amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties, and approved by the Division of Administration's Office of Contractual Review.

All other terms and conditions of the agreement shall remain the same.

This amendment entered into this 2nd day of December 2008, at Baton Rouge, Louisiana.

WITNESSES:

SCOTT A. ANGELLE SECRETARY
DEPARTMENT OF NATURAL RESOURCES

Karen Y. Lewis

[Signature]

Barbara Jacob Tucker

[Signature]

V.J. St. Pierre, Jr.
Parish President
St. Charles Parish Government

APPROVED
Office of the Governor
Office of Contractual Review

[Signature]
JAN 7 2009

DIRECTOR

**ADDENDUM TO APPENDIX A
DNR COOP. AGREE. NO. 2512-06-04**

Davis Pond Freshwater Diversion Project
DNR Cooperative Agreement 2512-06-04
St. Charles Parish Ordinance No. 05-12-9

Requested Budget Amendment

Category	Current Budget	Requested Change	Revised Budget
Supplies/Materials	221,500	-	221,500
Operations/Maintenance Personnel	603,722	28,897	632,619
Equipment Acquisition	189,100	-	189,100
Contingency	200,000	(38,897)	161,103
Administrative	15,000	10,000	25,000
Total Contract	1,229,322	-	1,229,322

Administrative - Lump sum \$10,000 estimated to allow for increased vehicle mileage cost and cell phone expenses.

Operations/Maintenance Personnel - To allow for reimbursement for the following:

Position	Effective Dates	Rate	Hours	Total
Senior Engineering Technician	2007	28.86	12.00	346.32
Senior Engineering Technician	2008 (Jan - April)	28.86	11.00	317.46
Sr. Automation Technician	May 2008 - December 31, 2008	35.36	20.00	707.20
Sr. Automation Technician	January 1, 2009 - December 31, 2009	37.84	40.00	1,513.41
Sr. Automation Technician	January 1, 2010 - December 31, 2010	40.48	40.00	1,619.35
Sr. Automation Technician	January 1 thru January 31, 2011	43.32	4.00	173.27
Assistant Director	January 1, 2008 - December 31, 2008	40.87	12.00	490.44
Assistant Director	January 1, 2009 - December 31, 2009	43.73	12.00	524.77
Assistant Director	January 1, 2010 - December 31, 2010	46.79	12.00	561.50
Assistant Director	January 1 thru January 31, 2011	50.07	1.00	50.07
Grants Officer	January 1, 2008 - December 31, 2008	42.07	12.00	504.84
Grants Officer	January 1, 2009 - December 31, 2009	45.01	12.00	540.18
Grants Officer	January 1, 2010 - December 31, 2010	48.17	12.00	577.99
Grants Officer	January 1 thru January 31, 2011	51.54	1.00	51.54
Equipment Operator IV (increase hrs. from 30 to 120)	January 1, 2008 - December 31, 2008	28.50	90.00	2,565.00
Equipment Operator IV (increase hrs. from 30 to 120)	January 1, 2009 - December 31, 2009	30.50	90.00	2,745.00
Equipment Operator IV (increase hrs. from 30 to 120)	January 1, 2010 - December 31, 2010	32.64	90.00	2,937.60
Area Foreman (Increase hrs. from 50 to 175)	January 1, 2008 - December 31, 2008	31.53	125.00	3,941.25
Area Foreman (increase hrs. from 50 to 175)	January 1, 2009 - December 31, 2009	33.74	125.00	4,217.50
Area Foreman (increase hrs. from 50 to 175)	January 1, 2010 - December 31, 2010	36.10	125.00	4,512.50
				<u>28,897.19</u>

Rates reflect 7% annual increase (as per original budget).

Overtime rates computed at 1.5 times the above hourly rate

Sam Scholle

Requested by: Sam Scholle, Department of Public Works Director & Contracting Party

8-19-08

Date

Approved By: Representative of Louisiana Department of Natural Resources

Date