2021-0139

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (GRANTS OFFICE & DEPARTMENT OF PUBLIC WORKS)

RESOLUTION NO. 6559

> A resolution to approve and authorize the execution of a Cooperative Endeavor Agreement between the Louisiana Department of the Treasury and the State of Louisiana and St. Charles Parish regarding the allocation of \$300,000.00 to be utilized for drainage improvements in the Destrehan area.

- WHEREAS, Act 45 of 2020 Second Extraordinary Legislative 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 expenditures of State funds; and,
- WHEREAS, Act 45 of 2020 Second Extraordinary Legislative contains a line item appropriation within the State's budget for the benefit of St. Charles Parish allocating \$300,000.00 in State Aid to Local Government Entities State General Fund Direct funding for drainage improvement projects in the Destrehan area; and,
- WHEREAS, the Appropriations Act authorizes payment of expenditures from July 1, 2020 through June 30, 2021, and,
- WHEREAS, St. Charles Parish will utilize these funds for drainage improvement projects in the Destrehan area of the Parish, and,
- WHEREAS, the State of Louisiana has prepared the necessary Agreement to provide the funding, 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 the Treasury and St. Charles Parish for funding to complete drainage improvement projects in the Destrehan area.

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

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

YEAS:

BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER

NAYS:

NONE

ABSENT: NONE

And the resolution was declared adopted this 17th day of May _, 2021. to become effective five (5) days after publication in the Official Journal.

DLVD/PARISH PRESIDENT: PARISH PRESIDENT:

)ai

AT: <u>\$'0\$pm</u> RECD B'

CEA#21-945-126

STATE OF LOUISIANA

COOPERATIVE ENDEAVOR AGREEMENT (Line Item Appropriation)

THIS COOPERATIVE ENDEAVOR, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as "State" and/or "Agency" and St. Charles Parish officially domiciled at P.O. Box 302, 15045 River Road, 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 45 of 2020 Second Extraordinary Legislative 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 45 contains a line item appropriation within the Agency's budget for the benefit of St. Charles Parish of which the sum of THREE HUNDRED THOUSAND & NO/100 (\$300,000) DOLLARS has been allocated for this program/project, as set forth in the 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: Drainage improvements;
- 1.5 WHEREAS, the Contracting Party has provided all required information in accordance with Act 45 of 2020 Second Extraordinary Legislative Session, if applicable and the Governor's Executive Order JBE 2016 38 on accountability for line item appropriations; and is attached to this agreement and made 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: Begin the design and pre-construction activities for two (2) drainage improvement projects in Destrehan, LA: the Canal A Improvements project and the Ormond Railroad Culverts project.
- 2.2 Deliverables: The Contracting Party shall conduct the following activities for the aforementioned projects:
 - Canal A Improvements design, permitting, and surveying/geotechnical
 - Ormond Railroad Culverts design and permitting

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 attached to this agreement and made part thereof by reference. 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 the Contracting Party, and shall be subject to audit, as hereinafter stated. These reports that are to be provided quarterly shall be due and delivered to the Agency on or before the 31st of October for the quarter ending September 30, the 31st day of January for the quarter ending December 31, the 30th day of April for the quarter ending March 31, and the 15th 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 cooperative endeavor. The **Budget** for this project shall not exceed the total sum of THREE HUNDRED THOUSAND & NO/100 (\$300,000) 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 **Budget** attached as "Attachment B", 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.
- 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 45 of 2020 Second Extraordinary

Legislative Session 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. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The recipient assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines "immediate family" as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1111 et seq.

