

Reso.

**2010-0299**

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

**RESOLUTION NO. 5768**

A resolution to approve and authorize the execution of a Cooperative Endeavor Agreement between the State of Louisiana Department of Treasury and Parish of St. Charles for funding in the amount of \$100,000 for the construction of the new Emergency Operations Center.

**WHEREAS**, Act No.41 of the 2010 Regular Session of the Louisiana Legislature included funding for said project in the amount of \$100,000.00; 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 Treasury and the Parish of St. Charles for funding in the amount of \$100,000 for the construction of the new Emergency Operations Center.

**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, RAYMOND, TASTET, BENEDETTO, HOGAN, COCHRAN, LAMBERT, NUSS

**NAYS:** NONE

**ABSENT:** AUTHEMENT

And the resolution was declared adopted this 7th day of September, 2010, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Billy Raymond, Sr.  
SECRETARY: Christina Jacob Tucker  
DLVD/PARISH PRESIDENT: September 8, 2010  
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: [Signature]  
RETD/SECRETARY: September 9, 2010  
AT: 1:40pm RECD BY: [Signature]

**LINE ITEM APPROPRIATIONS  
COOPERATIVE ENDEAVOR AGREEMENT  
by and between  
DEPARTMENT OF THE TREASURY, STATE OF LOUISIANA**

**and**

Parish of St. Charles

THIS COOPERATIVE ENDEAVOR by and between The State of Louisiana, through its Department of the Treasury (State and/or Agency) and Parish of St. Charles (Contracting Party) officially domiciled at 15045 River Road, Hahnville, Louisiana 70057, whose mailing address is Post Office Box 302, Hahnville, Louisiana 70057.

**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 41 of the 2010 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 41 contains **two** line item appropriations (**\$50,000 and \$50,000**) for which the Agency is responsible for monitoring and other matters under the Act and referenced Executive Order, for the benefit of the Contracting Party of which the sum of One Hundred THOUSAND & NO/100 (\$100,000) DOLLARS has been allocated for this program/project, as set forth in the Attachment A, which is attached to this Agreement and made a part hereof;

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

1.4 WHEREAS, the public purpose is described as: To improve St. Charles Parish’s ability to coordinate emergency management services by hiring a professional construction company to construct one (1) new emergency operations center in St. Charles Parish;

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; and has made the various Attachments to this Agreement a part hereof by reference;

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: Hire a professional construction company to construct one (1) new emergency operations center in St. Charles Parish to improve the parish's ability to coordinate emergency management services in the parish.

2.2 Deliverables: 1. To hire a professional construction company to construct one (1) new emergency operations center in St. Charles Parish.

The Contracting Party will provide to the 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 quarterly **Cost Reports (Attachment D)** which provide detailed cost information outlining the use of the above referenced appropriated funds. **Attachment C, Progress Report** and **Attachment D, Cost Report** are made a part of this Agreement by reference. These reports that are to be provided quarterly shall be due and delivered to the Agency on or before the 31<sup>st</sup> of October for the quarter ending September 30, the 31<sup>st</sup> day of January for the quarter ending December 31, the 30<sup>th</sup> day of April for the quarter ending March 31, and the 15<sup>th</sup> day July for the quarter ending June 30, there being no exceptions or waivers of this July reporting due date.

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 Agreement . The **Budget** for this project shall not exceed the total sum of One Hundred THOUSAND & NO/100 (\$100,000) DOLLARS which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this Agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the categories shown on the **Attachment B - Budget**, without the **prior** approval of the State. **Attachment B Page 2 - Staffing Chart** and **Attachment B Page 3 - Schedule of Professional and Other Contracting Services** are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

2.4 Disclosure and Certification Statement(s): **Attachment E - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this **Attachment E**, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in **Attachment B Page 3** and any attachments thereto, **Attachment E-1 - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph. For public or quasi-public entities which are recipients under Act 11 of 2010 or Act 41 of 2010, and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment B) to the Legislative Auditor.

