

INTERGOVERNMENTAL AGREEMENT
BETWEEN
STATE OF LOUISIANA,
THROUGH THE COASTAL PROTECTION AND RESTORATION AUTHORITY
BOARD
AND
ST. CHARLES PARISH
REGARDING
THE OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, AND
REHABILITATION OF THE DAVIS POND FRESHWATER DIVERSION PROJECT
(BA-01)

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”), is entered into and effective on February 1, 2016 by and between the State of Louisiana through the Coastal Protection and Restoration Authority Board, (hereinafter referred to as the “STATE”) acting by and through the Chairman of the Board, Kyle R. “Chip” Kline, and the St. Charles Parish (hereinafter referred to as the “PARISH”) represented by its duly authorized President, Lawrence H. Cochran, Jr..

WHEREAS, Article VIII, Section 14 of the Louisiana Constitution provides, in part, that “(f)or a public purpose, the state and its political subdivisions . . . may engage in cooperative endeavors with each other;” and

WHEREAS, pursuant to La. R.S. 49:214.5.2(A)(1), the Coastal Protection and Restoration Authority Board (the “Board”) represents the State of Louisiana’s position 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 at La. R.S. 49:214.5.2(A)(7) the Board has the power and authority to enter into any contract with any political subdivision of the state for the study, planning, engineering, design, construction, operation, maintenance, repair, rehabilitation, or replacement of any integrated coastal protection project and to this end, may contract for the acceptance of any grant of money upon the terms and conditions, including any requirement of matching the grants in whole or part, which may be necessary; and

WHEREAS, pursuant to La. R.S. 49:214.6.1, the Coastal Protection and Restoration Authority (“CPRA”) is the implementation and enforcement arm of the Board and is directed by the policy set by the Board, and pursuant to La. R.S. 49:214.6.2 and La. R.S. 49:214.6.3, CPRA shall administer the programs of the Board and shall implement projects relative to the protection, conservation, enhancement, and restoration of the coastal area of the State of Louisiana through oversight of integrated coastal projects and programs consistent with the legislative intent as expressed in La. R.S. 49:214.1, and, where appropriate, CPRA shall administer and implement the obligations undertaken by the Board pursuant to this Agreement; and

WHEREAS, the PARISH has the authority of a local political subdivision to enter into agreements with governmental bodies, such as the STATE, for the public welfare, health, safety and good order of its jurisdiction by virtue of the specific authority granted in its Ordinance annexed hereto and Article VII, Section 14 of the Louisiana Constitution; and

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

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

ARTICLE I
PURPOSE AND IDENTIFICATION

A. Purpose.

The Purpose of this Agreement is to set forth the terms, conditions, and responsibilities to be performed by the PARISH and the STATE in the continuing operation, maintenance, repair, replacement, and rehabilitation (OMRR&R) of the Davis Pond Freshwater Diversion Project. An Operation 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-01 is assigned to this Project. This number will be used to identify all project costs.

ARTICLE II
PROJECT DESCRIPTION

The Davis Pond Freshwater Diversion 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

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length of approximately 11,043 feet, a bottom width of approximately 120 feet, and a water depth of approximately 20 feet at maximum flow.

The STATE and the U.S. Army Corps of Engineers (USACE) have entered into the Davis Pond Project Cooperative Agreement (DPPCA) for the Davis Pond Freshwater Diversion Feature, and are providing financial and technical support for operating the Davis Pond Project. While the STATE is the local, non-federal sponsor responsible for OMRR&R for the Project pursuant to the DPPCA with USACE, the STATE is contracting with the PARISH, 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 Davis Pond Freshwater Diversion Project outflow channel and ponding area.

ARTICLE III **PROJECT FUNDING**

This Project includes a total maximum cost of **\$3,602,738.00** for the term of this Agreement, but shall be cost-shared between the parties and administered as follows:

- A. The STATE, through CPRA, shall provide to the PARISH, a maximum of **\$3,602,738.00** from its Trust fund. The funding will be provided on a Time and Materials basis to the PARISH as a reimbursement based upon submittal and approval of invoices and deliverables as set forth more fully in Articles III, IV, and V herein, and in accordance with all other terms and conditions of this Agreement. The Project budget estimate is provided in **Attachment A**, which is attached hereto and incorporated herein. This is intended to be an estimate; actual quantities shall be billed as incurred not to exceed the maximum Project cost as specified herein.
- B. If at any time during the performance of work for a particular funding category, the actual or anticipated cost of that category exceeds 100% cost of that particular funding category as set forth in this Paragraph and in Attachment A, all work in that particular category shall cease. The Parties may agree to increase the cost of completing that particular category by transferring funds from one category to the other but only if such increase does not cause any funding to exceed the maximum Project cost. Such 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. All funding expended for this Project shall be used for the purposes stated herein, in accordance with constitutional and statutory restrictions on the use of State funds for public purposes, and shall be used in strict accord with all applicable state statutes, laws, rules and regulations. The use of Project funding shall at all times be consistent with sound engineering principles and practices as may be directed and defined by the CPRA

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Engineering Division. All funding shall be subject to Article XVI, entitled, "Fiscal Funding Clause."

