

Reso.

2008-0366

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

RESOLUTION NO. 5572

A resolution to approve and authorize the execution of a Cooperative Endeavor Agreement between the State of Louisiana Department of Culture, Recreation and Tourism and St. Charles Parish for funding of the Wetland Watchers Park.

WHEREAS, Act No.19 of the 2008 Regular Session of the Louisiana Legislature included funding for said project in the amount of \$200,000.00; and,

WHEREAS, the State has prepared a Cooperative Endeavor Agreement to provide funding for said project and it is the desire of the Parish Council to approve said Agreement.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and authorize the execution of a Cooperative Endeavor Agreement between the State of Louisiana Department of Culture, Recreation and Tourism and St. Charles Parish for funding of the Wetland Watchers Park.

BE IT FURTHER RESOLVED that the Parish President is hereby authorized to execute said Cooperative Endeavor Agreement and to act on behalf of St. Charles Parish in all matters pertaining to this project.

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

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

And the resolution was declared adopted this 8th day of September, 2008, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: September 9, 2008
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: [Signature]
RETD/SECRETARY: September 10, 2008
AT: 8:11 A.M. RECD BY: [Signature]

STATE OF LOUISIANA

COOPERATIVE ENDEAVOR AGREEMENT (*line item appropriations*)

THIS COOPERATIVE ENDEAVOR is made and entered into this 8th day of September 2008, by and between the Department of Culture, Recreation and Tourism of the State of Louisiana, hereinafter referred to as "State" and/or "Agency," and St. Charles Parish officially domiciled at 15045 River Road, P.O. Box 302, Hahnville, Louisiana 70057 hereinafter referred to as "Contracting Party."

ARTICLE I

WITNESSETH:

1.1 WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions...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

1.2 WHEREAS, Act 19 of the 2008 Regular Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 19 contains a line item appropriation within the Agency's budget for the benefit of the Wetland Watchers Park in St. Charles Parish of which the sum of TWO HUNDRED THOUSAND & NO/100 (\$200,000.00) DOLLARS has been allocated for this project, as set forth in the attached **Plan (Attachment A)**, which is attached to this agreement and made a part hereof; and

1.3 WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation of the Project as hereinafter provided; and

1.4 WHEREAS, the public purpose is described as design and construction of recreational, educational and service learning amenities for the Wetlands Watchers Park in St. Charles Parish which amenities will include the construction of a parking area, dock and pier, two sand volleyball courts, a canoe launch, 15 concrete benches, and 2 covered picnic table areas, in addition to the architectural/engineering fees, soil borings, and survey. These amenities will increase recreational, educational, and service learning opportunities for students in and around St. Charles Parish, while improving public awareness of the importance of wetlands conservation; and

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with the governor's Executive Order BJ 2008-30 on accountability for line item appropriations, which information is attached to this agreement and is made a part hereof by reference as "Attachment E."

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

ARTICLE II
SCOPE OF SERVICES

2.1 The Contracting Party shall: St. Charles Parish shall use the State funds to design and construct recreational, educational and service learning amenities for the Wetlands Watchers Park in St. Charles Parish.

2.2 Deliverables: Plans, specifications, contract documents to construct recreational, educational and service learning amenities for the Wetlands Watchers Park in St. Charles Parish, as well as documentation of project completion.

Contracting Party will provide to State written quarterly **Progress Reports (Attachment C)** outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this agreement and monthly **Cost Reports (Attachment D)** which provide detailed cost information outlining the use of appropriated funds. The **Progress Report (Attachment C)** and **Cost Report (Attachment D)** are attached to this agreement and made a part thereof by reference.

2.3 Budget: The **Budget** for this Project is incorporated herein as "**Attachment B**" which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The **Budget** for this Project shall not exceed the total sum of Two Hundred Thousand Dollars and 00/100 (\$200,000.00) which sum shall be inclusive of all costs or expenses to be paid by State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated for this Project by State. No state funds shall be paid for any one phase of this agreement that exceeds the categories shown on the **Budget (Attachment B)**, without the prior approval of State.

