

2019-0083

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

RESOLUTION NO. 6395

A resolution to approve and authorize the execution of an Intergovernmental Agreement between the State of Louisiana through the Coastal Protection and Restoration Authority Board and St. Charles Parish Government regarding the construction of the Magnolia Ridge Levee and Roadway Improvement (BA-0216) project in Boutte.

WHEREAS, the Magnolia Ridge Levee and Roadway Improvement project (herein after referred to as project), a phase of the West Bank Hurricane Protection Levee, is being constructed for the purpose of reducing the threat of harm to citizens and damage to property in St. Charles Parish through the prevention of storm surge and flooding; and,

WHEREAS, the project has been included in the Coastal Protection and Restoration Authority (CPRA) 2017 Coastal Master Plan as a key component of the Upper Barataria Risk Reduction System Program; and,

WHEREAS, the CPRA Fiscal Year 2019 Annual Plan budget allocated \$3,500,000 in Gulf of Mexico Energy Security Act funding to be applied to the project; and,

WHEREAS, the project has been identified as an integrated coastal protection project eligible for funding under Section 105 of the Gulf of Mexico Energy Security Act of 2016; and,

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

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

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and authorize the execution of an Intergovernmental Agreement between the State of Louisiana through the Coastal Protection and Restoration Authority Board and St. Charles Parish for funding to complete Magnolia Ridge Levee and Roadway Improvement project.

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

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

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

NAYS: NONE

ABSENT: NONE

And the resolution was declared adopted this 11th day of March, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: Michelle Dupont

DLVD/PARISH PRESIDENT: March 12, 2019

APPROVED: DISAPPROVED:

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: March 13, 2019

AT: 3:25pm RECD BY: [Signature]

INTERGOVERNMENTAL AGREEMENT
BETWEEN
STATE OF LOUISIANA,
THROUGH THE COASTAL PROTECTION AND RESTORATION AUTHORITY
BOARD
AND
ST. CHARLES PARISH GOVERNMENT
REGARDING
CONSTRUCTION OF MAGNOLIA RIDGE LEVEE AND ROADWAY
IMPROVEMENT (BA-0216)

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”), is entered into and effective on March 13, 2019 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 St. Charles Parish Government (hereinafter referred to as the “PARISH”) represented by its duly authorized President, Larry Cochran (the STATE and PARISH 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 (“CPRA”) is the implementation and enforcement arm of the BOARD and is directed by the policy set by the BOARD, and pursuant to La. R.S. 49:214.6.2 and La. R.S. 49:214.6.3, CPRA shall administer the programs of the BOARD and shall implement projects relative to the protection, conservation, enhancement, and restoration of the coastal area of the State of Louisiana through oversight of integrated coastal projects and programs consistent with the legislative intent as expressed in La. R.S. 49:214.1, and, where appropriate, CPRA shall administer and implement the obligations undertaken by the BOARD pursuant to this Agreement; and

WHEREAS, the PARISH is the governing authority of St. Charles Parish, with the authority of a local political subdivision to enter into agreements with governmental bodies, such as the STATE, for the public welfare, health, safety and good order of its jurisdiction by virtue of the specific authority granted in its Home Rule Charter; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of reducing the threat of harm to citizens and damage to property in St. Charles Parish through the prevention of storm surge and flooding by performing the construction of the Magnolia Ridge Levee and Roadway Improvements Project consisting of a levee, roadway, and canal improvements in the vicinity of Paradis, Louisiana (“Project” or “Magnolia Ridge Levee and Roadway Improvements”); 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 included in the STATE’S 2017 Coastal Master Plan and Fiscal Year 2019 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, the STATE and PARISH will mutually develop a specific operation, maintenance, repair, rehabilitation and replacement (OMRR&R) plan for the Magnolia Ridge Levee and Roadway Improvements; and

WHEREAS, PARISH will be responsible for 100% of the OMRR&R of the Magnolia Ridge Levee and Roadway Improvements, including but not limited to the levee, roadway, canal and all associated features and

WHEREAS, this Agreement will be mutually beneficial to the Parties in the furtherance of their respective statutory purposes, duties, and authorities, and each Party expects to receive a public benefit at least equal to the costs of the responsibilities undertaken pursuant hereto; and

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

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

ARTICLE I

PURPOSE AND IDENTIFICATION

A. Purpose.

The Purpose of this Agreement is to set forth the terms, conditions, and responsibilities to be performed by the PARISH and the STATE for the construction of certain features associated with the Magnolia Ridge Levee and Roadway Improvements Project, which will benefit the Upper Barataria Risk Reduction System Program and the West Bank Hurricane Protection Levee.

B. Identification.

For the purpose of administration, identification and record keeping, State Project Number BA-0216 is assigned to this Project. This number will be used to identify all Project costs.

ARTICLE II

PROJECT DESCRIPTION

The objective of the Magnolia Ridge Levee and Roadway Improvement (BA-0216) Project is to construct a project that will provide crucial flood protection by blocking storm surge as a key component of the Upper Barataria Risk Reduction System Program and the West Bank Hurricane Protection Levee.