**ARTICLE III**  
**CONTRACT MONITOR**

3.1 The Contract Monitor for this Agreement is the Audit and Compliance Division of the Department of the Treasury.

3.2 **Monitoring Plan:** During the term of this Agreement, the Contracting Party shall discuss with the 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. The Contract Monitor shall review and analyze the Contracting Party's **Plan** to ensure the Contracting Party's compliance with the requirements of the Agreement.

The Contract Monitor shall also review and analyze the Contracting Party's written, **Attachment C-Progress Report** and **Attachment D-Cost Report** and any work product for compliance with the Scope of Services; and shall

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
2. Contact the Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or e-mail contact with the Contracting Party on Agreement 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 assure that performance goals are being achieved, and to verify information when needed.
4. Assure that expenditures or reimbursements requested in **Attachment D-Cost Report** are in compliance with the approved **Budget** in **Attachment A Plan**. The Contract Monitor shall coordinate with the Agency's fiscal office for reimbursements to Contracting Party and shall contact the Contracting Party for further details, information for documentation when necessary.

Between required performance reporting dates, the Contracting Party shall inform the Contract Monitor of any problems, delays or adverse conditions which 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. The Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance which may be needed to resolve the situation.

**ARTICLE IV**  
**PAYMENT TERMS**

4.1 Payment shall be made to the Contracting Party under the terms and conditions of one of the following plans (*Please check one*):

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

\_\_\_\_\_ **PLAN B:** One initial payment limited to no more than 25% of the total line item appropriation shall be made to the Contracting Party in advance of services being performed **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan), and the Cooperative Endeavor Agreement is approved by the Office of Contractual Review or other delegated authority.

\_\_\_\_\_ **PLAN C:** Payment of 100% of the line item appropriation shall be made to the Contracting Party in advance of purchasing equipment or other similar expenditures **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan) indicating that there is no other source of funding available to make the purchase to satisfy the goals and objectives of the project, and the Cooperative Endeavor Agreement is approved by the Office of Contractual Review or other delegated authority.

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 periodic invoices for reimbursement. If reimbursement is sought for meals, which under Memorandum No. 49 are based upon departure and return times and dates that are properly set forth on the State Travel Expense Report, the Contracting Party shall fully complete and submit such Travel Expense Report, attached hereto as **Attachment F**, in addition to all other required submissions, for such reimbursement.

4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2010 and June 30, 2011, 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 or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2011, **MUST**, under all circumstances, be received by the Agency no later than July 15, 2011, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

Payments by the State under this Agreement will not be released or provided to the Contracting Party if, when, and long as, the Contracting Party fails or refuses to comply with the provisions of R.S. 24:513. No Contracting Party shall be considered to fail or refuse to comply with the provisions of R.S. 24:513 during any extension of time to comply granted by the legislative auditor to the Contracting Party.

4.4 The Contract Monitor shall monitor disbursements on a quarterly basis. Under circumstances such that the recipient entity 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 entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient 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 within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget.

If the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the Agreement shall be turned over to the Attorney General's Office, Department of Collections for collection purposes.

4.5 Taxes: The 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 the 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 the Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the 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 the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The 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 the Agreement at any time by giving thirty (30) days written notice to Contracting Party. Upon receipt of notice, the 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. The 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 the Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at the 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 the 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 The 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 the 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 Each Contracting Party may 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. This evaluation shall be based upon the progress reports and cost reports as provided and certified by the Contracting Party under the requirements of this Agreement, as well as any site visits that may be made under the provisions this Agreement, 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 the Contracting Party which relate to this Agreement.

10.2 The Contracting Party 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 this Agreement and any subcontracts 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, or other delegated authority **prior to the alteration, variation, modification or waiver of any provision of this Agreement.**

**ARTICLE XII**  
**FISCAL FUNDING CLAUSE**

12.1 The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the legislature. 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 July 1, 2010 and shall terminate on June 30, 2011.

