

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE COASTAL PROTECTION AND RESTORATION AUTHORITY
AND
ST. CHARLES PARISH
REGARDING
CONSTRUCTION OF
THE DES ALLEMANDS BOAT LAUNCH
(BA-0237)

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”), is entered into and effective on _____, 2022, by and between the State of Louisiana through the Coastal Protection and Restoration Authority, (hereinafter sometimes referred to as the “CPRA” or the “STATE”) acting by and through its Executive Director, Lawrence B. Haase, and St. Charles Parish (hereinafter referred to as the “PARISH”) represented by its duly authorized Parish President, Matthew Jewell (hereinafter collectively referred to herein as the “Parties”).

WHEREAS, pursuant to La. R.S. 49:214.6.1 *et seq.*, CPRA shall be responsible for the implementation and enforcement of the master plan and annual plan and shall implement projects relative to the protection, conservation, enhancement, and restoration of the coastal area of the State of Louisiana through oversight of integrated coastal projects and programs consistent with the legislative intent as expressed in La. R.S. 49:214.1; and

WHEREAS, the PARISH has the authority of a local political subdivision to enter into agreements with governmental bodies, such as the STATE, for the public welfare, health, safety and good order of its jurisdiction by virtue of the specific authority granted in its Home Rule Charter; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of providing and enhancing recreational opportunities impacted by the *Deepwater Horizon* oil spill (DWH oil spill) through the implementation and construction of the Des Allemands Boat Launch (“Project” or “Des Allemands Boat Launch”); and

WHEREAS, this Project, referred to as the Des Allemands Boat Launch in the *Louisiana Trustee Implementation Group Final Restoration Plan/ Environmental Assessment #4: Nutrient Reduction (nonpoint source) and Recreational Use (Final RP/EA #4)*, was evaluated pursuant to the Oil Pollution Act of 1990 (OPA), the National Environmental Policy Act (NEPA), the *Deepwater Horizon Oil Spill: Final Programmatic Damage Assessment and Restoration Plan and Final Programmatic Environmental Impact Statement (PDARP/PEIS)*, and the *Trustee Council Standard Operating Procedures for Implementation of the Natural Resource Restoration for the Deepwater Horizon Oil Spill (TC SOPs)*; and

WHEREAS, the Louisiana Trustee Implementation Group (LA TIG) adopted and approved the release of the Final RP/EA #4 which found this Project eligible for funding under the Natural Resource Damage Assessment (NRDA) settlement funds from the DWH oil spill and in which this Project was selected for engineering, design, and construction; and

WHEREAS, the Final RP/EA #4, and the subsequent LA TIG Change Memorandum dated October 21, 2021 (the “10/21/21 Change Memorandum”), details the Project, including the total estimated Project costs and engineering, design, and construction of the Project; and

WHEREAS, pursuant to the Final RP/EA #4, the Parish will be responsible for the operations, maintenance, and monitoring of the Project; and

WHEREAS, this Agreement pertains to engineering, design, and construction of the Project; and

WHEREAS, this Agreement will be mutually beneficial to the Parties in the furtherance of their respective statutory purposes, duties, and authorities, and each Party expects to receive a public benefit at least equal to the costs of the responsibilities undertaken pursuant hereto; and

WHEREAS, CPRA and the PARISH, in connection with this Agreement, desire to foster a partnering strategy and a working relationship between the Parties through a mutually developed formal strategy of commitment and communication embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the parties, and to facilitate the successful implementation of the Project as described herein; and

NOW, THEREFORE, in consideration of the Parties’ mutual undertakings herein and the purposes, duties, and authorities granted under La. R.S. 49:214.1 *et seq.*, the constitution and general laws of the State of Louisiana, the Parties hereto do hereby agree as follows:

ARTICLE I
OBJECTIVE AND IDENTIFICATION

A. Objective.

The Purpose of this Agreement is to set forth the terms, conditions, and responsibilities to be performed by the STATE and the PARISH in the engineering, design, construction, and operation and maintenance of the Des Allemands Boat Launch approved for funding by the LA TIG in the Final RP/EA #4 and the 10/21/21 Change Memorandum.

B. Identification.

For the purpose of administration, identification and record keeping, State Project Number BA-0237 is assigned to this Project. This number will be used to identify all Project costs.

ARTICLE II
GOAL

Implementation and construction of the Des Allemands Boat Launch to provide and enhance recreational opportunities impacted by the *Deepwater Horizon* oil spill (DWH oil spill).

ARTICLE III
PROJECT DESCRIPTION

This Project involves the engineering, design, and construction of the Des Allemands Boat Launch as described and detailed in **Attachment A**, LA TIG Implementation Work Plan for the Des Allemands Boat Launch, which is attached hereto and incorporated herein.

ARTICLE IV
SCOPE

The PARISH and any retained contractors hereby agree to furnish services as outlined in **Attachment A**, LA TIG Implementation Work Plan and in accordance with Final RP/EA #4.

