

2021-0016

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO: 21-1-6

An ordinance to approve and authorize the execution of an Intergovernmental Agreement with the Coastal Protection and Restoration Authority Board for the Operation, Maintenance, Repair, Replacement, and Rehabilitation (OMRR&R) of the Davis Pond Freshwater Diversion Project (State Project No. BA-0001).

WHEREAS, St. Charles Parish executed DNR Cooperative Agreement No. 2512-99-01 with the Louisiana Department of Natural Resources for the Interim Operation and Maintenance of the Davis Pond Pump Station for the period of December 17, 1998, through May 31, 1999; and,

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 99-4-4 on April 5, 1999, which approved DNR Cooperative Agreement No. 2512-99-05 for the OMRR&R of the Davis Pond Freshwater Diversion Project and said Ordinance was amended via Ordinance No. 99-4-4 to extend the Agreement through January 31, 2006; and,

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 05-12-9 which approved DNR Cooperative Agreement No. 2512-06-04 for the OMRR&R of the Davis Pond Freshwater Diversion Project for the period of February 1, 2006, through January 31, 2011; and,

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 10-4-13 which approved DNR Cooperative Agreement No. 2512-10-03 for the continuation of the OMRR&R of said project for the period of February 1, 2011, through January 31, 2016, and entered into a new Agreement for the OMRR&R of said project for the period of February 1, 2016, through January 31, 2021; and,

WHEREAS, it is the desire of the Parish and the Coastal Protection and Restoration Authority Board to enter into a new Agreement for the OMRR&R of said project for the period of February 1, 2021, through January 31, 2026.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Intergovernmental Agreement for State Project No. BA-0001 between the Coastal Protection and Restoration Authority Board and St. Charles Parish is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Intergovernmental Agreement on behalf of St. Charles Parish.

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

YEAS: DONALDSON, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER

NAYS: NONE

ABSENT: FISHER-PERRIER

And the ordinance was declared adopted this 25th day of January, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Marilyn Bellock
SECRETARY: Michelle Dupont
DLVD/PARISH PRESIDENT: January, 26, 2021
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Math Jewell
RETD/SECRETARY: February 1, 2021
AT: 4:05 pm RECD BY: [Signature]

INTERGOVERNMENTAL AGREEMENT

BETWEEN

STATE OF LOUISIANA,

THROUGH THE COASTAL PROTECTION AND RESTORATION AUTHORITY BOARD

AND

SAINT CHARLES PARISH GOVERNMENT

REGARDING

**THE OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, AND REHABILITATION OF
THE DAVIS POND FRESHWATER DIVERSION PROJECT (BA-0001)**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”), is entered into and effective on February 1, 2021, 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, Jr., and the Saint Charles Parish Government (hereinafter referred to as the “SCPG”) represented by its duly authorized Parish President, Matthew Jewell (the STATE and SCPG are collectively referred to herein as the “Parties”).

WHEREAS, Article VII, 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 (“CPR A”) 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, CPR A 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, the BOARD directs, CPR A to administer and implement the obligations undertaken by the BOARD pursuant to this Agreement; and

WHEREAS, the SCPG 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 La. R.S.33:1236); and

WHEREAS, the Parties desire to enter into this 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, the Project is an integrated coastal protection project eligible for funding under Section 105 the Gulf of Mexico Energy Security Act (GOMESA) Act of 2006 (Title I of Division C of Public Law 109-432; 43 U.S.C. 1331 *et seq.*; 120 Stat. 3000), 30 C.F.R. Parts 219 and 1219, Louisiana Constitution Article VII, Sections 9(B), 10.1 and 10.2, and La. R.S. 49:214.5.4(E); and

WHEREAS, the Project is consistent with the STATE’S 2017 Coastal Master Plan and Fiscal Year 2021 Annual Plan, and is identified as eligible for allocation of proposed GOMESA funding, contingent upon funding being made available to the STATE for the 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 SCPG, 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 SCPG and the STATE in the continuing operation, maintenance, repair, replacement, and rehabilitation (OMRR&R) of the Davis Pond Freshwater Diversion Project. An Operation & Maintenance 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-0001 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 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 Project Cooperation Agreement and Amendment No. 1 hereto (PCA) 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 PCA with USACE, the STATE is contracting with the SCPG, 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 **\$3,353,745.00** 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 SCPG, a maximum of **\$3,353,745.00** with 75% of funding being provided from Water Resources Development Act (“WRDA”) federal funds and 25% being provided by the State from the FY 20-21 allocation of GOMESA Funds . The funding will be provided on a Time and Materials basis to the SCPG 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 B**, 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% of the 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 GOMESA 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 construction practices and engineering principles and practices as may be directed and defined by the CPRA Engineering Division. All funding shall be subject to Article XVII, entitled, “Fiscal Funding Clause.”
- D. The SCPG 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 SCPG.