ARTICLE III CONTRACT MONITOR

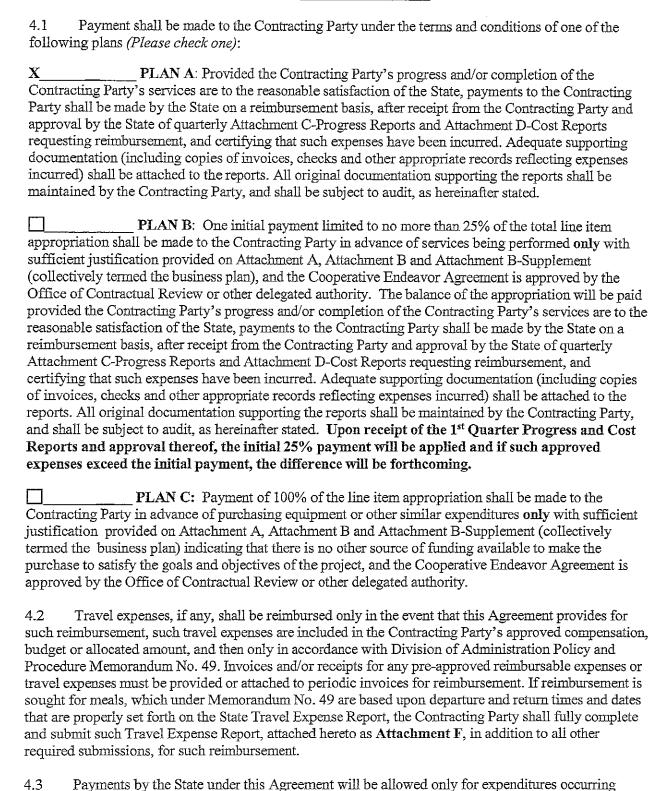
- **3.1** The Contract Monitor for this Agreement is the Local Government Fund Management Division of the Department of the Treasury.
- 3.2 Monitoring Plan: During the term of this Agreement, the Contracting Party shall discuss with the State's Contract Monitor the progress and results of the project, 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 **Goals** 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



Contracting Party's services shall be completed by that date, unless an extension is granted by Act of the

between and including the dates of July 1, 2020 and June 30, 2021, and this project and all of the

Louisiana Legislature providing such an extension. Payment is contingent upon the availability of sufficient collection of state sales tax revenues credited to the appropriate Fund 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 <u>June 30, 2021</u>, MUST, under all circumstances, be received by the Agency no later than <u>July 15, 2021</u>, 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.

The Contract Monitor shall monitor disbursements on a monthly 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. For public or quasi-public entities which are recipients under Act 45 of 2020 Second Extraordinary Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2021.

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, Collections Section 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 the 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

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 recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contracting Party is below the amount for which an audit is required under R.S. 24:513, the transferring 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 Treasury's acceptance of the final Cost and Progress Reports and documentation as required to be filed under Section 2.2 of the Agreement.

ARTICLE XI AMENDMENTS IN WRITING

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. This agreement may not be amended after the expiration date.

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, 2020 and shall terminate on June 30, 2021. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2021. There is no extension of the June 30, 2021 deadline without legislative action and approval.

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 age, race, color, religion, sex, 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.

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 4 day of 5, 2021

WITNESSES:

DEPARTMENT OF THE TREASURY STATE OF LOUISIANA

Agency Head or designee

Print Name and Title

THUS DONE AND SIGNED AT Louisiana on the 18th day, of May, 2021.

WITNESSES:

Contracting Party

Matthew Jewell, Parish President

Print Name and Title

NAME OF CONTRACTING PARTY:	St. Charles Parish	NAME AND BRIEF NARRATIVE OF PROGRAM:	Canal A and Ormond Railroad Culvert Projects	
	Schedule 20			
ATTACHMENT A - PLAN	Act 45 of 2020 Second Extraordinary Legislative Session			

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 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 Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). What are the 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.)

The goal of the program is to complete design plans for two drainage improvements project in Destrehan, LA.

- 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).
- 1. Spend \$300,000 to hire two professional engineers to begin the design and pre-construction related activities on the Canal A Improvements and Ormond Railroad Culvert projects by June 30, 2021
- 3. Relevant Activity (Activities) (An activity is a distinct subset of functions or services within a program to meet the Program Objective.)