ARTICLE V
PERFORMANCE MEASURES

The performance of this Agreement will be measured by the State Contract Monitor, Maury Chatellier, or his designee, authorized on behalf of the State, to evaluate the PARISH's contractor's/subcontractor's/consultant's performance against the criteria in the Scope of Services and are identified as:

The submission of satisfactory Monthly Monitoring Reports is required. Performance measures for this contract shall include the PARISH's contractor's/subcontractor's/consultant's timely and successful completion, submission, and performance of any work product being sought and provided through this Agreement, consistent with the provisions, goals and objectives of this Agreement. The Performance Measures for this Project are also set forth in the LA TIG's Final RP/EA #4.

ARTICLE VI
PROJECT FUNDING AND COMPENSATION

This Agreement shall be administered as follows:

- A. CPRA shall provide to the PARISH a maximum of \$1,841,116 in *Deepwater Horizon* Natural Resource Damage Assessment ("NRDA") Settlement Funds. The Project Budget Estimate is provided in **Attachment A**. This is intended to be an estimate; actual quantities shall be billed as incurred not to exceed the maximum Project cost as specified herein.
- B. If at any time during the performance of work for a particular funding category, the actual or anticipated cost of that category exceeds 100% of that particular funding category as set forth in this Paragraph and in **Attachment A**, all work in that particular category shall cease. The Parties may agree to increase the cost of completing that particular category by transferring funds from one category to the other but only if such increase does not cause any funding to exceed the maximum Project cost. Such agreements regarding transferring funds from one category to another shall be governed by the DWH TC SOPs, of which both Parties are in possession.
- C. All funding expended for this Project shall be used for the purposes stated herein and shall be managed and administered by CPRA. All funding shall be subject to Article XXIV entitled "Fiscal Funding Clause".
- D. The Parties also agree to abide by the relevant provisions set forth in the TC SOPs.

ARTICLE VII
PROJECT RESPONSIBILITIES

- A. **Project Tasks**
 1. CPRA will perform the following:
 - a) Provide funding on a reimbursable basis for engineering and design and construction of the Project.
 - b) Provide appropriate personnel for consultation as required.
 - c) Provide access to relevant materials required in the performance of the work.
 - d) Provide any progress schedules/work directives as may be necessary to facilitate the Project.
 2. The PARISH, or its agent, will perform the following:
 - a) Engineering, design, and construction of the Project.
 - b) Oversight of contracted work to perform any tasks listed above and in accordance with the following:

- a. Scopes of Work issued by the PARISH and associated costs incurred by the PARISH to contractors/subcontractors/consultants or other third parties for work pertaining to the Project shall be provided to the CPRA Project Manager identified in Article X.
- b. Scope of Work changes shall be properly documented, organized, and shall be provided to the CPRA Project Manager.
- c. Provide any design documents at the request of CPRA to a third party review contractor selected by CPRA.
- c) Receive, approve, and pay invoices from consultants/contractors/subcontractors/vendors on a timely basis and in accordance with this Article and all applicable state, federal, and local laws.
- d) Submit invoices to CPRA for reimbursement.
- e) The PARISH shall adhere to all applicable state funding requirements and guidelines, as well as to all terms and conditions of this Agreement. At CPRA's sole discretion, the PARISH's failure to adhere to these requirements may result in no payment to the PARISH.

B. Public Bid

When a work item/task is of a scope and magnitude that is beyond the capabilities of the PARISH, the PARISH shall solicit bids for the services, labor and materials needed to construct the Project in accordance with all applicable Public Bid Laws of the State, including, but not limited to La. R.S.38:2211, *et seq.* and any other laws, rules, regulations, or requirements as are applicable to political subdivisions of the State.

**ARTICLE VIII
DELIVERABLES**

The PARISH shall submit to CPRA a copy of any final documents produced in connection with the performance of the work outlined herein, including but not limited to, surveys, test results, land rights documents, design documents, plans, and specifications generated for the Project in accordance with this Agreement.

During the construction period, the PARISH or its agent will document Project construction with monthly status reports that summarize the progress of construction, identify any potential or actual problems associated with compliance with the construction contract, and describe any field changes or change orders. CPRA shall receive copies of these reports by the 10th calendar day of each month and be invited to construction meetings. The PARISH will immediately notify CPRA of any construction delays or specific environmental concerns.

The PARISH or its agent will arrange for and conduct final inspection of the completed works or improvement. Such inspection shall be made in conjunction with CPRA, if requested to do so. The PARISH will provide CPRA with a certified engineer's approval of the final project inspection upon project completion, as well as a Construction Completion Report, including but not limited to as-built drawings (CAD drawings and input files), verification of completed punch-list items, photographic documentation of completed work, and any other information requested by CPRA, within two months of final inspection, if requested.

The work for this Project shall be performed in accordance with this Agreement, the *Deepwater Horizon LA TIG Final RP/EA #4*, the LA TIG Change Memorandum dated October 21, 2021, and all Engineering Design Documents, Plans, and Specifications shall be prepared according to sound engineering principles and practices as directed and defined by the CPRA Engineering Division.