ARTICLE IV **SCOPE AND PROJECT RESPONSIBILITY**

A. Project Tasks

1. The STATE, through CPRA, or its agent will perform the following:
 - a) Develop the Intergovernmental Agreement with associated terms and conditions for reimbursement to the SCPG (**\$3,353,745.00** total maximum Project cost).
 - b) Provide funding on a reimbursable basis in accordance with the terms and conditions of the Intergovernmental Agreement for OMRR&R of the Project.
 - c) Provide appropriate personnel for consultation as required.
 - d) Provide access to relevant materials required in the performance of the work.
 - e) Provide any progress schedules/work directives as may be necessary to facilitate the Project.
2. The SCPG, or its agent, will perform the following:

- a) 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).
 - b) 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 SCPG.
 - c) 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.
 - d) In accordance with the Water Control Plan, the SCPG shall check the diversion structure gauges twice daily, operate the structure as may be directed by CPRA, and provide no more than a one (1) hour response time in the case of an emergency closure.
 - e) Oversight of contracted work to perform maintenance tasks listed above.
 - f) Receive, approve, and pay invoices from consultants/contractors/vendors on a timely basis and in accordance with all applicable state, federal, and local laws.
 - g) Submit invoices, certified, to CPRA for reimbursement.
 - h) Deliverables - The SCPG 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 C**) 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 SCPG), 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 SCPG);
 - 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 SCPG).
3. The SCPG 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 construction capabilities of the SCPG or exceeds the contract limit allowed by state law, the work shall be procured in accordance with state law. In such a case, the SCPG 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 SCPG shall submit a copy of the complete package of Contract Documents with its written request for authority to advertise.
2. The SCPG will solicit bids for the materials, labor, and equipment needed to construct the Project in accordance with the Public Bid Law 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 SCPG 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 SCPG shall submit to the STATE, through CPRA, copies of the three (3) lowest bidder's proposals and proof of advertising. The SCPG's submittal shall include: proof of publication of advertisement for bids; bid tabulation form certified by the engineer and the contracting agency; bid proposals and bid bonds of the three (3) lowest bidders, bid evaluation and recommendation of award, and proposed Notice of Award of Contract.
5. After receiving comments from the CPRA, the SCPG may then award and execute the construction contract and will submit to the CPRA copies of the Notice of Award of Contract and executed Contract and Performance/Payment bond(s).
6. The Contract and bonds shall be recorded in the Clerk of Court office(s) for the SCPG in the 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 SCPG 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.

C. Maintenance Project Construction

During the construction period, the SCPG 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 preconstruction conferences and all construction progress meetings. The SCPG will immediately notify CPRA of any construction delays or specific environmental concerns.

The SCPG or its agent will arrange for and conduct final inspection of the completed works or improvements. Such inspection shall be made in conjunction with CPRA, if requested to do so. The SCPG 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 but not limited to as-built drawings (CAD drawings and input files), verification of completed punch-list items, photographic documentation of completed work, and any other information requested by CPRA, 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 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) as provided in Article IV, A.2 (a). 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

1. The SCPG shall provide to the STATE, in accordance with the process referenced in Article VI and through CPRA's Project Manager identified in Article VII, and in accordance with the deliverables identified in Article IV, Section A.2.h, the following:

- a. Prior to reimbursement, the SCPG shall render detailed monthly invoices for payment of work performed and all documentation necessary to support the invoice, including a summary of the type of work, total value of the work performed, and the costs incurred, as provided in **Attachment C** (Monthly Monitoring Report), along with the following:
 - i. Monthly contracted services summary;
 - ii. Copies of all recorded time sheets/records for contractors/ subcontractors/vendors shall be included in the detailed monthly invoices;
 - iii. Invoices shall be certified by the SCPG's contractor/ subcontractor/vendor and another properly designated official representing the SCPG as being correct and completed in accordance with the Contract Documents;
 - iv. All invoices shall be subject to verification, adjustment and/or settlement as a result of any audit referenced in Article VII of this Agreement. Project costs in excess of those described in Article III shall be borne 100% by the SCPG;
 - v. Written certification required in Article IV.A.2(a); and,
 - vi. Any other Project-related documents requested by CPRA; and
 - vii. Written certification that all Federal statutes, laws, rules, and regulations, that apply to GOMESA have been met.

2. The SCPG shall provide to the STATE, a copy of a Resolution passed by its Board of Commissioners authorizing its execution of this Agreement.

3. The SCPG shall submit to the STATE 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, specifications, as-built drawings, and the OMRR&R Plan- generated for the Project in accordance with this Agreement. However, in the event that the SCPG needs to publicly bid any portion of the work for this Project, the SCPG shall keep confidential and shall not disclose, subject to the requirements of the Louisiana Public Records Law and Louisiana Public Bid Law, any Project documents to any other entity, except its consultants, agents, or representatives for the Project, prior to advertising such work for public bid.

