

Ord.

2001-0050

INTRODUCED BY: APRIL BLACK
COUNCILMAN, DISTRICT V

ORDINANCE NO. 01-3-1

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement between the State of Louisiana and the Parish of St. Charles for the Almedia Road Widening (LA 50) Planning and Construction Project.

WHEREAS, Councilman April Black in conjunction with Representative Glenn B. Ansardi have worked to secure funding to begin the Almedia Road Widening Project through the State Capital Outlay Program; and,

WHEREAS, the Louisiana Legislature adopted Act No. 21 of the 2000 Regular Session containing an appropriation of \$110,000.00 for the Project; and,

WHEREAS, the Attorney General's Office has prepared the necessary Cooperative Endeavor Agreement to provide for the receipt of the funds by St. Charles Parish.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Cooperative Endeavor Agreement between the State of Louisiana and the Parish of St. Charles is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Cooperative Endeavor Agreement on behalf of the Parish of St. Charles.

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

YEAS: RAMCHANDRAN, FAUCHEUX, HILAIRE, FABRE, ABADIE, AUTHEMENT, BLACK, MARINO, MINNICH

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 19th day of March, 2001, to become effective five (5) days after publication in the Official Journal.

Cooperative Agreement: Almedia Road Widening

Acting CHAIRMAN Barry Minnick
 SECRETARY Nicole Breau
 DLVD/PARISH PRESIDENT 3-20-01
 APPROVED ✓ DISAPPROVED _____

PARISH PRESIDENT Albert D. Lopez
 Acting RETD/SECRETARY 3-20-01
 AT. 3:45 AM RECD BY NB

COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE STATE OF LOUISIANA AND
THE PARISH OF ST. CHARLES

In accordance with Article VII, Section 14 of the 1974 Constitution of the State of Louisiana (Constitution), the **STATE OF LOUISIANA** (State), herein represented by J. Roger Magendie, Director of the Office of Facility Planning and Control (FP&C) of the Division of Administration (DOA), and the **PARISH OF ST. CHARLES** (Parish), a political subdivision of the State, herein represented by Albert D. Laque, President (President), do hereby enter into a cooperative endeavor agreement (Agreement) to serve the public for the purposes hereinafter declared.

WHEREAS, Act Number 21 of the 2000 Regular Session of the Louisiana Legislature (Act 21), adopted in accordance with Article VII, Section 6 of the Constitution (Section 6), is the comprehensive capital outlay budget required by said Section 6, and contains an appropriation for the Parish entitled "*Almedia Road Widening (LA 50), Planning and Construction (\$36,700 Local Match)(St. Charles)*" in the amount of *One hundred Ten Thousand Dollars (\$110,000)*, payable out of the balance of State General (Direct), previously allocated in Act 479 of 1997 for Northeast Louisiana University Underground Electrical Loop Repairs Construction, as per **FP&C Project No. 50-J45-00-03**; and

WHEREAS, the Parish has supplied the State with evidence of the availability and commitment of the *Thirty Six Thousand Seven Hundred Dollars (\$36,700)* in local matching funds; and

WHEREAS, Section 9 of Act 21 provides that all of the funds appropriated, in the absence of express language to the contrary, shall be considered as having been appropriated directly to FP&C, and that all of the funds appropriated under the name of authorities created by the Legislature, political subdivisions of the State or local governing bodies or boards, shall be administered by FP&C under cooperative endeavor agreements;

IT IS HEREBY AGREED by the State and the Parish that:

PURPOSE

The purpose of this Agreement is to set forth the terms of administering the Project by FP&C. FP&C will administer this Project in accordance with the *Non-State Entity Capital Outlay Administrative Guidelines, July 1999 ed.*, which is hereby made a part of this Agreement.

SCOPE

As provided in Section 1 of Act 21, the State funds for this Project are limited to capital improvements for the *Almedia Road Widening LA 50, Planning and Construction (\$36,700 Local Match)*, in the amount of *One Hundred Ten Thousand Dollars (\$110,000)*, located in *St. Charles* Parish, Louisiana.

If a port, levee district or other non-state entity enters into a contract prior to receipt of funding, or prior to execution of a cooperative endeavor agreement, then payments under such contracts are prohibited from capital outlay appropriations, and are the sole responsibility of the port, levee district, or other non-state entity.

USE OF FUNDS

The Parish hereby acknowledges and agrees that the funds provided by the State to the Parish shall be used solely for the purposes authorized and permitted in Act 21 and in accordance with all provisions of law affecting the Project, as well as the constitutional and statutory restrictions on the use of State funds for public purposes. The Parish shall maintain appropriate financial records and the State does reserve the right to audit these records or require the Parish to provide an audit at any time. The Parish acknowledges that any funds not used in accordance with the terms of this Agreement and state law will be reimbursed to the State.

The Parish shall not execute any contracts or agreements that would expend or commit State funds in excess of the amount of the appropriation contained in Act 21 without the written approval of FP&C. The Parish shall request such approval in writing and acknowledge in writing that the Parish shall be solely responsible for any amounts that exceed the amount appropriated by the State.

The Parish shall make no changes in its local laws or charter which would allow use of the Project for any purpose other than a public purpose.

ADMINISTRATIVE COSTS

Notwithstanding any provision of this contract to the contrary, FP&C may use up to six percent of each State fund line item contained herein for costs associated with administering the Project, all in accordance with the provisions of Section 9 of Act 21.