The PARISH shall also submit to CPRA all other deliverables as are specified in Article VII.A.2 and IX.

ARTICLE IX
PAYMENT

All costs incurred by the PARISH on or after the beginning of the Agreement in Article XLII, which are directly related to the work described herein, will be eligible for reimbursement in accordance with established guidelines and in accordance with Articles VI, VII, and VIII herein.

The PARISH acknowledges that any of the Project Funds not used in accordance with the terms and conditions of this Agreement, shall be reimbursed to CPRA, and that any cost and expense in excess of the total maximum Project cost, as agreed to by CPRA and set forth herein, shall be the sole responsibility of the PARISH.

Payments will be made only on the approval of Maury Chatellier, or his designee. Payment to the PARISH for services rendered shall be made according to the following and provided that the PARISH shall provide the below to CPRA, through CPRA's Project Manager identified in Article X:

- A. Prior to reimbursement, the PARISH shall render detailed monthly invoices for payment of work performed and all documentation necessary to support the invoice, including a summary of the type of work, total value of the work performed, and the costs incurred, as provided in **Attachment B**, along with the following:
 - 1. Monthly contracted services summary.
- B. Copies of all recorded time sheets/records for consultants/contractors/subcontractors/vendors shall be included in the detailed monthly invoices.
- C. Invoices shall be verified by the PARISH's consultant/contractor/ subcontractor/vendor and another properly designated official representing the PARISH as being correct and in compliance with the plans and specifications.
- D. All invoices shall be subject to verification, adjustment and/or settlement as a result of any audit referenced in Article X of this Agreement. Project costs in excess of those described in Article VI shall be borne 100% by the PARISH.
- E. Subject to any other terms of this Agreement, in no case shall the sum total of payments made by CPRA to the PARISH exceed **\$1,841,116** for the initial term of this Agreement.

Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49. Travel and other allowable expenses shall constitute part of the maximum payable under the terms of this Agreement. All out of state travel will be subject to prior written approval of the Executive Director of the CPRA.

This is a budget estimate; actual rates and quantities shall be billed as incurred, not to exceed the total maximum Project cost of **\$1,841,116**, as set forth in Article VI.

The participation by CPRA in the Project shall in no way be construed to make CPRA a party to any contract between the PARISH and its consultant(s)/contractor(s)/subcontractor(s).

ARTICLE X
RECORD KEEPING, REPORTING, AUDITS AND CONTRACT MONITORING

The Contract Monitor for this Agreement is Maury Chatellier, or his designee, and the Project Manager designated for the Project by CPRA shall be Joe Wyble, or his designee. CPRA shall provide the PARISH notice of any changes to the designated Project Manager within seven (7) days of any such change.

The Project Manager shall maintain a file relative to the necessary acquisition of services, labor and materials needed to complete the Project. Likewise, the PARISH shall maintain a

procurement file relative to the necessary acquisition of services, labor, and materials needed to complete the Project that will be subject to review by CPRA at any time and upon request.

The PARISH agrees to abide by the requirements of all applicable state and federal statutes, laws, rules, and regulations, including but not limited to any requirements of the subject NRDA restoration plan and TC SOPs.

The PARISH shall maintain all documents, papers, books, field books, accounting records, appropriate financial records and other evidence, including electronic records that are pertinent to the Project Funds, pertaining to costs incurred for the Project and shall make such materials available for inspection at all reasonable times during the Agreement period and for a six (6) year period from the date of reimbursement under the Project for inspection by CPRA and/or the Legislative Auditor; however, prior to disposal of any Project data for the Project, the PARISH shall obtain prior written approval from CPRA.

Each Party acknowledges and agrees that the Legislative Auditor of the State of Louisiana, the auditors of the Office of the Governor, Inspector General, and Division of Administration, shall have the authority to audit all records and accounts of CPRA and the PARISH which relate to this Agreement, and those of any subcontractors which relate to this Agreement. Any audit shall be performed in accordance with R.S. 24:513 *et seq.*, as applicable, and/or the TC SOPs. The PARISH further agrees to make available to the Office of the Governor, Division of Administration, any documents, papers or other records, including electronic records of the PARISH that are pertinent to the Project Funds, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the PARISH's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

CPRA and the PARISH, and any consultants/contractors/subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of ten (10) years after the date of final payment under the prime contract and any contract/subcontract entered into under this Agreement.

The purpose of submission of documentation by CPRA to the PARISH, or by the PARISH to CPRA as required by this Agreement is to verify that such documentation is being produced, to provide evidence of the progress of the Project, and to verify that the expenditure of Project funds occurs in accordance with the terms of this Agreement. CPRA assumes no responsibility to provide extensive document review for any documents received by the PARISH or its consultants/contractors/subcontractors or to determine the completeness or accuracy of any such documentation. The PARISH and its consultants/contractors/subcontractors shall also be responsible for, and assure, compliance with all applicable state statutes, laws, rules, and regulations in carrying out any of its obligations under this Agreement.

