

1999-5019

INTRODUCED BY: CHRIS A. TREGRE  
PARISH PRESIDENT  
(DEPARTMENT OF PLANNING & ZONING/CZM SECTION)

ORDINANCE NO. 99-12-16

An Ordinance to amend and extend Ordinance Number 98-12-6, a Cooperative agreement between St. Charles Parish and the Louisiana Department of Natural Resources, "St. Charles Parish Local Coastal Program Development" Grant.

WHEREAS, St. Charles Parish has been a leader in the "Parish Coastal Wetland Restoration Program" ; and,

WHEREAS, St. Charles Parish desires to develop an approved Local Coastal program, and,

WHEREAS, the Louisiana Department of Natural Resources is willing to pay for the development of such a program; and,

WHEREAS, a Local Coastal Program, if approved, would receive funding from the State and Federal Government for Administration; and,

WHEREAS, a Local Coastal Program could simplify the permitting procedure for minor wetland permits for our citizens; and,

WHEREAS, in the originally approved contract, Section 4 of the contract entitled "Fiscal Year Funding" had been omitted; and,

WHEREAS, the Louisiana Department of Natural Resources has agreed to extend the funding for an additional year.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. Ordinance Number 98-12-6 is amended to include the Section entitled "Fiscal Year Funding", as per the modified version of the contract that was provided by the Louisiana Department of Natural Resources"

SECTION II. That the contract dated is extended from December 31, 1999 to December 31, 2000.

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

YEAS: RAMCHANDRAN, MINNICH, CHAMPAGNE, ABADIE, AUTHEMENT, DUHE  
NAYS: NONE  
ABSENT: ALEXANDER, JOHNSON, SIRMON

And the ordinance was declared adopted this 20th day of December, 1999 to become effective five (5) days after publication in the official journal.

CHAIRMAN: [Signature]

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: 12-21-99

APPROVED: [Signature] DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: 12-21-99

AT: 1:35 PM RECD BY: [Signature]

DNR COOPERATIVE AGREEMENT NO. 2533-99-05  
OCR COOPERATIVE AGREEMENT NO. 435-900213  
AMENDMENT NO. 01

AMENDMENT TO THE  
COOPERATIVE AGREEMENT  
STATE OF LOUISIANA  
DEPARTMENT OF NATURAL RESOURCES  
(Hereinafter referred to as "Department")

AND

PARISH OF ST. CHARLES  
(Hereinafter referred to as "Contracting Party")

The Parties have agreed to extend the term for fulfillment of services to be performed under this contract from December 31, 1999 to December 31, 2000 and to that end Article 2 entitled Contract Term is amended to read in its entirety as follows:

The term for the fulfillment of services to be performed pursuant to this agreement shall be from July 1, 1998 through December 31, 2000.

All other terms and conditions of the agreement shall remain the same.

This amendment entered into this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_, at Baton Rouge, Louisiana.

WITNESSES:

JACK C. CALDWELL, SECRETARY  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_

*Janet B. Boudreaux*

\_\_\_\_\_

*Chris A. Regan*  
Parish of St. Charles

435 900213

DNR COOPERATIVE AGREEMENT NO. 2533-99-05  
COOPERATIVE AGREEMENT FORMAT NO. 6  
OCR COOPERATIVE AGREEMENT NO.

## COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT, made and entered into this 7th day of January, 1999, by and between the Department of Natural Resources of the State of Louisiana, hereinafter referred to as the "Department", and Parish of St. Charles officially domiciled at P.O. Box 302, Hahnville, Louisiana 70057, hereinafter referred to as the "Contracting Party."

## WITNESSETH:

WHEREAS, public financial resources have been made available to the Department through the U.S. Department of Commerce, National Oceanic and Atmospheric Administration, hereinafter referred to as "NOAA", under authority of the Coastal Zone Management Act of 1972, as amended to date, for the purpose of assisting the Contracting Party in facilitating development of the parish's Local Coastal Program (LCP) by enabling production of an up-to-date LCP document and local ordinance and;

WHEREAS, the Department is agreeable to the implementation of this Project and desires to cooperate with the Contracting Party in the project as hereinafter provided;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

## 1. PROJECT IDENTITY:

This Project will be identified as "St. Charles Parish Local Coastal Program Development" and with the Cooperative Agreement Number assigned as set forth above. All invoices and other correspondence submitted to the Department in connection with the Project and this Cooperative Agreement shall be identified by the DNR Cooperative Agreement Number.

