

**INTERGOVERNMENTAL AGREEMENT**

**BETWEEN**

**STATE OF LOUISIANA**

**THROUGH THE**

**COASTAL PROTECTION AND RESTORATION AUTHORITY**

**AND**

**ST. CHARLES PARISH**

**REGARDING**

**THE OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, AND  
REHABILITATION OF**

**THE DAVIS POND FRESHWATER DIVERSION**

**PROJECT NO. BA-0001**

**THIS INTERGOVERNMENTAL AGREEMENT** (hereinafter referred to as the “**AGREEMENT**”), is entered into and effective by and between the State of Louisiana through the **COASTAL PROTECTION AND RESTORATION AUTHORITY** (hereinafter referred to as the “**CPRA**”) acting by and through its Executive Director **MICHAEL HARE**, and St. **CHARLES PARISH** (hereinafter referred to as the “**LOCAL**”) represented by its duly authorized Parish President, **MATTHEW JEWELL** (**CPRA** and **LOCAL** are referred to herein collectively as the “**PARTIES**” or individually as “**PARTY**”).

**WHEREAS**, Article VII, Section 14 of the Louisiana Constitution provides, in part, that “(f)or a public purpose, the state and its political subdivisions or political corporations 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

**WHEREAS**, pursuant to La. R.S. 49:214.5.2(A)(1), the **COASTAL PROTECTION AND RESTORATION AUTHORITY BOARD** (hereinafter referred to as the “**BOARD**”) represents the State of Louisiana’s position in policy relative to the protection, conservation, enhancement, and restoration of the coastal area of the state through oversight of integrated coastal protection projects and programs; and

**WHEREAS**, pursuant to La. R.S. 49:214.6.1, **CPRA** is the implementation and enforcement arm of the **BOARD** and is directed by the policy set by the **BOARD**, and **CPRA** administers the programs, projects, and activities approved for funding by the **BOARD**, and, therefore, **CPRA** shall administer and implement the obligations undertaken pursuant to this **AGREEMENT**; and

**WHEREAS**, pursuant to La. R.S. 49:214.6.2, **CPRA** 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, and may enter into contracts with the federal government, local governing authorities, and political subdivisions for the implementation of coastal protection projects, programs, or activities; and

**WHEREAS**, the **LOCAL** is the governing body of St. Charles Parish, with the authority of a local political subdivision to enter into agreements with governmental bodies, such as **CPRA**, for the public welfare, health, safety, and good order of St. Charles Parish by virtue of the specific authority granted in La. R.S.33:1236; and

**WHEREAS**, the **PARTIES** desire to enter into this **AGREEMENT** for the purpose of performing the operations, maintenance, repair, replacement, and rehabilitation (OMRR&R) of the Davis Pond Freshwater Diversion Project in the vicinity of Luling, Louisiana (hereinafter referred to as the “**PROJECT**”); and

**WHEREAS**, the **PROJECT** is an integrated coastal protection project eligible for funding under Section 105 of the Gulf of Mexico Energy Security Act of 2006 (“**GOMESA**”) (Title I of Division C of Pub. L. 109-432; 43 U.S.C. § 1331, *et seq.*; 120 Stat. 3000), 30 C.F.R. Part 1219, as amended, Louisiana Constitution Article VII, Sections 9(B), 10.1, and 10.2, and La. R.S. 49:214.5.4(E); and

**WHEREAS**, this **AGREEMENT** contemplates that in the future that **GOMESA** may be referred to as the Gulf of America Energy Security Act (“**GOAESA**”), *see* Exec. Order No. 14172, 90 Fed. Reg. 8629 (Jan. 20, 2025) (“Restoring Names That Honor American Greatness”) and JML 25-027 (Mar. 13, 2025) (“The Gulf of America”), and it is inferred that **GOMESA** and **GOAESA** are synonymous for the purposes of this **AGREEMENT**; and

**WHEREAS**, the **PROJECT** is consistent with Louisiana’s Comprehensive Master Plan for a Sustainable Coast, is included in an Annual Plan approved by the Louisiana Legislature, and is identified as eligible for allocation of proposed funding, contingent upon funding being made available to **CPRA** for the **PROJECT**; and

**WHEREAS**, **LOCAL** shall be solely responsible for any mitigation associated with the OMRR&R 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 **LOCAL**, 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 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**

### **PURPOSE AND IDENTIFICATION**

#### **A. PURPOSE**

The purpose of this **AGREEMENT** is to set forth the terms, conditions, and responsibilities to be performed by **LOCAL** and **CPRA** in the in the continuing operation, maintenance, repair, replacement, and rehabilitation (**OMRR&R**) of the **DAVIS POND FRESHWATER DIVERSION PROJECT**. An Operation & Maintenance Manual and a Water Control Plan have been prepared by the United States Army Corps of Engineers (**USACE**), which shall serve as the primary **OMRR&R** guidance for the **PROJECT**.

#### **B. IDENTIFICATION**

For the purpose of administration, identification, and record keeping, State Project Number **BA-0001** is assigned to this **PROJECT**. This number will be used to identify all **PROJECT** costs.

## **ARTICLE II**

### **SCOPE AND PROJECT DESCRIPTION**

The scope of work for the **PROJECT** shall be consistent with **ARTICLE III** (“**PROJECT RESPONSIBILITY**”), and as identified in **ATTACHMENT A** (“**SCOPE OF WORK**”) to this **AGREEMENT**.

The **PROJECT** became operational in 2001. It is designed to introduce freshwater, nutrients, and generally fine sediments into the marshes of the Barataria Basin in St. Charles, Jefferson, Lafourche and Plaquemines Parishes. The **PROJECT** is located at Mile 118.4 Above Head of Passes on the right descending bank of the Mississippi River. The **PROJECT** consists of four 14-foot x 14-foot box culverts with corresponding inflow and outflow channels, guide levees, a 570 cubic foot per second pumping station and a ponding area of approximately 9,311 acres, bounded along the north shore of Lake Cataouatche by a gabion shoreline protection approximately 9,425 feet long. The inflow channel has a length of approximately 535 feet and a bottom width of approximately 85 feet. The outflow channel has a length of approximately 11,043 feet, a bottom width of approximately 120 feet, and a water depth of approximately 20 feet at maximum flow.

**CPRA** and the **USACE** have entered into the Project Cooperation Agreement and Amendment No. 1 (**PCA**) for the Davis Pond Freshwater Diversion Feature and are providing financial and technical support for operating the Davis Pond Project. While **CPRA** is the local, non-federal sponsor responsible for **OMRR&R** for the **PROJECT** pursuant to the **PCA** with **USACE**, **CPRA** is contracting with **LOCAL**, through this **AGREEMENT**, to perform the **PROJECT OMRR&R** in accordance with the terms and conditions set forth herein. The proper operation, maintenance, and monitoring associated with the **PROJECT** is essential in achieving the long-term

benefits envisioned and prescribed in the Davis Pond General Design Memorandum (GDM) No. 1, prepared by the USACE.

The scope of the work for the **PROJECT** is provided in **ARTICLE IV**, and shall include:

1. **OMRR&R** of the Davis Pond Freshwater Diversion Structure;
2. **OMRR&R** of the Davis Pond Drainage Pump Station; and
3. **OMRR&R** of the East and West Guide Levees which bound the **PROJECT** outflow channel and ponding area.
4. **OMRR&R** within the **PROJECT** ponding area as requested by **CPRA**.

### **ARTICLE III**

#### **PROJECT RESPONSIBILITY**

##### **A. CPRA PROJECT RESPONSIBILITY**

1. Provide funding to **LOCAL** in accordance with the terms and conditions of this **AGREEMENT** for the **OMRR&R** of the **PROJECT** as described herein and in **ATTACHMENT A** (“SCOPE OF WORK”).
2. Provide appropriate **CPRA** personnel for consultation, as necessary.
3. Provide access to relevant resources required in the performance of the work under this Agreement, as necessary.
4. Review and approve design criteria developed by **LOCAL**.
5. If requested by **CPRA**, perform secondary review of plans and specifications. **LOCAL** shall be responsible for primary review and shall provide comments on plans and specifications.
6. If requested by **CPRA**, review and approve any Notice to Proceed (“NTP”) for work pertaining to the **PROJECT**.
7. Review and approve any Scope of Work changes for any contract(s) and any amendment(s) entered into between **LOCAL** and its consultant(s), contractor(s), subcontractor(s), and/or vendor(s) for professional services (hereinafter referred to as the “**SERVICES CONTRACT DOCUMENTS**”) for the **PROJECT**.
8. Review and approve any change order that increases the amount of the original maintenance construction contract (hereinafter referred to as “construction”), awarded through the public bid process (hereinafter referred to as the “**CONSTRUCTION CONTRACT AWARD**”), prior to execution of the change order.
9. If requested by **CPRA**, perform secondary review and approval of any change order that does not increase the **CONSTRUCTION CONTRACT AWARD**, prior to execution of the change order.
10. If Value Engineering is requested by either **PARTY**, review and approve all cost savings resulting from Value Engineering.