ARTICLE VI

PAYMENT

All costs incurred by the SCPG on or after February 1, 2021, which are directly related to the work described herein, will be eligible for reimbursement in accordance with established guidelines and in accordance with Articles III, IV and V herein.

The SCPG will be reimbursed 100% up to an amount not to exceed a maximum of **\$3,353,745.00**, subject to the terms and conditions set forth herein, for all costs needed to fully operate and maintain the Project as described in Article IV. However, it is the intent of this Agreement that reimbursement shall not exceed the original awarded contract value.

The SCPG shall pay all contractor/subcontractor/vendor invoices, and the STATE through CPRA, shall reimburse the SCPG for its payments to the consultant/contractor/subcontractor/vendor, provided that SCPG shall provide the deliverables referenced in Article V to the State, through CPRA's Project Manager identified in Article VII. Subject to any other terms of this Agreement, in no case shall the sum total of payments made by the STATE, through CPRA, to the SCPG exceed **\$3,353,745.00** for the initial term of this Agreement.

The SCPG shall implement and adhere to accounting procedures to assure that reimbursable costs are allowable, reasonable, and allocable. Reimbursement will be limited to allowable, reasonable, and allocable costs.

The STATE will not reimburse SCPG 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 in accordance with the PCA.

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 SCPG and its consultant(s)/ contractor(s)/subcontractor(s).

ARTICLE VII

RECORD KEEPING, REPORTING, AUDITS AND MONITORING

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 David Chambers, P.E., or his designee. The STATE shall provide the SCPG 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 SCPG 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.

SCPG agrees to abide by the requirements of all applicable state and federal statutes, laws, rules, and regulations, including but not limited to assurance that all documentation shall be sufficient to meet any requirements set by the Federal Government relative to GOMESA, including without limitation, 2 C.F.R. part 200, including but not limited to 2 C.F.R. part 200, Subpart F "Audit Requirements", and the Department of Interior's Bureau of Ocean Energy Management Office of Natural Resources, Revenue's regulations relative to the GOMESA Funds at 30 C.F.R. Parts 219 and 1219. SCPG and its consultants/contractors/subcontractors shall act in good faith to supply the STATE and/or the United States Department of Interior with any supporting material or documentation needed for release of the GOMESA Funds or for legal compliance.

The SCPG and its consultants/contractors/subcontractors shall maintain all documents, papers, books, field books, accounting records, appropriate financial records and other evidence, including electronic records that are pertinent to the GOMESA Funds, 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, the United States Army Corps of Engineers (USACE), and the Government Accountability Office (GAO); however, prior to disposal of any Project data for the Project, the SCPG 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, USACE, and the GAO shall have the authority to audit all records and accounts of the STATE and the SCPG which relate to this Agreement, and those of any subcontractors which relate to this Agreement. SCPG further agrees to make available to the Office of the Governor, Division of Administration, any documents, papers or other records, including electronic records of SCPG that are pertinent to the GOMESA Funds, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to SCPG's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

The STATE and the SCPG, and any consultants/contractors/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 subaward/contract/subcontract entered into under this Agreement.

The purpose of submission of documentation by STATE to the SCPG, or by the SCPG 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. As between the STATE and SCPG, the STATE assumes no responsibility to provide extensive document review for any documents received from SCPG or its consultants/contractors/subcontractors or to determine the completeness or accuracy of any such documentation. The SCPG and its consultants/

contractors/subcontractors 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.

SCPG shall be responsible for monitoring any consultants, contractors and subcontractors to ensure that work performed in connection with this Agreement comports with the Agreement's terms and all applicable federal and state laws, rules, regulations, and guidelines.

ARTICLE VIII

TERMINATION FOR CAUSE

The STATE may terminate this Agreement for cause based upon the failure of SCPG to comply with the terms and/or conditions of the Agreement; provided that the STATE shall give the SCPG written notice specifying the SCPG's failure. If within thirty (30) days after receipt of such notice, the SCPG 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 SCPG in default and the Agreement may terminate on the date specified in such notice.

The SCPG 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 SCPG 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 SCPG. The SCPG may likewise terminate this Agreement at any time by giving thirty (30) days written notice to the STATE. The SCPG 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 SCPG incurs which are directly associated with the termination, modification, or change of any underlying engineering, design 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

ALLOWABLE COSTS

Costs that result from obligations incurred by SCPG during a suspension or after termination are not allowable unless the STATE expressly authorizes them in writing in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by SCPG before the effective date of suspension or termination, and are not in anticipation of it; and (2) the costs would be allowable if the grant award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

ARTICLE XI
NON-DISCRIMINATION CLAUSE

The Parties agrees to abide by the requirements of the following provisions as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Section 504 of the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974 (VEVRAA); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975 (ADEA), as amended, and the requirements of the Americans with Disabilities Act of 1990 (ADA), including the revised ADA Standards for Accessible Design for Construction Awards revised regulations implementing Title II of the ADA and Title III of the ADA, as amended; Federal Executive Order (EO) 11246 "Equal Employment Opportunity", as amended by EO 11375 "Amending Executive Order 11246 Relating to Equal Employment Opportunity" and implementing regulations at 41 C.F.R. part 60 "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" and EO 12086 "Equal Employment Opportunity Functions"); and EO 13166 "Improving Access to Services for Persons With Limited English Proficiency."

