

2019-0212

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

RESOLUTION NO. 6420

A resolution to approve and authorize the execution of an Intergovernmental Agreement between the State of Louisiana through the Coastal Protection and Restoration Authority-Board (CPRA) and St. Charles Parish regarding the construction of the Paradis Canal Gate Project (BA-0209).

WHEREAS, the Paradis Canal Gate Project (herein after referred to as project), a key component of the West Bank Hurricane Protection Levee, located in the vicinity of the border of Paradis and Boutte, is being constructed to reduce the threat of harm to citizens and damage to property in St. Charles Parish through the prevention of storm surge and flooding; and,

WHEREAS, the Project is described as eligible for funding under the Spill Impact Component of the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act) in the State of Louisiana's First Amended RESTORE Plan (the State RESTORE Plan); and,

WHEREAS, the Paradis Canal Gate Project was selected for the CPRA-Parish Matching Opportunities Program to receive funding not to exceed \$2,540,724, through RESTORE Spill Impact Component funding to be used for the construction of the project; and,

WHEREAS, the State RESTORE plan was amended to include projects selected under the first \$20 million installment of the RESTORE Act CPRA-Parish Matching Program, including the Paradis Canal Gate Project, this Amendment was approved by the Board on April 18, 2018, and approved by the RESTORE Council for expenditure of Spill Impact Component funds on June 18, 2018; and,

WHEREAS, the St. Charles Parish RESTORE Act Multiyear Implementation Plan, including the Paradis Canal Gate Project, was approved via Resolution 6320 on December 11, 2017; and,

WHEREAS, St. Charles Parish has applied for \$398,727.11 of the Parish's RESTORE Direct Component allocation to be used for the construction of this project; and,

WHEREAS, St. Charles Parish has received grant funding in the amount of \$194,000 from the Delta Regional Authority's States' Economic Development Assistance Program to be applied towards the construction costs for the project; and,

WHEREAS, sufficient funds are included in the Parish's 2019 Budget to fund the remaining local share of the project; and,

WHEREAS, the CPRA has prepared the necessary Intergovernmental Agreement to provide funding for the project and it is the desire of the Parish Council to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and authorize the execution of an Intergovernmental Agreement between the State of Louisiana through the Coastal Protection and Restoration Authority Board and St. Charles Parish for funding to construct the Paradis Canal Gate Project.

BE IT FURTHER RESOLVED that the Parish President is hereby authorized to execute said agreement and to act on behalf of St. Charles Parish in all matters pertaining to this project.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF,
FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: BELLOCK

And the resolution was declared adopted this 1st day of July, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: Michelle Spontato

DLVD/PARISH PRESIDENT: July 2, 2019

APPROVED: _____

DISAPPROVED: _____

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: July 2, 2019

AT: 3:07pm

RECD BY: [Signature]

AMENDMENT NO. 2
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
STATE OF LOUISIANA,
THROUGH THE COASTAL PROTECTION AND RESTORATION AUTHORITY
BOARD
AND
ST. CHARLES PARISH
REGARDING
PARADIS CANAL GATE (BA-0209)

Reference is made to Article XVI – Amendments, of the original Intergovernmental Agreement for the captioned project, signed by the Coastal Protection and Restoration Authority Board on June 25, 2019, and executed by and between the State of Louisiana through the Coastal Protection and Restoration Authority Board, (herein referred to as the “STATE”) acting by and through the Chairman of the CPRA Board, Kyle R. “Chip” Kline, Jr., and St. Charles Parish (hereinafter referred to as the “PARISH”) (the STATE and PARISH are collectively referred to herein as the “Parties”) represented by its duly authorized President, Matthew Jewell; which allows for the Agreement to be amended in writing.

WITNESSETH, THAT:

WHEREAS, the above-captioned project is substantially complete and the overall estimated cost of construction of the project has decreased; and

WHEREAS, in order to expend all of CPRA’s funding allocated to the project under the Spill Impact Component of the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act), as identified in the State of Louisiana’s First Amended RESTORE Plan (the State RESTORE Plan), the Parties have agreed to revise the percent of the project for which they are responsible; and

WHEREAS, the STATE and PARISH agree that this revision will also allow PARISH to retain \$52,824.33 of its bond funds; and

WHEREAS, the STATE and the PARISH further agree that the end date of the Agreement and the project end date listed in the Parish Matching Grant Application and Award, Federal Award Identification Number GNTSP19LA0070 should be identical; and