ARTICLE III **CONTRACT MONITOR**

3.1 The Contract Monitor for this contract is Jeffery Harlan, Division of Business Services.

3.2 **Monitoring Plan:** During the term of this agreement, Contracting Party shall discuss with State's Contract Monitor the progress and results of the Project, ongoing plans for the continuation of the Project, any deficiencies noted, and other matters relating to the Project. Contract Monitor shall review and analyze Contracting Party's **Plan** to ensure Contracting Party's compliance with contract requirements.

The Contract Monitor shall also review and analyze the Contracting Party's written **Progress Reports, Cost Reports**, and any work product for compliance with the Scope of Services and shall

1. Compare the Reports to Goals and Performance Measures outlined in this contract to determine the progress made;
2. Contact Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or e-mail contact with Contracting Party on contract activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to ensure that performance goals are being achieved, and to verify information when needed.
4. Ensure that expenditures or reimbursements requested in **Cost Reports** are in compliance with the approved **Budget**. Contract Monitor shall coordinate with Agency's fiscal office for reimbursements to Contracting Party and shall contact Contracting Party for further details, information or documentation when necessary.

Between required performance reporting dates, Contracting Party shall inform Contract Monitor of any problems, delays or adverse conditions that will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance that may be needed to resolve the situation.

ARTICLE IV **PAYMENT TERMS**

4.1 Provided Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of State, payments to the Contracting Party shall be made by State on a reimbursement basis after receipt from the Contracting Party and approval by State of quarterly Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the Reports shall be maintained by Contracting Party, and shall be subject to audit, as hereinafter stated.

4.2 Travel expenses, if any, shall be reimbursed only in the event that this agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to the Cost Reports for reimbursement.

4.3 Reimbursements under this agreement will be allowed only for expenditures occurring between and including the dates of September 8, 2008 and June 30, 2009, and this Project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability of funds and upon the approval of this agreement by the Office of Contractual Review.

4.4 The Contract Monitor shall monitor disbursements on a quarterly basis. Under circumstances such that the Contracting Party has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the Contracting Party has justified to the satisfaction of the Agency reasons for the lack of progress. If the Agency determines that the Contracting Party failed to use the Line Item Appropriation within the estimated duration of the Project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget.

4.5 Taxes: Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be Contracting Party's obligation and identified under Federal tax identification number 72-6001208.

ARTICLE V **TERMINATION FOR CAUSE**

5.1 The State may terminate this agreement for cause based upon the failure of Contracting Party to comply with the terms and/or conditions of the agreement; provided that the State shall give Contracting Party written notice specifying Contracting Party's failure. If within thirty (30) days after receipt of such notice, Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded

diligently to complete such correction, then the State may, at its option, place Contracting Party in default and the agreement shall terminate on the date specified in such notice. Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contracting Party shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

ARTICLE VI **TERMINATION FOR CONVENIENCE**

6.1 The State may terminate this agreement at any time by giving thirty (30) days written notice to Contracting Party. Upon receipt of notice, Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders, for materials, facilities, services and supplies in connection with the performance of this Agreement. Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

ARTICLE VII **OWNERSHIP**

7.1 All records, reports, documents and other material delivered or transmitted to Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at Contracting Party's expense, at termination or expiration of this agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contracting Party to the State at Contracting Party's expense at termination or expiration of this agreement.

ARTICLE VIII **ASSIGNMENT**

8.1 Contracting Party shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

ARTICLE IX **FINANCIAL DISCLOSURE**

9.1 The Contracting Party shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contracting Party is below the amount for which an audit is required under R.S. 24:513, the Agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives.

ARTICLE X
AUDITOR'S CLAUSE

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of Contracting Party that relate to this agreement.

10.2 Contractor and any subcontractors paid under this agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of final payment under the prime contract and any subcontract entered into under this agreement.

ARTICLE XI
AMENDMENTS IN WRITING

11.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties, and approved by the Director of the Office of Contractual Review, Division of Administration.