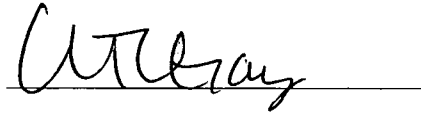
**ARTICLE XIV**  
**DISCRIMINATION CLAUSE**

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 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 the Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. The Contracting Party agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

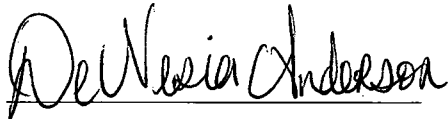
THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 28<sup>th</sup> day of October, 2010

**WITNESSES:**

**DEPARTMENT OF THE TREASURY**  
**STATE OF LOUISIANA**



  
*Agency Head or designee*

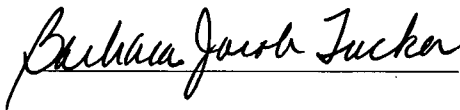


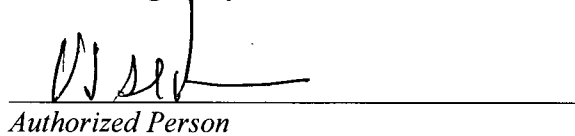
Hon J. Henson  
*Print Name and Title*

THUS DONE AND SIGNED AT Hahnville, Louisiana on the 9<sup>th</sup> day, of September, 2010

**WITNESSES:**

**Contracting Party**



  
*Authorized Person*

Valerie Barthelot

V.J. St. Pierre, Jr., Parish President  
*Print Name and Title*



# ATTACHMENT A - PLAN

Act 41 of 2010

20-945

NAME OF CONTRACTING PARTY:  
Parish of St. Charles

NAME AND BRIEF NARRATIVE OF PROGRAM:

Construct a New Emergency Operations Center in St. Charles Parish

**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.*)  
To improve St. Charles Parish's ability to coordinate emergency management services by hiring a professional construction company to construct one (1) new emergency operations center in St. Charles Parish.

2. Program Objective(s) (*Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal, that identify the expected outcomes and results. The program objective must include a percentage, a specific dollar amount or a number.*)  
Provide \$100,000 toward the construction of one (1) new emergency operations center in St. Charles Parish by June 30, 2011.

3. Relevant Activity (Activities) (*An activity is a distinct subset of functions or services within a program to meet the Program Objective.*)  
Hire a professional construction company to construct one (1) new emergency operations center.

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. A Performance Measure must be designated as a percentage, a specific dollar amount or a number.*)  
Amount paid toward the construction of one (1) new emergency operations center in St. Charles Parish.

**ATTACHMENT B**  
Page 1  
**Project Budget (2010-2011)**  
Act 41 of 2010

20-945

Parish of St. Charles

**Anticipated Income or Revenue**

**Sources** *(list all sources of revenue)*

	<b><u>Amounts</u></b>
1. Act 41 of the 2010 Funding	\$ 100,000
2. State Capital Outlay	\$ 945,600
3. FEMA FY2008 EOC Program Grant	\$ 750,000
4. St. Charles Parish General Fund	<u>\$2,106,390</u>
<b>Total all sources</b>	<b><u><u>\$3,901,990</u></u></b>

**Anticipated Expenses**

**Expense Categories**

	<b><u>Total Amount</u></b>	<b><u>Amount Line Item Appropriation</u></b>
	<i>(see footnote 1 below)</i>	<i>(see footnote 2 below)</i>
Gross Salaries(See Attachment B, page 2)	\$	\$
Related Benefits (employer share)	\$	\$
Travel	\$	\$
Operating Services:		
Advertising	\$	\$
Printing	\$	\$
Insurance	\$	\$
Maintenance of auto, movable property	\$	\$
Maintenance of building and grounds	\$	\$
Rentals	\$	\$
Software licensing	\$	\$
Dues and Subscriptions	\$	\$
Telephones and Internet Service	\$	\$
Postage	\$	\$
Utilities	\$	\$
Other	\$	\$
Office Supplies	\$	\$
Professional & Contract Services (See Attachment B, page 3)	\$3,901,990	\$100,000
Other Charges (See Attachment B, Page 4)	\$	\$
Acquisitions & Major Repairs	\$	\$
<b>Total Use of the Appropriation</b>	<b><u><u>\$3,901,990</u></u></b>	<b><u><u>\$100,000</u></u></b>

*(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 and Other Charges shall be detailed using pages 2, 3 and 4 of Attachment B).*

*All numbers must be rounded to the nearest dollar.*

Footnote (1) This column represents expenditures by category and **MUST** equal total sources listed above.