The PARISH will perform the following scope of work for the Magnolia Ridge Levee and Roadway Improvement:

- (i) Lifting the Magnolia Ridge Levee from elevation 5-feet to elevation 7.5-feet (except at the existing pipeline crossing gaps). This reach is approximately 11,800 linear feet,
- (ii) Degrading approximately 1,450 linear feet of existing levee to its natural grade and reconstructing it to elevation 7.5-feet,
- (iii) Installing a 12-foot wide parallel access road with 20-foot wide vehicle turnarounds at various intervals,
- (iv) Canal shaping as required, and
- (v) Seeding, fertilizing, and mulching.

The PARISH's construction of the Magnolia Ridge Levee and Roadway Improvements will consist of the following:

1. CPRA and the PARISH shall mutually agree upon the Special Provisions for Construction. A Construction Scope of Work, appended as **Attachment A**, further describes the work to be performed, including by reference the (i) Project Plans prepared for and recommended for approval by Mark K. Roberts, P.E., LA. License # 28568 with Burk-Kleinpeter, Inc. and dated January 2019, and (ii) Project Technical Specifications prepared by Henry M. Picard, III, P.E., PLS dated 2016 and revised 10/16/2017, for which cover pages are attached under the heading CONSTRUCTION DOCUMENTS, in addition to those provisions in Article IV.
2. Land rights:
 - a. The PARISH understands and agrees that the costs of determining the necessary land rights, easements, rights-of-way, relocations, disposal areas, and servitudes (LERRDS) needed for construction are not eligible for reimbursement under this Agreement and that the PARISH will be responsible for determining the manner and method by which they are acquired and will be 100% responsible for any Project cost associated with these efforts.
 - b. The PARISH also understands and agrees that the PARISH is responsible for 100% of any Project cost associated with acquisition of LERRDS, whether permanent or temporary in nature. The PARISH understands and agrees that these costs are not eligible for reimbursement under this Agreement.
3. Access Roadways - Planning and design of any necessary access roads.
4. Temporary Structures - Engineering and design of excavation and maintenance of temporary cofferdam and dewatering system, if necessary;
5. With regard to the scope of this Agreement, the PARISH will be responsible for investigation, study, cleanup, and response determined to be necessary relative to any hazardous, toxic or radioactive waste material, whether regulated by a local government, state government or the Federal Government and for 100% of any Project cost associated with such investigation, study, cleanup, or response. The

PARISH understands and agrees that these costs are not eligible for reimbursement under this Agreement.

6. Development of OMRR&R - The STATE and the PARISH shall mutually develop a specific operation and maintenance, repair, rehabilitation and replacement plan (OMRR&R Plan) for the Magnolia Ridge Levee and Roadway Improvements, under which plan the PARISH will be responsible for 100% of the OMRR&R for the Magnolia Ridge Levee and Roadway Improvements, upon completion of construction of the Project.
 - a. The OMRR&R Plan must be approved by CPRA at the completion of construction.
 - b. The OMRR&R Plan and the conditions set forth therein shall be incorporated into this Agreement as if written herein and the terms therein shall survive the termination or expiration of this Agreement for any reason. Failure to operate in accordance with the established OMRR&R Plan shall be considered a breach of contract for which CPRA may seek any remedy available under this Agreement or any other law, rule, or regulation.

ARTICLE III

PROJECT FUNDING

This Agreement shall be administered as follows:

- A. The STATE, through CPRA, shall provide to the PARISH, a maximum of **\$3,500,000.00** for the Project from qualified revenues generated from Outer Continental Shelf oil and gas activity provided to the STATE under GOMESA (the "GOMESA Funds"). The GOMESA Funds will be provided on a reimbursement basis to the PARISH 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 a reasonable cost estimate; actual quantities, hours, and hourly rates shall be billed as incurred not to exceed the maximum Project cost as specified herein.
- B. If at any time during the performance of work for a particular funding category, the actual or anticipated cost of that category exceeds 100% cost of that particular funding category as set forth in this Paragraph and in **Attachment B**, 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 the GOMESA Funds for public purposes and federal funds, and in accordance with all applicable state and federal statutes, laws, rules and regulations. The use of Project funding shall at all times be consistent with sound construction practices. All funding shall be subject to Article XIX entitled, "Fiscal Funding Clause".

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 for reimbursement to the PARISH of **\$3,500,000** total maximum Project cost.
 - b) Provide appropriate personnel for consultation as required.
 - c) Provide access to relevant materials required in the performance of the work.

2. The PARISH, or its agent, will perform the following:
 - a) Perform the Construction in accordance with **Attachment A** and the terms and conditions of this Agreement.
 - b) Oversight of contracted work to perform any tasks listed above and in accordance with the following:
 - (i) Scopes of Work issued by PARISH and associated costs incurred by PARISH to contractors/subcontractors/consultants or other third parties for work pertaining to the Project using the GOMESA Funds shall be reviewed and approved in writing by the CPRA Project Manager identified in Article VII prior to the issuance of a Notice to Proceed (NTP) for such work by PARISH. A minimum period of 2 weeks is required by CPRA for review.
 - (ii) Scope of Work changes shall be properly documented, organized, and shall be submitted to the CPRA Project Manager for review and written approval prior to the issuance of a NTP for such change in Scope of Work by PARISH. A minimum period of 2 weeks is required by CPRA for review.
 - (iii) Value Engineering Cost Savings to the Project shall be documented, detailed, and submitted to the CPRA for review and approval prior to the issuance of a NTP for a change in scope of work by PARISH pertaining to

the Value Engineering Cost Savings. A minimum period of 3 weeks is required by CPRA for review.