## 2. CONTRACT TERM:

The term for the fulfillment of services to be performed pursuant to this agreement shall be from July 1, 1998 through December 31, 1999.

3. PROJECT SCOPE AND FUNDING:

The Contracting Party shall utilize the funds provided under this Cooperative Agreement by U.S. Department of Commerce Grant No. NA87OZ0234, CFDA No. 11.419, 98/99 Coastal Zone Management Program, Section 309 to complete the Project as described in Appendix A. The total cost of this Project shall be a sum not to exceed Nineteen Thousand, and 00/100 Dollars (\$19,000.00). Under no circumstances shall the Department or the State of Louisiana have any obligation to the Contracting Party or to any third person, association, partnership or corporation for any additional sum or contribution. Expenditures incurred by the Contracting Party in excess of the amount specified above will be borne by the Contracting Party.

4. FISCAL YEAR FUNDING

The continuation of this contract is contingent on the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any 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 contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

5. NOTICE TO PROCEED:

The Contracting Party shall proceed with the work upon receipt of a copy of the contract, executed by the parties and bearing the approval of the Division of Administration. The Contracting Party is advised that implementation of the contract's requirements shall be dependent on the availability of funds.

6. COMPLIANCE WITH LAWS:

The Contracting Party and its employees shall comply with all applicable Federal, State and local laws and ordinances in carrying out the provisions of this Cooperative Agreement.

7. TAX RESPONSIBILITY:

The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be the Contracting Party's obligation and shall be identified under Tax Identification Number 72-6001208.

8. CONTRACTING PARTY FINANCIAL MANAGEMENT SYSTEM:

- A. The Contracting Party must possess or establish a system of accounting and financial controls adequate to permit the effective administration of a cost-type contract. This includes fiscal control and fund accounting procedures which assure proper disbursement of and accounting for funds provided under this Cooperative Agreement and any required Contracting Party expenditures. This responsibility applies to funds disbursed by contractors as well as to funds disbursed in direct operations of the Contracting Party. Accounting procedures must provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures charged to Project activities are for allowable purposes in accordance with applicable state and federal laws and that documentation is readily available to verify that such charges are accurate.
- B. Gross income earned by activities financed in whole or in part with funds provided under this Cooperative Agreement shall be accounted for by the Contracting Party in accordance with OMB Circular A-102 (Revised).
- C. The Contracting Party may use its property management standards if they, at a minimum, contain provisions of OMB Circular A-102 (Revised).

9. PROCUREMENT STANDARDS AND REQUIREMENTS:

All Contracting Party procurements of goods shall be conducted in accordance with OMB Circular A-102 (Revised). For all procurements, the Contracting Party shall comply with the Louisiana Procurement Code, La. R.S. 39:1551-39:1736, and all applicable regulations and executive orders.

10. DEPARTMENT FURNISHED ITEMS:

The Department shall provide the following to assist the Contracting Party in the performance of its duties:

- A. Appropriate personnel for consultation as required; and
- B. Access to relevant material required in the performance of the work.

11. METHOD OF PAYMENT:

A. Monthly Reimbursements

The Department shall reimburse the Contracting Party monthly for all eligible costs incurred under this Project up to a maximum of ninety percent (90%) of the total amount specified under Article 3. The Contracting Party must comply with Office of Management and Budget Circular A-87, "Cost Principles for State and Local Governments" with respect to the treatment of specific items and their cost allowability. Reimbursement shall be based on paid invoices or work accomplished on the Project as prepared by the Contracting Party and submitted to the Department's Project Manager.

1. Reporting Requirements:

The following reports shall be received by the Project Manager prior to issuance of incremental and final payments:

- (a) A progress report shall be submitted by the Contracting Party with each invoice for payment on Form DNR-PR (Appendix B).
- (b) A final summary report shall be submitted by the Contracting Party on Form DNR-PR (Appendix B) with the final invoice for payment.

2. The monthly invoice package shall as a minimum, contain the following:

- (a) Monitoring Report (DNR-PR) Appendix B
- (b) Requisition for Payment Form (RFCP) - Appendix C
- (c) In-kind Contribution Report - Appendix D
- (d) Copy of all Pertinent Cost Records (time sheets, invoices and any other applicable payment documentation)
- (e) MBE/WBE Quarterly Procurement Summary - Appendix E

B. Final Payment

An invoice for the final payment, (10%) of the total amount specified under Article 3, shall be submitted by the Contracting Party upon completion of the project and

approval of the final report by the Department. The final invoice shall be submitted within thirty (30) days following expiration of the contract.

Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49. All out of state travel will be subject to prior written approval of the Secretary of the Department.

12. COST RECORDS:

- A. The State, through the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and the Federal Government, through the NOAA, U.S. Department of Commerce, the Comptroller General of the United States, or any of their duly authorized representatives shall be entitled to audit the books, documents, papers and records of the Contracting Party which are reasonably related to this Cooperative Agreement.
- B. The Contracting Party shall comply with audit requirements of the U.S. Office of Management and Budget Circular A-133, as applicable to "Subrecipients". A copy of the audit report(s) shall be submitted to the Undersecretary of the Department within thirty (30) days after completion of audit.
- C. The Contracting Party shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the agreement period and for three years from the date of final payment under this Cooperative Agreement, for inspection by the Department, Legislative Auditor, Office of the Governor, Division of Administration Auditors, or Federal Government and copies thereof shall be furnished if requested.

13. DELIVERABLES:

The Contracting Party shall provide to the Department the items specified in the Scope of Services (Appendix A) as products of the services rendered under the terms of this Agreement.

14. OWNERSHIP OF DOCUMENTS:

Upon completion or termination of this contract, all data collected by the Contracting Party and all documents, notes, drawings, tracings and files collected or prepared in connection with this project, except the Contracting Party's personnel and administrative files, shall become and be the property of the Department and the Department shall not be restricted in any way whatever in its use of such materials. In addition, at any time during the contract period, the Department shall have the right to require the Contracting Party to furnish copies of any or all data and all documents, notes and files collected or prepared by the Contracting Party specifically in connection with this Agreement within five (5) days of receipt of written notice issued by the Department.

Title to any nonexpendable personal property purchased under this agreement is vested with the Contracting Party, subject to the conditions of Department of Commerce Grant No. NA87OZ0234 and the provisions of OMB Circular A-102 (Revised). Upon completion of this agreement, the Contracting Party shall submit an inventory of all property to the Department Project Manager. Prior to disposition of any property, the Contracting Party shall request written instructions from the Department.

#### 15. TERMINATION FOR CAUSE:

If, in the determination of the Department, the Contracting Party fails to fulfill in timely and proper manner its obligations under this agreement or violates any of the covenants, agreements, or stipulations of this agreement, the Department shall thereupon have the right to terminate this agreement by giving written notice sent certified mail (return receipt requested) to the Contracting Party of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.

In that event, and at the option of the Department, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contracting Party under this agreement shall become the property of the Department, and the Contracting Party shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Department shall be relieved of liability for costs for any undelivered work as of the effective date of termination and shall be entitled to repayment for any progress payments made on undelivered work.

Notwithstanding the above, the Contracting Party shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the Contract by



the Contracting Party, and the Department may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due the Department from the Contracting Party is determined.

16. TERMINATION FOR CONVENIENCE OF THE DEPARTMENT:

The Department may terminate this agreement at any time by giving written notice sent certified mail (return receipt requested) to the Contracting Party of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, and at the option of the Department, all finished or unfinished documents and other materials as described in the preceding section shall become its property. If the agreement is terminated by the Department, as provided herein, the Contracting Party shall promptly submit a statement showing in detail the actual services performed to date of termination. The Contracting Party shall then be paid the proportion of the total agreement amount which bears the same ratio as the services completed bears to the total scope of services called for in this agreement, less payments of compensation previously made.

17. REMEDIES:

Any claim or controversy arising out of this agreement shall be resolved pursuant to the laws of the State of Louisiana.

18. DISADVANTAGED/WOMEN BUSINESS ENTERPRISE REQUIREMENTS:

The Contracting Party agrees to ensure that disadvantaged/women business enterprises have the maximum opportunity to participate in the performance of this contract and any subcontracts for supplies, equipment, construction, or services that may be let.

In this regard, the Contracting Party shall take all necessary and reasonable steps to ensure that disadvantaged/women business enterprises have the maximum opportunity to compete for and perform services relating to this contract.

The following affirmative steps for utilizing MBE/WBES are required:

1. Solicitations for products or services shall be sent to firms/individuals listed as MBE's and WBE's.
2. Where feasible, divide total requirements into smaller

tasks to permit maximum MBE/WBE participation.