11. Issue written authorization prior to advertisement of the **PROJECT**, or any phase thereof, for public bid.
12. If requested by **CPRA**, perform secondary review of bids received prior to contract award. **LOCAL** shall be responsible for primary review of bids, and shall evaluate bids received and provide a recommendation either to reject all bids or to award the contract to the lowest responsive and responsible bidder.
13. Attend pre-bid conference, if requested by either **PARTY**.
14. Attend the pre-construction meeting and bi-weekly construction progress meetings, if requested by either **PARTY**.
15. Attend the final inspection upon completion of the **PROJECT** if requested by either **PARTY**.

**B. LOCAL PROJECT RESPONSIBILITY**

1. Perform and/or contract to perform the **OMRR&R** of the **PROJECT** in accordance with **ATTACHMENT A** (“SCOPE OF WORK”) and the terms and conditions of this **AGREEMENT**.
  - a. Work under this **AGREEMENT** for the **PROJECT** shall be in accordance with all applicable laws, rules, and regulations, and **LOCAL** shall ensure that the work is the best obtainable within established trade practice. The submittal of documentation to **CPRA** as required by this **AGREEMENT** shall be for the purpose of verifying that the funds are spent in accordance with this **AGREEMENT** and the applicable legislation, providing evidence of the progress of the **PROJECT**, and verifying that such documentation is being produced. **LOCAL** shall be responsible for submitting complete and accurate documentation.
  - b. **OMRR&R** of the **PROJECT** shall be in accordance with **CPRA** minimum design standards and accepted sound engineering principles, as delineated in the design criteria to be developed by **LOCAL**. **LOCAL** shall provide design criteria to **CPRA**’s Project Manager, identified in **ARTICLE VI** (“RECORD KEEPING AND MONITORING”) of this **AGREEMENT**, for review and written approval prior to initiation of any work for the **PROJECT** under this **AGREEMENT**. **LOCAL**’s failure to develop design criteria that are approvable by **CPRA** may result in termination of this **AGREEMENT**, at **CPRA**’s sole discretion.
  - c. All engineering design documents, plans, and specifications shall be prepared by or under the direct supervision of a professional engineer licensed in the discipline of civil engineering and registered in the State of Louisiana in accordance with La. R.S. Title 37 and 46, regarding Professional and Occupational Standards, as governed by the Louisiana Professional Engineering and Land Surveying Board.

- d. During the **OMRR&R** period for all work performed under a **CONSTRUCTION CONTRACT AWARD**, **LOCAL**, or its agent, shall provide **PROJECT** construction updates through continuous electronic access to all construction progress documents and/or through a monthly status report that summarizes the progress of construction.
2. If work is performed under a **CONSTRUCTION CONTRACT AWARD**, **CPRA** shall be invited to the preconstruction meeting, and all construction progress meetings. **LOCAL** will immediately notify **CPRA** of any construction delays or specific environmental concerns. Any preconstruction meeting shall comply with the requirements of La. R.S. 38:2225.6(B), as applicable. Perform and/or contract to perform the management and oversight of work for the **PROJECT**, in accordance with the following:
    - a. **LOCAL** shall review and provide comments on all plans and specifications. **LOCAL** shall provide all plans and specifications to **CPRA** prior to public bid of any work under this **AGREEMENT**. At **CPRA**'s request, **LOCAL** shall obtain written approval of plans and specifications from **CPRA**'s Project Manager prior to public bid of any work under this **AGREEMENT**.
    - b. **LOCAL** shall obtain written approval from **CPRA**'s Project Manager prior to the issuance of a NTP by **LOCAL** and before any associated costs are incurred by **LOCAL** to any consultant(s), contractor(s), and/or subcontractor(s), or to any other third party(ies), for work pertaining to the **PROJECT** under this **AGREEMENT**. A minimum period of ten (10) business days is required by **CPRA** for review.
    - c. **LOCAL** shall properly document, organize, and submit all Scope of Work changes relating to any **SERVICES CONTRACT DOCUMENTS** to **CPRA**'s Project Manager for review and written approval prior to issuance of a NTP. A minimum period of ten (10) business days is required by **CPRA** for review.
    - d. **LOCAL** shall submit any change order that increases the **CONSTRUCTION CONTRACT AWARD** to **CPRA** for review and approval, prior to execution of the change order. Approval of such change orders shall be at **CPRA**'s sole discretion.
    - e. **LOCAL** shall notify **CPRA** in writing of any change order that does not increase the **CONSTRUCTION CONTRACT AWARD**, and **LOCAL** shall submit such change orders to **CPRA** for review and approval upon **CPRA**'s request.
    - f. If Value Engineering is requested by either **PARTY**, **LOCAL** shall document, detail, and submit all cost savings resulting from Value Engineering for the **PROJECT** to **CPRA**'s Project Manager for review and written approval prior to the issuance of a NTP for a change in Scope of Work by **LOCAL** resulting from Value

Engineering. A minimum period of fifteen (15) business days is required by **CPRA** for review.

- g. Upon request of **LOCAL** in writing, **CPRA**, in its sole discretion, may complete its review in less than the required minimum period.
  - h. **LOCAL** shall submit Certified Monthly Monitoring Reports, as provided in **ATTACHMENT C** to this **AGREEMENT**, to **CPRA**'s Project Manager.
3. Perform and/or contract to perform the construction administration, supervision and inspection, project management support during construction, and design engineering services during construction for the **PROJECT**.
  4. Retain an engineer of record for the **PROJECT** for construction administration and design engineering services during construction for the duration of the **PROJECT**.
  5. Provide any **PROJECT**-related documents requested or required by **CPRA**, and as detailed in **ARTICLE IV** ("DELIVERABLES") of this **AGREEMENT**.
  6. Procure work necessary for construction in accordance with state law when a public works work item and/or task for the **PROJECT** is of a scope and magnitude that is beyond the construction capabilities of **LOCAL**, or exceeds the contract limit allowed by state law. **LOCAL** shall advertise and receive bids for such work, in accordance with all applicable law, and generally as follows:
    - a. **LOCAL** shall be responsible for compliance with all applicable provisions of La. R.S. Title 38, Chapter 10 ("Public Bid Law") and all applicable provisions of La. R.S. Title 39.
    - b. **LOCAL** shall solicit bids for the materials, labor, and equipment needed to construct the **PROJECT** in accordance with Public Bid Law, and all applicable laws of the state, including, but not limited to, La. R.S. 38:2211, *et seq.*, and as applicable to political subdivisions of the state.
    - c. **LOCAL** shall provide to **CPRA**, through **CPRA**'s Project Manager, the entire construction contract package (hereinafter referred to as the "**CONSTRUCTION CONTRACT DOCUMENTS**") for any work under this **AGREEMENT**, as set forth more fully in **ARTICLE IV** ("DELIVERABLES").
    - d. **LOCAL** shall obtain written authorization from **CPRA** prior to advertising the **PROJECT** or any phase thereof for bids. **LOCAL** shall submit a copy of the complete bid advertisement package to **CPRA**, which shall include, but is not limited to, the advertisement for bids and all addenda, with its written request for authority to advertise.