WHEREAS, the Parties desire to amend this Agreement in writing in accordance with Article XVI of the original Agreement; and

NOW THEREFORE, the following Articles and Paragraphs are amended as follows:

1. ARTICLE III – PROJECT FUNDING

This Article is deleted in its entirety and the following is substituted:

“This Agreement shall be administered as follows:

- A. The STATE, through CPRA, shall provide to the PARISH, a maximum of **\$2,540,724** (“Maximum CPRA Contribution”) in RESTORE Spill Impact Component funds, which will be awarded on the basis of a federal grant from the Gulf Coast Restoration Trust Fund (the “Grant Funds”). The Grant Funds consist of the Gulf Coast Ecosystem Restore Council Parish Matching Award to complete construction of the Paradis Canal Gate (the “Parish Matching Grant Application and Award”, Federal Award Identification Number GNTSP19LA0070, which is hereby incorporated by reference into this Agreement)). The STATE will reimburse PARISH on a prorated basis up to 50% of the costs incurred by PARISH on each invoice (excluding the final invoice) for all costs that are directly related to the work described herein. However, for the final invoice only, CPRA will reimburse the Parish the remaining balance of CPRA’s Grant Funds available for the final invoice in an amount not to exceed \$193,513.35. Reimbursement payments will be 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 C**, which is attached hereto and incorporated herein. This is intended to be an estimate; actual quantities, hours and hourly rates shall be billed as incurred not to exceed the Maximum CPRA Contribution as specified herein. The total Project construction cost is estimated to be \$4,975,799.34, of which the Parish has agreed to contribute an estimated \$2,435,075.34 of its funds.
- B. 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 the Grant Funds for public purposes and federal funds, and in accordance with all applicable local, state and federal statutes, laws, rules and regulations and all stipulations and conditions of the Financial Assistance Award. 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 Engineering Division. All funding shall be subject to Article X entitled, “Termination Due to RESTORE Funding” and Article XX entitled, “Fiscal Funding Clause”.

2. ARTICLE VI – PAYMENT

This Article is deleted in its entirety and the following is substituted:

“The PARISH will be reimbursed on a prorated basis of up to 50% per invoice (excluding the final invoice) for all costs which are directly related to the work described herein, for a total amount not to exceed **\$2,540,724**, based upon the respective percentages of matched dollars provided for the Project by the PARISH and the STATE, and subject to the terms and conditions set forth herein, for all personnel and material needed to construct the Project as described in Article IV. However, for the final invoice only, CPRA will reimburse the Parish the remaining balance of CPRA’s Grant Funds available for the final invoice in an amount not to exceed \$193,513.35. The work described herein, will be eligible for reimbursement in accordance with established guidelines and in accordance with Articles III, IV, V, and XXXIX herein. The PARISH agrees that any additional funding required for completion of construction of the Project in accordance with this Agreement shall be borne solely by the PARISH.

The PARISH shall pay all subrecipient/consultant/contractor/subcontractor invoices and the STATE, through CPRA, shall reimburse the PARISH for its payments to the subrecipient/consultant/contractor/subcontractor, provided that PARISH shall provide the deliverables referenced in Article IV.A.2 and Article V to the State, through CPRA’s Project Manager identified in Article VII. Subject to any other terms of this Agreement, actual rates and quantities, hours and hourly rates shall be billed as incurred, but in no case shall the sum total of payments made by the STATE to the PARISH exceed the Maximum CPRA Contribution of **\$2,540,724** for the term of this Agreement 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 the USACE standards for in-kind project expense credit. Reimbursement will be limited to allowable, reasonable, and allocable costs.

The STATE will not reimburse the PARISH for costs of construction not completed in accordance with the engineering and design standards set forth in Article IV.A.2(a).

All payments shall be subject to verification, adjustment and/or settlement as a result of any audit referenced herein.

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 subrecipient(s)/consultant(s)/contractor(s)/subcontractor(s).”

3. ARTICLE XXXIX - EFFECTIVE DATE / DURATION / PERIOD OF PERFORMANCE / MODIFICATION / TERMINATION

This Article is deleted in its entirety and the following is substituted:

“This Agreement shall be effective on June 25, 2019 and will terminate on March 15, 2023, unless otherwise terminated or amended by written mutual agreement of all Parties or in accordance with the terms herein. All work performed by PARISH, or any of PARISH’s subrecipients, consultants, contractor or subcontractors, under this Agreement must cease as of the performance end date specified in the Parish Matching Grant Application and Award or any amendments thereto. PARISH further understands and agrees that it will not be reimbursed for any work described in this Agreement that occurs after the performance end date specified in the Parish Matching Grant Application and Award or any amendments thereto.