Footnote (2) This column represents the portion of expenditures by category funded by the state appropriation provided by this Cooperative Endeavor Agreement.

# ATTACHMENT B

Page 2

## Staffing Chart

Act 41 of 2010

20-945

Name of Contracting Party: Parish of St. Charles

Name of Program: Construct a New Emergency Operations Center in St. Charles Parish

Name	Title	Total Annual Salary Amount	Total Salary Paid by Appropriation		Related Benefits	Full time or Part Time # of months
			Amount	Percentage		
N/A						

Totals \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

# ATTACHMENT B

Page 3

## Schedule of Professional and Other Contract Services

Act 41 of 2010

20-945

Name of Contracting Party: Parish of St. Charles Name of Program: Construct a New Emergency Operations Center in St. Charles Parish	Nature of Work Performed and Justification for Services	Total Contract Amount	Total Paid by Appropriation
TBD--Contractor	Professional construction company will construct one (1) new emergency operations center in St. Charles Parish.	\$3,901,990	\$100,000
Totals		\$3,901,990	\$100,000

# ATTACHMENT B

Page 4

## Schedule of Other Charges

Act 41 of 2010

20-945

Name of Contracting Party: Parish of St. Charles

Name of Program: Construct a New Emergency Operations Center in St. Charles Parish

Provide a description of the intended use of the funds listed in Other Charges and the dollar amount. Each use should be listed separately. Do not budget funds in Other Charges that can be placed in another expenditure category.	List dollar Amount for each use
N/A	
Total – Should agree with Attachment B, page 1	

**ATTACHMENT B-SUPPLEMENT**

**Business Plan**

**Narrative Justification for Plan B or Plan C**

Act 41 of 2010

20-945

Parish of St. Charles

N/A

# ATTACHMENT C

## Progress Report

Act 41 of 2010

20-945

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

**Name of Contracting Party:** Parish of St. Charles

**Contact Name:** Holly Fonseca

**Telephone:** 985 783-5170 **Fax:** 985 783-2187

<b>Goal:</b> To improve St. Charles Parish's ability to coordinate emergency management services by hiring a professional construction company to construct one (1) new emergency operations center in St. Charles Parish.	
<b>Objective(s):</b> To provide \$100,000 toward the construction of one (1) new emergency operations center in St. Charles Parish by June 30, 2011.	
<b>Activity(Activities) Performed:</b> Hire a professional construction company to construct a new emergency operations center.	
<b>Performance Measure(s):</b> Amount paid toward the construction of a new emergency operations.	1. % 2. \$ amt. 3. or number complete

*I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.*

Signature of Authorized Person \_\_\_\_\_

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

Print Name and Title

\_\_\_\_\_ Date

# ATTACHMENT D

## Cost Report for the Period of \_\_\_\_\_ to \_\_\_\_\_

(Expense categories & dollar amounts must reflect those listed in "Attachment B" project budget.)  
Act 41 of 2010 20-945

**Name of Contracting Party:** Parish of St. Charles

**Name of Program:** Construct a New Emergency Operations Center in St. Charles Parish

Expense Category	Amount of Line Item Appropriation from Attachment B-pg 1	(Quarterly) Expenditures (Monthly)*	Total Cumulative Year to Date Expenditures	Balance Remaining
Gross Salaries				
Related Benefits (employer share)				
Travel				
Operating Services:				
Advertising				
Printing				
Insurance				
Maintenance of auto, movable property				
Maintenance of building and grounds				
Rentals				
Software licensing				
Dues and Subscriptions				
Telephones and Internet Service				
Postage				
Utilities				
Other				
Office Supplies				
Professional Services	\$100,000			
Other Charges				
Acquisitions & Major Repairs				
<b>Totals</b>	<b>\$100,000</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

\* Should reflect contract payment terms, quarterly or monthly. Include a copy of the check for each expense submitted with this report.