ARTICLE XII
FISCAL FUNDING CLAUSE

12.1 The continuation of this agreement is contingent upon the legislative appropriation of funds to fulfill the requirements of the agreement. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

ARTICLE XIII
TERM OF CONTRACT

13.1 This agreement shall begin on September 8, 2008 and shall terminate on July 15, 2009.

ARTICLE XIV
DISCRIMINATION CLAUSE

14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment 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, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 24th day of September, 2008.

WITNESSES:

Louisiana Department of Culture, Recreation & Tourism

Rhonda Babel
Charles Hill

Année A. Honore for Pam Breaux
Pam Breaux, Secretary

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the ___ day of _____, 2008.

WITNESSES:

Louisiana Department of Culture, Recreation & Tourism Office of State Parks

Kelvie Bust
Lauren LeBlanc

Stuart Johnson
Stuart Johnson, Ph.D., Assistant Secretary

THUS DONE AND SIGNED AT Hahnville, Louisiana on the 9th day of September, 2008.

WITNESSES:

St. Charles Parish

Ularie Berthelet
Nicole Breaux

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

APPROVED
Office of the Governor
Office of Contractual Review

Susan Smith
NOV 5 2008

DIRECTOR

APPROVED
DEPARTMENT OF
STATE

OCT 15 2008

Anne S. Sullivan
DIRECTOR

“ATTACHMENT A” PLAN

NAME OF CONTRACTING PARTY:
St. Charles Parish

NAME AND BRIEF NARRATIVE OF PROGRAM:

Wetlands Watchers Park

Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). What are the goals, objective(s), expected outcomes/results for this program: Indicate the goals/objectives for this program. Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.

1. Program Goal (*Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.*)

Design and construction of recreational, educational and service learning amenities for the Wetlands Watchers Park in St. Charles Parish which amenities will include the construction of a parking area, dock and pier, two sand volleyball courts, a canoe launch, 15 concrete benches, and 2 covered picnic table areas, in addition to the architectural/engineering fees, soil borings, and survey.

2. Program Objective(s) (*Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal They identify the expected outcomes and results.*)

Prepare bid package, construction contract and complete construction to achieve goal.

3. Relevant Activity (Activities) (*An activity is a distinct subset of functions or services within a program.*)

Design and Construction

4. Performance Measure(s) (*Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness.*)

Success will be measured by: completed construction of the recreational and educational amenities for the Wetlands Watchers Park to the satisfaction of the Parish of St. Charles and in accordance with the design and construction documents.

“ATTACHMENT B”**Page 1****Project Budget (2008-09)****Name of Contractor****Anticipated Income or Revenue****Sources** *(list all sources of revenue)***Amounts**

Dept. of Culture, Recreation and Tourism Appropriation

\$200,000.00

Anticipated Expenses**Expense Categories****Total Amount****Amount of Line Item
Appropriation**

Salaries	\$	\$
Related Benefits	\$	\$
Travel	\$	\$
Operating Services	\$	\$
Advertising	\$	\$
Printing	\$	\$
Maintenance of Equipment	\$	\$
Maintenance of Office	\$	\$
Rentals	\$	\$
Dues and Subscriptions	\$	\$
Telephones	\$	\$
Postage	\$	\$
Utilities	\$	\$
Other	\$	\$
Office Supplies	\$	\$
Professional & Contract Services	\$200,000.00	\$200,000.00
Other Charges	\$	\$
Acquisitions & Major Repairs	\$	\$
Total Use of the Appropriation	\$200,000.00	\$200,000.00

(Budget categories listed above reflect a typical budget and may be adjusted by the agency and recipient to reflect actual categories necessary for each individual program. Salaries and Professional & Other Contract Services shall be detailed using pages 2 and 3 of Attachment B).

ATTACHMENT B
Page 2
STAFFING
CHART

Name of
 Organization: Parish of St. Charles
 Name of
 Program: Wetlands Watchers Park

Name	Title	Total Salary Amount	Total Salary Paid by Appropriation Amount	Percentage	Related Benefits	Full time or Part Time # of months
Funds from the line-item appropriation will not be used for staff expenses.						