- e. **LOCAL** shall solicit bids utilizing the Louisiana Uniform Public Work Bid Form applicable to most state agencies and all political subdivisions, as mandated by La. R.S. 38:2211, *et seq.*, and as promulgated by the Louisiana Division of Administration and located in the Louisiana Administrative Code, Title 34.
  - f. **LOCAL** shall be responsible for primary review of all bids received, including evaluation of bids and recommendation of award. After receipt of bids, and before award of the contract, **LOCAL** shall submit to **CPRA** copies of the three (3) lowest bidder's proposals and proof of advertising. **LOCAL**'s submittal shall include, but is not limited to: proof of publication of advertisement for bids; the bid proposals and bid bonds of the three (3) lowest bidders; the bid tabulation form, bid evaluation, and recommendation of award, certified by the engineer of record and **LOCAL**; and proposed notice of award of contract.
  - g. At **CPRA**'s request, **LOCAL** shall obtain comments from **CPRA** on the three (3) lowest bidder's proposals, and all related documents. After receiving comments from **CPRA**, **LOCAL** may then award and execute the construction contract. The amount of this contract is the **CONSTRUCTION CONTRACT AWARD**. **LOCAL** shall submit to **CPRA** copies of the notice of award of contract, the executed contract, and the performance bond(s) and/or payment bond(s), and all other documents required under statute.
  - h. The contract and the performance bond(s) and/or payment bond(s) shall be recorded in the Clerk of Court office(s) for **LOCAL** and all parishes where the work is to be performed. Proof of recordation of the contract and bond(s) shall be submitted to **CPRA**, along with a copy of the NTP. Once those items have been submitted to **CPRA**, **LOCAL** shall adopt a Resolution Certifying Compliance with the Public Bid Law and the requirements of La. R.S. 38:2211, *et seq.* and shall send a certified copy of the resolution to **CPRA**.
- 7. Receive, review, approve, and pay invoices from any consultant(s), contractor(s), subcontractor(s), and/or vendor(s) on a timely basis and in accordance with this **ARTICLE**, **ARTICLE V** ("PROJECT FUNDING AND PAYMENT") of this **AGREEMENT**, and all applicable federal, state, and local laws, rules, and regulations.
  - 8. Submit certified invoices to **CPRA** for payment. **LOCAL** shall certify that the work performed by **LOCAL** and its consultant(s), contractor(s), subcontractor(s), and/or vendor(s) covered by the invoice has been performed or completed in accordance with **ATTACHMENT A** ("SCOPE OF WORK") to this **AGREEMENT**, and in accordance with the **CONSTRUCTION CONTRACT DOCUMENTS** and/or the **SERVICES CONTRACT DOCUMENTS**.
  - 9. Adhere to all applicable federal and state funding requirements and guidelines, as well as to all terms and conditions of this **AGREEMENT**. At

**CPRA's sole discretion, LOCAL's failure to adhere to these requirements may result in withholding payment to LOCAL.**

10. Arrange for and conduct final inspection of the completed work for the **PROJECT**. Such inspection shall be made in conjunction with **CPRA**. **LOCAL** shall provide **CPRA** with a certified engineer's approval of the final **PROJECT** inspection upon **PROJECT** completion, as well as a construction completion report, as set forth in **ARTICLE IV** ("DELIVERABLES") of this **AGREEMENT**.

#### **ARTICLE IV**

##### **DELIVERABLES**

- A. **LOCAL** shall provide to **CPRA**, through **CPRA's** Project Manager identified in **ARTICLE VI** ("RECORD KEEPING AND MONITORING") of this **AGREEMENT**, any deliverables identified in and according to **ATTACHMENT A** ("SCOPE OF WORK") to this **AGREEMENT**.
- B. **LOCAL** shall provide to **CPRA**, through **CPRA's** Project Manager, any **CONSTRUCTION CONTRACT DOCUMENTS** as identified in **ARTICLE III** ("PROJECT RESPONSIBILITY"), which shall include, but are not limited to, the following:
  1. Finalized bid documents;
  2. Advertisement for bids and all addenda;
  3. Proof of publication of advertisement for bids;
  4. Bid proposals and bid bonds of the three (3) lowest bidders;
  5. Bid tabulation form, bid evaluation and recommendation of award, certified by the engineer of record and the **LOCAL**;
  6. Notice of award of contract;
  7. Executed contract and performance bond(s) and/or payment bond(s);
  8. Proof of recordation of the contract and bond(s) in the Clerk of Court for the **LOCAL** and any parishes where work is to be performed; and
  9. Resolution Certifying Compliance with the Public Bid Law, adopted by **LOCAL**.
- C. **LOCAL** shall provide to **CPRA**, through **CPRA's** Project Manager, monthly invoices detailing work performed, which shall include 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 C** ("CERTIFIED MONTHLY MONITORING REPORT") to this **AGREEMENT**. Supporting documentation shall include, but is not limited to, the following information:

1. Copies of all recorded time sheets from the **LOCAL** and/or supporting invoices from any of **LOCAL'S** consultant(s), contractor(s), subcontractor(s), and/or vendor(s);
  2. Written certification by a properly designated official representing **LOCAL** that the detailed monthly invoices: are true and correct, meet all applicable federal, state, and local laws, rules, and regulations, are completed in accordance with **ATTACHMENT A** ("SCOPE OF WORK") to this **AGREEMENT**, and are in accordance with the **CONSTRUCTION CONTRACT DOCUMENTS** and/or the **SERVICES CONTRACT DOCUMENTS**;
  3. Operational and maintenance summary report, and any other documents, photographs, plans, drawings, maps, schematics, reports or any other materials relating to the **PROJECT**;
  4. Monthly on-site Project equipment inventory, usage, and maintenance report);
  5. **LOCAL** owned equipment usage summary;
  6. Monthly contracted services summary;
  7. Purchase Request Approval Form for all Equipment Acquisitions and Equipment Contractual Services over \$5,000.00); and
  8. Any other information requested by **CPRA**.
- D. **LOCAL** shall provide to **CPRA**, through **CPRA'S** Project Manager, a construction completion report as identified in **ARTICLE III** ("PROJECT RESPONSIBILITY"), which shall include, but is not limited to, the following:
1. As-built drawings, including computer-aided design ("CAD") drawings and input files;
  2. Verification of completed punch-list items;
  3. Photographic documentation of completed work; and
  4. Any other information requested by **CPRA**.
- E. **LOCAL** shall provide to **CPRA**, through **CPRA'S** Project Manager, all documents and records listed in **ARTICLE III** ("PROJECT RESPONSIBILITY") of this **AGREEMENT**, and any other **PROJECT**-related documents requested or required by **CPRA**, which may include, but are not limited to, any:
1. **SERVICES CONTRACT DOCUMENTS**, including related Scopes of Work and cost estimates;
  2. Survey reports;
  3. Geotechnical data collection and geotechnical engineering reports;
  4. Engineering design reports, including design criteria as applicable;

5. Estimates of probable cost or construction cost estimates;
  6. Plans and specifications;
  7. Permitting and environmental compliance documents; and
  8. Initial and/or revised **PROJECT** schedules.
- F. **LOCAL** shall provide to **CPRA**, through **CPRA**'s Project Manager, a copy of a resolution authorizing its execution of this **AGREEMENT**, passed by the governing body authorized to approve execution of this **AGREEMENT**.
- G. **LOCAL** shall provide to **CPRA**, through **CPRA**'s Project Manager, 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, as-built drawings, the OMRR&R Manual, the Water Control Plan, the Annual Project Operations Plan generated for the **PROJECT** in accordance with this **AGREEMENT**. However, in the event that **LOCAL** needs to publicly bid any portion of the work for this **PROJECT**, **LOCAL** shall keep confidential and shall not disclose, subject to the requirements of the Louisiana Public Records law and Louisiana Public Bid Law, any **PROJECT** documents to any other entity, except its consultants, agents, or representatives for the **PROJECT**, prior to advertising such work for public bid.

## **ARTICLE V**

### **PROJECT FUNDING AND PAYMENT**

This **AGREEMENT** shall be administered as follows:

- A. **CPRA** shall provide to **LOCAL**, a maximum of **\$3,623,793.00** for the construction of the **PROJECT**, with 75% of funding being provided from the Water Resources Development Act ("WRDA") federal funds ("**WRDA FUNDS**") and 25% being provided by **CPRA** from the annual allocation of **GOMESA** funds ("**GOMESA FUNDS**") from the Fiscal Years 2026-2030 allocation of **GOMESA** Funds (collectively the **WRDA FUNDS** and the **GOMESA FUNDS** are referred to as the "**PROJECT FUNDS**").
- B. If at any time during the performance of work for a particular budget category, the actual or anticipated cost of that category exceeds 100% of the cost of that particular budget category as set forth in **ATTACHMENT B** ("**PROJECT BUDGET ESTIMATE**"), 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 agreement regarding transferring funds from one category to another shall be made by letter agreement confirmed by the mutual written approval of the **PARTIES**. Work on that particular category shall thereafter resume.
- C. **CPRA**'s participation in this **PROJECT** is contingent upon receipt of the **PROJECT FUNDS** and allocation of those funds in an Annual Plan approved by

the Louisiana Legislature. All funding shall be subject to **ARTICLE XX** (“FISCAL FUNDING CLAUSE”) of this **AGREEMENT**.