- D. The PARISH acknowledges that any State funds not used in accordance with the terms and conditions of this Agreement and state and federal law shall be reimbursed to the STATE and/or the State Treasury, and that any cost and expense in excess of the total maximum Project cost, as agreed to by the STATE and set forth herein, shall be the sole responsibility of the PARISH.

ARTICLE IV
SCOPE AND PROJECT RESPONSIBILITY

A. Project Tasks

The STATE, through CPRA, or its agent will perform the following:

1. Develop the Intergovernmental Agreement for reimbursement to the PARISH (\$3,602,738.00 total maximum Project cost).
2. Provide funding on a reimbursable basis for OMRR&R of the Project.
3. Provide appropriate personnel for consultation as required.
4. Provide access to relevant materials required in the performance of the work.
5. Provide any progress schedules/work directives as may be necessary to facilitate the Project.

The PARISH, or its agent, will perform the following:

1. 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 (Project Manager).
2. 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 the STATE and the PARISH.
3. 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;
 - Keeping all equipment in regularly maintained and in working order;
 - Storage, transportation, and utilization of portable generating equipment maintained in an emergency-ready mode.
 - Keeping 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.
4. In accordance with the Water Control Plan, the PARISH shall check the diversion structure gauges twice daily, operate the structure as may be directed by CPRA, and provide no less than a one (1) hour response time in the case of an emergency closure.

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5. Oversight of contracted work to perform maintenance tasks listed above.
6. Receive, approve, and pay invoices from consultants/contractors/vendors on a timely basis and in accordance with all applicable state, federal, and local laws.
7. Submit invoices, certified, to CPRA for reimbursement.
8. Deliverables - The PARISH shall provide to the STATE, through CPRA, the following:
 - a. Copies of all detailed monthly invoices;
 - b. Monthly Monitoring reports (attached hereto and incorporated herein as **Attachment B**) which documents monthly and total costs for the Project, along with the following:
 - i. Operational and Maintenance Summary Report (the format of this report shall be mutually agreed upon by the STATE and the PARISH), and any other documents, photographs, plans, drawings, maps, schematics, reports or any other materials relating to the Project;
 - ii. Monthly On-site Project equipment inventory, usage, and maintenance report (the format of this report shall be mutually agreed upon by the STATE and the PARISH);
 - iii. Monthly contracted services summary;
 - iv. PARISH owned equipment usage summary;
 - v. Purchase Request Approval Form for all Equipment Acquisitions and Equipment Contractual Services over \$5,000.00 (the format of this report shall be mutually agreed upon by the STATE and the PARISH).
9. The PARISH shall adhere to all applicable State funding guidelines, as well as to all terms and conditions of this Agreement.

B. Public Bid

When an OMRR&R work item/task is of a scope and magnitude that is beyond the capabilities of the PARISH, the work may be procured in accordance with state law. In such a case, the PARISH shall advertise and receive bids for such work in accordance with the Public Bid Laws of the State of Louisiana, and generally as follows:

1. Written authorization must be obtained from the STATE, through CPRA prior to advertising the Project or any phase thereof for bids. The PARISH shall submit a copy of the complete package of bid documents with its written request for authority to advertise.
2. The PARISH will solicit bids for the services, labor and materials needed to construct the Project in accordance with the Public Bid 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.
3. The PARISH 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 Title 34 of the Louisiana Administrative Code.
4. After receipt of bids and before award of the contract, the PARISH shall submit to the STATE, through CPRA, copies of the three (3) lowest bidder's proposals and proof of advertising. The PARISH'S submittal shall include: proof of publication of advertisement for bids; bid tabulation form certified by the engineer and the

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contracting agency; bid proposals and bid bonds of the three (3) lowest bidders and proposed notice of Award of Contract.

5. After receiving comments from the CPRA, the PARISH may then award and execute the construction contract and will submit to the CPRA copies of the notice of Award of Contract, executed Contract and Performance/Payment bond(s).
6. The Contract and bonds shall be recorded in Clerk of Court office(s) for the parish or parishes where the work is to be performed. Proof of recordation of the Contract and bonds shall be submitted to the STATE, through CPRA, along with a copy of the Notice to Proceed. Once those items have been submitted to the CPRA, the PARISH shall adopt a Resolution Certifying Compliance with the Public Bid Law and the requirements of La. R.S. 38:2211, et. seq. and send a certified copy of the resolution to the CPRA.

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

The PARISH or its agent will arrange for and conduct final inspection of the completed works or improvement. Such inspection shall be made in conjunction with CPRA, if requested to do so. The PARISH will provide CPRA with a certified engineer's approval of the final project inspection upon project completion, as well as a Construction Completion Report, including as-built drawings, within two months of final inspection, if requested.