The PARISH shall be responsible for monitoring any consultants, contractors and subcontractors to ensure that work performed in connection with this Agreement comports with the Agreement's terms and all applicable federal and state laws, rules, regulations, and guidelines.

The Parties agree to abide by the relevant record keeping, reporting, auditing, and monitoring provisions set forth in the TC SOPs.

ARTICLE XI

TERMINATION FOR CAUSE

CPRA may terminate this Agreement for cause based upon the failure of the PARISH to comply with the terms and/or conditions of the Agreement; provided that CPRA shall give the PARISH written notice specifying the PARISH's failure. If within thirty (30) days after receipt of

such notice, the PARISH 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 CPRA may, at its option, place the PARISH in default and the Agreement may terminate on the date specified in such notice.

The PARISH may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of CPRA to comply with the terms and conditions of this Agreement; provided that the PARISH shall give CPRA written notice specifying CPRA's failure and providing a reasonable opportunity for CPRA to cure the defect.

In the event that either Party elects to terminate this Agreement pursuant to this Article, the Parties agree to participate in a final cost accounting as of the date of termination and in accordance with the terms and conditions herein. The obligations under this Article shall survive termination or expiration of this Agreement for any reason.

ARTICLE XII

TERMINATION FOR CONVENIENCE

CPRA may terminate this Agreement at any time by giving thirty (30) days written notice to the PARISH. The PARISH may likewise terminate this Agreement at any time by giving thirty (30) days written notice to CPRA. The PARISH shall be entitled to reimbursement for the costs of deliverables in progress, to the extent work has been performed satisfactorily as of the date of termination and any costs or expenses the PARISH incurs which are directly associated with the termination, modification, or change of any underlying engineering, design and/or consultant contracts for the Project.

In the event that either Party elects to terminate this Agreement pursuant to this Article, the Parties agree to participate in a final cost accounting as of the date of termination and in accordance with the terms and conditions herein. The obligations under this Article shall survive termination or expiration of this Agreement for any reason.

ARTICLE XIII

ALLOWABLE COSTS

Costs that result from obligations incurred by the PARISH during a suspension or after termination are not allowable unless CPRA expressly authorizes them in writing in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by the PARISH before the effective date of suspension or termination, and are not in anticipation of it; and (2) the costs would be allowable if the award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

ARTICLE XIV

NON-DISCRIMINATION CLAUSE

The Parties agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, the Davis-Bacon Act (40 USC 276a et seq.), and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The Parties agree 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, disability, or age in any matter relating to employment.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE XV
COMPLIANCE WITH STATE AND FEDERAL LAW

The Parties agree to comply with any applicable Federal labor laws covering non-Federal construction, which may include but are not limited to, the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c) and to the extent if applicable 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act) (formerly 40 U.S.C. 276a *et seq.*). The Parties further agree, in the case of any equipment and/or product authorized to be purchased under this Agreement, to comply with the Buy American Act 41 U.S.C. 8301-8305 (formerly 41 U.S.C. 10a-10c), if and as applicable.

Further, the PARISH and its employees, subcontractors and agents shall agree to comply with all applicable Federal, State, and Local laws, rules, regulations, guidelines, policies, and ordinances, in carrying out all provisions of this Agreement.

ARTICLE XVI
EMPLOYEE WHISTLEBLOWER RIGHTS
AND REQUIREMENT TO INFORM

This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and Federal Acquisition Regulation (F.A.R.) 3.908.

The PARISH and any retained contractors shall inform their employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the F.A.R.

The PARISH and any retained contractors shall insert the substance of this clause, including this paragraph, in all subcontracts over the simplified acquisition threshold.

ARTICLE XVII
VETERANS AND HUDSON INITIATIVES

CPRA fully participates in and encourages the PARISH and any retained contractors to participate in the Hudson Initiative. The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as “LaVets” and “SEs” respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible contractors are encouraged to become certified. Eligible contractors are also required to make it clear in their proposal that they are certified by attaching a certification document. Qualification requirements and online certification are available at <https://smallbiz.louisianaeconomicdevelopment.com>.

ARTICLE XVIII
HOLD HARMLESS AND INDEMNITY

The PARISH shall be fully liable for the actions of its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors,

vendors, and other persons under its control, and shall fully indemnify and hold CPRA and its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control, harmless from suits, actions, damages, and costs of every name and description relating to personal injury and/or damage to real or personal tangible property, caused by the negligence, failure to act or legal fault of the PARISH, its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control, without limitation, except that the PARISH shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the negligent act or failure to act or legal fault of CPRA, and its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control.

No Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties herein.

The obligations under this Section shall survive termination or expiration of this Agreement for any reason.

ARTICLE XIX **CLAIMS FOR LIENS**

The PARISH shall be solely liable for and shall hold CPRA harmless from any and all claims or liens for labor, services or material furnished to the PARISH in connection with the performance of its obligations under this Agreement.

