

AMENDMENT NO. 3
TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
COASTAL PROTECTION AND RESTORATION AUTHORITY BOARD
AND
ST. CHARLES PARISH
REGARDING
ST. CHARLES WEST BANK HURRICANE PROTECTION LEVEE PROJECT
(BA-85)

Reference is made to **ARTICLE XV – AMENDMENTS** of the Intergovernmental Agreement (“Agreement”) for the captioned Project entered into on the 9th day of January, 2008, by and between the St. Charles Parish, herein represented by its duly authorized President, V.J. St. Pierre, Jr., (“Sponsor”), and the State of Louisiana through the Coastal Protection and Restoration Authority Board (“CPRA Board”), acting by and through the Chairman of the CPRA Board, Jerome Zeringue, as authorized by CPRA Board Resolution on the 18th day of February, 2009, and the provisions of La R.S. 49:214.1 and 49:214.5.2; which allow for the Intergovernmental Agreement to be amended in writing. Therefore,

WITNESSETH THAT:

WHEREAS, pursuant to La. R.S. 49:214.5.2(A)(1), the CPRA 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 CPRA 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 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 (hereinafter the “CPRA”) is the implementation and enforcement arm of the CPRA Board and is directed by the policy set by CPRA 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 CPRA 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 CPRA Board pursuant to this Agreement; and

WHEREAS, the CPRA Board and Sponsor revised through Amendment No. 1 to the Agreement the Project Description to include, “the appraisal, surveying, geotechnical, land acquisition, grubbing and clearing, flowage easement, engineering, and construction activities in connection with Phase I – Magnolia Ridge, Phase II - Willowridge, and Phase III – Ellington Plantation, of the West Bank Hurricane Protection Levee, as well as the waterline relocation costs associated with the West Bank & Vicinity Hurricane Protection project, WBV-73”; and

WHEREAS, Article III of the Agreement provided for a maximum cost of \$4,500,000 in State funds for the Project, payable out of the Coastal Protection and Restoration Trust Fund and as a result of the revision of the Project Description through Amendment No. 1, the Sponsor incurred additional costs and expenses related to its roles and responsibilities under the Agreement for which the CPRA Board allocated an additional \$2,000,000.00 through Amendment No. 2 for a maximum total cost of \$6,500,000.00; and

WHEREAS, Sponsor has indicated a need for additional funding to cover planning, engineering, design, construction, and other expenses associated with land easements, rights of way, relocations and/or disposal areas for the Phase III-Ellington Plantation portion of the Project; and

WHEREAS, 2009 La. Acts No. 20 authorized the expenditure of \$290,000,000 for coastal restoration and management projects in accordance with the CPRA Master Plan and Annual Plan as an approved use of the State’s 2009 budget surplus; and

WHEREAS, \$193,300,000 of the above \$290,000,000 has been approved for use for certain components to hurricane protection in Southeast Louisiana by the Joint Legislative Committee on the Budget; and

WHEREAS, the CPRA Board is agreeable to making available up to an additional \$8,000,000 from the above-described surplus funds to Sponsor for one or more of the following activities: planning, engineering, design, construction, and other expenses associated with land easements, rights of way, relocations and/or disposal areas for the Phase III-Ellington Plantation portion of the Project, for a combined total cost projection of \$14,500,000; and

WHEREAS, this Amendment 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;

NOW THEREFORE, “LADOTD” shall be replaced with “CPRA Board” wherever it appears in the Agreement, and the following Articles and Paragraphs are amended as follows:

1. ARTICLE III – Scope and Project Responsibility

The first paragraph of the Article is deleted in its entirety and the following is substituted therefor:

“With a total cost projection of \$14,500,000, the CPRA Board through CPRA shall utilize the following funding sources to carry out the Project:

- A. The CPRA Board through CPRA shall provide to Sponsor a maximum of \$4,500,000 in funding from the Coastal Protection and Restoration Trust Fund.
- B. The CPRA Board through CPRA shall provide to Sponsor a maximum of \$2,000,000 in funding from the allocation of 2009 State Surplus for the Project for one or more of the following approved project purposes: planning and design and other expenses associated with land easements, right of ways, relocations and/or disposal areas, and any permitting costs thereof.
- C. The CPRA Board through CPRA shall provide to Sponsor a maximum of \$8,000,000 from the allocation of 2009 State Surplus for one or more of the following approved project purposes: planning, engineering, design, construction, and other expenses associated with land easements, rights of way, relocations and/or disposal areas, for the Phase III-Ellington Plantation portion of the Project.

Sponsor acknowledges and agrees that any costs or expenses incurred in excess of the total cost project of \$14,500,000 shall be borne 100% by the Sponsor. All funding provided by the State shall be used for the purposes stated, in accordance with constitutional and statutory restrictions on the use of the above State funds for the public purposes described herein, and shall be used in accord with applicable state statutes, laws, rules and regulations including but not limited to the Louisiana Public Bid Law. The use of State funding shall at all times be consistent with sound engineering principles and practices.

Sponsor acknowledges that any funds not used in accord with the terms of this Agreement and state law shall be reimbursed to CPRA upon closeout of the Project.

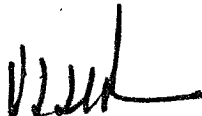
ST. CHARLES WEST BANK HURRICANE PROTECTION LEVEE PROJECT (BA-85)

St. Charles West Bank Hurricane Protection Levee Project
(BA-85)

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

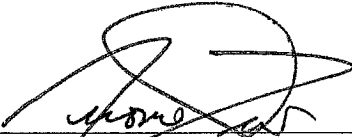
ST. CHARLES PARISH

COASTAL PROTECTION AND RESTORATION AUTHORITY BOARD

BY: 

V. J. St. Pierre, Jr.
President

DATE: 11/5/14

BY: 

Jerome Zeringue
Chairman

DATE: 9/22/2014


WITNESSES:



Signature

Anedra Coleman

Print Name

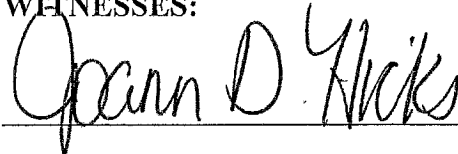


Signature

Tiffany K. Clark

Print Name

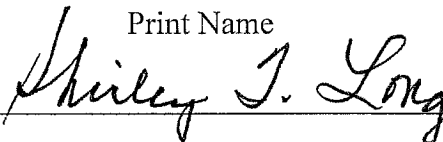
WITNESSES:



Signature

Joann D. Hicks

Print Name



Signature

Shirley T. Long

Print Name

STATE OF LOUISIANA
ST. CHARLES PARISH

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 5th day of November, 2014, personally came and appeared V. J. St. Pierre, Jr., or his assigned acting, Parish President, 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



Print Name



Louisiana Notary Public / Bar Number

My commission expires: at death

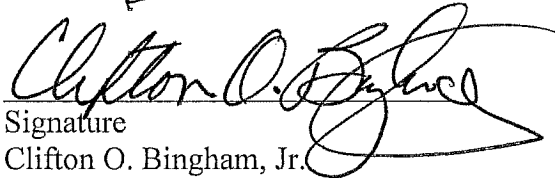
(SEAL)

STATE OF LOUISIANA
EAST BATON ROUGE PARISH

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 22nd day of September, 2014, personally came and appeared Jerome Zeringue, 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.



OFFICIAL SEAL
Clifton O. Bingham, Jr.
BAR ROLL # 03052
STATE OF LOUISIANA
My Commission is for Life


Signature

Clifton O. Bingham, Jr.
General Counsel
Louisiana Bar Number 03052

My commission expires: with life

(SEAL)