- D. Any additional funds required for completion of the **PROJECT** in excess of the maximum **PROJECT** cost of **\$3,623,793.00** shall be the sole responsibility of **LOCAL**. **LOCAL** will be paid up to an amount not to exceed a maximum of **\$3,623,793.00**, subject to the terms and conditions set forth herein, for eligible work as identified in this **AGREEMENT**. In no case shall the sum total of payments made by **CPRA** to **LOCAL** exceed the maximum **PROJECT** cost for the term of this **AGREEMENT**.
- E. The funding will be provided to **LOCAL** based upon submittal and approval of monthly invoices, and all other deliverables as described and referenced in **ARTICLE IV** (“DELIVERABLES”) herein, to **CPRA**’s Project Manager, identified in **ARTICLE VI** (“RECORD KEEPING AND MONITORING”) of this **AGREEMENT**. If the monthly invoice is approved, **CPRA** will process payment to **LOCAL**.
- F. All invoices shall be subject to verification, adjustment, and/or settlement as a result of any audit referenced in **ARTICLE VII** (“RECORD RETENTION, REPORTING, AND AUDITS”) of this **AGREEMENT**. **PROJECT** costs exceeding the maximum **PROJECT** cost of **\$3,623,793.00** shall be the sole responsibility of **LOCAL**.
- G. All invoices submitted for payment by **LOCAL** shall be billed as actual costs incurred and shall not include any requests for payment of a negotiated contractual lump sum amount. With the exception of construction contracts awarded through the public bid process, payments for lump sum amounts, regardless of their source or purpose, shall not be allowed under this **AGREEMENT**.
- H. Costs incurred by **LOCAL**, which are directly related to the work described herein, are eligible for payment in accordance with established guidelines and in accordance with this **ARTICLE**, **ARTICLE III** (“PROJECT RESPONSIBILITY”), and **ARTICLE IV** (“DELIVERABLES”). Costs for work on the **PROJECT** in accordance with **ATTACHMENT A** (“SCOPE OF WORK”) and identified in **ATTACHMENT B** (“PROJECT BUDGET ESTIMATE”) to this **AGREEMENT**, and the terms and conditions of this **AGREEMENT**, are eligible for payment by **CPRA** under this **AGREEMENT**. All other costs are ineligible for payment under this **AGREEMENT**.
- I. The Project Budget Estimate is provided in **ATTACHMENT B** to this **AGREEMENT**, which is attached hereto and incorporated herein. This is intended to be a reasonable cost estimate; actual quantities, hours, and hourly rates shall be billed as incurred and shall not exceed the maximum **PROJECT** cost.
- J. All funding for this **PROJECT** shall be used for the purposes stated herein, and in accordance with all applicable federal, state, and local laws, rules, and regulations. **LOCAL** shall construct the **PROJECT** consistent with sound engineering principles and practices as may be directed and defined by

**CPRA**'s Engineering Division. **CPRA** will not make payment to **LOCAL** for costs of construction not completed in accordance with the engineering and design standards set forth in **ARTICLE III** ("PROJECT RESPONSIBILITY") of this **AGREEMENT**.

## **ARTICLE VI**

### **RECORD KEEPING AND MONITORING**

The Contract Monitor and Project Manager for this **AGREEMENT** is David Chambers, or his designee. **CPRA** shall provide **LOCAL** notice of any changes to the designated Project Manager.

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

**LOCAL** agrees to abide by the requirements of all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, assurance that all documentation shall be sufficient to meet any requirements set by the federal government, the U.S. Department of the Interior's ("DOI") regulations relative to the **GOMESA FUNDS** at 30 C.F.R. Part 1219, as amended, any requirements pertaining to the **WRDA FUNDS** imposed by the **USACE**, and all applicable provisions of 2 C.F.R. Part 200, including without limitation 2 C.F.R. §§ 200.313 ("Equipment") and 200.439 ("Equipment and other capital expenditures"), and Appendix II of 2 C.F.R. Chapter II, Part 200 attached hereto as **Attachment D** (attached version dated August 13, 2020). **LOCAL** and its consultant(s), contractor(s), and/or subcontractor(s) shall act in good faith to supply **CPRA**, DOI, and/or the **USACE** with any supporting material or documentation needed for release of the **PROJECT FUNDS** or for legal compliance.

**LOCAL** shall be responsible for monitoring any consultant(s), contractor(s), and/or subcontractor(s) to ensure that work performed in connection with this **AGREEMENT** comports with the **AGREEMENT**'s terms and all applicable federal, state, and local laws, rules, regulations, and guidelines.

**LOCAL** and its consultant(s), contractor(s), and/or subcontractor(s) shall register and maintain registration with the System for Award Management (also known as "SAM.gov"), and shall provide the Unique Entity Identification ("UEI") number to **CPRA** for the purpose of determining whether or not **LOCAL** is suspended, debarred, or declared ineligible from entering into contracts with the federal government, as provided in **ARTICLE XXI** ("CERTIFICATION OF DEBARMENT / SUSPENSION STATUS").

## **ARTICLE VII**

### **RECORD RETENTION, REPORTING, AND AUDITS**

**LOCAL** shall maintain, and shall require its consultant(s), contractor(s), and/or subcontractor(s) to 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 five (5) year period from the final date of payment under this **AGREEMENT** for inspection by **CPRA**, the Inspector General and/or the Legislative Auditor, the DOI's Office of Inspector General ("DOI OIG"), **USACE**, and the Government Accountability Office ("GAO"); however, prior to disposal of any **PROJECT** data, **LOCAL** 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, the Division of Administration, the DOI OIG, **USACE**, and the GAO shall have the authority to audit all records and accounts of **CPRA** and **LOCAL** which relate to this **AGREEMENT**, and those of any consultant(s), contractor(s), and/or subcontractor(s) which relate to this **AGREEMENT**. Any audit shall be performed in accordance with La. R.S. 24:513, *et seq.*, and/or 2 C.F.R. Part 200, Subpart F "Audit Requirements", as applicable. **LOCAL** further agrees to make available to the Office of the Governor, Division of Administration, the Office of the Inspector General, the DOI OIG, and the GAO any documents, papers, or other records, including electronic records of **LOCAL** 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 **LOCAL**'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.

The purpose of submission of documentation by **CPRA** to **LOCAL**, or by **LOCAL** 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**. As between **CPRA** and **LOCAL**, **CPRA** assumes no responsibility to provide extensive document review for any documents received from **LOCAL** or its consultant(s), contractor(s), and/or subcontractor(s) or to determine the completeness or accuracy of any such documentation. **LOCAL** and its consultant(s), contractor(s), and/or subcontractor(s) shall also be responsible for, and assure, compliance with all applicable federal, state, and local laws, rules, and regulations in carrying out any of its obligations under this **AGREEMENT**.

**LOCAL** shall assist **CPRA** with any required audit reporting, as applicable.

The obligations under this **ARTICLE** shall survive termination or expiration of this **AGREEMENT** for any reason.

## **ARTICLE VIII**

### **TERMINATION FOR CAUSE**

**CPRA** may terminate this **AGREEMENT** for cause based upon the failure of **LOCAL** to comply with the terms and/or conditions of the **AGREEMENT**, provided that **CPRA** shall give **LOCAL** written notice specifying **LOCAL**'s failure. If, within thirty (30) days after receipt of such notice, **LOCAL** has not corrected said failure, or, in the case where said failure cannot be corrected in thirty (30) days, begun in

good faith to correct said failure and thereafter proceeds to diligently complete such correction, then **CPRA** may, at its option, place **LOCAL** in default and the **AGREEMENT** may terminate on the date specified in such notice.

**LOCAL** 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 **LOCAL** 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 IX**

### **TERMINATION FOR CONVENIENCE**

**CPRA** may terminate this **AGREEMENT** at any time by giving thirty (30) days written notice to **LOCAL**. **LOCAL** shall be entitled to payment 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 **LOCAL** 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 **CPRA** 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 X**

### **ALLOWABLE COSTS**

Costs that result from obligations incurred by **LOCAL** 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 **LOCAL** before the effective date of suspension or termination, and are not in anticipation of it; and (2) the costs would be allowable if the funding was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

## **ARTICLE XI**

### **NON-DISCRIMINATION CLAUSE**

The **PARTIES** agree to abide by the requirements of the following provisions as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Section 504 of the Federal

Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran’s Readjustment Assistance Act of 1974 (“VEVRAA”); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975 (“ADEA”), as amended, and the requirements of the Americans with Disabilities Act of 1990 (“ADA”), including the revised ADA Standards for Accessible Design for Construction Awards and revised regulations implementing Title II of the ADA and Title III of the ADA, as amended; and 41 C.F.R. Chapter 60, as applicable.

The **PARTIES** agree not discriminate in employment practices, and will render services under this **AGREEMENT** in accordance with 41 C.F.R. § 60-1.4, as applicable, and without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, age, or disabilities.

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

## **ARTICLE XII**

### **COMPLIANCE WITH FEDERAL LAW**

The **PARTIES**, and any of their consultants, contractors, and subcontractors employed in the completion of any construction-related activity, project, or program conducted with the **PROJECT FUNDS**, shall 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 (40 U.S.C. §§ 3701-3708) as supplemented by U.S. Department of Labor regulations at 29 C.F.R. Part 5, the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) as supplemented by U.S. Department of Labor regulations at 29 C.F.R. Part 3, the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), the Federal Funding Accountability and Transparency Act (Pub. L. 109-282), and the Davis-Bacon Act (40 U.S.C. §§ 3141-3148 and 40 U.S.C. §§ 3701-3708), if and as applicable.