The Parties agree not discriminate in employment practices, and will render services under this contract in accordance with 41 C.F.R. 60-1.4 and without regard to race, color, religion, sex, sexual orientation, 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.

ARTICLE XII
COMPLIANCE WITH FEDERAL LAW

The Parties and any of their consultants, contractors and subcontractors employed in the completion of any construction-related activity, project or program conducted with the GOMESA funds 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.*), as supplemented by Department of Labor Regulations (29 C.F.R. part 5) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c), as supplemented by Department of Labor Regulations (29 C.F.R. part 3) and to the extent 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 Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), and the Federal Funding Accountability and Transparency Act (FFATA) (<https://www.fdrs.gov>). 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. The Parties further agree to comply with any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201), as applicable, and 2 C.F.R. §200.322, as applicable.

The Parties also agree to comply with any applicable Federal environmental laws, which may include but are not limited to, The National Environmental Policy Act (42 U.S.C. § 4321 *et seq.*), The Endangered Species Act (16 U.S.C. § 1531 *et seq.*), Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 *et seq.*), Clean Water Act Section 404 (33 U.S.C. § 1344 *et seq.*), The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), Bald and Golden Eagle Protection Act (16 U.S.C. § 668 *et seq.*), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds, National Historic Preservation Act (16 U.S.C. § 470 *et seq.*), Clean Air Act (42 U.S.C. § 7401 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*) (Clean Water Act), Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans"), the Flood Disaster Protection Act (42 U.S.C. § 4002 *et seq.*), Executive Order 11988 ("Floodplain Management"), Executive Order 13807 ("Establishing Discipline and Accountability in the Environmental Review and Permitting Process for Infrastructure Projects"), Executive Order 11990 ("Protection of Wetlands"), Executive Order 13112 ("Invasive Species"), The Coastal Zone Management Act (16 U.S.C. § 1451 *et seq.*), The Coastal Barriers Resources Act (16 U.S.C. § 3501 *et seq.*), The Wild and Scenic Rivers Act (16 U.S.C. § 1271 *et seq.*), The Safe Drinking Water Act (42 U.S.C. § 300 *et seq.*), The Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*), The

Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 *et seq.*), Executive Order 12898 (“Environmental Justice in Minority Populations and Low Income Populations”), Rivers and Harbors Act (33 U.S.C. 407), Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. 1431 *et seq.*), Executive Order 13089 (“Coral Reef Protection”), Executive Order 13783 (“Promoting Energy Independence and Economic Growth”), Farmland Protection Policy Act (7 U.S.C. 4201 *et seq.*), and the Fish and Wildlife Coordination Act (16 U.S.C. 661 *et seq.*). SCPG must immediately notify CPRA in writing, pursuant to Article XXXVII, if SCPG becomes aware of any impact on the environment that may impact the use of GOMESA Funds for the Project.

ARTICLE XII

HOLD HARMLESS AND INDEMNITY

The SCPG shall be fully liable for the actions of its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control, and shall fully indemnify and hold the STATE and its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, 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 SCPG, its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control, without limitation, except that the SCPG 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, consultants, contractors, subcontractors, vendors, 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, subsumed, terminated, or otherwise altered except by mutual written consent of all Parties hereto.

ARTICLE XIV

OWNERSHIP

All records, reports, documents and other material delivered or transmitted to the SCPG by the STATE shall remain the property of the STATE and shall be returned by the SCPG to the STATE upon request at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the SCPG in connection with performance of the services contracted for herein shall be the property of the SCPG, and shall be retained in accordance with the terms of this Agreement.

ARTICLE XV

NO ASSIGNMENT

The SCPG 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 SCPG 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 XVII
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 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 XVIII
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. The SCPG 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.

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 SCPG 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 SCPG 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 XIX
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 XX
RELATIONSHIP OF PARTIES

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

ARTICLE XXI
APPLICABLE LAW, VENUE AND DISPUTES

This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. 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 XXII
DELAY OR OMISSION

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

ARTICLE XXIII
REPORTING OF FRAUD, WASTE, ABUSE OR CRIMINAL ACTIVITY

In accordance with 2 C.F.R. §200.113, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the GOMESA Funds shall be reported in writing to the U.S. Department of Interior and U.S. Department of Interior Office of Inspector General.