ARTICLE XX **TAXES**

The PARISH hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be PARISH's obligation and identified under Federal Tax Identification Number 72-6001208.

ARTICLE XXI **AMENDMENTS**

Notwithstanding any other provision herein, the Parties agree that any change to this Agreement shall require a written amendment, mutually agreed upon and signed by both Parties. The terms and conditions contained in this Agreement may not be amended, modified, superseded, subsumed, terminated, or otherwise altered except by mutual written consent of all Parties hereto.

ARTICLE XXII **OWNERSHIP**

All records, reports, documents and other material delivered or transmitted to the PARISH by CPRA shall remain the property of CPRA and shall be returned by the PARISH to CPRA upon request 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 PARISH in connection with performance of the services contracted for herein shall be the property of the PARISH, and shall be retained in accordance with the terms of this Agreement.

ARTICLE XXIII **NO ASSIGNMENT**

The PARISH shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment, subrogation or novation), without prior written consent

of CPRA, provided however, that claims for money due or to become due to the PARISH from CPRA 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 CPRA.

ARTICLE XXIV
FISCAL FUNDING CLAUSE

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Louisiana Legislature. If the Louisiana Legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if the allocation is rescinded or reduced by the State in case of an emergency, or the appropriation is reduced by veto of the Governor or by any other 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 rescinded, reduced, or not appropriated.

ARTICLE XXV
CERTIFICATION OF DEBARMENT / SUSPENSION STATUS

All Parties certify with their execution of this Agreement that it is not suspended, debarred or ineligible from entering into contracts or agreements with any department or agency of the Federal Government, or in receipt of notice of proposed debarment or suspension. The PARISH further certifies with its execution of this Agreement that it is not suspended, debarred or ineligible from entering into contracts or agreements with any department or agency of the State of Louisiana, or in receipt of notice of proposed debarment or suspension.

All Parties agree to secure from any consultants, contractors, and/or subcontractors for the Project certification that such consultants, contractors, and/or subcontractors are not suspended, debarred or declared ineligible from entering into contracts with any department or agency of the Federal Government, or in receipt of a notice of proposed debarment or suspension. The Parties further agree to secure from any consultants, contractors, and/or subcontractors for the Project certification that such consultants, contractors, and/or subcontractors are not suspended, debarred or declared ineligible from entering into contracts with any department or agency of the State of Louisiana, or in receipt of a notice of proposed debarment or suspension.

All Parties agree to provide immediate notice to the other party in the event of it or its consultants, contractors, and/or any subcontractors associated with the Project being suspended, debarred or declared ineligible by any department or agency of the Federal Government, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this Agreement. The PARISH further agrees to provide immediate notice to CPRA in the event of it or its consultants, contractors, and/or any subcontractors being suspended, debarred or declared ineligible by any department or agency of the State of Louisiana, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this Agreement.

Upon notice of suspension, debarment, or declaration that either Party and/or its consultants, contractors and/or any subcontractors are ineligible to enter into contracts with any department or agency of the Federal Government, either prior to or after execution of this Agreement, each Party reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Agreement pursuant to the terms of Article XI in this Agreement, or take such other action it deems appropriate under this Agreement. Upon notice of suspension, debarment, or declaration that the PARISH and/or its consultants, contractors, and/or any subcontractors are ineligible to enter into contracts with any department or agency of the State of Louisiana, either prior to or after execution of this Agreement, CPRA further reserves

the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Agreement pursuant to the terms of Article XI in this Agreement, or to take such other action it deems appropriate under this Agreement.

ARTICLE XXVI
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successors and assigns of the respective parties hereto.

ARTICLE XXVII
NO THIRD PARTY BENEFICIARY

Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement as indicated herein or by operation of law.

ARTICLE XXVIII
RELATIONSHIP OF PARTIES

- A. In the exercise of their respective rights and obligations under this Agreement, the PARISH and CPRA each act in an independent capacity, and no Party is to be considered the officer, agent, or employee of the other, unless otherwise provided by law.
- B. In the exercise of its rights and obligations under this Agreement, no Party shall provide, without the consent of the other Party, any consultant/contractor/subcontractor with a release that waives or purports to waive any rights the other Party may have to seek relief or redress against that consultant/contractor/subcontractor either pursuant to any cause of action that the other Party may have or for violation of any law.
- C. The participation CPRA in the Project shall in no way be construed to make CPRA a party to any contract between the PARISH, its consultants, contractors, and/or subcontractors or between CPRA and any third party. The participation by the PARISH in the Project shall in no way be construed to make the PARISH a party to any contract between CPRA and/or either's consultants, contractors, and/or subcontractors, or any third party.

ARTICLE XXIX
APPLICABLE LAW, VENUE AND DISPUTES

This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. Before any Party to this Agreement may bring suit in any court concerning any issue relating to this Agreement, such Party must first seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties. The exclusive venue for any suit arising out of this Agreement shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, Louisiana.

