

*Reso.*  
**2008-0471**

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

**RESOLUTION NO. 5596**

A resolution to approve and authorize the execution of a Cooperative Endeavor Agreement between the State of Louisiana Governor's Office of Homeland Security and Emergency Preparedness and St. Charles Parish for funding for additional equipment to expand the existing AM Emergency Advisory Radio System.

**WHEREAS,** Act No.19 of the 2008 Regular Session of the Louisiana Legislature included funding for said project in the amount of \$46,875.00; 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 Transportation and Development and St. Charles Parish for funding for an AM Emergency Advisory Radio System.

**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, LAMBERT, NUSS

**NAYS:** NONE

**ABSENT:** COCHRAN

And the resolution was declared adopted this 1st day of December, 2008, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *[Signature]*

SECRETARY: *Barbara J. Tucker*

DLVD/PARISH PRESIDENT: December 2, 2008

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: *[Signature]*

RETD/SECRETARY: December 2, 2008

AT: 4:30 pm RECD BY: *[Signature]*

**LINE ITEM APPROPRIATIONS  
COOPERATIVE ENDEAVOR AGREEMENT**

**BY AND BETWEEN**

**GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS  
(GOHSEP), STATE OF LOUISIANA**

**AND**

**PARISH OF ST. CHARLES**  
(Complete name of Recipient/Contracting Party)

THIS COOPERATIVE ENDEAVOR by and between the **State of Louisiana**, through its Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), hereinafter referred to as "State," and/or "Agency" and Parish of St. Charles officially domiciled at P.O. Box 302, 15045 River Road, 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, for which the Agency is responsible for monitoring and other matters under the Act and the hereinafter referenced Executive Order, for the benefit of the Contracting Party, of which the sum of FORTY-SIX THOUSAND EIGHT HUNDRED SEVENTY-FIVE & NO/100 (\$46,875) DOLLARS has been allocated for this Program/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 Program/Project as hereinafter provided;

1.4 WHEREAS, the public purpose is described as: To lead the citizens of the Parish to prepare for, prevent, respond to and recover from, all natural and manmade emergencies and disasters.

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: agree to apply said funds towards salaries or expenses related directly to the operations of the local Office of Homeland Security and Emergency Preparedness, including the attendance of the parish Director at the annual Parish Directors Conference. Recipients further agree that those parishes that determine their existing salaries for Directors are sufficient, the funds shall be used solely for the purpose of operating the Parish Office of Homeland Security and Emergency Preparedness to include but not limited to: utilities, office equipment, support staff (including raising salaries of existing personnel), travel for the Director or staff, and other related expenses. These funds can not be used to supplant current budgets, and are designed for enhancements and additions to assist the respective parish office in their function of being responsible for homeland security and emergency preparedness in the parish.

**2.2** Deliverables: (1) Two training courses that relate to Homeland Security and Emergency Preparedness will be attended by the Director, one being the annual Parish Directors Conference; and (2) Increased staffing, operating expenses and/or equipment to enhance the Parish Office of Emergency Preparedness and Homeland Security.

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**" **Page 1 Project Budget**, which is attached hereto and made a part hereof by reference and shows the anticipated expenditures provided by this Agreement. The **Budget** for this project shall not exceed the total sum of FORTY-SIX THOUSAND EIGHT HUNDRED SEVENTY-FIVE & NO/100 (\$46,875) 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.

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

**3.1** The Contract Monitor for this contract is the Support Services Division of the Governor's Office of Homeland Security and Emergency Preparedness.

**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, 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 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, 2009, MUST, under all circumstances, be received by the Agency no later than July 15, 2009, 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, 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 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 \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

WITNESSES:

GOVERNOR'S OFFICE OF HOMELAND SECURITY  
AND EMERGENCY PREPAREDNESS (GOHSEP),  
STATE OF LOUISIANA

Kathy Selbach

Fred Palmer  
Agency Head Name, Title

THUS DONE AND SIGNED AT Hahnville, Louisiana on the 2<sup>nd</sup> day, of December, 2008.

WITNESSES:

Contracting Party

Barbara Jacob Tucker

W. St. Pierre

Authorized Person Signature, Date

Valerie Berthelot

V.J. St. Pierre, Parish President

Authorized Person, Print Name and Title

**APPROVED**  
Office of the Governor  
Office of Contractual Review

JAN 9 2009

Susan Smith

DIRECTOR



<p align="center"><b>“ATTACHMENT A” PLAN</b> <b>Act 19 of 2008</b></p>	<p>NAME OF CONTRACTING PARTY: Parish of St. Charles</p>
<p>NAME AND BRIEF NARRATIVE OF PROGRAM: <u>Director of the Parish Office of Emergency Preparedness (OEP) – to fund salary and related expenses for the director of the parish OEP</u></p>	<p><b>Program Goal, Objective(s), Expected Outcomes/Results Activities and Related Performance Measure(s) (Duplicate pages as needed for each goal identified). What are the goal, objective(s), expected outcomes/results for this program:</b> 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>
<p>1. Program Goal (<i>A Goal is the intended broad, long-term results. A Goal is a clear statements of the general end purposes toward which efforts are directed.</i>)</p> <p>To apply said funds solely towards the salary of their respective Director of Homeland Security and Emergency Preparedness (Director), for those expenses related to the operation of the parish emergency operations center and the attendance of the parish Director at the annual Parish Directors Conference. Recipients further agree that those parishes whose Director is currently receiving a salary, that the funds, which would otherwise be used to pay the salary of the parish Director, shall be used solely for the purpose of operating the Parish Office of Homeland Security and Emergency Preparedness, i.e. utilities, office expenses, support staff, travel for the respective Director or staff, etc.</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>)</p> <p>(1) Two training courses that relate to Homeland Security and Emergency Preparedness will be attended by the Director, one being the annual Parish Directors Conference by June 30, 2009; and (2) Staffing, operating expenses, supplies, etc are available to operate the Parish Office of Homeland Security and Emergency Preparedness by June 30, 2009.</p>
<p>3. Relevant Activity (Activities) (<i>An activity is a distinct subset of functions or services within a program.</i>)</p> <p>1. The Director will register and attend training courses within the homeland security and emergency preparedness arena to include but not limited to the Parish Directors conference. Other courses that qualify include NIMS courses, FEMA Courses and other training to enhance emergency operations and preparedness.</p> <p>2. Increased staffing, operating expenses and/or equipment to enhance the Parish Office of Emergency Preparedness and Homeland Security.</p>	<p>4. Performance Measure(s) MUST BE A DOLLAR AMOUNT, a NUMBER or a PERCENTAGE, (A numeric measure of achievement of the objective such as number of clients served, percentage of completion of the objective or number of items purchased.)</p> <p>1. Total number of training courses attended by the Director.</p> <p>2. Percentage of total amount provided by this Cooperative Endeavor spent on staffing, office expenses and equipment relating to Homeland Security and Emergency Preparedness responsibilities.</p>

**ATTACHMENT B**  
Page 1  
**Project Budget (2008-09)**  
Act 19 of 2008

**Type Name of Contracting Party**

**Anticipated Income or Revenue**

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

1. Line Item Appropriation

2. Parish of St. Charles

3.

Total all sources

**Amounts**

\$ 46,875

\$ 16,440

\$

\$ 63,315

**Anticipated Expenses**

**Expense Categories**

**Total Amount**

*(see footnote 1 below)*

**Amount Line Item**  
**Appropriation**

*(see footnote 2 below)*

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)*

Other Charges (See Attachment B, Page 4)

\$

\$

Acquisitions & Major Repairs (AM Emergency

\$ 63,315

\$ 46,875

Advisory Radio System Equipment)

Total Use of the Appropriation

\$ 63,315

\$ 46,875

*(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 19 of 2008**

Name of Contracting Party: Parish of St. Charles

Name of Program: Parish Office of Emergency Preparedness (OEP) Line Item Appropriation

Name	Title	Total Annual Salary Amount	Total Salary Paid by Appropriation		Related Benefits	Full Time or Part Time; # of months & # of hrs per week
			Amount	Percentage		
Funds from the Line Item Appropriation will not be used for staffing expenses.		\$	\$	%	\$	

TOTAL \$ \_\_\_\_\_ \$ \_\_\_\_\_

ATTACHMENT B  
Page 3  
SCHEDULE OF PROFESSIONAL AND OTHER CONTRACT SERVICES  
Act 19 of 2008

Name of Contracting Party: Parish of St. Charles

Name of Program: Parish Office of Emergency Preparedness (OEP) Line Item Appropriation

Name and Address of Individual and/or Firm	Nature of Work Performed and Justification for Services	Total Contract Amount	Total Paid by Appropriation
Funds from the Line Item Appropriation will not be used for professional or other contract services.		\$	\$

TOTAL \$ \_\_\_\_\_ \$ \_\_\_\_\_

**ATTACHMENT B**  
**Page 4**  
**SCHEDULE OF OTHER CHARGES**  
**Act 19 of 2007**

Name of Contracting Party: Parish of St. Charles

Name of Program Parish Office of Emergency Preparedness (OEP) Line Item Appropriation

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
1. Not Applicable	
Total – Should agree with Attachment B, page 1	\$

# **ATTACHMENT B-SUPPLEMENT**

## **Business Plan**

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

Act 19 of 2008

#### **Type Name of Contracting Party**

Not Applicable

# **"ATTACHMENT C"**

## **Progress Report for the Period of** \_\_\_\_\_ **to** \_\_\_\_\_

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

**Name of Program:** \_\_\_\_\_ **Parish Office of Emergency Preparedness (OEP) Line Item Appropriation**

*(To be submitted quarterly showing progress achieved. You may duplicate pages as needed. Each Page must be signed.)*

Act 19 of 2008

**Contact Name:** Holly Fonseca

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

**Goal:**

To apply said funds solely towards the salary of their respective Director of Homeland Security and Emergency Preparedness (Director), for those expenses related to the operation of the parish emergency operations center and the attendance of the parish Director at the annual Regional Directors Conference. Recipients further agree that those parishes whose Director is currently receiving a salary, that the funds, which would otherwise be used to pay the salary of the parish Director, shall be used solely for training and related costs, i.e. travel for the respective Director.

