

STATE OF LOUISIANA
COOPERATIVE ENDEAVOR AGREEMENT
STATE PROJECT NO. 502-99-0005

THIS COOPERATIVE ENDEAVOR, made and entered into this 4th day of November 2008 by and between the Louisiana Department of Transportation & Development of the State of Louisiana, hereinafter referred to as “State,” and/or “Agency” and the St. Charles Parish Government officially domiciled at P.O. Box 302, Hahnville, LA 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 St. Charles Parish Government of which the sum of TWO-HUNDRED THOUSAND & NO/100 (\$200,000) DOLLARS has been allocated for this project, as set forth in Attachment A Plan, 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 provide funds to purchase pumps as part of a drainage improvement effort for the town of Montz, La. St. Charles Parish has experienced flooding problems during hurricanes and heavy rain events due to the backflow of water from Lake Pontchartrain to Montz from Prescott Canal coupled with the improper conveyance of water from Evangeline Road. Pontchartrain Levee District, on behalf of St. Charles Parish proposes to address the problem by: replacing an existing culvert, constructing a ring levee on the north side of US 61 near Prescott Road, installing temporary pumps and cleaning adjacent drainage ditches. These structures will remain in place until Pontchartrain Levee District completes the West Shore Hurricane Protection levee allowing the return of the area to its natural state. The funds asked for here are to supplement the cost of these drainage improvements, specifically for the purchase of the pumps. St. Charles Parish will maintain the interim structures for the duration of their existence.

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with the governor’s Executive Orders BJ 2008-29 and BJ 2008-30 on accountability for line item appropriations; and is attached to this agreement and 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: comply with the U.S. Army Corp of Engineers project maintenance standards & procedures in order to maintain the integrity of the levee system of St. Charles Parish Government.

2.2 Deliverables: The levee district shall use funding provided to purchase pumps as part of a drainage improvement effort for the city of Montz, La. As described in Section 1.4.

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 quarterly **Cost Reports (Attachment D)** which provide detailed cost information outlining the use of appropriated funds. **Attachment C Progress Report** and **Attachment D Cost Report** 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 the anticipated expenditures provided by this cooperative endeavor. The **Budget** for this project shall not exceed the total sum of TWO-HUNDRED THOUSAND DOLLARS (\$200,000) 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** attached as "Attachment B", without the prior approval of State.

ARTICLE III
CONTRACT MONITOR

3.1 The Contract Monitor for this contract is the Director of Federal Programs, DOTD Public Works.

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** and **Cost Reports** 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 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 assure that performance goals are being achieved, and to verify information when needed.

4. Assure that expenditures or payment requested in **Cost Reports** are in compliance with the approved **Budget**. Contract Monitor shall coordinate with agency's fiscal office for payment 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 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. 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 Provided Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of State, payment to the Contracting Party shall be made by the State of a maximum amount of \$200,000.00, after receipt from the Contracting Party and approval by State of quarterly **Cost Reports** requesting payment 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 paid only in the event that this agreement provides for such payment, 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 expenses or travel expenses must be provided or attached to periodic invoices for payment.

4.3 Payment under this agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2008 through 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 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 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 the 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 notation), 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 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the provider is below the amount for which an audit is required under R.S. 24:513, the transferring 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 which 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 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, 2008 and shall terminate on June 30, 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 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 _____, Louisiana, on the ____ day, of _____, 2008

WITNESSES:

Agency Name

Mr. Edmond J. Preau
Acting Assistant Secretary
Public Works, Hurricane Flood Protection &
Intermodal Transportation

THUS DONE AND SIGNED AT _____, Louisiana on the ____ day, _____, 2008

WITNESSES:

Contracting Party

Mr. V.J. St. Pierre
Parish President
St. Charles Parish Government

“ATTACHMENT A” PLAN	NAME OF CONTRACTING PARTY: St. Charles Parish Government
	NAME AND BRIEF NARRATIVE OF PROGRAM: Interim Levee & Temporary Prescott Canal Drainage Improvements
Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). <u>What are the goals, objective(s), expected outcomes/results for this program:</u> 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.	
<p>1. Program Goal (<i>Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.</i>) The Pontchartrain Levee District will construct an interim levee and temporary drainage improvement at Prescott Canal near Prescott Road and US 61 in Montz, Louisiana, on behalf of St. Charles Parish. The project includes the replacement of an existing culvert to allow for better conveyance of water, construction of a ring levee on the north side of US 61, installation of temporary pumps and cleaning of adjacent drainage ditches. The funds will be use to purchase the pumps for the project.</p>	
<p>2. Program Objective(s) (<i>Objectives are intermediate outcomes—specific, measurable steps towards accomplishing the goal They identify the expected outcomes and results.</i>) Complete construction to achieve goal.</p>	
<p>3. Relevant Activity (Activities) (<i>An activity is a distinct subset of functions or services within a program.</i>) Construction</p>	
<p>4. Performance Measure(s) (<i>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.</i>) Success will be measured by: completed construction of the interim levee and temporary drainage improvements to the satisfaction of the Pontchartrain Levee District and the Parish of St. Charles and in accordance with the design and construction documents. This will provide temporary drainage and flood protection for the Montz area of St. Charles Parish in storm surge and rain event conditions.</p>	