ARTICLE XXX
REMEDIES FOR DEFAULT

Any claim or controversy arising out of this Agreement shall be resolved by the provisions of LSA - R.S. 39:1672.2-1672.4.

ARTICLE XXXI
DELAY OR OMISSION

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

ARTICLE XXXII
SEVERABILITY

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

ARTICLE XXXIII
ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

ARTICLE XXXIV
PROVISION REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement shall forthwith be amended to make such insertion or correction.

ARTICLE XXXV
ANTI-LOBBYING

The PARISH and its consultants, contractors, or subcontractors agree not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

The PARISH and all of its consultants, contractors, and subcontractors shall agree to comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has

not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. The PARISH and each of its and all of its consultants, contractors, and subcontractors shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

ARTICLE XXXVI
REPORTING OF FRAUD, WASTE, ABUSE OR CRIMINAL ACTIVITY

In accordance with La. R.S. 24:523.1, any actual or suspected misappropriation, fraud, waste or abuse of public funds shall be reported to one of the following:

Toll-Free Phone: 1-844-50-FRAUD (1-844-503-7283); or

Fax to: 1-844-40-FRAUD (1-844-403-7283); or

Via U.S. Mail: LLA Hotline P. O. Box 94397 Baton Rouge, LA 70804.

ARTICLE XXXVII
PROHIBITED ACTIVITY, CONFLICTS OF INTEREST, AND CODE OF ETHICS

The PARISH and its consultants, contractors, and subcontractors are prohibited from using, and shall be responsible for its consultants, contractors, and subcontractors being prohibited from using, the Project Funds provided herein for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. The PARISH and its consultants, contractors, and subcontractors will comply with the provision of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

The PARISH and any entity or individual performing work under this Agreement subject to any form of legal agreement with the PARISH, including without limitation, consultants, contractors and subcontractors, must comply with the conflicts of interest provisions referenced in CPRA's Conflicts of Interest Policy as contained in CPRA's Policy No. 4, entitled "Governmental Ethics Compliance and Dual Employment", effective April 1, 2009, as well as any additional agency conflicts of interest policies or procedures that CPRA may implement in the future.

The PARISH and any entity or individual performing work under this Agreement subject to any form of legal agreement with the PARISH, including without limitation, consultants, contractors and subcontractors, must also comply with Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 *et seq.*, Code of Governmental Ethics) in the performance of services called for in this Agreement. The PARISH agrees to immediately notify the CPRA if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

ARTICLE XXXVIII
COVENANT AGAINST CONTINGENT FEES

The PARISH shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, CPRA shall have the right to annul this Agreement without liability in accordance with Article XI ("Termination for Cause") of this Agreement or, in its discretion, to deduct from this Agreement

or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

ARTICLE XXXIXL
DRUG FREE WORKPLACE COMPLIANCE

The PARISH hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended and with 24 C.F.R. Part 21. Further, in any contracts executed by and between the PARISH and any third parties funded using the Project Funds under this Agreement, there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended, in accordance with 48 FAR 23.500, *et seq.*, and 48 C.F.R. 52.223-6.

ARTICLE XL
NO AUTHORSHIP PRESUMPTIONS

Each of the Parties has had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. Each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a Party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.

ARTICLE XLI
DESIGNATION OF POINTS OF CONTACT

The Parties designate the following persons to be their official contacts in relation to this Agreement. Any Party may change its contact person upon written notice to the other Party. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given, if in writing and delivered personally or sent by registered or certified mail as follows:

If to the PARISH:

Matthew Jewell
Parish President
Courthouse, Third Floor
15045 River Road
P.O. Box 302
Hahnville, LA 70057
985-783-5000

If to CPRA:

Lawrence B. Haase
Executive Director
Coastal Protection and Restoration Authority
150 Terrace Avenue
Baton Rouge, LA 70802
225-342-7308

ARTICLE XLII
EFFECTIVE DATE / DURATION / MODIFICATION / TERMINATION

This Agreement shall begin on May 9, 2022, and terminate on July 31, 2025. This Agreement shall terminate upon mutual execution of a “notice of completion”, acknowledging that all actions and activities described in the Implementation Work Plan (attached hereto as **Attachment A**) have been satisfied, unless otherwise terminated or amended by written mutual agreement of all parties or in accordance with the terms herein.

Except as otherwise provided herein, the provisions, terms and conditions contained in this Agreement may not be amended, modified, superseded, terminated, or otherwise altered except by mutual written consent of all Parties hereto.

This Agreement may be executed in multiple originals.

THUS SIGNED on the dates indicated below before competent witnesses.

COASTAL PROTECTION AND RESTORATION AUTHORITY

BY: _____

Lawrence B. Haase, Executive Director

DATE: _____

WITNESSES:

Signature

Print Name

Signature

Print Name

THUS SIGNED on the dates indicated below before competent witnesses.