Online: Hotline Complaint Form (https://forms.doioig.gov/hotlinecomplaint_form.aspx)

Toll-Free Phone: 1-800-424-5081

Fax to: 703-487-5402 (ATTN: HOTLINE OPERATIONS)

Or report via U.S. Mail: Office of Inspector General, U.S. Department of the Interior, 381 Elden Street, Suite 3000, Herndon, VA 20170, ATTN: Intake Management Unit

In accordance with La. R.S. 24:523, any actual or suspected misappropriation, fraud, waste or abuse of public funds shall be reported to the Louisiana Legislative Auditor Hotline via one of the following:

Toll-Free Phone: 1-844-50-FRAUD (1-844-503-7283); or

Fax to: 1-844-40-FRAUD (1-844-403-7283)

Or report via U.S. Mail: LLA Hotline P. O. Box 94397 Baton Rouge, LA 70804

ARTICLE XXIV SEVERABILITY

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

ARTICLE XXV ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

ARTICLE XXVI PROVISION REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party the Agreement shall forthwith be amended to make such insertion or correction.

ARTICLE XXVII ANTI-LOBBYING

SCPG and its consultant(s), contractor(s), or subcontractor(s) agree not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

SCPG and all of its consultant(s), contractor(s) and subcontractor(s) shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. SCPG and each of its and all of its consultant(s), contractor(s) and subcontractor(s) shall also disclose any

lobbying with non-federal funds that takes place in connection with obtaining any federal award. SCPG shall also complete a Certification Regarding Lobbying as provided in **Attachment D**.

ARTICLE XXVIII

PROHIBITED ACTIVITY, CONFLICTS OF INTEREST AND CODE OF ETHICS

SCPG and its consultant(s), contractor(s), and subcontractor(s) are prohibited from using, and shall be responsible for its consultant(s), contractor(s), and subcontractor(s) being prohibited from using the GOMESA Funds provided herein for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. SCPG and its consultant(s), contractor(s), and subcontractor(s) will comply with the provision of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

SCPG and any entity or individual performing work under this Agreement subject to any form of legal agreement with SCPG, including without limitation, consultants, contractors and subcontractors, must comply with the conflicts of interest provisions referenced in CPRA's Conflicts of Interest Policy as contained in CPRA's Policy No. 4, entitled "Governmental Ethics Compliance and Dual Employment", effective April 1, 2009, as well as any additional agency conflicts of interest policies or procedures that CPRA may implement in the future.

SCPG and any entity or individual performing work under this Agreement subject to any form of legal agreement with SCPG, including without limitation, consultants, contractors and subcontractors, must also comply with Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 *et seq.*, Code of Governmental Ethics) in the performance of services called for in this Agreement. SCPG agrees to immediately notify the CPRA if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

ARTICLE XXIX

COVENANT AGAINST CONTINGENT FEES

SCPG shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the STATE shall have the right to annul this Agreement without liability in accordance with Article VIII ("Termination for Cause") of this Agreement or, in its discretion, to deduct from this Agreement or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

ARTICLE XXX

CONSULTANTS, CONTRACTORS AND SUBCONTRACTORS

SCPG may, with prior written permission from the STATE, enter into subcontracts with third parties for the performance of any part of SCPG's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of SCPG to the STATE for any breach in the performance of SCPG's or any subcontractor's duties.

ARTICLE XXXI

COPYRIGHT

The STATE reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, and to authorize others to do so. The SCPG also reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, and to authorize others to do so. The Parties also understand and agree that they will not interfere with any rights the Federal Government may have

with respect to the right to reproduce, publish, distribute, exhibit and/or otherwise use the work described herein for Federal purposes.

ARTICLE XXXII
DRUG FREE WORKPLACE COMPLIANCE

SCPG hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended and with 24 C.F.R. Part 21. Further, in any contracts executed by and between SCPG and any third parties funded using the GOMESA Funds under this Agreement, there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended, in accordance with 48 FAR 23.500, *et seq.*, and 48 C.F.R. 52.223-6.

ARTICLE XXXIII
NO AUTHORSHIP PRESUMPTIONS

Each of the Parties has had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. Each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a Party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.