The **PARTIES** 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. The **PARTIES** further agree to comply with any mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201), if and as applicable. The **PARTIES** will also comply with all applicable provisions of 2 C.F.R. Part 200, as amended, including without limitation 2 C.F.R. §§ 200.216 (“Prohibition on certain telecommunications and video surveillance equipment or services”), 200.313 (“Equipment”), 200.322 (“Domestic preference for procurements”) and 200.323 (Procurement of recovered materials”), 200.439 (“Equipment and other capital expenditures”), and Appendix II of 2 C.F.R. Chapter II, Part 200 attached hereto as **Attachment D** (attached version dated August 13, 2020), as applicable, and with any applicable provisions of the Drug Free Workplace Act of 1988, as amended.

The **PARTIES**, and their consultant(s), contractor(s), and/or subcontractor(s), shall comply with any applicable federal environmental laws and executive orders, which may include but are not limited to, the National Environmental Policy Act

(“NEPA”) (42 U.S.C. § 4321, *et seq.*), the Endangered Species Act (16 U.S.C. § 1531, *et seq.*), the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801, *et seq.*), the Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), the Bald and Golden Eagle Protection Act (16 U.S.C. § 668, *et seq.*) and Executive Order No. 13186 (“Responsibilities of Federal Agencies to Protect Migratory Birds”), the National Historic Preservation Act (54 U.S.C. § 300101, *et seq.*), the Clean Air Act (42 U.S.C. § 7401, *et seq.*), the Federal Water Pollution Control Act (“Clean Water Act”) (33 U.S.C. § 1251, *et seq.*) and Clean Water Act Section 404 (33 U.S.C. § 1344, *et seq.*), Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”), the Flood Disaster Protection Act (42 U.S.C. § 4002, *et seq.*), Executive Order 11988 (“Floodplain Management”), Executive Order 11990 (“Protection of Wetlands”), Executive Order 13112 (“Invasive Species”), Executive Order 14063 (“Use of Project Labor Agreements for Federal Construction Projects”), the Coastal Zone Management Act (16 U.S.C. § 1451, *et seq.*), the Coastal Barriers Resources Act (16 U.S.C. § 3501, *et seq.*), the Wild and Scenic Rivers Act (16 U.S.C. § 1271, *et seq.*), the Safe Drinking Water Act (42 U.S.C. § 300f, *et seq.*), the Resource Conservation and Recovery Act (“RCRA”) (42 U.S.C. § 6901, *et seq.*), the Comprehensive Environmental Response, Compensation, and Liability Act (“Superfund”) (42 U.S.C. § 9601, *et seq.*), the Rivers and Harbors Act (33 U.S.C. § 407), the Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), the National Marine Sanctuaries Act (16 U.S.C. § 1431, *et seq.*), Executive Order 13089 (“Coral Reef Protection”), the Farmland Protection Policy Act (7 U.S.C. § 4201, *et seq.*), and the Fish and Wildlife Coordination Act (16 U.S.C. § 661, *et seq.*). **LOCAL** must immediately notify **CPRA** in writing, pursuant to **ARTICLE XXXVI** (“DESIGNATIONS OF POINTS OF CONTACT”) herein, if **LOCAL** becomes aware of any impact on the environment that may impact the use of **PROJECT FUNDS** for the **PROJECT**.

### **ARTICLE XIII**

#### **GENERAL ADMINISTRATIVE AND FINANCIAL REQUIREMENTS**

**LOCAL** shall comply with, and shall require any consultant(s), contractor(s), and/or subcontractor(s) employed in the completion of any activity, project, or program conducted with the **PROJECT FUNDS** to comply with, all conditions of the **PROJECT FUNDS** as applicable, including, but not limited to: (i) GOMESA, (ii) 30 C.F.R. Part 1219, as amended, (iii) WRDA, (iv) all applicable provisions of 2 C.F.R. Part 200, (v) La. R.S. 49:214.5.4(E), and (vi) any **CPRA** Internal Agency Policies applicable to **LOCAL** and/or to any consultant(s), contractor(s), and/or subcontractor(s), and the provisions provided therein. All provisions contained in any of the above-cited laws, rules, regulations, guidelines, policies, or other documents, will be deemed incorporated by reference, as applicable, to this **AGREEMENT**.

**LOCAL** shall also be responsible for payment of all applicable taxes related to the **PROJECT FUNDS**.

## ARTICLE XIV

### LIABILITY, INDEMNIFICATION, HOLD HARMLESS, AND DUTY TO DEFEND

#### A. LIABILITY

**LOCAL**, its successors, and its assigns, shall be fully liable without limitation to the State of Louisiana and **CPRA** for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of the **LOCAL**, or for any act or omission of its owners, officers, directors, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control.

#### B. INDEMNIFICATION AND HOLD HARMLESS

**LOCAL**, its successors, and its assigns, shall fully defend, indemnify, save, protect and hold forever harmless, without limitation, the State of Louisiana and **CPRA**, their successors, assigns, officials, officers, directors, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under their control against any and all claims, demands, suits, actions (*ex contractu, et delictu*, quasi-contractual, statutory, or otherwise), judgments of sums of money, attorney's fees and court costs to any party or third person, including, but not limited to, amounts for loss of life or injury, or damage to persons or property, or damages to agents, representatives, employees, partners, consultants, contractors, subcontractors, suppliers, laborers, vendors, or other agents or contractors of **LOCAL**, or any of the above, arising from or by reason of violation of the requirements of this **AGREEMENT**, any laws, rules, or regulations, or any negligent act or omission, operation, or work performed under this **AGREEMENT** by **LOCAL**, its successors, assigns, officials, officers, directors, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control, including, but not limited to, any omissions, defects, or deficiencies in the plans, specifications, construction, construction engineering, or estimates, or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction, or construction engineering cost incurred or any other claim, demand, suit, or action of whatever kind or nature arising from, out of, or in any way connected with the work under this **AGREEMENT**, to the extent permitted by law.

However, **LOCAL** 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 officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control.

#### C. DUTY TO DEFEND

Upon notice of any claim, demand, suit, or cause of action against **CPRA**, alleged to arise out of or be related to this **AGREEMENT**, **LOCAL** shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim demand, suit, or cause of action is groundless, false, or fraudulent. **CPRA**

may, but is not required to, consult with or assist **LOCAL**, but this assistance shall not affect **LOCAL**'s obligations, duties, and responsibilities under this **ARTICLE**. **LOCAL** shall obtain **CPRA**'s written consent before entering into any settlement or dismissal if such settlement or dismissal involves **CPRA** or State of Louisiana contributed funds.

**D. FORCE MAJEURE**

It is understood and agreed that neither **PARTY** can foresee the exigencies beyond the control of each **PARTY** which arise by reason of an Act of God or force majeure; therefore, neither **PARTY** shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. **CPRA** shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The **PARTIES** shall use reasonable efforts, including, but not limited to, use of continuation of operations plans ("COOP"), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this **AGREEMENT**.

**E. INTELLECTUAL PROPERTY INDEMNIFICATION**

**LOCAL** shall fully indemnify and hold harmless the State of Louisiana and **CPRA**, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including, but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the **LOCAL**, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the **CPRA**.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the **LOCAL** believes that it may be enjoined, **LOCAL**, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the **CPRA** the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the **CPRA** monetary compensation for all payments made under the **AGREEMENT** related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the **LOCAL** remains in default.

**LOCAL** shall not be obligated to indemnify that portion of a claim or dispute based upon the **CPRA**'s unauthorized: (i) modification or alteration of the product, material or service; (ii) use of the product, material, or service in combination with

other products not furnished by LOCAL; or, (iii) use of the product, material, or service in other than the specified operating conditions and environment.

F. **SURVIVAL OBLIGATIONS**

The obligations under this ARTICLE shall survive termination or expiration of this AGREEMENT for any reason.

**ARTICLE XV**

**CONSULTANTS, CONTRACTORS, AND SUBCONTRACTORS**

LOCAL may enter into contracts with consultant(s), contractor(s), and/or subcontractor(s) for the performance of any part of LOCAL's duties and obligations. In no event shall the existence of a contract operate to release or reduce the liability of LOCAL to CPRA for any breach in the performance of LOCAL's duties or the duties of any consultant, contractor and/or subcontractor.

**ARTICLE XVI**

**AMENDMENTS**

Notwithstanding any other provision herein, 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 XVII**

**OWNERSHIP**

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

**ARTICLE XVIII**

**NO ASSIGNMENT**

LOCAL 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 LOCAL from CPRA may be assigned to a bank, trust company, or other financial institution without such prior written consent. Written notice of any such assignment or transfer shall be furnished promptly to CPRA.