**Objective(s):**

(1) Two training courses that relate to Homeland Security and Emergency Preparedness will be attended by the Director, one being the annual Regional Directors Conference by June 30, 2009; and (2) the line item appropriation of \$46,875.00 will be spent on equipment relating to Homeland Security and Emergency Preparedness responsibilities by the Parish's local emergency and first responders by June 30, 2009.

**Activity(Activities) Performed:**

**Performance Measure(s):** List each performance measure

1. Total number of training courses attended by the Director.
2. Total spent on equipment relating to Homeland Security and Emergency Preparedness responsibilities.

**Must use number, dollar amt. or % complete**

- 1.
- 2.

***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**

**Date**

# **“ATTACHMENT D”**

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

Name of Contracting Party: Parish of St. Charles

Name of Program: Parish Office of Emergency Preparedness (OEP) Line Item Appropriation

Act 19 of 2008

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				
Other Charges				
Acquisitions & Major Repairs				
Totals	\$	\$	\$	\$

\* Should reflect contract payment terms, quarterly or monthly

***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

\_\_\_\_\_  
Date



# **"ATTACHMENT D-1"**

## **Cost Report**

**for the Period of \_\_\_\_\_ to \_\_\_\_\_**

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

**Name of Program:** Parish Office of Emergency Preparedness (OEP) Line Item Appropriation

Act 19 of 2008

Instructions: List each individual and/or firm and approved budget amount as listed on page 3 of Attachment B.

Sub-contractor Name	Amount of Line Item Appropriation from Attachment B	Quarterly Expenditures to be paid by the State (must equal invoices etc.)	Total Cumulative Year to Date Expenditures including this quarter's expenditures	Balance Remaining
Professional Services:				
Not Applicable				
<b>Totals</b>	\$	\$	\$	\$

Authorized Person, Print Name and Title

V.J. St. Pierre, Jr., Parish President                            
Authorized Person Signature      Date

**“ATTACHMENT E”**  
**Disclosure and Certification Statement**  
**Act 19 of 2008**

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

**Contracting Party Mailing Address:** P.O. Box 302, Hahnville, LA 70057

**Name of Program:** Parish Office of Emergency Preparedness (OEP) Line Item Appropriation

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

**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  
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:**

Tab T. Troxler  
Director of Homeland Security  
and Emergency Preparedness  
P.O. Box 302  
Hahnville, LA 70057

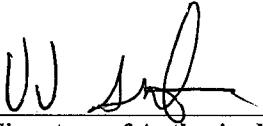
**List any person receiving anything of economic value from this agreement if that person is a member of the immediate family of an individual who holds a state elected office or who is a state appointed official. Include the amount of anything of economic value received, the position held within the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

☒ I hereby certify that this organization has no outstanding audit issues or findings.

☐ 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

12-2008  
Date

## Contact Sheet

### Act 19 of 2008

**Please complete all sections:**

Legal Name of Entity: Parish of St. Charles

Authorized Person: V.J. St. Pierre, Jr., Parish President

Contact Person, if different: Holly Fonseca, Grants Officer

Telephone Number: 985-783-5000 ext. 248

Fax Number: 985-783-2187

Email Address: hfonseca@stcharlesgov.net

Fed Tax ID#: 72-6001208

Physical Address: 15045 River Road, Hahnville, LA 70057

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

Parish: St. Charles

Legal Status of Entity \*: Local Governmental Authority

\* The legal status of the entity may be any of the following:

- Sole Proprietorship
- Partnership
- Limited Liability Company
- Municipality
- Local Governmental Authority
- Corporation
- Non-profit Corporation
- Non-Profit Religious Corporation

BOBBY JINDAL  
GOVERNOR



ANGELE DAVIS  
COMMISSIONER OF ADMINISTRATION

## State of Louisiana

Division of Administration  
Office of Contractual Review

January 09, 2009

Ms. Marilyn Cooper  
Governor's Office of Homeland Security and Emergency Preparedness  
7676 Independence Blvd.  
Baton Rouge, LA 70806

Dear Ms. Cooper:

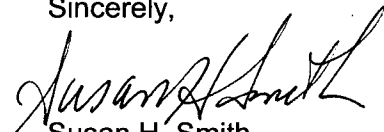
Enclosed are approved copies of the following cooperative endeavor agreement, received in our office on December 31, 2008. This agreement is being approved under the authority of Executive Order BJ 2008-30 and Executive Order BJ 2008-29 issued August 5, 2008.

**Governor's Office of Homeland Security and Emergency Preparedness**  
**OCR# 111-900039   CFMS# 673701   St. Charles Parish Council**

The OCR and CFMS numbers preceding the cooperative party's name has been assigned by this office and are used as identification for this cooperative endeavor. The CFMS number is the system assigned number for the ISIS Contract Financial Management System. Please use these numbers when referring to the cooperative endeavor in any future correspondence or amendment(s).

We appreciate your continued cooperation.

Sincerely,

  
Susan H. Smith  
Director

SHS/cg

Enclosure