ARTICLE XXXIV
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 SCPG:

Matthew Jewell
Parish President, St. Charles Parish Government
P.O. Box 302
Hahnville, LA 70057
985-783-5000
mlj@stcharlesgov.net

If to the CPRA BOARD:

Kyle R. "Chip" Kline, Jr.
Chairman
Capitol Annex - State of Louisiana
P.O. Box 44027
Baton Rouge, LA 70804-4027
225-342-4367

If to CPRA:

Lawrence B. Haase
Executive Director
Coastal Protection and Restoration Authority
Post Office Box 44027

ARTICLE XXXV
GENERAL ADMINISTRATIVE AND FINANCIAL REQUIREMENTS

SCPG shall comply with, and require any consultants, contractors and subcontractors employed in the completion of any activity, project or program conducted with the GOMESA Funds to comply with, all conditions of the GOMESA Funds as applicable, including but not limited to: (i) GOMESA, (ii) all applicable provisions of 2 C.F.R. 200, (iii) 30 C.F.R. Parts 219 and 1219, (iv) La. R.S. 49:214.5.4(E), and (v) any CPRA Internal Agency Policies applicable to SCPG and/or to consultants, contractors and subcontractors, and the provisions provided therein. All provisions contained in any of the above-cited laws, rules, regulations, guidelines, policies, or other documents, will be deemed incorporated by reference to this Agreement.

SCPG shall also be responsible for payment of all applicable taxes related to the GOMESA Funds.

ARTICLE XXXVI
EFFECTIVE DATE / DURATION / MODIFICATION / TERMINATION

This Agreement shall be effective for a period of five (5) years, commencing on February 1, 2021, and terminating on January 31, 2026, unless otherwise terminated or amended by written mutual agreement of all parties or in accordance with the terms herein.

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.

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK

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

SAINT CHARLES PARISH GOVERNMENT

COASTAL PROTECTION AND RESTORATION AUTHORITY BOARD

BY: Matthew Jewell

Matthew Jewell, Parish President

BY: [Signature]

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

DATE: 2/1/21

DATE: 1/27/21

72-6001208

(SCPG's Federal Identification Number)

WITNESSES:

Billy Raymond
Signature

Billy Raymond
Print Name

Rechell C. Champagne
Signature

Rechell C. champagne
Print Name

WITNESSES:

[Signature]
Signature

Joann D. Hicks

Print Name

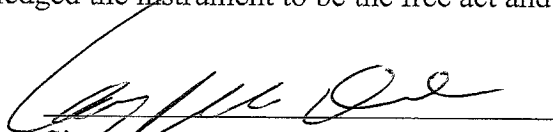
[Signature]
Signature

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 ~~25th~~ day of February 2021 personally came and appeared Matthew Jewell to me known, who declared that he is the Parish President of the St. Charles Parish Government 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

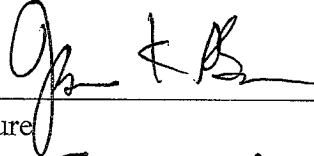
#77473
Louisiana Notary Public / Bar Number
St. Charles Parish, LA

My commission expires: for Life

(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 21st day of January, 2021 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 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.



Signature

JASON K. PLACKE

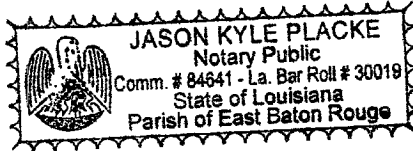
Print Name

30019

Louisiana Notary Public / Bar Number

My commission expires: AT DEATH

(SEAL)



CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DATE: 1/27/2021



Kyle R. "Chip" Kline, Jr., Chairman
Coastal Protection and Restoration Authority Board

ATTACHMENT A

BA-0001 SCOPE OF WORK

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 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 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.

Additional work may include but is not 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.

ATTACHMENT B

PROJECT BUDGET ESTIMATE

Davis Pond Freshwater Diversion OMRR&R Budget Estimate

Feb. 1, 2021 - Jan. 31, 2026

BUDGET CATEGORY	YEAR				
	2022	2023	2024	2025	2026
ADMINISTRATIVE	\$ 6,566	\$ 6,566	\$ 6,566	\$ 6,566	\$ 6,566
CONTINGENCY	\$ 17,855	\$ 17,855	\$ 17,855	\$ 17,855	\$ 17,855
EQUIPMENT	\$ 164,237	\$ 173,337	\$ 213,237	\$ 185,195	\$ 119,237
OPERATIONS & MAINTENANCE PERSONNEL	\$ 330,892	\$ 342,473	\$ 354,460	\$ 366,866	\$ 379,706
SUPPLIES & MATERIALS	\$ 120,400	\$ 120,400	\$ 120,400	\$ 120,400	\$ 120,400
Annual Total	\$ 639,950	\$ 660,631	\$ 712,518	\$ 696,882	\$ 643,764
AGREEMENT TOTAL	\$3,353,745				