ST. CHARLES PARISH

BY: _____

Matthew Jewell, Parish President

DATE: _____

WITNESSES:

Signature

Print Name

Signature

Print Name

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this _____ day of _____, 2022, personally came and appeared Lawrence B. Haase, to me known, who declared that he is the Executive Director of the Coastal Protection and Restoration Authority, that he executed the foregoing Agreement on behalf of said entity, that the Agreement was signed pursuant to the authority granted to him by said entity, and that he acknowledged the Agreement to be the free act and deed of said entity.

Signature

Printed Name

Louisiana Notary Public/Bar Number

My commission expires: _____
(SEAL)

STATE OF LOUISIANA

PARISH OF ST. CHARLES

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this _____ day of _____, 2022, personally came and appeared Matthew Jewell, to me known, who declared that he is the Parish President of St. Charles Parish, that he executed the foregoing Agreement on behalf of said entity, that the Agreement was signed pursuant to the authority granted to him by said entity, and that he acknowledged the Agreement to be the free act and deed of said entity.

Signature

Printed Name

Louisiana Notary Public/Bar Number

My commission expires: _____
(SEAL)

ATTACHMENT A

Louisiana Trustee Implementation Group Implementation Work Plan for Des Allemands Boat Launch

This *Deepwater Horizon* (DWH) Implementation Work Plan outlines the tasks and activities to be undertaken to implement the Des Allemands Boat Launch project authorized by the Louisiana Trustee Implementation Group (LA TIG) in the Louisiana Trustee Implementation Group Final Restoration Plan/Environmental Assessment #4: Nutrient Reduction (Nonpoint Source) and Recreational Use (RP/EA #4) and Resolution #LA-2022-013. The Louisiana Coastal Protection and Restoration Authority (CPRA) is the Lead Trustee for this project and will oversee the work performed by St. Charles Parish as outlined herein.

ACTIVITIES

Project Implementation

1. Activities and responsibilities. St. Charles Parish is responsible for the planning, engineering and design, permitting and consultation, and construction of the project, as outlined in RP/EA #4.
2. Timeframe. Implementation will begin as soon as environmental compliance is completed.

Activity	Responsible Party	Funds	Expected Timeframe
Planning and E&D	St. Charles Parish	DWH NRDA	4-6 months
Permitting and Consultation	St. Charles Parish /LA TIG	DWH NRDA	6 months
Construction	St. Charles Parish	DWH NRDA	24 months

Operation and Maintenance

1. Activities and responsibilities. St. Charles Parish is responsible for all maintenance activities and costs related to the new and improved structures, which would include a 4,873-foot-long × 22-foot-wide limestone access road with adjacent drainage improvements for boat ramp traffic from Louisiana Highway 632 to the parking lot (480 feet paved with asphalt at turnoff); a paved (asphalt) parking lot with up to 60 spaces large enough to accommodate a vehicle with a trailer as well as 16 single car spaces, four of which would be ADA compliant; two paved access roads (dimensions TBD; est. 30 feet wide x 260 feet long per road) on either side of the parking lot providing access to the four launch ramps at Bayou Des Allemands; four concrete boat launch ramps (final dimensions TBD; est. 90-foot-long × 12-foot-wide) with an adjacent approximately 14,400-square-foot maneuvering area; three 50-foot-long × 8-foot-wide (400-square-foot each) wooden docks constructed of treated wood; two 100-foot-long × 7-foot-wide fishing piers constructed of treated wood; two 4-foot-wide ADA-compliant concrete walkway (length TBD; est. 270 feet per walkway) for foot traffic from the fishing pier to the parking area, as well as any repairs or maintenance needed over the life of these structures.

2. Funding. The funding for operation and maintenance activities are the responsibility of St. Charles Parish. After the project is constructed, St. Charles Parish may elect to charge a launch fee to partially fund operation and maintenance of the facility.
3. Timeframe. St. Charles Parish will conduct reasonable and appropriate maintenance with respect to this project, beginning at the completion of construction of the infrastructure and improvements as described in RP/EA #4.

Monitoring

1. Activities and responsibilities. Monitoring of the alternative will include ensuring that all elements are constructed as designed, and that the alternative enhances recreational use compared with pre-construction conditions. St. Charles Parish is responsible for performance and use monitoring and for obtaining as-built designs from the project engineer. Funding for post-construction monitoring will be provided by St. Charles Parish.
2. Funding. The funding source for monitoring activities is St. Charles Parish funds.
3. Timeframe. St. Charles Parish will conduct monitoring as outlined in the RP/EA #4 for 5 years.

BUDGET

1. The total DWH funding available for the project is \$1,841,116. The funding will be utilized for construction; St. Charles Parish will provide the funding for design services and any additional funding needed to complete construction. This cost estimate does not include funds for operation, maintenance, or monitoring, all of which are the responsibility of St. Charles Parish. Any costs incurred or obligated for any construction activity over and above the DWH funded portion of this project budget must be approved in advance in writing as per the Implementation Agreement and approved by the TIG.