3. Where feasible, establish delivery schedules which will encourage MBE/WBE participation.
4. Encourage use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBDA) and the U. S. Small Business Administration to identify MBE/WBEs.
5. Require that each party to a subcontract takes the affirmative steps outlined here.

The Contracting Party shall submit to the Department Project Manager a quarterly procurement summary detailing purchases from MBE/WBE vendors. This report shall be made using the Procurement Summary form attached hereto as Appendix E, and submitted within 15 days following the end of each calendar quarter for the duration of the contract.

19. COST OF PRINTING/ACKNOWLEDGEMENT OF FUNDING REQUIREMENTS:

The Contracting Party shall obtain written approval from the DNR Project Manager prior to finalization and distribution of all printed materials and graphic design work. Additionally, the Contracting Party shall notify the Department of location, date, and time, and obtain approval, of any workshops, meetings, press conferences, etc. related to this project at least five (5) working days prior to the scheduled event.

All finished materials produced under this agreement shall carry the state cost-of-printing statement and the federal (Stevens Amendment) funding source statement. All finished materials shall carry the required funding source statement and shall clearly indicate that the Louisiana Department of Natural Resources and the U.S. Department of Commerce, NOAA are funding the project. No other funding statements shall be included in any materials produced under this agreement without prior written approval from the DNR Project Manager. The Department reserves the right to determine the final format, acknowledgements, etc. for all print and nonprint (videos, etc.) materials produced under this agreement.

The Contracting Party shall use no logos other than the Department of Natural Resources logo without prior written approval of the Department. All press releases, notices, correspondence, etc. pertaining to this project shall include a statement that funding is provided by the

Department of Natural Resources and the U.S. Department of Commerce, NOAA.

20. CIVIL RIGHTS COMPLIANCE:

The Contracting Party 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 Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The Contracting Party shall not discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities or sexual orientation.

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

21. INSURANCE:

The Contracting Party shall procure and maintain, for the duration of this contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contracting Party, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including

Employers Liability insurance.

B. Minimum Limits of Insurance:

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.
4. Aircraft or Watercraft Liability (when applicable to project) - \$2,000,000 OR \$5,000,000 for watercraft and \$5,000,000 for aircraft.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Department. At the option of the Department, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Department, its officers, officials, employees, and volunteers; or the Contracting Party shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
  - a. The Department, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contracting Party; products and completed operations of the Contracting Party, premises owned, occupied or used by the Contracting Party. The coverage shall contain no special limitations on the scope

of protection afforded to the Department, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is insured" automatically provides liability coverage in favor of the State of Louisiana.

- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Department, its officers, officials, employees, Boards and Commissions or volunteers.
- c. The Contracting Party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Department, its officers, officials, employees and volunteers for losses arising from work performed by the Contracting Party for the Department.

3. All Coverages

Each insurance policy required by this article shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Department.

E. Acceptability of Insurers

Insurance is to be placed with insurers authorized in Louisiana, with a Best's rating of no less than A-:V. This requirement will be waived for workers' compensation coverage only for those contractors whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Compensation Assigned Risk Pool or the Louisiana Workers' Compensation Corporation.

F. Verification of Coverage

The Contracting Party shall furnish the Department with certificates of insurance effecting coverage required by this article, and shall include the DNR Cooperative Agreement number on the certificates. The certificates for each insurance policy are to be signed by a person

authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved

by the Department before work commences. The Department reserves the right to require complete, certified copies of all required policies, at any time.

G. Subcontractors

The Contracting Party shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

22. INDEMNIFICATION:

The Contracting Party will protect, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur and in any way grow out of any act or omission of the Contracting Party, its agents, servants, and employees, and any and all costs, expenses and/or attorney fees incurred by the Contracting Party as a result of any such claims, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees.

23. SUBCONTRACTORS:

The Contracting Party agrees to obtain written Department approval prior to subcontracting any part of the services specified in Appendix A. The Contracting Party shall include, in any subcontract, the provisions contained in this contract. The Contracting Party shall submit requests for approval, accompanied by copies of proposed subcontracts, to the Department Project Manager. The Contracting Party further agrees to guarantee and be liable to the State (Department) for all services performed under any such subcontract.

24. ASSIGNABILITY:

The Contracting Party shall not assign any interest in this Cooperative Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the

prior written consent of the Department thereto; provided, however, that all claims for money due or to become due to the Contracting Party under this Cooperative Agreement may be assigned to its bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Department.