The work for this Project shall be performed in accordance with Attachment A and all Engineering Design Documents, Plans, and Specifications shall be prepared according to sound engineering principles and practices as directed and defined by the STATE, through the CPRA Engineering Division. These documents 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 Louisiana Revised Statutes Titles 37 and 46, regarding Professional and Occupational Standards, as governed by the Louisiana Professional Engineering and Land Surveying Board.

ARTICLE V **DELIVERABLES**

The PARISH shall provide to the STATE, a copy of an Ordinance passed by its Board authorizing its execution of this Agreement.

The STATE shall submit to the PARISH a copy of any final documents produced in connection with the performance of the work outlined herein, including but not limited to, surveys, test results, land rights documents, design documents, plans, and specifications generated for the Project and cost shared by the PARISH in accordance with this Agreement. However, in the event that the PARISH needs to publicly bid any portion of the work for this Project, the PARISH shall keep confidential and shall not disclose any Project documents to any other entity prior to advertising such work for public bid.

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The PARISH shall also submit to the STATE all other deliverables as are specified in Article IV, Section 8.

ARTICLE VI **PAYMENT**

All costs incurred by the PARISH on or after February 1, 2016, which are directly related to implementation of the work described herein, will be eligible for reimbursement in accordance with established guidelines.

The PARISH will be reimbursed 100%, subject to the terms and conditions set forth herein and in accordance with Article XII of the DPPCA, for all personnel and material needed to fully maintain and operate the Project as described in Article IV.

The PARISH shall pay all consultant/contractor/vendor invoices and the STATE through CPRA, shall reimburse the PARISH for its payments to the consultant/contractor/vendor as follows:

- A. Prior to reimbursement, the PARISH shall render detailed monthly invoices for payment of work performed, including a summary of the type of work, total value of the work performed, and the costs incurred.
- B. Invoices shall be certified by the PARISH's consultant/contractor and another properly designated official representing the PARISH as being correct and in compliance with the plans and specifications.
- C. All invoices shall be subject to verification, adjustment and/or settlement as a result of any audit referenced in Articles VI or XVII of this Agreement. Project costs in excess of those described in Article III shall be borne 100% by the PARISH.
- D. Subject to any other terms of this Agreement, in no case shall the sum total of payments made by the BOARD to the PARISH exceed \$3,602,738.00 for the initial term of this AGREEMENT.

The costs of all necessary personnel needed to properly maintain and operate the project shall be paid based on actual rates, which will be adjusted annually. The adjusted annual rates shall be submitted in accordance with Article XIII. The estimated personnel rates are included in the attached rate schedule provided in the Project Budget Estimate (Attachment A). This is a budget estimate; actual rates and quantities shall be billed as incurred, not to exceed the total maximum Project cost of \$3,602,738.00, as set forth in Article III.

The PARISH shall implement and adhere to accounting procedures to assure that reimbursable costs are allowable, reasonable, allocable, and in compliance with USACE standards for in-kind project expense credit.

Reimbursement will be limited to satisfactory verification that these OMRR&R costs are allowable, reasonable, and allocable. Methods of verification are as stipulated in Articles VIII and XII of the DPPCA (**Attachment C**). All payments shall be subject to verification, adjustment and/or settlement as a result of any audit referenced herein.

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

ARTICLE VII
RECORD KEEPING, REPORTING AND AUDITS

The contract monitor for this Agreement is the Project Manager designated for the Project by the STATE. The Project Manager for this Project shall be Mr. David Chambers, P.E., or his designee. The STATE shall provide the PARISH notice of any changes to the designated Project Manager within seven (7) days of any such change.

The Project Manager shall maintain a file relative to the necessary acquisition of services, labor and materials needed to complete the Project. Likewise, the PARISH shall maintain a procurement file relative to the necessary acquisition of services, labor, and materials needed to complete the Project that will be subject to review by the STATE at any time and upon request.

The PARISH shall maintain all documents, papers, field books, accounting records, appropriate financial records and other evidence pertaining to costs incurred for the Project and shall make such materials available for inspection at all reasonable times during the contract period and for a five (5) year period from the date of reimbursement under the Project for inspection by the STATE, the Inspector General, and/or the Legislative Auditor; however, prior to disposal of any project data for the Project, the PARISH shall obtain prior written approval from the STATE, through CPRA.

Each party acknowledges and agrees that the Legislative Auditor of the State of Louisiana, the auditors of the Office of the Governor, Division of Administration, and the Office of the Inspector General shall have the authority to audit all records and accounts of the STATE and the PARISH which relate to this Agreement, and those of any subcontractors which relate to this Agreement. Any audit shall be performed in accordance with R.S. 24:513 *et seq.*

The STATE and the PARISH, and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of five (5) years after the date of final payment under the prime contract and any subcontract entered into under this Agreement.

The purpose of submission of documentation by STATE to the PARISH, or by the PARISH to the STATE 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. The STATE assumes no responsibility to provide extensive document review for any documents received by PARISH or to determine the completeness or accuracy of any such documentation. The PARISH shall also be responsible for, and assure, compliance with all applicable state and federal statutes, laws, rules, and regulations in carrying out any of its obligations under this Agreement.

