

2018-0339

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(GRANTS OFFICE)**

RESOLUTION NO. 6386

A resolution to approve and authorize the execution of a Federally Funded Agreement between the State of Louisiana Governor's Office of Homeland Security and Emergency Preparedness and St. Charles Parish for funding to complete the Engineer's Canal Pump Station Capacity Increase Drainage Project in Norco.

WHEREAS, in January 2018, St. Charles Parish submitted a Hazard Mitigation Grant Program (HMGP) application requesting the allocated funding in the amount of \$538,486 be applied to the Engineer's Canal Pump Station Capacity Increase Drainage Project, an eligible HMGP project; and,

WHEREAS, by way of letter dated December 3, 2018, Mr. Sean Wyatt, Assistant Deputy Director, Hazard Mitigation Assistance Division, Governor's Office of Homeland Security and Emergency Preparedness, advised that the application was approved by FEMA; and,

WHEREAS, sufficient funds are included in the Parish's 2018 Budget to fund the non-federal share of said project; and,

WHEREAS, the State has prepared the necessary Federally Funded 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 Federally Funded Agreement between the State of Louisiana Governor's Office of Homeland Security and Emergency Preparedness and St. Charles Parish for funding to complete the Engineer's Canal Pump Station Capacity Increase Drainage Project.

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 project.

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

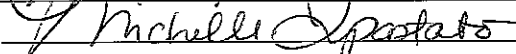
YEAS: HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FISHER-PERRIER

NAYS: NONE

ABSENT: BENEDETTO, FLETCHER

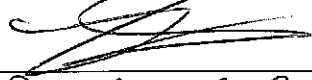
And the resolution was declared adopted this 10th day of December, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 


SECRETARY: 

DLVD/PARISH PRESIDENT: 12-11-18

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: 

RETD/SECRETARY: December 13, 2018

AT: 4:10pm RECD BY: 

A Federally Funded Agreement
Between the
Governor's Office of Homeland Security and Emergency Preparedness
And
St. Charles Parish

1.1 Introduction

1.2 The Federal Emergency Management Agency ("Grantor") has made federal funds available to the State of Louisiana under the Hazard Mitigation Grant Program ("HMGP"). CFDA 97.039.

1.3 This Agreement addresses the use of those funds, and is between the Governor's Office of Homeland Security and Emergency Preparedness ("Recipient"), and St. Charles Parish ("Sub-Recipient").

2.1 Applicable Laws, Regulations and Policies

2.2 Federal

Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, 42 U.S.C. §5121 et seq.
31 U.S.C. § 1352

44 CFR 13, 14 and 206

2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

OMB Circular A-102 (Standard Form 424B)

OMB Circular 110

2.3 State

Louisiana Homeland Security and Emergency Assistance and Disaster Act, La. R.S. 29:721 et seq.

La. R.S. 33:4773(D)

Louisiana Uniform Construction Code, La. R.S. 40:1721-39

Louisiana Public Bid Law, La. R.S. 38:2211 et seq.

Louisiana Procurement Code, La. R.S. 39:1551 et seq.

Louisiana Hazard Mitigation Strategy (4 volumes)

3.1 Concept of Agreement

3.2 In order to complete the Engineer's Canal Pump Station Capacity Increase Drainage Project, the Grantor has provided funds to Sub-Recipient through Recipient's Hazard Mitigation Grant Program. Sub-Recipient shall perform the necessary tasks, meet the required milestones, and stay within the FEMA approved scope of work, and budgetary parameters as outlined in the application for this project. (HMGP #4277-0020, FEMA-4277-DR-LA, Project #20)

3.3 The project application is incorporated into this Agreement as if copied in its entirety.

3.4 Additional responsibilities of Recipient, and Sub-Recipient are as follows:

3.4.1 All applicable State and Federal laws, regulations and policies shall be adhered to during the execution of this project, and more specifically:

3.4.2 Any changes to the scope of work, or budget shall comply with 2 CFR 200.

3.4.3 Sub-Recipient shall comply with the limitations on the use of appropriated funds to influence certain Federal contracting or financial transactions as stated in 31 U.S.C §1352.

3.4.4 Sub-Recipient shall comply with all Assurances for Non-Construction Programs as outlined in Standard Form 424B, and prescribed by OMB Circular A-102.

3.4.5 Sub-Recipient shall cooperate at all times with Recipient, and act as the project manager agreeing to be accountable for all funds expended on this project.

3.4.6 Sub-Recipient agrees to meet all program, and administrative requirements as dictated by State and Federal laws, regulations and policies, and any other requirements deemed necessary by Recipient to carry out the intent of this Agreement, even if not specifically stated.

4.1 Summary of Statement of Work

4.2 Pursuant to Hazard Mitigation Grant Program Project #4277-0020, FEMA-4277-DR-LA, Project #20, the Sub-Recipient shall perform the following tasks within the approved timeframes:

4.2.1 Implement the Engineer's Canal Pump Station Capacity Increase Drainage Project

5.0 Summary of Budget

5.1 Costs per task:

5.1.1 For tasks 4.2.1 the total cost is:	\$ 997,414.00
5.1.2 Total Cost	\$ 997,414.00

5.3 Funding Sources

5.3.1 Federal share (54%)	\$ 538,486.00
5.3.2 Non-Federal share (46%)	\$ 458,928.00

6.1 Liability of Parties

6.2 This Agreement is intended for the benefit of Grantor, Recipient and Sub-Recipient, and does not confer any rights upon third parties.

6.3 All rights by and between Grantor, Recipient, and Sub-Recipient are limited to the actions outlined in the applicable State and Federal laws, regulations, and policies.

6.4 Sub-Recipient hereby agrees to hold Recipient harmless from any actions or claims brought on behalf of any third parties who perform work and/or provide services on this project on behalf of Sub-Recipient.

7.1 Legal Authorization

Sub-Recipient hereby certifies that it has the legal authority to enter into this agreement and that it is authorized to receive the federal funds outlined herein.

8.1 Notice and Contact

8.2 All notices provided pursuant to this Agreement shall be in writing, and sent via first class certified mail return receipt requested.

8.3 The name and address of Recipient's contract manager for this agreement is:

Sean Wyatt
Assistant Deputy Director
Governor's Office of Homeland Security and Emergency Preparedness
7667 Independence Blvd.
Baton Rouge, LA 70806

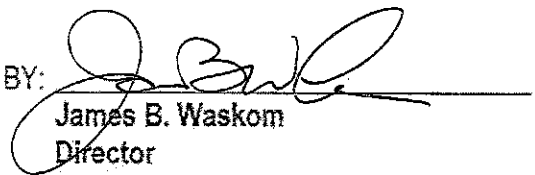
The name and address of the designated agent responsible for the administration of this agreement on behalf of Sub-Recipient is:

Honorable Larry Cochran
Parish President
St. Charles Parish
Post Office Box 302
Hahnville, Louisiana 70057

8.4 If the mailing address of Recipient or Sub-Recipient changes during the term of this agreement, or there is a change in the designated points of contact, the party with the address change, or change of contact shall immediately notify the other party in writing.

On behalf of their respective agencies, Recipient and Sub-Recipient have executed this agreement.

BY:



James B. Waskom
Director

GOVERNOR'S OFFICE OF HOMELAND
SECURITY AND EMERGENCY PREPAREDNESS

DATE:

1/2/19

BY:



Honorable Larry Cochran
Parish President
St. Charles Parish

DATE:

12/13/18