“ATTACHMENT B”

Page 1

Project Budget (2008-09)

St. Charles Parish Government

Anticipated Income or Revenue

<u>Sources</u> <i>(list all sources of revenue)</i>	<u>Amounts</u>
St. Charles Parish	\$112,000
<u>Line Item Appropriation thru LADOTD (anticipated)</u>	<u>\$200,000</u>
Total	\$312,000

Anticipated Expenses

<u>Expense Categories</u>	<u>Total Amount</u>	<u>Amount of Line Item Appropriation</u>
Operating Services		
<u>Equipment (Pumps for drainage)</u>	<u>\$ 312,000</u>	<u>\$ 200,000</u>
Total Use of the Appropriation	\$ 312,000	\$ 200,000

(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: ST. CHARLES PARISH GOVERNMENT

Name of
Program: Interim Levee & Temporary Prescott Canal Drainage Improvements

Name	Title	Total Salary Amount	Total Salary Paid by Appropriation Percentage		Related Benefits	Full time or Part Time # of months
			NOT PAID THROUGH APPROPRIATION			

ATTACHMENT B
Page 3
SCHEDULE OF PROFESSIONAL AND OTHER CONTRACT SERVICES

Name of Organization: ST. CHARLES PARISH GOVERNMENT

Name of Program: Interim Levee & Temporary Prescott Canal Drainage Improvements

Name and Address of Individual and/or Firm	Nature of Work Performed and Justification for Services	Total Contract Amount	Total Paid by Appropriation
BLD Services, LLC	Purchase of pumps as part of drainage improvement effort	\$200,000	\$200,000

“ATTACHMENT C”

Progress Report

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

Organization: ST. CHARLES PARISH GOVERNMENT

Contact Name: Holly Fonseca_____

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

Goal: The Pontchartrain Levee District will construct an interim levee and temporary drainage improvement at Prescott Canal near Prescott Road and US 61 in Montz, Louisiana, on behalf of St. Charles Parish. The project includes the replacement of an existing culvert to allow for better conveyance of water, construction of a ring levee on the north side of US 61, installation of temporary pumps and cleaning of adjacent drainage ditches. The funds will be use to purchase the pumps for the project.	% Complete
Objective(s): Complete construction to achieve goal.	
Activity(Activities) Performed:	
Performance Measure(s): Success will be measured by: completed construction of the interim levee and temporary drainage improvements to the satisfaction of the Pontchartrain Levee District and the Parish of St. Charles and in accordance with the design and construction documents. This will provide temporary drainage and flood protection for the Montz area of St. Charles Parish in storm surge and rain event conditions.	

“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				
Maintenance Materials & Supplies				
Rentals				
Dues/Subscriptions				
Telephones				
Postage				
Utilities				
Other				
Office Supplies				
Professional 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 GOVERNMENT

**Contractor’s Mailing Address: PO Box 302
Hahnville, La 70057**

Organization Type: LEVEE DISTRICT

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, President (St. Charles Parish)
P.O. Box 302
Hahnville, LA 70057
(985) 783-5000**

**Dennis Nuss, Chairman
P.O. Box 302
Hahnville, LA 70057
(504) 915-4062**

**Sam Scholle, Director of Public Works and Wastewater
(St. Charles Parish)
P.O. Box 705
Luling, LA 70070
(985) 783-5102**

**John “Rusty” Walker, Chief Operating Officer
P.O. Box 302
Hahnville, LA 70057
(985) 783-5000**

**Timothy J. Vial, Chief Administrative Officer
P.O. Box 302
Hahnville, LA 70057
(985) 783-5000**

List any person receiving anything of economic value from this agreement if that person is a member of the immediate family of an individual who holds a state elected office or who is a state 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.
(On recent audit, auditor noted only one office employee at a time. A second employee is scheduled to start in September.)**
- () **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.

ST. CHARLES PARISH GOVERNMENT

V. J. St. Pierre
Parish President