ARTICLE VIII
TERMINATION FOR CAUSE

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The STATE may terminate this Agreement for cause based upon the failure of PARISH to comply with the terms and/or conditions of the Agreement; provided that the STATE shall give the PARISH written notice specifying the PARISH'S failure. If within thirty (30) days after receipt of such notice, the PARISH shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the STATE may, at its option, place the PARISH in default and the Agreement may terminate on the date specified in such notice.

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

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

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

ARTICLE X **NON-DISCRIMINATION CLAUSE**

The Parties agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, and the requirements of the Americans with Disabilities Act of 1990, the Davis-Bacon Act (40 USC 276a et seq.), and the Federal Funding Accountability and Transparency (FFATA) (<https://www.frs.gov>).

The Parties agree not discriminate in employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, 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.

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ARTICLE XI
COMPLIANCE WITH FEDERAL LAW

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

ARTICLE XII
HOLD HARMLESS AND INDEMNITY

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

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

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

ARTICLE XIII
AMENDMENTS

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

ARTICLE XIV
OWNERSHIP

All records, reports, documents and other material delivered or transmitted to the PARISH by the STATE shall remain the property of the STATE and shall be returned by the PARISH to the STATE at the PARISH'S expense at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or

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prepared by the PARISH in connection with performance of the services contracted for herein shall be the property of the PARISH, and shall be retained in accordance with the terms of this Agreement.

ARTICLE XV
ASSIGNMENT

The PARISH shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment, subrogation or novation), without prior written consent of the STATE, provided however, that claims for money due or to become due to the PARISH from the STATE may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the STATE.

ARTICLE XVI
FISCAL FUNDING CLAUSE

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Louisiana Legislature. If the Louisiana Legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if the allocation is rescinded or reduced by the State or the Federal government in case of an emergency, or the appropriation is reduced by veto of the Governor or by any other means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are rescinded, reduced, or not appropriated.

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

All Parties agree to secure from any 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.

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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. The PARISH further agrees to provide immediate notice to the STATE 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 in this Agreement, or take such other action it deems appropriate under this Agreement. Upon notice of suspension, debarment, or declaration that the PARISH and/or its 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, the STATE 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 in this Agreement, or to take such other action it deems appropriate under this Agreement.

ARTICLE XVIII
NO THIRD PARTY BENEFICIARY

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

ARTICLE XIX
RELATIONSHIP OF PARTIES

- A. In the exercise of their respective rights and obligations under this Agreement, the PARISH and the STATE 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 contractor with a release that waives or purports to waive any rights the other party may have to seek relief or redress against that contractor either pursuant to any cause of action that the other party may have or for violation of any law.
- C. The participation by STATE in the Project shall in no way be construed to make the STATE a party to any contract between the PARISH, its consultant(s), contractor(s) and/or subcontractor(s) or between the STATE and any third party. The participation by the PARISH in the Project shall in no way be construed to make PARISH a party to any contract between the STATE and/or either's consultant(s), contractor(s) and/or subcontractor(s), or any third party.

St. Charles Parish
Operation, Maintenance, Repair, Replacement and Rehabilitation of the Davis Pond Freshwater
Diversion Project
State Project No. BA-01

ARTICLE XX
DISPUTES

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 XXI
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 ST. CHARLES PARISH:

Lawrence H. Cochran, Jr.
St. Charles Parish President
Post Office Box 302
Hahnville, LA 70057
Phone: (985) 783-5000
Fax: 337-369-7424

If to the CPRA BOARD:

Kyle R. "Chip" Kline
Chairman
Capitol Annex - State of Louisiana
P.O. Box 44027
Baton Rouge, LA 70804-4027
225-342-7669

If to CPRA:

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

ARTICLE XXII
EFFECTIVE DATE / DURATION

This Agreement shall be effective for a period of five (5) years, commencing on **February 1, 2016** and terminating on **January 31, 2021**, unless otherwise terminated or

*St. Charles Parish
Operation, Maintenance, Repair, Replacement and Rehabilitation of the Davis Pond Freshwater
Diversion Project
State Project No. BA-01*

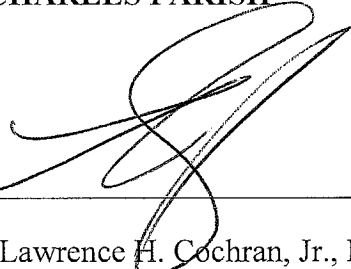
amended by written mutual agreement of all parties or in accordance with the terms herein.

This Agreement may be executed in multiple originals.