REPORTING REQUIREMENTS/DELIVERABLES

1. Project Implementation. CPRA will provide financial and implementation project status to the LA TIG at regularly scheduled LA TIG meetings (monthly or as requested). Reporting requirements for project implementation will continue until construction of the infrastructure and improvements described in the RP/EA #4 is complete. At any time, the LA TIG may request CPRA to provide a status update on implementation and monitoring of the Project. Upon request and justification by CPRA, and as consistent with the Trustee Council Standard Operating Procedures (TC SOPs), the LA TIG may grant flexibility in meeting the reporting requirements of this Implementation Plan. CPRA will update project records in DIVER at least annually, and as needed following the TC SOPs, throughout the planning, execution, and post-execution stages. These updates will include, but may not be limited to, the following: contracting actions, financial expenditures, environmental compliance, planning and construction milestones and outcomes, and long-term activities, including monitoring and operations, management, and maintenance, as applicable.

2. Project Monitoring. St. Charles Parish will provide an annual report to CPRA by January 30th of each year describing the prior year's monitoring activity in accordance with the Monitoring Plan. Each monitoring report should describe 1) the monitoring activity; 2) date of each activity; 3) expenditures; and 4) information collected. CPRA, in conjunction with St. Charles Parish, will be responsible for reporting on general monitoring activities as part of the project reporting, following the TC SOPs, into DIVER. Reporting requirements for project monitoring will continue for the duration of the monitoring activities specified in the Monitoring Plan. Reporting requirements for project monitoring will continue for the duration of the monitoring activities specified in the Monitoring Plan.
3. Letter of Completion. Within 45 days of completion of all requirements specified in this Work Plan, St. Charles Parish will submit a letter of completion to CPRA. This letter will certify that all project components have been completed through a final monitoring report and provide a final accounting of expenditures, funds balance, including interest, and the total amount of funds that will be returned to CPRA, if required.
4. Form. All project reporting will be in the form specified by CPRA and consistent with the reporting requirements in the RP/EA #4 and the TC SOPs.

ADDITIONAL TERMS:

1. CPRA will notify the LA TIG of material project changes during design or construction before taking further action on the project. Notifications will include a brief discussion of the change, impact, and proposed path forward. Any material project changes must be approved by the LA TIG.
2. At the time this Work Plan is approved, environmental compliance with federal regulations is still pending for the project. The LA TIG Trustees agree that all applicable regulatory compliance activities must be completed prior to undertaking any construction related activities for the project and that the terms and conditions of all federal, state, and local permits must be complied with in the course of implementing the project. All compliance documents will be posted to the project file on the LA TIG SharePoint site.

Bald and Golden Eagle Protection Act (USFWS)	Complete
Coastal Barrier Resources Act (CRA) (USFWS)	Complete
Coastal Zone Management Act (CZMA)	Complete
Endangered Species Act (ESA) Section 7 (NMFS)	Complete
Endangered Species Act (ESA) Section 7 (USFWS)	Complete
Essential Fish Habitat (EFH) (NMFS)	Complete
Marine Mammal Protection Act (MMPA) (USFWS)	Complete
Migratory Bird Treaty Act (MBTA) (USFWS)	Complete
National Historic Preservation Act (NHPA)	In Progress
Rivers and Harbors Act/Clean Water Act (USACE permit)	Complete

REFERENCE DOCUMENTS:

1. CPRA will provide the following to St. Charles Parish upon execution of the Work Plan and Implementation Agreement.
 - LA TIG RP/EA #4
 - Project Monitoring Plan
 - Trustee Council Standard Operating Procedures

ATTACHMENT B
MONTHLY MONITORING REPORT
CONTRACT NO. _____

Date: _____

Contracting Party: _____ CPRA Contract No. _____

Project Title: “ _____ ”

Invoice No. _____ Invoice Amount: _____

Total Contract Amount: \$ _____ Contract Balance: \$ _____

Total Task Amount: \$ _____ Task Balance: \$ _____

Total invoiced to date: \$ _____

I. **WORK COMPLETED TO DATE (ACCORDING TO TYPE CONTRACT):**

- A. Percentage of work completed [include percentage completed and/or milestones accomplished (give dates)].
- B. Hourly (include services performed and number of hours worked).
- C. Scope of Services Outlined by Tasks (include tasks completed or portion of task completed to date).
- D. Actual Costs Incurred
- E. Fee Schedule

II **FOR EACH PROJECT A NARRATIVE OF IMPLEMENTATION PROGRESS INCLUDING:**

- A. Tasks and/or milestones accomplished (give dates)

B. Tasks and/or milestones not accomplished with explanation or assessment of:

1. Nature of problems encountered:
2. Remedial action taken or planned:
3. Whether minimum criteria for measure can still be met:
4. Likely impact upon achievement:

III DELIVERABLES

IV OTHER DISCUSSIONS OF SPECIAL NOTE

Contracting Party _____ Date _____
(Printed Name)

Approval _____ Date _____
CPRA Project Manager (Printed Name)

Approval _____ Date _____
CPRA Contract Monitor or Designee (Printed Name)