PUBLIC BID LAWS

The Parish will solicit bids for the services, labor and materials needed to construct said Project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, *et seq.*, applicable to political subdivisions of the State. The Parish will also keep a procurement file relative to the necessary acquisition of services, labor and materials needed to complete said Project which will be subject to review by the State at any time.

COORDINATION

It is the responsibility of the Parish to administer the Project according to all applicable laws, rules and regulations and to ensure that the work is the best obtainable within established trade practice. The submittal of documentation to FP&C as required by this Agreement shall be for the purpose of verifying that the funds are spent in accordance with this Agreement and the applicable legislation, providing evidence of the progress of the Project and verifying that such documentation is being produced. FP&C will not provide extensive document review for the Project or take the responsibility for determining whether or not this documentation is complete and accurate.

The participation by FP&C in the Project shall in no way be construed to make FP&C a party to any contract between the Parish and its contractors.

CHANGE ORDERS

A change order for the Project shall be subject to the approval of FP&C. However, as per R.S. 39:126, a change order in excess of *Fifty Thousand Dollars (\$50,000)*, increase or decrease, shall also require the approval of the Joint Legislative Committee on the Budget and the Commissioner of Administration or his designee.

HOLD HARMLESS AND INDEMNITY

The Parish agrees and obligates itself, its successors and assigns to defend, indemnify and save harmless and provide a defense for the State, its officials, officers and employees against any and all claims, demands, suits, actions (*ex contractu, ex delictu*, quasi-contractual, statutory or otherwise), judgments of sums of money, attorneys fees and court costs to any party or third person including, but not limited to amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of the Parish or any of the above, growing out of, resulting from or by reason of any violation of the requirements of Act 21 or any other State law, or any negligent act or omission, operation or work of the Parish, its employees, servants, contractors or any person engaged upon or in connection with the engineering services, construction and construction engineering required or performed by the Parish hereunder including, but not limited to any omissions, defects or deficiencies in the plans, specifications or estimates, or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction or construction engineering cost incurred, or any other claim of whatever kind or nature arising from, out of or in any way connected with the Project, to the extent permitted by law.

Nothing herein is intended, nor shall be deemed to create a third party beneficiary to or for any obligation by FP&C herein or to authorize any third person to have any action against FP&C arising out of this Agreement.

DISBURSEMENT OF FUNDS

The Parish recognizes and agrees that the receipt of the *One Hundred Ten Thousand Dollars (\$110,000)* in State monies is contingent upon the receipt and pledge of local matching funds by the Parish in the amount of *Thirty Six Thousand Seven Hundred Dollars (\$36,700)*. The Parish acknowledges and agrees that the requisite amount of matching funds has been received and pledged to the Project.

After execution of this Agreement in accordance with the terms hereof and Act 21, the State, through FP&C, shall provide the Parish, identified under Federal Tax Identification Number 72-6001208, with funds on an *as-needed* basis as approved by FP&C, but not to exceed *One Hundred Ten Thousand Dollars (\$110,000)*.

OWNERSHIP OF PROPERTY

The Parish hereby covenants that it owns, will acquire title to, or obtain permanent easements for the property upon which the Project is to be located and that it shall not transfer, convey, sell, mortgage, assign or otherwise alienate its ownership or easement rights in the land and appurtenances which constitute the Project. No funds appropriated in this Act shall be used to acquire land unless the title to such land is transferred to the State or a political subdivision of the State. Projects to be located by permits on existing property of the State or a political subdivision of the State are exempt from these ownership requirements

TERM

This Agreement shall be effective from the date of execution hereof.

AMENDMENT OF AGREEMENT

The parties agree that any amendment hereto shall be in writing.

THUS DONE AND SIGNED, this 30 day of April, 2001,
at Baton Rouge, Louisiana

WITNESSES:

STATE OF LOUISIANA

Janet Brown
Ray Brown

By:

J. Roger Magendie
J. ROGER MAGENDIE, DIRECTOR
FACILITY PLANNING & CONTROL
DIVISION OF ADMINISTRATION

THUS DONE AND SIGNED, this 11th day of April, 2001, at
Hahnville, Louisiana.

WITNESSES:

PARISH OF ST. CHARLES

Timothy J. Vial
Caselyn H. Lavoie

By:

Albert D. Laque
ALBERT D. LAQUE, PRESIDENT

EXHIBIT "A"

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE STATE OF LOUISIANA and
THE PARISH OF ST. CHARLES**

FP&C Project No. 50 J45-00-03

***Almedia Road Widening LA 50, Planning and Construction (\$36,700 Local match)
(St. Charles)***

COSTS AND FUNDS THIS AGREEMENT (\$):

<u>COST CATEGORIES</u>	<u>CAPITAL OUTLAY CASH</u>	<u>NON-CASH LINE OF CREDIT</u>	<u>OTHER</u>	<u>TOTAL</u>
REAL ESTATE	_____	_____	_____	_____
PLANNING	_____	_____	_____	_____
CONSTRUCTION	<u>\$107,800</u>	_____	<u>\$36,700</u>	<u>\$144,500</u>
MISC.	_____	_____	_____	_____
EQUIPMENT	_____	_____	_____	_____
ESCROW	_____	_____	_____	_____
FP&C ADMIN.	<u>\$2,200</u>	_____	_____	<u>\$2,200</u>
TOTAL COSTS AND FUNDS	<u>\$110,000</u>	_____	<u>\$36,700</u>	<u>\$146,700</u>

1 Planning Costs shall not exceed 10% of Construction Costs. Miscellaneous Costs shall not exceed 5% of Construction Costs

2. Capital Outlay Cash includes General Funds, NRP Bonds, Cash Line of Credit and/or Bonds sold.