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

ST CHARLES PARISH

COASTAL PROTECTION AND RESTORATION AUTHORITY BOARD

BY: 

Lawrence H. Cochran, Jr., President

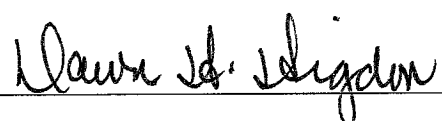
BY: 

Kyle R. "Chip" Kline, Jr., Chairman

DATE: January 28, 2016


DATE: 1/12/16

72-6001208
(Parish's Federal Identification Number)

WITNESSES:


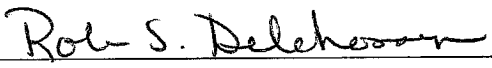
Signature
DAWN H. HIGDON

Print Name

WITNESSES:


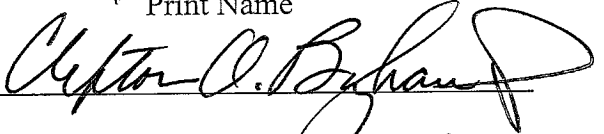
Signature
David A. Peterson

Print Name



Signature
Robin S. Delahoussaye

Print Name

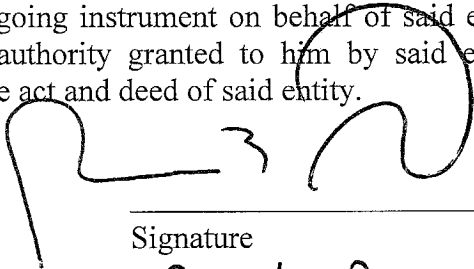


Signature
Clifton O. Bingham, Jr.

Print Name

STATE OF LOUISIANA
PARISH OF St Charles

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 26th day of January 2016, personally came and appeared Lawrence H. Cochran, Jr., to me known, who declared that he is the 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.



Signature

Robert L. Raymond

Print Name

11408

Louisiana Notary Public / Bar Number

My commission expires: at death

(SEAL)

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 12th day of January, 2016, personally came and appeared Kyle R. "Chip" Kline, to me known, who declared that he is the Chairman of the Coastal Protection and Restoration Authority Board, 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.

Richelle N. Moore
Signature

Richelle N. Moore
Print Name

LSBA 30641
Louisiana Notary Public / Bar Number

My commission expires: with life

(SEAL)



OFFICIAL SEAL
Richelle N. Moore
BAR ROLL # 30641
STATE OF LOUISIANA
My Commission is for Life

*St. Charles Parish
Operation, Maintenance, Repair, Replacement and Rehabilitation of the Davis Pond Freshwater
Diversion Project
State Project No. BA-01*

Davis Pond Freshwater Diversion OMRR&R Budget Estimate

Feb. 1, 2016 - Jan. 31, 2021

BUDGET CATEGORY	YEAR				
	2017	2018	2019	2020	2021
ADMINISTRATIVE	\$ 5,175	\$ 5,175	\$ 5,175	\$ 5,175	\$ 5,175
CONTINGENCY	\$ 23,489	\$ 33,688	\$ 58,524	\$ 11,715	\$ 17,940
EQUIPMENT	\$ 234,893	\$ 336,876	\$ 585,236	\$ 117,152	\$ 179,397
OPERATIONS & MAINTENANCE PERSONNEL	\$ 282,081	\$ 296,167	\$ 310,969	\$ 326,525	\$ 342,861
SUPPLIES & MATERIALS	\$ 83,870	\$ 83,870	\$ 83,870	\$ 83,870	\$ 83,870
Annual Total	\$ 629,508	\$ 755,776	\$ 1,043,774	\$ 544,437	\$ 629,243
AGREEMENT TOTAL	<u>\$3,602,738</u>				