To use the funding to hire two professional engineers to begin the design and pre-construction related activities on the Canal A Improvements and Ormond Railroad Culvert projects. 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),

1. Amount spent to hire two professional engineers for design and pre-construction related activities

ATTACHMENT B

Page 1

Project Budget (2020-2021)

Act 45 of 2020 Second Extraordinary Legislative Session

Schedule 20

St. Charles Parish

Anticipated Income or Revenue

Sources (list all sources of revenue)	<u>Amounts</u>
1. State Aid of Local Government Entities State General Fund Direct	\$300,000.00
2. Ad valorem and general taxes	\$380,472.12
3.	\$
Total all sources	\$680,472.12

Anticipated Expenses

Expense Categories	Total Amount	Amount Line Item				
		<u>Appropriation</u>				
	(see Footnote 1 below)	(see Footnote 2 below)				
Gross Salaries(See Attachment B, Page 2)	\$	\$				
Related Benefits (Employer share)	\$	\$				
Travel	\$	\$				
Operating Services:						
Advertising	\$	\$				
Printing	\$	\$				
Insurance	\$	\$				
Maintenance of Equipment	\$	\$				
Maintenance of Office and Grounds	\$	\$				
Rentals	\$	\$				
Software licensing	\$	\$				
Dues and Subscriptions	\$	\$				
Telephones and Internet Service	\$	\$				
Postage	\$	\$				
Utilities	\$	\$				
Other	\$	\$				
Office Supplies	\$	\$				
Professional & Contract Services	\$680,472.12	\$300,000.00				
(See Attachment B, Page 3)						
Other Charges (See Attachment B, Page 4)	\$	\$				
Acquisitions & Major Repairs	\$	\$				
Total Use of the Appropriation	\$680,472.12	\$300,000.00				

(Budget categories listed above reflect a typical budget and may be adjusted by the agency and recipient to reflect actual categories necessary for each individual program. Salaries and Professional & Other Contract Services 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 45 of 2020 Second Extraordinary Legislative Session

Schedule 20

Name of Program: Canal A and Ormond Railroad Culvert Projects Name of Contracting Party: St. Charles Parish

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

Totals

Schedule 20

ATTACHMENTB

Schedule of Professional and Other Contract Services
Act 45 of 2020 Second Extraordinary Legislative Session

Name of Contracting Party: St. Charles Parish

Name of Program: Canal A and Ormond Railroad Culvert Projects

y u	80	ν,	
Total Paid by Appropriation	\$170,531.75	\$129,468.25	
Total Contract Amount	\$348,952.12	\$331,520.00	
Nature of Work Performed and Justification for Services	Canal A Improvements project – design, permitting, and survey/geotechnical coordination	Ormond Railroad Culverts project – design and permitting	
Name and Address of Individual and/or Firm	All South Consulting Engineers LLC	Barowka & Bonura Engineers & Consultants	

Totals

\$680,472.12

\$300,000.00

Schedule 20

ATTACHMENT B Page 4 Coboding of Other Charges

Schedule of Other Charges Act451 of 2020 Second Extraordinary Legislative Session

Name of Contracting Party: St. Charles Parish

Name of Program: Canal A and Ormond Railroad Culvert Projects

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.	and the dollar amount,	Tist dollar Amount for each use
1. NA	6.00	OCH 11010 101 11100111 7 11100 1017
Total - Should agree with Attachment B, Page 1	h Attachment B, Page 1	

ATTACHMENT B-SUPPLEMENT

Business Plan

Narrative Justification for Plan B or Plan C Act 45 of 2020 Second Extraordinary Legislative Session

Schedule 20

St. Charles Parish

ATTACHMENT C

Progress Report for the Period of

Act 45 of 2020 Second Extraordinary Legislative Session (To be submitted quarterly showing progress achieved, Duplicate pages as needed.)

Schedule 20

Name of Contracting Party: St. Charles Parish

Name of Program: Carla Chiasson

_
Fax: (
(985) 783-5000
(985)
elephone:

Goal:	
The goal of the program is to complete design plans for two drainage improvements project in Destrehan, L.A.	
Objective(s): 1. Spend \$300,000 to hire two professional engineers to begin the design and pre-construction related activities on the Canal A Improvements and Ormond Railroad Culvert projects by June 30, 2021	
Activity(Activities) Performed: To use the funding to hire two professional engineers to begin the design and pre-construction related activities on the Canal A Improvements and Ormond Railroad Culvert projects.	
Performance Measure(s): 1. Amount spent to hire two professional engineers for design and pre-construction related activities	%, \$ amt. 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.