Estimated Personnel Cost Rate Schedule

for the Operations and Maintenance Personnel Budget Category

EMPLOYEE TITLE	Estimated Hours Per Year	Hourly Rate				
		2022	2023	2024	2025	2026
ACCOUNT CLERK II	126	\$37.44	\$38.75	\$40.11	\$41.51	\$42.96
PUBLIC WORKS FINANCIAL OFFICER	15	\$65.02	\$67.29	\$69.65	\$72.09	\$74.61
DRAINAGE AREA FOREMAN	50	\$60.56	\$62.68	\$64.88	\$67.15	\$69.50
ASSISTANT DIRECTOR	22	\$93.46	\$96.73	\$100.12	\$103.62	\$107.25
ASSISTANT SUPERINTENDENT	45	\$77.95	\$80.68	\$83.50	\$86.42	\$89.45
AUTOMATION CONTROL ELECTRICIAN	10	\$37.02	\$38.32	\$39.66	\$41.05	\$42.48
DP DIVERSION FACILITY OPERATOR	1,730	\$61.79	\$63.95	\$66.19	\$68.50	\$70.90
DP DIVERSION FACILITY OPERATOR (OT)	50	\$65.45	\$67.74	\$70.11	\$72.57	\$75.11
DIRECTOR	15	\$110.40	\$114.26	\$118.26	\$122.40	\$126.68
ELECTRICIAN	70	\$79.56	\$82.35	\$85.23	\$88.21	\$91.30
ELECTRICIAN HELPER	50	\$26.51	\$27.44	\$28.40	\$29.39	\$30.42
ENVIRONMENTAL COMPLIANCE OFFICER	12	\$59.80	\$61.89	\$64.06	\$66.30	\$68.62
EQUIPMENT OPERATOR I	1,770	\$26.95	\$27.90	\$28.87	\$29.88	\$30.93
EQUIPMENT OPERATOR I (OT)	50	\$28.55	\$29.55	\$30.59	\$31.66	\$32.77
EQUIPMENT OPERATOR II	20	\$33.43	\$34.60	\$35.82	\$37.07	\$38.37
EQUIPMENT OPERATOR III	20	\$31.62	\$32.72	\$33.87	\$35.05	\$36.28
EQUIPMENT OPERATOR IV	170	\$45.06	\$46.64	\$48.27	\$49.96	\$51.71
GIS SPECIALIST	20	\$113.36	\$117.33	\$121.44	\$125.69	\$130.09
GRANTS OFFICER	20	\$72.19	\$74.72	\$77.33	\$80.04	\$82.84
LABORER	200	\$19.98	\$20.68	\$21.41	\$22.16	\$22.93
MECHANIC	25	\$42.82	\$44.31	\$45.87	\$47.47	\$49.13
PUMP MECHANIC	1,810	\$39.09	\$40.46	\$41.87	\$43.34	\$44.86
PUMP MECHANIC HELPER	1,810	\$24.18	\$25.03	\$25.90	\$26.81	\$27.75
PUMP MECHANIC HELPER (OT)	60	\$25.62	\$26.51	\$27.44	\$28.40	\$29.39
PUMP MECHANIC OT	60	\$41.41	\$42.86	\$44.36	\$45.91	\$47.52
RISK MANAGER	10	\$84.93	\$87.90	\$90.97	\$94.16	\$97.45
SENIOR AUTOMATION TECHNICIAN	40	\$80.10	\$82.91	\$85.81	\$88.81	\$91.92
SHOP FOREMAN	12	\$65.44	\$67.73	\$70.10	\$72.56	\$75.10
SHOP MECHANIC'S HELPER	12	\$19.38	\$20.06	\$20.76	\$21.48	\$22.24

SUPERINTENDENT	50	\$78.60	\$81.35	\$84.20	\$87.14	\$90.19
TRAFFIC SIGN TECHNICIAN	0	\$37.08	\$38.38	\$39.73	\$41.12	\$42.56
WELDER	50	\$47.73	\$49.40	\$51.13	\$52.92	\$54.77

PERSONNEL COST BY YEAR	
2022	\$330,892
2023	\$342,473
2024	\$354,460
2025	\$366,866
2026	\$379,706
BUDGET TOTAL	\$1,774,397