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

EMPLOYEE TITLE	Estimated Hours Per Year	Hourly Rate				
		2017	2018	2019	2020	2021
ACCOUNT CLERK II	100	\$29.84	\$31.33	\$32.90	\$34.54	\$36.27
ACCOUNTANT	24	\$25.08	\$26.33	\$27.65	\$29.03	\$30.48
AREA FOREMAN	120	\$36.21	\$38.02	\$39.92	\$41.92	\$44.01
ASSISTANT DIRECTOR	12	\$71.81	\$75.40	\$79.17	\$83.13	\$87.28
ASSISTANT SUPERINTENDENT	45	\$49.28	\$51.74	\$54.33	\$57.04	\$59.90
AUTOMATION CONTROL ELECTRICIAN	10	\$37.96	\$39.86	\$41.85	\$43.95	\$46.14
DP DIVERSION FACILITY OPERATOR	1,700	\$51.68	\$54.26	\$56.98	\$59.83	\$62.82
DP DIVERSION FACILITY OPERATOR (OT)	40	\$55.32	\$58.09	\$60.99	\$64.04	\$67.25
DIRECTOR	8	\$76.34	\$80.15	\$84.16	\$88.37	\$92.78
ELECTRICIAN	70	\$26.27	\$27.58	\$28.96	\$30.41	\$31.93
ELECTRICIAN HELPER	50	\$19.27	\$20.23	\$21.24	\$22.30	\$23.42
ENVIRONMENTAL COMPLIANCE OFFICER	12	\$36.12	\$37.93	\$39.83	\$41.82	\$43.91
EQUIPMENT OPERATOR I	1,780	\$24.57	\$25.80	\$27.09	\$28.44	\$29.87
EQUIPMENT OPERATOR I (OT)	40	\$26.58	\$27.90	\$29.30	\$30.76	\$32.30
EQUIPMENT OPERATOR II	20	\$26.99	\$28.33	\$29.75	\$31.23	\$32.80
EQUIPMENT OPERATOR III	20	\$28.89	\$30.33	\$31.85	\$33.44	\$35.11
EQUIPMENT OPERATOR IV	20	\$39.80	\$41.78	\$43.87	\$46.06	\$48.37
GENERAL SUPERINTENDENT	0	\$66.34	\$69.66	\$73.14	\$76.80	\$80.64
GIS SPECIALIST	20	\$70.04	\$73.54	\$77.22	\$81.08	\$85.13
GRANTS OFFICER	20	\$70.11	\$73.61	\$77.29	\$81.16	\$85.21
LABORER	200	\$17.50	\$18.38	\$19.30	\$20.26	\$21.28
MECHANIC	125	\$31.69	\$33.27	\$34.93	\$36.68	\$38.51
PUMP MECHANIC	1,780	\$38.81	\$40.75	\$42.78	\$44.92	\$47.17
PUMP MECHANIC 2	40	\$35.07	\$36.82	\$38.66	\$40.59	\$42.62
PUMP MECHANIC HELPER	1,820	\$22.73	\$23.86	\$25.05	\$26.31	\$27.62
PUMP MECHANIC HELPER (OT)	40	\$24.84	\$26.09	\$27.39	\$28.76	\$30.20
PUMP MECHANIC OT	40	\$35.72	\$37.51	\$39.39	\$41.35	\$43.42
RISK MANAGER	10	\$60.30	\$63.32	\$66.49	\$69.81	\$73.30
SENIOR AUTOMATION TECHNICIAN	40	\$52.71	\$55.35	\$58.12	\$61.02	\$64.07
SHOP FOREMAN	12	\$45.32	\$47.58	\$49.96	\$52.46	\$55.08
SHOP MECHANIC'S HELPER	12	\$38.02	\$39.92	\$41.92	\$44.01	\$46.21
SUPERINTENDENT	0	\$52.24	\$54.85	\$57.59	\$60.47	\$63.50
TRAFFIC SIGN TECHNICIAN	0	\$30.58	\$32.10	\$33.71	\$35.39	\$37.16
WELDER	50	\$36.26	\$38.07	\$39.97	\$41.97	\$44.07

PERSONNEL COST BY YEAR	
2017	\$282,081
2018	\$296,167
2019	\$310,969
2020	\$326,525
2021	\$342,861
BUDGET TOTAL	\$1,558,604