ATTACHMENT B
Page 3
SCHEDULE OF PROFESSIONAL AND OTHER CONTRACT SERVICES

Name of Organization: Parish of St. Charles

Name of Program: Wetlands Watchers Park

Name and Address of Individual and/or Firm	Nature of Work Performed and Justification for Services	Total Contract Amount	Total Paid by Appropriation
Contractors have not yet been selected. Upon selection, this Attachment will be completed and submitted to the State.			100%

“ATTACHMENT C”

Progress Report

(To be submitted at least quarterly showing progress achieved. Duplicate pages as needed.)

Organization: Parish of St. Charles

Contact Name: Holly Fonseca, Grants Officer

Telephone: 985-783-5000 **Fax:** 985-783-2187

	% Complete
<p>Goal: Design and construction of recreational, educational and service learning amenities for the Wetlands Watchers Park in St. Charles Parish which amenities will include the construction of a parking area, dock and pier, two sand volleyball courts, a canoe launch, 15 concrete benches, and 2 covered picnic table areas, in addition to the architectural/engineering fees, soil borings, and survey.</p> <p>Objective(s): Prepare bid package, construction contract and complete construction to achieve goal.</p>	
<p>Activity(Activities) Performed: Design and Construction</p>	
<p>Performance Measure(s): Success will be measured by: completed construction of the recreational and educational amenities for the Wetlands Watchers Park to the satisfaction of the Parish of St. Charles and in accordance with the design and construction documents.</p>	

“ATTACHMENT D”

Cost Report for the Period of _____

Expense Category	Approved Total Amount	(Quarterly) Expenditures (Monthly)*	Total Cumulative Year to Date Expenditures	Balance Remaining
Salaries				
Related Benefits				
Travel				
Operating Services				
Advertising				
Printing				
Maintenance of Equipment				
Maintenance of Office				
Rentals				
Dues/Subscriptions				
Telephones				
Postage				
Utilities				
Other				
Office Supplies				
Professional/Contract Services	\$200,000			
Other Charges				
Acquisitions & Major Repairs				

(Expense categories must reflect budget categories listed in "Attachment B" budget.)

** Should reflect contract payment terms, either quarterly or monthly.*

“ATTACHMENT E”

Disclosure and Certification Statement

Contractor’s Name: St. Charles Parish

Contractor’s Mailing Address: P.O. Box 302, Hahnville, LA 70057

Organization Type: (For example, local government, non-profit, corporation, LLP, etc.)

Private entities required to register with the Secretary of State’s office must be in good standing with that office.

Local Government

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

- V.J. St. Pierre, Jr., Parish President**
- Dennis Nuss, Chairman**
- Terry Authement, Vice-Chairman**
- John “Rusty” Walker, Chief Operating Officer**
- Grant Dussom, CPA, Finance Director**
- Timothy J. Vial, Chief Administrative Officer**
- Tab Troxler, Director of Homeland Security and Emergency Preparedness**
- Leon C. Vial, III, Legal Services Director**
- Barbara Jacob-Tucker, Council Secretary**
- Carolyn K. Schexnaydre, Councilwoman-At-Large, Division A**
- Terry Authement, Councilman-At-Large, Division B**
- Billy Raymond, Sr., Councilman, District I**
- Shelley Tastet, Councilman, District II**
- Wendy Benedetto, Councilwoman, District III**
- Paul J. Hogan, Councilman, District IV**
- Larry Cochran, Councilman, District V**
- Marcus M. Lambert, Councilman, District VI**
- Dennis Nuss, Councilman, District VII**

All officers and directors can be reached at the following address: St. Charles Parish, P.O. Box 302, Hahnville, LA 70057

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:

Earl Matherne, Coastal Zone Management Administrator
St. Charles Parish
Dept. of Planning and Zoning
P.O. Box 302
Hahnville, LA 70057

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received, the position held within the organization. Identify the official and the public position held.

Not applicable

- I hereby certify that this organization has no outstanding audit issues or findings.
- I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings.
- I hereby certify that the above information is true and correct, to the best of my knowledge, and I am the duly authorized representative of the organization.

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

(Name and Title of Person Authorized to sign for the Contractor)

(Authorized Signature of Person Authorized to sign for the Contracting Party)