**I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.**

\_\_\_\_\_  
Signature of Authorized Person

Y.J. St. Pierre, Jr., Parish President  
Print Name and Title

\_\_\_\_\_  
Date





**ATTACHMENT E**  
**Disclosure and Certification Statement**

Act 41 of 2010

20-945

**Contractor's Name:** Parish of St. Charles

**Contractor's Mailing Address:** Post Office Box 302, Hahnville, Louisiana 70057

**Name of Program:** Construct a New Emergency Operations Center in St. Charles Parish

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

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

**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

Billy Raymond, Sr., Chairman

Larry Cochran, Vice-Chairman

John "Rusty" Walker, Chief Operating Officer

Grant Dussom, CPA, Finance Director

Timothy J. Vial, Chief Administrative Officer

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, Post Office Box 302, Hahnville, Louisiana 70057

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

Scott Whelchel, Director, St. Charles Parish Dept. of Emergency Preparedness, Post Office Box 302, Hahnville, Louisiana 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.**

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.

**Attach a completed Federal Form W-9 (Request for Taxpayer Identification Number and Certification)**

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.



\_\_\_\_\_  
Signature of Authorized Person

V.J. St. Pierre, Jr., Parish President  
Print Name and Title

9/9/10  
Date

## Request for Taxpayer Identification Number and Certification

**Give form to the  
requester. Do not  
send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return) <b>Parish of St. Charles</b>	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee	
	<input checked="" type="checkbox"/> Other (see instructions) ▶ <b>Local Government</b>	
	Address (number, street, and apt. or suite no.) <b>P.O. Box 302</b>	Requester's name and address (optional)
	City, state, and ZIP code <b>Hahnville, LA 70057</b>	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number
<b>72                      6001208</b>

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>9/9/10</b>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**ATTACHMENT E-1**  
**Disclosure and Certification Statement**

Act 41 of 2010

20-945

**Contracting Party:** Parish of St. Charles

**Name of Program:** Construct a New Emergency Operations Center in St. Charles Parish

**Sub-Contractor's Name:** TBD--Contractor

**Sub-Contractor's Mailing Address:**

**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.**

**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:**

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

**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.**

- 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 I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.**

\_\_\_\_\_  
**Signature of Subcontractor (*authorize person*)**

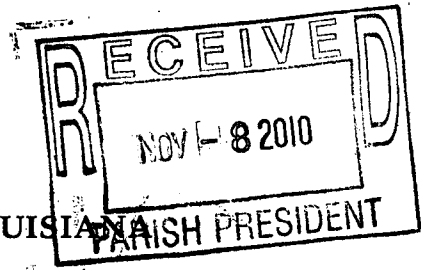
\_\_\_\_\_  
**Print Name and Title**

\_\_\_\_\_  
**Date**





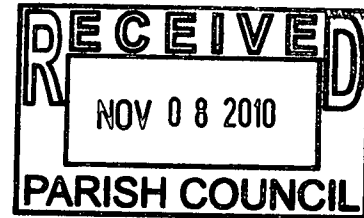
TREASURER OF THE STATE OF LOUISIANA



John Neely Kennedy  
State Treasurer

P. O. Box 44154  
Baton Rouge, LA 70804  
(225) 342-0010  
l.treasury.com

November 3, 2010



Honorable V. J. St. Pierre, Jr., Parish President  
Parish of St. Charles  
P. O. Box 302  
Hahnville, LA 70057

RE: Act 41 Line Item Appropriation  
CEA # 11-110

Dear President Pierre:

Enclosed please find a copy of the executed Cooperative Endeavor Agreement between Parish of St. Charles and the Department of the Treasury, State of Louisiana.

In accordance with Section 2.2 of the agreement, you are required to submit quarterly completed Attachments C, D, D-1 (if appropriate) and invoices and/or check copies to substantiate the expenditures of these funds. This information must be organized, totaled and presented to Treasury by expense category as listed in the Budget on Attachment B of the agreement. Reimbursements will be made based on these reports.

Please note that the monies are to be expended within the terms of the contract.

If we can be of further assistance, please do not hesitate to contact Mr. Kenneth Comeaux of this office at (225) 342-3603.

Sincerely,

Gary K. Hall  
Chief Financial Officer

GKH:jls

Enclosure