	Date
norized Person	16
Signature of Authorized Person	Print Name and Title

ATTACHMENT D

Cost Report for the Period of

(Expense categories & dollar amounts must reflect those listed in "Attachment B" project budget.)

Act 45 of 2020 Second Extraordinary Legislative Session

Schedule 20

Name of Contracting Party: St. Charles Parish

Name of Program: Canal A and Ormond Railroad Culvert Projects

	Amount of Pine Hom	The state of the s		
Expense Category	Appropriation from	Expenditures	to Date Emiliar ye rear	Ballance Remaining
	Attachment Bipage 1			
Gross Salaries				
Related Benefits (employer share				
Travel				
Operating Services:				
Advertising				
Printing				
Insurance				A STATE OF THE STA
Maintenance of Equipment				
Maintenance of Office and Grounds				
Rentals	777777			
Software licensing				
Dues and Subscriptions				
Telephones and Internet Service				
Postage				A LILLY A LILLY AND
Utilities				
Other		11 (11 (11 (11 (11 (11 (11 (11 (11 (11		
Office Supplies				
Professional Services	300,000		44	
Other Charges				
Acquisitions & Major Repairs				
Totals	\$300,000	€	\$	Se

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 NOTE: Include a copy of the check and invoice/receipt for each expense submitted with this report. authorized representative of the organization.

Date
and Title
Print Name and Title

Signature of Authorized Person

ATTACHMENT D-1

Act 45 of 2020 Second Extraordinary Legislative Session Cost Report for the Period of

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Schedule 20

Name of Contracting Party: St. Charles Parish

Name of Program: Canal A and Ormond Railroad Culvert Projects

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

	ulative Year for Balance diffuses including Several finites										\$
Securioral de listo de la despera de la compania del la compania de la compania del la compania de la compania del la compania de la compania del la com	Onarteety-Expenditures Estal Cumulative Year to to be paid by the State Date Expenditures including must estal involces etc.)						The state of the s			The state of the s	\$
1	Amount official tem Appropriation from Attachment B		170,531.75	129,468.25							\$300,000.00
	Name of Sub-contractor	Professional Services:	All South Consulting Engineers	Barowka & Bonura Engineers & Consultants							Totals

NOTE: submit an Attachment E-1must for any sub-contractor listed on this attachment.

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.

	Date
Signature of Authorized Person	Print Name and Title

ATTACHMENT E

Disclosure and Certification Statement

Act 45 of 2020 Second Extraordinary Legislative Session

Schedule 20

Contracting Party Name: St. Charles Parish

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

Name of Program: Canal A and Ormond Railroad Culvert Projects

Organization Type: (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:

Matthew Jewell, Parish President

Beth A. Billings, Councilwoman At Large, Div. A

Holly Fonseca, Councilwoman At Large, Div. B

La Sandra Darensbourg Gordon, Councilwoman, District I

Mary K. Clulee, Councilwoman, District II

Dick Gibbs, Councilman, District III

Nicky Dufrene, Councilman, District IV

Marilyn B. Bellock, Councilwoman, District V

Bob Fisher, Councilman, District VI

Julia Fisher-Perrier, Councilwoman, District VII

Michael Palamone, Chief Administrative Officer

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

Miles Bingham, Director of Public Works and Wastewater Grant Dussom, Chief Financial Officer Carla Chiasson, Grants Officer

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 and the position held within the organization. Identify the official and the public position held.