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.”

4. ATTACHMENT A – UNIFORM GUIDANCE SUBAWARD INFORMATION

This Attachment is deleted in its entirety and the following is substituted:

(i)	Subrecipient Name	Parish of St. Charles
(ii)	Subrecipient Unique Entity Identifier:	079448924
(iii)	Federal Award Identification Number (FAIN):	GNTSP19LA0070
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	June 18, 2019
(v)	Subaward Period of Performance Start Date:	June 25, 2019
	Subaward Period of Performance End Date:	March 15, 2023
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	\$2,540,724
(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	\$2,540,724

(viii)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	\$2,540,724
(ix)	Federal Award Project Description:	Construction of the Paradis Canal Gate
(x)	Name of Federal Awarding Agency:	Gulf Coast Ecosystem Restoration Council
	Name of Pass-Through Entity:	Coastal Protection and Restoration Authority
	Contact Information for Awarding Official:	Vida Carver CPRA Vida.carver@la.gov
	CFDA Number and Name:	87.052 Gulf Coast Ecosystem Restoration Council Oil Spill Impact Program
	Identification of Whether Subaward is R&D:	Not R&D
(xi)	Indirect Cost Rate for Federal Award:	Not Applicable
(xii)	Subrecipient Indirect Costs:	Not Applicable

5. ATTACHMENT C – PROJECT BUDGET ESTIMATE

This Attachment is revised to add the following information:

Final Change Order

Date of Issuance: 12/12/2022
Owner: St. Charles Parish
Contractor: Sealevel Construction, Inc.
Project: Paradis Flood Control Structure

Change in Contract Price:

Original Contract Price: \$5,036,169.00
Contract Price with all approved Change Orders: \$4,975,799.34

Change in Construction Contract Time:

This change order includes a time extension of two-hundred thirty-six (236) calendar days, increasing the current 540 calendar days contract time to 776 calendar days and extending the expected completion date from DECEMBER 7, 2021 to JULY 31, 2022. Five (5) days of the requested two-hundred thirty-six (236) day time extension is due to the added work from Work Change Directives #01 & 02. One-hundred eighty three (183) of the requested two-hundred thirty-six (236) day time extension is added due to inclement weather that caused a disruption of work at the project site. Twenty-three (23) of the requested two-hundred thirty-six (236) day time extension is due to tropical weather events including Tropical Storm Marco, Tropical Storm Beta, Hurricane Zeta, Tropical Storm Nicolas, and Hurricane Ida. Twenty-five (25) of the requested two-hundred thirty-six day time extension is for compliance with State orders for social distancing due to COVID-19.

Effective Date of this Amendment No. 2: March 14, 2023.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the dates indicated below, before the undersigned witnesses.

ST. CHARLES PARISH

COASTAL PROTECTION AND RESTORATION AUTHORITY BOARD

BY: Matthew Jewell
Matthew Jewell,
President

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

DATE: 7-3-23

DATE: 6/29/23

WITNESSES:
[Signature]
Signature

DANNIX J DUTHE
Print Name

[Signature]
Signature

Billy Raymond
Print Name

WITNESSES:
[Signature]
Signature
Joann D. Hicks

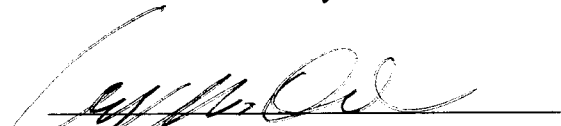
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[Signature]
Signature

Elizabeth P. Shoenfelt
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 3rd day of July 2023, personally came and appeared Matthew Jewell, 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

Corey M. Oubre
Print Name

28709 St Charles Parish
Louisiana Notary Public / Bar Number

My commission expires: to 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 29th day of June, 2023, personally came and appeared Kyle R. "Chip" Kline, Jr., 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 Entity and that the instrument was signed pursuant to the authority granted to him by said State Entity and that he acknowledged the instrument to be the free act and deed of said State Entity.

Mary C. Barnes
Signature

Mary C. Barnes
Print Name

134913 / 34893
Louisiana Notary Public / Bar Number

My commission expires: with life

(SEAL)