**ARTICLE XIX**

**FINANCIAL CAPABILITY**

LOCAL hereby acknowledges and certifies that it is aware of the financial obligations of LOCAL under this AGREEMENT and that LOCAL will have the

financial capability to satisfy the obligations of **LOCAL** under this **AGREEMENT**, including, but not limited to, all obligations for **OMRR&R** of the **PROJECT**.

**LOCAL** agrees to take any and all appropriate steps to obtain funding for the responsibilities undertaken by **LOCAL** pursuant to this **AGREEMENT** and/or any future agreement(s) and for which **CPRA** has not agreed to provide funding therefore. Should current or future revenues dedicated to the **PROJECT** be insufficient to fulfill the obligations of **LOCAL** for the **PROJECT**, **LOCAL** is obligated to make reasonable good faith efforts to obtain or seek funding from other sources, including, but not limited to, additional taxes, fees, tolls, grants, donations, legislative appropriations, reallocation of funds, or decreasing the cost or extent of other operations. Nothing herein shall prevent the State of Louisiana from seeking additional funding to assist **CPRA** or **LOCAL** with the responsibilities undertaken by any **PARTY** pursuant to this **AGREEMENT**.

## **ARTICLE XX**

### **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 and the release of funds to the state from the federal government. 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 by the federal government, 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 XXI**

### **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. **LOCAL** 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 consultant(s), contractor(s), and/or subcontractor(s) for the **PROJECT** certification that such consultant(s), contractor(s), and/or subcontractor(s) 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 consultant(s), contractor(s), and/or subcontractor(s) for the **PROJECT** certification that such consultant(s), contractor(s), and/or subcontractor(s) 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 consultant(s), contractor(s), and/or any subcontractor(s) 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**. **LOCAL** further agrees to provide immediate notice to **CPRA** in the event of it or its consultant(s), contractor(s), and/or any subcontractor(s) 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 consultant(s), contractor(s), and/or any subcontractor(s) is/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 VIII** (“**TERMINATION FOR CAUSE**”) of this **AGREEMENT**, or take such other action it deems appropriate under this **AGREEMENT**. Upon notice of suspension, debarment, or declaration that **LOCAL** and/or its consultant(s), contractor(s), and/or any subcontractor(s) is/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 VIII** (“**TERMINATION FOR CAUSE**”) of this **AGREEMENT**, or to take such other action it deems appropriate under this **AGREEMENT**.

## **ARTICLE XXII**

### **NO THIRD PARTY BENEFICIARY**

Nothing herein is intended and nothing herein shall 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 XXIII**

### **RELATIONSHIP OF PARTIES**

- A. In the exercise of their respective rights and obligations under this **AGREEMENT**, **LOCAL** 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, and/or 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, and/or subcontractor either pursuant to any cause of action that the other **PARTY** may have or for violation of any law.

- C. The participation by **CPRA** in the **PROJECT** shall in no way be construed to make **CPRA** a party to any contract between **LOCAL** and its consultant(s), contractor(s), and/or subcontractor(s), or between **LOCAL** and any third party. The participation by **LOCAL** in the **PROJECT** shall in no way be construed to make **LOCAL** a party to any contract between **CPRA** and its consultant(s), contractor(s), and/or subcontractor(s), or any third party(ies).

#### **ARTICLE XXIV**

##### **APPLICABLE LAW, VENUE, AND DISPUTES**

This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Louisiana without regard to application of choice of law principles. 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 XXV**

##### **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 XXVI**

##### **REPORTING OF FRAUD, WASTE, ABUSE, OR CRIMINAL ACTIVITY**

In accordance with La. R.S. 24:523, any actual or suspected misappropriation, fraud, waste, or abuse of public funds shall be reported to the Louisiana Legislative Auditor Hotline via one of the following:

Online:	<a href="https://www.la.gov/report-fraud">https://www.la.gov/report-fraud</a>
Toll-Free Phone:	1-844-50-FRAUD (1-844-503-7283)
Fax:	1-844-40-FRAUD (1-844-403-7283)
U.S. Mail:	LLA Hotline P. O. Box 94397 Baton Rouge, LA 70804

#### **ARTICLE XXVII**

##### **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 XXVIII**

##### **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**.

This **AGREEMENT** may be executed in multiple counterpart copies. Each such counterpart copy shall be deemed an original for all purposes and all such counterpart copies together shall constitute one and the same **AGREEMENT**.

#### **ARTICLE XXIX**

##### **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 XXX**

##### **ANTI-LOBBYING**

**LOCAL** and its consultant(s), contractor(s), and/or subcontractor(s) 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.

**LOCAL** and all of its consultant(s), contractor(s), and/or subcontractor(s) shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and that they will not and have 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. **LOCAL** and each of its consultant(s), contractor(s), and subcontractor(s) shall also disclose

any lobbying with non-federal funds that takes place in connection with obtaining any federal award. **LOCAL** shall also complete a Certification Regarding Lobbying as provided in **ATTACHMENT E** to this **AGREEMENT**.

## **ARTICLE XXXI**

### **PROHIBITED ACTIVITY, CONFLICTS OF INTEREST, AND CODE OF ETHICS**

**LOCAL** and its consultant(s), contractor(s), and subcontractor(s) are prohibited from using, and shall be responsible for its consultant(s), contractor(s), and subcontractor(s) 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. **LOCAL** and its consultant(s), contractor(s), and subcontractor(s) will comply with the provision of the Hatch Act (5 U.S.C. § 1501, *et seq.*), which limits the political activity of employees.

**LOCAL** and any entity or individual performing work under this **AGREEMENT** subject to any form of legal agreement with **LOCAL**, 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.

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

## **ARTICLE XXXII**

### **COVENANT AGAINST CONTINGENT FEES**

**LOCAL** 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 VIII** ("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 XXXIII**

### **COPYRIGHT**

**CPRA** reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the materials, including, but not limited to, reports, maps, or documents produced as a result of this **AGREEMENT**, in whole or

in part, and to authorize others to do so. **LOCAL** also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the materials, including, but not limited to, reports, maps, or documents produced as a result of this **AGREEMENT**, in whole or in part, and to authorize others to do so. The **PARTIES** also understand and agree that they will not interfere with any rights the federal government may have with respect to the right to reproduce, publish, distribute, exhibit, and/or otherwise use and exploit the work throughout the world in all media now known or hereafter devised, and to authorize others to do so for federal purposes.

#### **ARTICLE XXXIV**

##### **REMEDIES FOR NONCOMPLIANCE**

**LOCAL** acknowledges that any of the **PROJECT FUNDS** not used in accordance with the terms and conditions of this **AGREEMENT**, federal, state, and local laws, rules, and regulations, or conditions of the **PROJECT FUNDS**, shall be reimbursed to **CPRA**, and that any cost and expense in excess of the total maximum **PROJECT** commitment, as agreed to by **CPRA** and set forth herein, shall be the sole responsibility of **LOCAL**. **CPRA** shall also be entitled to any other remedies for noncompliance as provided herein.

If **LOCAL** or its agent(s), consultant(s), contractor(s), and/or subcontractor(s) fail to comply with any applicable federal, state, or local laws, rules, or regulations pertaining to the **PROJECT FUNDS**, in addition to Termination for Cause or Termination for Convenience, **CPRA** may take one or more of the following actions, as appropriate in the circumstances: (a) temporarily withhold cash payments pending correction of the deficiency by **LOCAL** or its consultant(s), contractor(s), and/or subcontractor(s) or more severe enforcement action as necessary; (b) disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; (c) wholly or partly suspend or terminate payment of the **PROJECT FUNDS**; (d) recommend that suspension or debarment proceedings be initiated under 2 C.F.R. Part 180 and/or state law; (e) withhold further funding for the **PROJECT**; or (f) take other remedies that may be legally available under federal or state law, including under the provisions of La. R.S. 39:1672.2-1672.4, as applicable. **LOCAL** shall be given a reasonable time in which to cure noncompliance. Any dispute may be resolved in accordance with the procedure set forth in **ARTICLE XXIV** (“**APPLICABLE LAW, VENUE, AND DISPUTES**”) of this **AGREEMENT**.

#### **ARTICLE XXXV**

##### **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 XXXVI**

### **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 **LOCAL**:

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

If to **CPRA**:

**MICHAEL HARE**  
Executive Director  
Coastal Protection and Restoration Authority  
Post Office Box 44027  
Baton Rouge, LA 70804-4027  
225-342-4683

## **ARTICLE XXXVII**

### **EFFECTIVE DATE / DURATION / MODIFICATION / TERMINATION**

This **AGREEMENT** shall be effective commencing on *February 1, 2026*, and terminating on *January 31, 2031*, 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.