Not Applicable

\boxtimes	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

Matthew Jewell, Parish President
Print Name and Title

5-18-21

(Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do	not leave this line blank.						
	St. Charles Parish							
ľ	2 Business name/disregarded entity name, if different from above							
page 3.	3 Check appropriate box for federal tax classification of the person whose name following seven boxes.	_		4 Exemp certain e instruction	ntities,	not ind	ividua	
e. Ins on	Individual/sole proprietor or LJ C Corporation LJ S Corporation single-member LLC	☐ Partnership ☐ ☐	Trust/estate	Exempt p	ayee c	ode (if a	ıny)	3
ty still	Limited liability company. Enter the tax classification (C=C corporation, S=	S corporation, P=Partnership)	·					
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification LLC if the LLC is classified as a single-member LLC that is disregarded fro another LLC that is not disregarded from the owner for U.S. federal tax puris disregarded from the owner should check the appropriate box for the tax	m the owner unless the owner or rposes. Otherwise, a single-mer	of the LLC is	Exemption code (if a		FATCA	repo	rting
ecif.	✓ Other (see instructions) ► Local Gov			(Applies to a	ccounts m	aintained	outside	the U.S.)
Š	5 Address (number, street, and apt. or suite no.) See instructions.		ester's name a	ınd addres	s (optio	nal)		
an I	P.O. Box 302							
رن	6 City, state, and ZiP code							
	Hahnville, LA 70057							
1	7 List account number(s) here (optional)							
Par	Taxpayer Identification Number (TIN)							
	our TIN in the appropriate box. The TIN provided must match the name		Social sec	urity num	ber			
	p withholding. For individuals, this is generally your social security numl nt alien, sole proprietor, or disregarded entity, see the instructions for P							
	s, it is your employer identification number (EIN). If you do not have a nu			┚┖			Ш	
TIN, la	ter.	-	or					
	If the account is in more than one name, see the instructions for line 1.	Also see What Name and	Employer	identifica	tion nu	mber		
Numb	er To Give the Requester for guidelines on whose number to enter.		7 2 .	- 6 0	0	1 2	0	8
***************************************						<u>'</u>	Ľ	<u> </u>
Part								
	penalties of perjury, I certify that:							
2.1 am Sen	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					enue at I am		
3. I am a U.S. citizen or other U.S. person (defined below); and								
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.								
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 falled 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 for Part II, later.					ents			
Sign Here	Signature of Watt Jewell	Date ▶	5-	18-3	ار			
Ger	neral Instructions	Form 1099-DIV (dividend funds)	ds, including	those fro	m sto	cks or	mutu	ıal
Section references are to the Internal Revenue Code unless otherwise noted. • Form 1099-MISC (various types of income, prizes, awards, or graph proceeds)			ross					
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.		 Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) 						
		 Form 1099-S (proceeds from real estate transactions) 						
Pur	pose of Form	• Form 1099-K (merchant						•
inform	ividual or entity (Form W-9 requester) who is required to file an ation return with the IRS must obtain your correct taxpayer	 Form 1098 (home mortg 1098-T (tuition) 	age interest),	, 1098-E	(stude	nt loar	inte	rest),
identifi	cation number (TIN) which may be your social security number	 Form 1099-C (canceled) 	debt)					
	individual taxpayer identification number (ITIN), adoption er identification number (ATIN), or employer identification number	 Form 1099-A (acquisition 						
(EIN), t	o report on an information return the amount paid to you, or other t reportable on an information return. Examples of information	Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.						
	include, but are not limited to, the following. 1099-INT (interest earned or paid)	If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding,						

later.

2021-0139	
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT	
(GRANTS OFFICE & DEPARTMENT OF PUBLIC WORI	(S)
RESOLUTION NO. 6559	,
A resolution to approve and authorize the execution of	of a
Cooperative Endeavor Agreement between the Louisi	
Department of the Treasury and the State of Louisiana	
St. Charles Parish regarding the allocation of \$300,000.00	

- be utilized for drainage improvements in the Destrehan area.

 WHEREAS, Act 45 of 2020 Second Extraordinary Legislative 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 expenditures of State funds; and,
- WHEREAS, Act 45 of 2020 Second Extraordinary Legislative contains a line item appropriation within the State's budget for the benefit of St. Charles Parish allocating \$300,000.00 in State Aid to Local Government Entities State General Fund Direct funding for drainage improvement projects in the Destrehan area; and,
- WHEREAS, the Appropriations Act authorizes payment of expenditures from July 1, 2020 through June 30, 2021, and,
- **WHEREAS,** St. Charles Parish will utilize these funds for drainage improvement projects in the Destrehan area of the Parish, and,
- WHEREAS, the State of Louisiana has prepared the necessary Agreement to provide the funding, 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 the Treasury and St. Charles Parish for funding to complete drainage improvement projects in the Destrehan area.