25. SUCCESSORS AND ASSIGNS:

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

26. ASSURANCES:

The Contracting Party hereby assures and certifies that it will comply with Items 2 through 12 of the Assurances contained in Appendix F.

27. COVENANT AGAINST CONTINGENT FEES:

The Contracting Party warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contracting Party, to solicit or secure this Cooperative Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contracting Party, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Cooperative Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Cooperative Agreement without liability, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

28. CODE OF ETHICS FOR STATE EMPLOYEES:

The Contracting Party acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The Contracting Party agrees to immediately notify the Department if potential violations of the Code of

Governmental Ethics arise at any time during the term of this contract.

29. CERTIFICATION REGARDING LOBBYING:

This Cooperative Agreement is subject to Section 319 of Public Law 101-121, which added Section 1352, regarding lobbying restrictions, to Chapter 13 of Title 31 of the United States Code. The Contracting Party is generally prohibited from using Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this Cooperative Agreement.

30. CERTIFICATION OF DEBARMENT/SUSPENSION STATUS

The Contracting Party certifies with its execution of this agreement that it is not suspended, debarred or ineligible from entering into contracts with any Department or other Agency of the Federal Government, or in receipt of notice of proposed debarment or suspension.

The Contracting Party shall provide immediate notice to the Department in the event of being suspended, debarred or declared ineligible by any Department or other Federal Agency, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this agreement.

The Contracting Party agrees to secure from its subcontractors certification that such subcontractors are not suspended, debarred or declared ineligible from entering into contracts with any Department or Agency of the Federal Government, or in receipt of a notice of proposed debarment or suspension.

Upon receipt of notice of suspension, debarment, or declaration that the Contracting Party is ineligible to enter into contracts with and Department or Agency of the Federal Government, either prior to or after execution of this agreement, the Department reserves the right to review cause of ineligibility, and to terminate this contract pursuant to the terms of the article in this agreement entitled TERMINATION OF CONTRACT FOR CAUSE, or take such other action it deems appropriate under this contract.

31. AMENDMENTS:

The Contracting Party may, with prior approval of the DNR Project Manager, revise the budget included in Appendix A, provided total budget revisions do not exceed ten percent (10%) per budget category and do not exceed the total contract amount. A copy of each budget revision will be retained in the Department contract file and a copy forwarded



to the Division of Administration's Office of Contractual Review. No other amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties, and approved by the Division of Administration's Office of Contractual Review.

THE DEPARTMENT AND THE CONTRACTING PARTY REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

JACK C. CALDWELL, SECRETARY  
DEPARTMENT OF NATURAL RESOURCES

Suzanne Terrell

Valerie R. Berthelot

Jack Caldwell  
Chas. A. Rogers  
Parish of St. Charles

**SCOPE OF SERVICES  
FOR  
LOCAL COASTAL MANAGEMENT PROGRAM DEVELOPMENT**

Introduction

Parishes desiring to apply for grants to develop a local coastal management program (LCMP) have notified the Louisiana Department of Natural Resources by letter of intent from appropriate local authorities. The broad goal of this contract is to provide for appropriate allocation of resources to enable development of tangible work products necessary to the development of an effective LCMP in a Louisiana coastal parish that presently does not have an approved LCMP. The purpose of this cooperative agreement scope of services is to set forth the understanding of what products will be delivered by the contracting party, and according to what schedule, in accounting for disbursement of federal funds through the state for purposes of enabling LCMP development in this parish.

Tasks

Specific tasks involved in program document development may include:

- Designation of personnel responsible for document production and review
- Input of document text, generation of all graphics including maps characterizing coastal portions of parish and environmental management units (EMUs), arranging for document binding, reproduction and distribution to all appropriate reviewers.
- Drafting appropriate local ordinance providing for coastal zone management in coordination with appropriate parish government offices (permitting, planning, drainage/public works, etc.)
- Enactment of local ordinance providing for coastal zone management
- Reporting on a regular schedule to LDNR/CMD to ensure effective coordination.