*Remainder of this page left intentionally blank*

*Signature page follows*

**THUS DONE, PASSED, AND SIGNED** on the dates indicated below before the below-named notary and competent witnesses.

**COASTAL PROTECTION AND RESTORATION AUTHORITY**

By:

\_\_\_\_\_  
**MICHAEL HARE, EXECUTIVE DIRECTOR**

Date: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
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 \_\_\_\_\_, 2026 personally came and appeared **MICHAEL HARE**, to me known, who declared that he is the Executive Director of the **COASTAL PROTECTION AND RESTORATION AUTHORITY**, that he executed the foregoing instrument on behalf of said State Agency and that the instrument was signed pursuant to the authority granted to him by said State Agency, and that he acknowledged the instrument to be the free act and deed of said State Agency.

\_\_\_\_\_  
La. Notary Public / Bar Number

\_\_\_\_\_  
Signature

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Print Name

(SEAL)

**ST. CHARLES PARISH**

By:

\_\_\_\_\_  
**Matthew Jewell, Parish President**

Date: \_\_\_\_\_

\_\_\_\_\_  
Federal Identification Number (FIN)

\_\_\_\_\_  
Unique Entity Identification (UEI)

**WITNESSES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**STATE OF LOUISIANA**

**PARISH OF** \_\_\_\_\_

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this \_\_\_\_ day of \_\_\_\_\_ 2026 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 instrument on behalf of said entity and that the instrument was signed pursuant to the authority granted to him by said entity and that he acknowledged the instrument to be the free act and deed of said entity.

\_\_\_\_\_  
La. Notary Public / Bar Number

\_\_\_\_\_  
Signature

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Print Name

(SEAL)

## CERTIFICATION REGARDING LOBBYING

### CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DATE: \_\_\_\_\_

\_\_\_\_\_  
**MICHAEL HARE, EXECUTIVE DIRECTOR**  
**COASTAL PROTECTION AND RESTORATION AUTHORITY**

## ATTACHMENT A

### SCOPE OF WORK

- a) Maintenance and operation of the Project in accordance with the instructions stipulated by the OMRR&R Manual, the Water Control Plan, the Annual Project Operations Plan, and the CPRA Structure Operations Coordinator (the CPRA Project Manager).
- b) Provide all necessary supplies, personnel and equipment to ensure that the outflow channel and guide levees are regularly maintained to as-built specifications. Major repairs, replacement and rehabilitation of the outflow channel and guide levees may be performed provided funding is allocated and work is mutually agreed upon by CPRA and SCPG.
- c) Perform maintenance continually and on an as-needed basis throughout the term of this Agreement, in accordance with all manufacturer-recommended maintenance schedules, and as may be dictated by the growing seasons, or as may be directed by any progress/work schedules set by CPRA. This shall include but not be limited to:
  - Grass cutting;
  - Weed and aquatic weed control;
  - Painting of equipment and metal elements;
  - Lubrication and routine mechanical upkeep of all moving parts on the structure and emergency gate closure panels;
  - Maintenance and operation of the drainage pumping station;
  - Keep all equipment in regularly maintained and in working order;
  - Storage, transportation, and utilization of portable generating equipment maintained in an emergency-ready mode;
  - Keep all signs at the Freshwater Diversion Structure, the Drainage Pump Station, and the East and West Guide Levees in readable condition and replacing any signage destroyed, defaced, or removed by vandals.
- d) In accordance with the Water Control Plan, SCPG shall check the diversion structure gauges twice daily, operate the structure as may be directed by CPRA, and provide no more than one (1) hour response time in the case of an emergency closure.

**ATTACHMENT B**  
**PROJECT BUDGET ESTIMATE**

**Davis Pond Freshwater Diversion OMRR&R Budget Estimate**

**Feb. 1, 2026 - Jan. 31, 2031**

BUDGET CATEGORY	YEAR ENDING				
	2027	2028	2029	2030	2031
ADMINISTRATIVE	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000
CONTINGENCY	\$12,711	\$12,711	\$12,711	\$12,711	\$12,711
EQUIPMENT	\$295,537	\$268,437	\$233,237	\$277,695	\$196,237
OPERATIONS & MAINTENANCE PERSONNEL	\$340,186	\$350,391	\$360,903	\$371,730	\$382,882
SUPPLIES & MATERIALS	\$90,600	\$90,600	\$90,600	\$90,600	\$90,600
Annual Total	\$745,034	\$728,140	\$703,452	\$758,737	\$688,431
AGREEMENT TOTAL	<u>\$3,623,793</u>				

**Estimated Personnel Cost Rate Schedule**  
**for the Operations and Maintenance Personnel Budget Category**

EMPLOYEE TITLE	Estimated Hours Per Year	Hourly Rate				
		2027	2028	2029	2030	2031
ACCOUNT CLERK II	80	\$36.73	\$37.83	\$38.97	\$40.14	\$41.34
PUBLIC WORKS FINANCIAL OFFICER	24	\$82.52	\$85.00	\$87.55	\$90.17	\$92.88
DRAINAGE AREA FOREMAN	25	\$71.68	\$73.83	\$76.05	\$78.33	\$80.68
ASSISTANT DIRECTOR	10	\$51.90	\$53.46	\$55.06	\$56.71	\$58.41
ASSISTANT SUPERINTENDENT	25	\$65.44	\$67.40	\$69.43	\$71.51	\$73.65
AUTOMATION CONTROL ELECTRICIAN	15	\$63.89	\$65.81	\$67.78	\$69.81	\$71.91
DP DIVERSION FACILITY OPERATOR	1,730	\$63.89	\$65.81	\$67.78	\$69.81	\$71.91
DP DIVERSION FACILITY OPERATOR (OT)	50	\$67.54	\$69.57	\$71.65	\$73.80	\$76.02
DIRECTOR	10	\$119.66	\$123.25	\$126.95	\$130.76	\$134.68
ELECTRICIAN	25	\$61.29	\$63.13	\$65.02	\$66.97	\$68.98
ELECTRICIAN HELPER	25	\$48.29	\$49.74	\$51.23	\$52.77	\$54.35
ENVIRONMENTAL COMPLIANCE OFFICER	10	\$54.78	\$56.42	\$58.12	\$59.86	\$61.66
EQUIPMENT OPERATOR I	1,770	\$35.08	\$36.13	\$37.22	\$38.33	\$39.48
EQUIPMENT OPERATOR I (OT)	50	\$37.09	\$38.20	\$39.35	\$40.53	\$41.75
EQUIPMENT OPERATOR II	25	\$56.10	\$57.78	\$59.52	\$61.30	\$63.14
EQUIPMENT OPERATOR III	25	\$58.69	\$60.45	\$62.26	\$64.13	\$66.06
EQUIPMENT OPERATOR IV	50	\$63.89	\$65.81	\$67.78	\$69.81	\$71.91
GIS SPECIALIST	15	\$63.89	\$65.81	\$67.78	\$69.81	\$71.91
GRANTS OFFICER	15	\$89.35	\$92.03	\$94.79	\$97.64	\$100.56
LABORER	25	\$37.92	\$39.06	\$40.23	\$41.44	\$42.68
MECHANIC	25	\$58.69	\$60.45	\$62.26	\$64.13	\$66.06
PUMP MECHANIC	1,810	\$38.85	\$40.02	\$41.22	\$42.45	\$43.73
PUMP MECHANIC HELPER	1,810	\$31.04	\$31.97	\$32.93	\$33.92	\$34.94
PUMP MECHANIC HELPER (OT)	50	\$32.82	\$33.80	\$34.82	\$35.86	\$36.94
PUMP MECHANIC OT	50	\$41.07	\$42.30	\$43.57	\$44.88	\$46.22
RISK MANAGER	10	\$88.49	\$91.14	\$93.88	\$96.70	\$99.60
SENIOR AUTOMATION TECHNICIAN	25	\$79.47	\$81.85	\$84.31	\$86.84	\$89.44
SHOP FOREMAN	15	\$69.08	\$71.15	\$73.29	\$75.49	\$77.75
SHOP MECHANIC'S HELPER	15	\$24.54	\$25.28	\$26.03	\$26.82	\$27.62
SUPERINTENDENT	20	\$82.67	\$85.15	\$87.70	\$90.34	\$93.05
TRAFFIC SIGN TECHNICIAN	0	\$45.70	\$47.07	\$48.48	\$49.94	\$51.44
WELDER	20	\$56.10	\$57.78	\$59.52	\$61.30	\$63.14

PERSONNEL COST BY YEAR	
2027	\$340,186
2028	\$350,391
2029	\$360,903
2030	\$371,730
2031	\$382,882
<b>BUDGET TOTAL</b>	<b>\$1,806,093</b>