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

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

YEAS:

BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS,

DUFRENE, BELLOCK, FISHER, FISHER-PERRIER

NAYS:

NONE

ABSENT: NONE

And the resolution was declared adopted this <u>17th</u> day of <u>May</u>, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: (1) (arelignable) (1)
SECRETARY: Wichello Oupotato
DLVD/PARISH PRESIDENT: May 18, 2021
APPROVED:DISAPPROVED:
PARISH PRESIDENT: Math Jewell
RETD/SECRETARY: May 18, 2021
AT: 3:03 pm RECD BY:

ATTACHMENT E-1

Disclosure and Certification Statement Act 45 of 2020 Second Extraordinary Legislative Session

Schedule 20

Contracting Party Name; St. Charles Parish
Name of Program: Canal A and Ormond Railroad Culvert Projects
Sub-Contractor's Name: All South Consulting Engineers
Sub-Contractor's Mailing Address: 652 Papworth, Metairie, LA 70005
Organization Type: (Example: local government, non-profit, corporation, LLP, etc.) Corporation
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: Timothy P. Bonura, Managing Partner, 535 Betz PL, Metairie, LA 70005 Jens J. Nielsen, Jr., Partner, 115 Morning Glory Ct., Belle Chasse, LA 70037 Stephen C. Smith, Partner, 652 Papworth Avenue, Metairie, LA 70005
Names and Addresses of all key personnel responsible for the program or functions funded through this agreement: Stephen Bourg, Senior Vice President, 652 Papworth Ave., Metairie LA 70005
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 and the position held within the organization. Identify the official and the public position held. None
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 (Authorized person)
JENS J. NIEISEN JE Print Name and Title 4 22 2021 Date
Print Name and Title Date /



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Name Type City Status

ALL SOUTH CONSULTING ENGINEERS, LLC Limited Liability Company METAIRIE Active

Previous Names

Business: ALL SOUTH CONSULTING ENGINEERS, LLC

Charter Number: 35690523K
Registration Date: 4/21/2004

Domicile Address

652 PAPWORTH AVENUE

METAIRIE, LA 70005

Mailing Address

C/O CRYSTAL ADAMS BONURA

652 PAPWORTH AVENUE

METAIRIE, LA 70005

Status

Status: Active

Annual Report Status: In Good Standing

File Date: 4/21/2004

Last Report Filed: 3/22/2021

Type: Limited Liability Company

Registered Agent(s)

Agent: CRYSTAL ADAMS BONURA

Address 1: 535 BETZ PLACE
City, State, Zip: METAIRIE, LA 70005

Appointment 4/21/2004

Date: 4/2 1/2004

Agent: TIMOTHY PAUL BONURA

Address 1: 535 BETZ PLACE

City, State, Zip: METAIRIE, LA 70005

Appointment 4/21/2004 Date:

Officer(s) Additional Officers: No

Officer: TIMOTHY P. BONURA Title: Manager, Member Address 1: 535 BETZ PLACE City, State, Zip: METAIRIE, LA 70005 Officer: JENS J. NIELSEN, JR. Title: Member Address 1: 625 PAPWORTH AVE City, State, Zip: METAIRIE, LA 70005 Officer: STEPHEN C. SMITH Title: Member Address 1: 625 PAPWORTH AVE City, State, Zip: METAIRIE, LA 70005 Officer: JOHN TEEGARDEN Title: Member Address 1: 625 PAPWORTH AVE City, State, Zip: METAIRIE, LA 70005

Amendments on File (5)

Description	Date
Appointing, Change, or Resign of Officer	4/21/2010
Restated Articles	4/21/2010
Domestic LLC Agent/Domicile Change	3/28/2011
Domestic LLC Agent/Domicile Change	5/26/2011
Restated Articles	11/20/2017

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ATTACHMENT E-1

Disclosure and Certification Statement

Act 45 of 2020 Second Extraordinary Legislative Session

Schedule 20

Contracting Party Name: St. Charles Parish

Name of Program: Canal A and Ormond Railroad Culvert Projects

Sub-Contractor's Name: Barowka & Bonura Engineers & Consultants

Sub-Contractor's Mailing Address: 209 Canal Street, Metairie, LA 70005

Organization Type: (Example: local government, non-profit, corporation, LLP, etc.) Limited Liability Company

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:

Jeffrey Bonura, 209 Canal St., Metairie, LA 70005 Tony Bonura, 209 Canal St., Metairie, LA 70005 Walt Barowka, 209 Canal St., Metairie, LA 70005

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement: Jeffrey Bonura, 209 Canal St., Metairie, LA 70005

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 and the position held within the organization. Identify the official and the public position held.