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

CATEGORY	2017	2018	2019	2020	2021	TOTAL
ADMINISTRATIVE	\$ 5,175	\$ 5,175	\$ 5,175	\$ 5,175	\$ 5,175	\$25,875
Telephones, copies, mail, fax, office supplies, & communication.						
CONTINGENCY	\$ 23,489	\$ 33,688	\$ 58,524	\$ 11,715	\$ 17,840	\$145,356
Contingency is calculated to be 10% of the Equipment Category. Contingency can be used in any budget year.						
EQUIPMENT	\$ 234,893	\$ 336,876	\$ 585,236	\$ 117,152	\$ 179,397	
CONTRACTUAL SERVICES	\$ 77,118	\$ 171,888	\$ 548,793	\$ 79,952	\$ 118,982	
ANNUAL TRACTOR TUNEUP	\$ 2,410	\$ 2,531	\$ 2,657	\$ 2,790	\$ 2,929	
COMPLETE ENGINE REBUILD	\$ -	\$ -	\$ 75,000	\$ -	\$ -	
GAS MONITOR SYSTEM INSPECTION/REPLACEMENT	\$ 19,000	\$ -	\$ -	\$ -	\$ -	
GEAR BOX REPAIR (LEVEL ONE)	\$ -	\$ 35,000	\$ 35,000	\$ 35,000	\$ -	
GEAR BOX REPAIR (MINOR)	\$ -	\$ 5,500	\$ 5,500	\$ 5,500	\$ -	
GENERATOR TUNE UP	\$ 2,400	\$ 2,640	\$ 2,904	\$ 3,194	\$ 3,514	
HYDRAULIC CYLINDER REPLACEMENT	\$ -	\$ -	\$ 187,550	\$ -	\$ -	
HYDRAULIC HOSE REPLACEMENT	\$ 3,000	\$ -	\$ -	\$ -	\$ 3,000	
OVERHEAD CRANE INSPECTIONS/REPAIR	\$ 2,500	\$ 2,625	\$ 2,756	\$ 2,894	\$ 3,039	
POWER UNIT EXHAUST SYSTEM REPLACEMENT	\$ 15,000	\$ -	\$ -	\$ -	\$ -	
POWER UNIT TUNEUP	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	
PUMP REBUILD	\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000	
PUMPSTATION BUILDING & WASHKE SLAB JOINT REPAIR	\$ 9,508	\$ -	\$ -	\$ -	\$ -	
RECONDITION ENGINE HEADS	\$ -	\$ 11,000	\$ 11,000	\$ 11,000	\$ -	
RENTALS (Scaffolding for cylinder replacement)	\$ -	\$ -	\$ 10,000	\$ -	\$ -	
SAND BLASTING BULKHEADS & IRON BEAMS	\$ -	\$ -	\$ -	\$ 6,714	\$ -	
STAFF GAUGE REPAIRS	\$ -	\$ -	\$ -	\$ 5,760	\$ -	
NEW FENCE INSTALLATION PROJECT	\$ -	\$ 106,092	\$ 109,926	\$ -	\$ -	
FENCING & GATE REPLACEMENT ALONG HWY 90 (NORTH & SOUTH)	\$ 16,800	\$ -	\$ -	\$ -	\$ -	
EQUIPMENT ACQUISITION	\$ 157,775	\$ 164,988	\$ 36,443	\$ 37,800	\$ 60,415	
15FT CUTTER (Replacing LZDD724)	\$ -	\$ 17,875	\$ -	\$ -	\$ -	
20' STORAGE CONTAINER X2	\$ 7,500	\$ -	\$ 7,500	\$ -	\$ -	
20FT CUTTER (Replacing LZDD724)	\$ -	\$ -	\$ 21,478	\$ -	\$ -	
4X4 TRACTOR REPLACEMENT X2 (Replacing M120DTC's)	\$ 89,250	\$ 93,713	\$ -	\$ -	\$ -	
BOBCAT REPLACEMENT (Replacing T300H)	\$ -	\$ 57,750	\$ -	\$ -	\$ -	
CANVAS STOP LOG COVER	\$ 7,300	\$ -	\$ -	\$ -	\$ -	
DIESEL TRUCK (Replacing Dodge Ram 2500)	\$ 41,000	\$ -	\$ -	\$ -	\$ -	
GENERATOR (Replacing GENERAC 25KVA)	\$ -	\$ -	\$ -	\$ -	\$ 61,215	
GENERATOR ENCLOSURE	\$ -	\$ 5,000	\$ -	\$ -	\$ -	
JOHN DEER GATOR REPLACEMENT (Replacing GatorD)	\$ 15,500	\$ -	\$ -	\$ -	\$ -	
PROBE FOR HYDRAULIC CYLINDER	\$ -	\$ -	\$ 7,865	\$ -	\$ -	
SHEET PILE REPLACEMENT (2000sq ft per deficiency report)	\$ -	\$ -	\$ -	\$ 37,800	\$ -	
SPRAY UNIT TRAILER SET	\$ 2,750	\$ -	\$ -	\$ -	\$ -	
UTILITY TRAILER 6.5'X12' (Replacing 3413-GE-L)	\$ -	\$ 2,750	\$ -	\$ -	\$ -	
SALVAGE VALUE CREDIT (for the Sale of Equipment)	\$ (5,525)	\$ (12,100)	\$ (400)	\$ -	\$ (800)	
OPERATIONS & MAINT	\$ 282,081	\$ 295,167	\$ 310,969	\$ 326,525	\$ 342,861	\$1,558,604
PERSONNEL COSTS						
SUPPLIES & MATERIALS	\$ 83,870	\$ 83,870	\$ 83,870	\$ 83,870	\$ 83,870	\$419,350
Grass, weed, & litter control, fuel, materials for minor repairs & maintenance						
Grand Total	\$ 629,508	\$ 755,776	\$ 1,043,774	\$ 544,437	\$ 629,243	\$3,602,738

Detailed Breakdown of Supplies & Materials Budget Category Estimate

SUPPLIES & MATERIALS				
DESCRIPTION	GENERAL PROJECT	PUMP STATION	STRUCTURE	Total
EQUIPMENT HOURS	\$ 75,000.00			
MILEAGE	\$ 45,000.00			
FUEL (Diesel & Off-road diesel)	\$ 51,200.00			
EQUIPMENT PARTS FOR MINOR REPAIRS	\$ 25,000.00			
HAND TOOLS	\$ 12,500.00			
SHOP SUPPLIES	\$ 25,000.00			
SMALL OUTDOOR EQUIPMENT REPLACEMENT	\$ 30,000.00			
MISC TRUCK PARTS/REPAIRS	\$ 5,000.00			
CHEMICALS	\$ 20,000.00			
ENVIRONMENTALLY FRIENDLY DISPOSAL OF HAZARDOUS MATERIALS	\$ 10,000.00			
OIL DISPOSAL	\$ 5,000.00			
WEED CONTROL		\$ 33,000.00		
PEST CONTROL		\$ 18,000.00		
COMMUNICATION/TELEMETRY REPAIRS		\$ 10,000.00		
LIMESTONE for Roadway Repair		\$ 9,000.00		
SIGN REPLACEMENT		\$ 150.00		
HYDRAULIC OIL			\$ 22,000.00	
WEED SPRAYING			\$ 21,500.00	
CONTROL DOOR REPLACEMENT (Stainless Steel)			\$ 2,000.00	
Totals	\$ 303,700.00	\$ 70,150.00	\$ 45,500.00	\$ 419,350