**Annual Cost Estimate Breakdown by Budget Category (including Detailed Breakdown of Equipment Budget Category Estimate)**

	2027	2028	2029	2030	2031	TOTAL	
<b>ADMINISTRATIVE</b>	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	<b>\$30,000</b>	
Telephones, copies, mail, fax, office supplies, & communication							
<b>CONTINGENCY</b>	\$12,711	\$12,711	\$12,711	\$12,711	\$12,711	<b>\$63,557</b>	
Contingency is calculated to be 5% of the Equipment Category. Contingency can be used in any budget year.							
<b>EQUIPMENT</b>	\$295,537	\$268,437	\$233,237	\$277,695	\$196,237		
<b>CONTRACTUAL SERVICES</b>	\$136,237	\$29,237	\$233,237	\$214,195	\$123,237		
ANNUAL TRACTOR & BUSH HOG TUNEUP	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000		
ANNUAL DIVER FOR PUMP INSPECTION	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000		
BAR SCREEN REPAIR ,				\$10,000			
GEAR BOX REPAIR (LEVEL ONE)				\$35,000			
GEAR BOX REPAIR (MINOR)				\$3,300			
GENERATOR TUNE UP	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400		
HYDRAULIC CYLINDER REPLACEMENT			\$155,000				
HYDRAULIC HOSE REPLACEMENT				\$3,000			
OVERHEAD CRANE INSPECTIONS/REPAIR	\$400	\$400	\$400	\$400	\$400	<b>\$736,143</b>	
POWER UNIT TUNEUP	\$10,437	\$10,437	\$10,437	\$10,437	\$10,437		
PUMP REBUILD				\$56,778			
PUMP STATION BUILDING REPAIR	\$25,000						
ANNUAL PUMP INSPECTION	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000		
HWY 90 FENCE REPLACEMENT				\$25,000			
RENTALS (Scaffolding for cylinder replacement)			\$20,000				
PUMP CONTROLLER REPLACEMENT AND CONTROL BOX REFURBISHMENT	\$60,000						
RECORE AND REFURFISHMENT PUMP ENGINE RADIATOR	\$23,000						
INSTALL RIPRAP BENEATH PUMP STATION		\$6,000					
SANDBLAST AND PAINT BAR SCREENS, DISCHARGE PIPES, PUMPS			\$35,000				
REFURBISH OFFICE AND BATHROOM				\$25,000			
POWER UNIT HEAD REBUILD (WAUKESHA) MODEL H-24GL				\$30,000			
POWER UNIT REBUILD (WAUKESHA) MODEL H-24GL					\$100,000		
STAFF GAUGE REPAIRS				\$2,880			
							<b>\$ 1,271,543</b>

<b><u>EQUIPMENT ACQUISITION</u></b>		<b>\$160,000</b>	<b>\$245,000</b>	<b>\$ -</b>	<b>\$65,000</b>	<b>\$78,000</b>	
	TRACTOR REPLACEMENT		\$240,000				
	OFFICE COMPUTER REPLACEMENT		\$5,000				
	TRUCK REPLACEMENT 135				\$65,000		
	GENERATOR FOR RIVER STRUCTURE					\$60,000	<b>\$535,400</b>
	UTILITY VEHICLE 1016 REPLACEMENT	\$45,000					
	FOREST DRUM MULCHER FOR SKID STEER	\$50,000					
	8FT LAND PLANE LEVELER	\$5,000					
	BOAT FOR MAINTENANCE AND TOURS	\$60,000					
	PUMP STATION EXHAUST MUFFLER REPLACEMENT					\$18,000	
	<b><u>SALVAGE VALUE CREDIT</u></b>	<b>(\$700)</b>	<b>(\$5,800)</b>		<b>(\$1,500)</b>	<b>(\$5,000)</b>	
	FOR EQUIPMENT BEING REPLACED	(\$700)	(\$5,800)		(\$1,500)	(\$5,000)	<b>\$13,000</b>
<b>OPERATIONS &amp; MAINTENANCE PERSONNEL</b>		<b>\$340,186</b>	<b>\$350,391</b>	<b>\$360,903</b>	<b>\$371,730</b>	<b>\$382,882</b>	<b>\$1,806,093</b>
	PERSONNEL COSTS						
<b>SUPPLIES &amp; MATERIALS</b>		<b>\$90,600</b>	<b>\$90,600</b>	<b>\$90,600</b>	<b>\$90,600</b>	<b>\$90,600</b>	<b>\$453,000</b>
	Grass, weed, & litter control, fuel, materials for minor repairs & maintenance						
<b>Grand Total</b>		<b>\$745,034</b>	<b>\$728,140</b>	<b>\$703,452</b>	<b>\$758,737</b>	<b>\$688,431</b>	<b>\$3,623,793</b>

## Detailed Breakdown of Supplies & Materials Budget Category Estimate

<u>SUPPLIES &amp; MATERIALS</u>				
DESCRIPTION	GENERAL PROJECT	PUMP STATION	STRUCTURE	Total
EQUIPMENT HOURS	\$25,000.00			
MILEAGE	\$ -			
FUEL (Diesel & Off-road diesel)	\$54,000.00			
EQUIPMENT PARTS FOR MINOR REPAIRS	\$30,000.00			
HAND TOOLS	\$15,000.00			
SHOP SUPPLIES	\$25,000.00			
PROFESSIONAL SERVICES	\$25,000.00			
SMALL OUTDOOR EQUIPMENT REPLACEMENT	\$25,000.00			
MISC TRUCK PARTS/REPAIRS	\$10,000.00			
CHEMICALS	\$20,000.00			
ENVIRONMENTALLY FRIENDLY DISPOSAL OF HAZARDOUS MATERIALS	\$10,000.00			
OIL DISPOSAL	\$5,000.00			
PEST CONTROL		\$15,000.00		
COMMUNICATION/TELEMETRY REPAIRS		\$10,000.00		
LIMESTONE for Roadway Repair		\$9,000.00		
FILL MATERIALS FOR HOLES/RILLS/LOW SPOTS FOR GUIDE LEVEES	\$75,000.00			
SPRAY THE BORROW CANAL, OUTFALL CANAL, AND GARLAND CANAL	\$75,000.00			
HYDRAULIC OIL			\$20,000.00	
<b>Totals</b>	<b>\$399,000.00</b>	<b>\$34,000.00</b>	<b>\$20,000.00</b>	<b>\$453,000</b>

*Budget for  
this  
category is  
allocated  
evenly  
across all  
5 years.*

**ATTACHMENT C**  
**CERTIFIED MONTHLY MONITORING REPORT**

**LAGOV CONTRACT NO.** \_\_\_\_\_

Date: \_\_\_\_\_

Local: \_\_\_\_\_

CPRA Contract No. \_\_\_\_\_

Project Title: “ \_\_\_\_\_ ”

Invoice No. \_\_\_\_\_

Invoice Amount: \_\_\_\_\_

**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. RECORD OF INVOICES:**

Invoice Number	Vendor Name	Cost Code*	Amount
<b>Total:</b>			

\* Cost Code – Category

RE – Real Estate	PN – Planning	CN – Construction	MI – Miscellaneous	EQ – Equipment
------------------	---------------	-------------------	--------------------	----------------

**III. DELIVERABLES**

**IV. OTHER DISCUSSIONS OF SPECIAL NOTE**

**VI. CERTIFICATION**

I am a properly designated official representing the above identified Local, and I hereby certify that the work covered by the invoices and supporting documentation has been reviewed, performed, and completed in accordance with the contract(s) entered into between the Local and its consultant(s), contractor(s), subcontractor(s), and/or vendor(s). I hereby certify that all information contained in the invoices and supporting documentation, and in this Certified Monthly Monitoring Report is true and correct, and completed in accordance with the terms of the applicable contracts and agreements, and that the invoices meet all applicable federal, state, and local laws, rules, and regulations. I hereby certify compliance with the terms and conditions of the Intergovernmental Agreement by and between the State of Louisiana and the Local.

**CERTIFIED BY:**

Local Representative \_\_\_\_\_ Date \_\_\_\_\_  
 (Printed Name)

<b>FOR CPRA USE:</b>			
Reviewed By: _____	CPRA Project Manager (Optional)	(Printed Name)	Date _____
Approved By: _____	CPRA Contract Monitor	(Printed Name)	Date _____

## ATTACHMENT D

### APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above 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 of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

**ATTACHMENT E**  
**CERTIFICATION REGARDING LOBBYING**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

**(1)** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

**(2)** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**(3)** The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
**MATTHEW JEWELL, PARISH PRESIDENT**  
**ST. CHARLES PARISH**