	Not Applicable		
\boxtimes	I hereby certify that this organization has no outstanding	ng audit issues or findings.	
	I hereby certify that this organization has outstanding a to resolve such issues or findings.	audit issues or findings and is currently working with the	: state
am the	I hereby certify that I have reviewed the above informathe duly authorized representative of the organization.	tion, it is true and correct to the best of my knowledge, a	nd I
\leq	Jeff Bon		
Signat	ndturk of Subcontractor (Authorized person)		
_Jeffrev	rev Bonura. Member	4/27/2021	
Print N	Name and Title	Date /	



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Name Type City Status

BAROWKA AND BONURA ENGINEERS AND CONSULTANTS, Limited Liability

L.L.C. Company METAIRIEActive

Previous Names

Business: BAROWKA AND BONURA ENGINEERS AND CONSULTANTS, L.L.C.

Charter Number: 34555613K

Registration Date: 3/18/1997

Domicile Address

209 CANAL ST.

METAIRIE, LA 70005

Mailing Address

209 CANAL ST.

METAIRIE, LA 70005

Status

Status: Active

Annual Report Status: In Good Standing

File Date: 3/18/1997

Last Report Filed: 2/17/2021

Type: Limited Liability Company

Registered Agent(s)

Agent: TONY L. BONURA

Address 1: 209 CANAL ST

City, State, Zip: METAIRIE, LA 70005

Appointment

Date: 3/18/1997

Officer(s) Additional Officers: No

Officer: WALTER R. BAROWKA Title: Member Address 1: 39331 FOREST HILL DR. City, State, Zip: FRANKLINTON, LA 70438 Officer: TONY L. BONURA Title: Member Address 1: 209 SYCAMORE DR City, State, Zip: METAIRIE, LA 70005 Officer:

JEFFREY BONURA

Title: Member

Address 1: 20 CHATEAU DEJARDIN DR.

City, State, Zip: KENNER, LA 70065

Mergers (1)

	Effective Date:	Туре	Charter#	Charter Name	Role
5/8/1997	5/8/1997	MERGE	34555613K	BAROWKA AND BONURA ENGINEERS AND CONSULTANTS, L.L.C.	SURVIVOR
		an familian and an angles and an angle and an	34453530J	BAROWKA AND BONURA INTEGRATORS	NON- SURVIVOR

Amendments on File (3)

Description	Date
Merger	5/8/1997
Domestic LLC Agent/Domicile Change	12/10/1998
Domestic LLC Agent/Domicile Change	5/6/2004

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"Attachment F" Act 45 of 2020	" 1 20 Sec	ravel Ex	"Attachment F" Travel Expense Reimbursement Report Act 45 of 2020 Second Extraordinary Legislative Session	ort Session		Name of Employee:	loyee:	mp notate wellstown with allows were			1	Schedule 2	le 2
	유	HOUR	TERRITORY TRAVELED	ODOMETER	ETER	MILES	SUBSISTENCE			TOLLS		OTHER EXPENSE	NSE
DATE			SHOW ALL POINTS VISITED	READING	NG	TRAV.	LODGING		MEALS	AND		American American	
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(To be completed if travel expense category includes reimbursement of mileage, lodging, meals and tips.)

Person	
Anthorized	
Signature of Authorized Person	

Date
int Name and Title

Contact Sheet Act 45 of 2020 Second Extraordinary Legislative Session

Please complete all sections:

Legal Name of Entity: St. Charles Parish

Authorized Person: Matthew Jewell

Contact Person, if different: Carla Chiasson

Telephone Number: 985-783-5165

Fax Number: 985-308-1950

Email Address: cchiasson@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 Parish

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