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

ATTACHMENT B
MONITORING REPORT

Date: XXXXXXXXXX

Contracting Party: St. Charles Parish

CPRA Project No. BA-001

Project Title: "OPERATION, MAINTENANCE, REPAIR, REPLACEMENT AND REHABILITATION (OMRR&R) OF THE DAVIS POND FRESHWATER DIVERSION PROJECT"

Invoice No 0X-XXXX

Invoice Amount: \$XX,XXX.XX

Total Contract Amount: \$X,XXX,XXX.XX

Contract Balance: \$X,XXX,XXX.XX

Total Task Amount: \$XX,XXX.XX

Task Balance: \$XX,XXX.XX

Total invoiced to date: \$XX,XXX.XX

• WORK COMPLETED TO DATE (ACCORDING TO TYPE CONTRACT):

- A. Percentage of work completed - XX% of Total Tasks Performed
- B. Hourly -

(For detailed hourly breakdown see attached timesheets)

- C. Scope of Services Outlined by Tasks

- D. Actual Costs Incurred - \$XX,XXX.XX

- E. Fee Schedule - 201X 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: _____ (Form DNR-PR)
 3. Whether minimum criteria for measure can still be met: _____
 4. Likely impact upon achievement: _____

III DELIVERABLES

IV OTHER DISCUSSIONS OF SPECIAL NOTE

Contracting Party _____ (Printed Name) _____ Date _____

Approval _____ (Printed Name) _____ Date _____
 CPRA Project Manager

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

ATTACHMENT C

Excerpts from the

PROJECT COOPERATION AGREEMENT BETWEEN THE DEPARTMENT OF THE ARMY AND THE STATE OF LOUISIANA

FOR THE CONSTRUCTION OF THE DAVIS POND FRESHWATER DIVERSION FEATURE OF THE MISSISSIPPI DELTA REGION PROJECT

ARTICLE VIII- OPERATION, MAINTENANCE, REPAIR, REPLACEMENT AND REHABILITATION (OMRR&R)

a. After the Contracting Officer has determined that construction of the Project or functional portion of the Project is complete and provided the Local Sponsor with written notice of such determination, the Local Sponsor shall operate, maintain, repair, replace, and rehabilitate the completed Project, or functional portion of the Project, in accordance with applicable Federal and State laws, as provided in Article XIII, and specific directions identified and prescribed by the Government and the Local Sponsor in the Operation, Maintenance, Repair, Replacement, and Rehabilitation Manual, Water Control Plan, and Monitoring Supplement and any subsequent amendments thereto. Operation of the Project shall include implementing a comprehensive system for monitoring the effects of operation of the Project on fish and wildlife, commercial fishing and trapping, marsh vegetative species, and salinity intrusion; and to ensure the safety of humans.

b. The Local Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon land which the Local Sponsor owns or controls for access to the Project for the purpose of inspection, and, if necessary, for the purpose of completing, operating, maintaining, repairing replacing or rehabilitating the Project. If an inspection shows that the Local Sponsor for any reason is failing to fulfill the Local Sponsor's obligations under this Agreement without receiving prior written approval from the Government, the Government will send a written notice to the Local Sponsor. If the Local Sponsor persists in such failure for 30 calendar days after receipt of the notice, then the Government shall have a right to enter, at reasonable time and in a reasonable manner, upon lands that the Local Sponsor owns or controls for access to the Project for the purpose of completing, operating, maintaining, repairing, replacing or rehabilitating the Project. No completion, operation, maintenance, repair,

replacement, or rehabilitation by the Government shall operate to relieve the Local Sponsor of responsibility to meet the Local Sponsor's obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Agreement.

c. The Local Sponsor shall request prior Contracting Officer approval of any item of operation, maintenance, repair, replacement or rehabilitation costs that exceeds the original estimate by more than \$5,000.00. The Contracting Officer shall approve or disapprove the request within 60 days, except that the Contracting Officer shall approve or disapprove the request within 5 days if the Contracting Officer determines that an emergency exists.

ARTICLE XII- AUDITS

Subject to the provisions of any applicable law, either party may conduct an audit, when appropriate, of the records for the Project to ascertain the allowability, reasonableness, and allocability of costs for inclusion in and credit toward total first costs or for inclusion in and credit toward operation, maintenance, repair, replacement, or rehabilitation costs.

ARTICLE XIII- FEDERAL AND STATE LAWS

a. In the exercise of the Local Sponsor's rights and obligations hereunder, the Local Sponsor agrees to comply with all applicable Federal and State laws and regulations, including Section 601 of Title VI of the Civil Rights Act of 1964, Pub. L. 88-352, and Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title 32, case of Federal Regulations, as well as Army Regulations 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army.

b. The Government agrees to comply with all applicable Federal and State of Louisiana laws and/or regulations, unless State laws and regulations are preempted by Federal law.