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

	2022	2023	2024	2025	2026	TOTAL
ADMINISTRATIVE	\$6,566	\$6,566	\$6,566	\$6,566	\$6,566	\$32,830
Telephones, copies, mail, fax, office supplies, & communication, mileage						
CONTINGENCY	\$17,855	\$17,855	\$17,855	\$17,855	\$17,855	\$89,275
Contingency is calculated to be 10% of the Equipment Category. Contingency can be used in any budget year.						
EQUIPMENT	\$164,237	\$173,337	\$213,237	\$185,195	\$119,237	\$ 855,243
CONTRACTUAL SERVICES	\$44,237	\$40,837	\$194,237	\$185,195	\$119,237	
ANNUAL TRACTOR & BUSH HOG TUNEUP	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	
BAR SCREEN REPAIR ,				\$10,000		
GEAR BOX REPAIR (LEVEL ONE)				\$35,000		
GEAR BOX REPAIR (MINOR)				\$3,300		
GENERATOR TUNE UP	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	
HYDRAULIC CYLINDER REPLACEMENT			\$155,000			
HYDRAULIC HOSE REPLACEMENT				\$3,000		
OVERHEAD CRANE INSPECTIONS/REPAIR	\$400	\$400	\$400	\$400	\$400	
POWER UNIT TUNEUP	\$10,437	\$10,437	\$10,437	\$10,437	\$10,437	
PUMP REBUILD				\$56,778		
PUMP STATION BUILDING REPAIR				\$25,000		
ANNUAL PUMP INSPECTION	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	
HWY 90 FENCE REPLACEMENT	\$25,000					
RENTALS (Scaffolding for cylinder replacement)			\$20,000			
SAND BLASTING BULKHEADS & IRON BEAMS		\$11,600				
PUMP STATION JOINT CLEANING AND RESEALING		\$10,000				
POWER UNIT HEAD REBUILD (WAUKESHA) MODEL H-24GL				\$30,000		
POWER UNIT REBUILD (WAUKESHA) MODEL H-24GL					\$100,000	
STAFF GAUGE REPAIRS				\$2,880		
EQUIPMENT ACQUISITION	\$125,000	\$142,000	\$19,000	\$ -	\$ -	
15FT CUTTER		\$16,250				
LAWN MOWER REPLACEMENT		\$20,000				
20FT CUTTER		\$17,750				
TRACTOR REPLACEMENT	\$85,000					
OFFICE COMPUTER REPLACEMENT		\$5,000				
4X4 F-150 REPLACEMENT		\$35,000				
GENERATOR FOR RIVER STRUCTURE		\$30,000				
GAS MONITOR SYSTEM REPLACEMENT			\$19,000			
WEST GUIDE LEVEE BROKEN VINYL SHEET PILE REPLACEMENT	\$40,000					
PUMP STATION EXHAUST MUFFLER REPLACEMENT		\$18,000				
SALVAGE VALUE CREDIT						
FOR EQUIPMENT BEING REPLACED	(\$5,000)	(\$9,500)				
OPERATIONS & MAINTENANCE PERSONNEL	\$330,892	\$342,473	\$354,460	\$366,866	\$379,706	\$1,774,397
PERSONNEL COSTS						
SUPPLIES & MATERIALS	\$120,400	\$120,400	\$120,400	\$120,400	\$120,400	\$602,000
Grass, weed, & litter control, fuel, materials for minor repairs & maintenance						
Grand Total	\$ 639,950	\$660,631	\$712,518	\$696,882	\$643,764	\$3,353,745

Detailed Breakdown of Supplies & Materials Budget Category Estimate

DESCRIPTION	SUPPLIES & MATERIALS			Total
	GENERAL PROJECT	PUMP STATION	STRUCTURE	
EQUIPMENT HOURS	\$65,000.00			
MILEAGE	\$45,000.00			
FUEL (Diesel & Off-road diesel)	\$54,000.00			
EQUIPMENT PARTS FOR MINOR REPAIRS	\$30,000.00			
HAND TOOLS	\$15,000.00			
SHOP SUPPLIES	\$25,000.00			
PROFESSIONAL SERVICES	\$25,000.00			<i>Budget for this category is allocated evenly across all 5 years.</i>
SMALL OUTDOOR EQUIPMENT REPLACEMENT	\$25,000.00			
MISC TRUCK PARTS/REPAIRS	\$10,000.00			
CHEMICALS	\$20,000.00			
ENVIRONMENTALLY FRIENDLY DISPOSAL OF HAZARDOUS MATERIALS	\$10,000.00			
OIL DISPOSAL	\$5,000.00			
PEST CONTROL		\$18,000.00		
COMMUNICATION/TELEMETRY REPAIRS		\$10,000.00		
LIMESTONE for Roadway Repair		\$9,000.00		
FILL MATERIALS FOR HOLES/RILLS/LOW SPOTS FOR GUIDE LEVEES	\$75,000.00			
SPRAY THE BORROW CANAL, OUTFALL CANAL, AND GARLAND CANAL	\$139,000.00			
HYDRAULIC OIL			\$22,000.00	
Totals	\$543,000.00	\$37,000.00	\$22,000.00	\$602,000

ATTACHMENT C

MONTHLY MONITORING REPORT

CONTRACT NO. _____

Date: _____

Contracting Party: _____ CPRA Contract No. _____

Project Title: “ _____ ”

Invoice No. _____ Invoice Amount: _____

Total Contract Amount: \$ _____ Contract Balance: \$ _____

Total Task Amount: \$ _____ Task 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:

(Form DNR-PR)

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 _____

(Printed Name)

Approval _____ Date _____

CPRA Project Manager

(Printed Name)

Approval _____ Date _____

CPRA Contract Monitor or Designee

(Printed Name)

ATTACHMENT D

CERTIFICATION REGARDING LOBBYING


CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DATE: 2/1/21



Matthew Jewell, Parish President
Saint Charles Parish Government

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