

ORD

2017-0011

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

ORDINANCE NO. 17-1-8

An ordinance to approve and authorize the execution of a Federally Funded Agreement with the State of Louisiana Governor's Office of Homeland Security and Emergency Preparedness for the Hazard Mitigation Grant Program for funding in the amount of \$5,648,301.00 to construct the Magnolia Ridge Pump Station in Boutte.

WHEREAS, in 2013, St. Charles Parish submitted a Hazard Mitigation Grant Program (HMGP) application for funding to construct the Magnolia Ridge Pump Station in Boutte; and,

WHEREAS, the Parish was notified by way of letter dated December 21, 2016, that the Parish's HMGP application for said project was approved for funding in the amount of \$5,648,301.00; and,

WHEREAS, the State has prepared the necessary Federally Funded Agreement to implement said project; and,

WHEREAS, it is the desire of the Parish Council to approve said Agreement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Agreement by and between the State of Louisiana Governor's Office of Homeland Security and Emergency Preparedness and St. Charles Parish for the Hazard Mitigation Grant Program is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Agreement and to act on behalf of St. Charles Parish in all matters pertaining to the Hazard Mitigation Grant Program.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK,
 FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 23rd day of January, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Jerrell D. Wilson
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: 1/25/17
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT: _____
RETD/SECRETARY: [Signature]
AT: J. S. Co RECD BY: [Signature]

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

1.0 Introduction

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

1.2 This Agreement addresses the use of those funds and is between the Governor's Office for Homeland Security and Emergency Preparedness (hereinafter referred to as "Grantee") and St. Charles Parish Government (hereinafter referred to as "Sub-Grantee").

2.0 Applicable Laws, Regulations and Policies

2.1 Federal

Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288
31 United States Code Section 1352
Title 44 Code of Federal Regulations Parts 13, 14 and 206
OMB Circular A-102 (Standard Form 424B (Rev. 7-97))
OMB Circular 110

2.2 State

The Louisiana Homeland Security and Emergency Assistance and Disaster Acts, LRS Title 29, Chapter 6
Act 12 of the First Extraordinary Session, 2005
Act 458 of the Regular Session, 2006
Louisiana Revised Statute 40:1730.28
Louisiana Procurement Code, LRS Title 39, Chapter 17
Louisiana Hazard Mitigation Strategy (4 volumes)

3.0 Concept of Agreement

3.1 In order to implement the Magnolia Ridge Pump Station Project, the Grantor has provided funds to the Sub grantee through the Grantee's Hazard Mitigation Grant Program. The Sub grantee shall perform the necessary tasks, meet the required milestones and stay within the budgetary parameters outlined in the application for this project (HMGP #4080-089-0002, FEMA-4080-DR-LA, Project #3).

3.2 The application of the Sub grantee is incorporated into this Agreement as if copied here in its entirety.

3.3 Additional responsibilities of the Grantee and Sub grantee are as follows:

3.3.1 All applicable state and federal laws, regulations and policies shall be adhered during the execution of this project and more specifically:

3.3.2 Any changes to scope or budget shall comply with 44 CFR Part 13.

3.3.3 Sub grantee will comply with the limitation on the use of appropriated funds to influence certain Federal contracting and financial transactions as stated in 31 United States Code Section 1352.

3.3.4 Sub grantee will comply with all Assurances for Non-Construction Programs as outlined in Standard Form 424B (Rev. 7-97) as prescribed by OMB Circular A-102.

3.3.5 The Sub grantee will fully cooperate at all times with the Grantee as the project manager and the party accountable for all the funds of this project.

3.3.6 The Sub grantee agrees to meet all program and administrative requirements as dictated by the state and federal laws, regulations and policies referred to herein and by any other requirements deemed necessary by the Grantee to carry out the intent of this Agreement, which may not be specifically referred to in this document.

4.0 Summary of Statement of Work

4.1 Pursuant to Hazard Mitigation Grant Program Project #4080-089-0002, FEMA-4080-DR-LA #3, the Sub grantee shall perform the following tasks:

4.1.1 Implement the Magnolia Ridge Pump Station Flood Protection and Capacity Increase.

5.0 Summary of Budget

5.1 Costs per task

5.1.1 For tasks 4.1.1 the total cost is: \$11,296,601.00

5.1.2 Total Costs \$11,296,601.00

5.3 Funding Sources

5.3.1 Federal share (50%)	\$ 5,648,301.00
5.3.2 Non-federal share (50%)	\$ 5,648,300.00

6.0 Liability of Parties

6.1 This Agreement is intended for the benefit of the Grantor, Grantee and Sub grantee and does not confer any rights upon any other third parties.

6.2 All rights by and between the Grantor, Grantee and Sub grantee are limited to the actions outlined in the applicable state and federal laws, regulations and policies.

6.3 Sub grantee hereby holds harmless the Grantee from any actions or claims brought on behalf of any third parties who performs work and/or provides services on this project on behalf of the Sub grantee.

7.0 Legal Authorization

The Sub grantee hereby certifies that it possesses the legal authority to enter into this Agreement and that it is authorized to receive the federal funds outlined herein.

8.0 Notice and Contact

8.1 All notices between the Grantor and Sub grantor provided for pursuant to this Agreement shall be in writing, and sent first class, certified mail, return receipt requested.

8.2 The name and address of the Grantee's contract manager for this Agreement is:

Casey Tingle
Assistant Deputy Director
Governor's Office of Homeland Security and Emergency Preparedness
1500 Main Street
Baton Rouge, Louisiana 70802


The name and address of the designated agent responsible for the administration of this Agreement on behalf of the Sub grantee is:

Mailing and Overnight Address


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

8.3 In the event that the mailing address of the Grantee or Sub grantee changes during the terms of this Agreement, or that there is a change in the designated points of contact, the party with the address change or change of contact shall immediately notify the other party of the change.

On behalf of their respective agencies, the Grantee and the Sub grantee have each executed this Agreement.

BY: 
James B. Waskom,
Director
GOVERNOR'S OFFICE OF HOMELAND
SECURITY AND EMERGENCY PREPAREDNESS

DATE: 2/9/17

BY: 
Honorable Larry Cochran
President
St. Charles Parish

DATE: 1-27-17