### Deliverables

Specific deliverables are expected to include:

- First Quarter Activity Report and/or document outline
- Mid-term Activity Report
- Third Quarter Activity Report and/or draft revised document
- Final revised program document and local coastal management program ordinance

### Timetable

Schedule of Milestones for accomplishing contract tasks is expected to be as follows:

- By 12/15/98, Delivery to offices of LDNR/CMD, First Quarter Activity Report or document outline
- By 3/15/99, Delivery to offices of LDNR/CMD, Mid-term Activity Report
- By 8/15/99, Delivery to offices of LDNR/CMD, Third Quarter Activity Report or draft revised document
- By 12/15/99, Delivery to offices of LDNR/CMD, Final revised program document due in offices of LDNR/CMD,

ST. CHARLES PARISH  
PROPOSED BUDGET  
LOCAL COASTAL PROGRAM  
DEVELOPMENT GRANT

Professional Services	14,000.00
Administrative	3,000.00
Printing and Postage	<u>2,000.00</u>
Total	*19,000.00

Professional services are intended to cover an independent contractor to complete items specified in scope of services.

Administrative costs are to cover all "in-house" costs to the completion of the scope of services.

Attest: \_\_\_\_\_  
Earl J. Matherne Jr.  
CZM Administrator

\* To be spent during St. Charles Parish Fiscal Years 1998-1999.

DNR COOPERATIVE AGREEMENT NO. 3533-99-05  
APPENDIX B  
MONITORING REPORT

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

Contracting Party: \_\_\_\_\_ DNR Contract No. \_\_\_\_\_

Project Title: " \_\_\_\_\_ "

Invoice No. \_\_\_\_\_ Invoice Amount: \_\_\_\_\_

Total Contract Amount: \$ \_\_\_\_\_ Balance: \$ \_\_\_\_\_

Total invoiced to date: \$ \_\_\_\_\_

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

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

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

- A. Tasks and/or milestones accomplished (give dates)
- B. Tasks and/or milestones not accomplished with explanation or assessment of:
  - 1. Nature of problems encountered:
  - 2. Remedial action taken or planned:

3. Whether minimum criteria for measure can still be met:

4. Likely impact upon achievement:

### III. DELIVERABLES

### IV. OTHER DISCUSSIONS OF SPECIAL NOTE

Contracting Party \_\_\_\_\_ Date \_\_\_\_\_  
Approval \_\_\_\_\_ Date \_\_\_\_\_  
DNR Project Manager

MAIL TO: Department of Natural Resources  
Office of Coastal Restoration and Management  
P. O. Box 94396  
Baton Rouge, LA 70804-9396

## REQUISITION FOR PAYMENT

CONTRACTING PARTY \_\_\_\_\_

DNR COOPERATIVE AGREEMENT NO. \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

REQUISITION PERIOD \_\_\_\_\_ ESTIMATE NO. \_\_\_\_\_

TOTAL AMOUNT AUTHORIZED \_\_\_\_\_

ESTIMATED % COMPLETE \_\_\_\_\_

<u>BUDGET ITEMS</u>	<u>TOTAL AUTHORIZED AMOUNT</u>	<u>PREVIOUS REQUESTS</u>	<u>AMOUNT DUE THIS ESTIMATE</u>	<u>CUMULATIVE TO DATE</u>
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TOTAL	\$	\$	\$	\$
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CHECK TO MADE PAYABLE TO \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

I certify that charges reflected are supported by the attached cost documents which is available in the Contracting Party's and contractor's records.

I certify that the above statement is just and correct and payment has not been received.

SIGNATURE OF CONTRACTING  
REPRESENTATIVE

APPROVED: \_\_\_\_\_  
DNR PROJECT MANAGER

MAIL TO: State of Louisiana  
Office of Coastal Restoration and Management  
P. O. Box 94396  
Baton Rouge, LA 70804-9396

CASH OR IN-KIND CONTRIBUTION REPORT

NOAA GRANT NO.: \_\_\_\_\_

DNR COOPERATIVE AGREEMENT NO.: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

REQUISITION PERIOD: \_\_\_\_\_ ESTIMATE NO.: \_\_\_\_\_

<u>BUDGET ITEMS</u>	<u>TOTAL AUTHORIZED AMOUNT</u>	<u>PREVIOUS REQUESTS</u>	<u>AMOUNT DUE THIS ESTIMATE</u>	<u>CUMULATIVE TO DATE</u>
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<u>TOTAL</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
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APPROVED BY

DATE

TITLE



## 1

PART V  
ASSURANCES

The Applicant hereby assures and certifies that he will comply with the regulations, policies, guidelines and requirements, including OMB Circulars No. A-95, A-102 and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies to the grant that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
4. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P. L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
5. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
6. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
7. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
8. It will give the sponsoring agency or the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant.
9. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
10. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
11. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

PART V  
ASSURANCES  
Continued

The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

12. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.