- (iv) Upon request of PARISH in writing, CPRA, in its sole discretion, may complete its review in less than 2 weeks.
 - (v) Provide any design documents at the request of CPRA to a third party review contractor selected by CPRA.
 - (vi) The PARISH will provide CPRA a monthly report that will include status of the work performed, funds expended by task, project schedule with percent completion, and tasks or milestones not completed with explanation and the proposed solution to get the project back on schedule.
- c) Receive, approve, and pay invoices from consultants/contractors/subcontractors/vendors on a timely basis and in accordance with this Article IV and Article VI and all applicable state, federal, and local laws.
- d) Submit invoices, certified, to CPRA for reimbursement.
- e) Provide any progress schedules/work directives as may be necessary to facilitate the Project.
- f) Deliverables - The PARISH shall provide to the STATE, in accordance with the process referenced in Article VI and through CPRA's Project Manager identified in Article VII, the following:
- (i) Prior to commencing work, the PARISH shall submit a cash flow estimate to CPRA;
 - (ii) Prior to reimbursement, the PARISH 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 Reports), along with the following:
 - i. Monthly contracted services summary;
 - (iii) Copies of all recorded time sheets/records for consultants/contractors/subcontractors/vendors shall be included in the detailed monthly invoices;
 - (iv) Invoices shall be certified by the PARISH's consultant/contractor/subcontractor/vendor and another properly designated official representing the PARISH as being correct and in compliance with the plans and specifications; and
 - (v) 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 PARISH.
 - (vi) A copy of the OMRR&R Plan.
- g) The PARISH shall adhere to all applicable state and federal funding requirements and guidelines, as well as to all terms and conditions of this Agreement. At CPRA's sole

discretion, PARISH's failure to adhere to these requirements may result in no payment to PARISH.

B. Public Bid

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

1. Written authorization must be obtained from the STATE, through CPRA, prior to advertising the Project or any phase thereof for bids. The PARISH shall submit a copy of the complete package of bid documents with its written request for authority to advertise.
2. The PARISH will solicit bids for the services, labor and materials needed to construct the Project in accordance with the Public Bid Laws of the State, including, but not limited to La. R.S.38:2211, et seq. and as applicable to political subdivisions of the State.
3. The PARISH shall solicit bids utilizing the Louisiana Uniform Public Work Bid Form applicable to most state agencies and all political subdivisions as mandated by La. R.S. 38:2211, et seq., and as promulgated by the Louisiana Division of Administration and located in Title 34 of the Louisiana Administrative Code.
4. After receipt of bids and before award of the contract, the PARISH shall submit to the STATE, through CPRA, copies of the three (3) lowest bidder's proposals and proof of advertising. The PARISH's submittal shall include: proof of publication of advertisement for bids; bid tabulation form certified by the engineer and the contracting agency; bid proposals and bid bonds of the three (3) lowest bidders and proposed notice of Award of Contract.
5. After receiving comments from the CPRA, the PARISH may then award and execute the construction contract and will submit to the CPRA copies of the notice of Award of Contract, executed Contract and Performance/Payment bond(s).
6. The Contract and bonds shall be recorded in Clerk of Court office(s) for the parish or parishes where the work is to be performed. Proof of recordation of the Contract and bonds shall be submitted to the STATE, through CPRA, along with a copy of the Notice to Proceed. Once those items have been submitted to the CPRA, the PARISH shall adopt a Resolution Certifying Compliance with the

Public Bid Law and the requirements of La. R.S. 38:2211, et seq. and send a certified copy of the resolution to the CPRA.

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

The PARISH or its agent will arrange for and conduct final inspection of the completed works or improvement. Such inspection shall be made in conjunction with CPRA, if requested to do so. The PARISH will provide CPRA with a certified engineer's approval of the final project inspection upon project completion, as well as a Construction Completion Report, including 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 prepared according to sound engineering principles and practices. These documents shall be prepared by or under the direct supervision of a professional engineer licensed in the discipline of civil engineering and registered in the State of Louisiana in accordance with Louisiana Revised Statutes Titles 37 and 46, regarding Professional and Occupational Standards, as governed by the Louisiana Professional Engineering and Land Surveying Board.

ARTICLE V **DELIVERABLES**

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

The PARISH 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, permits, surveys, test results, land rights documents, design documents, plans, and specifications generated for the Project in accordance with this Agreement. However, in the event that the PARISH needs to publicly bid any portion of the work for this Project, the PARISH shall keep confidential and shall not disclose, subject to the requirements of the Louisiana Public Record 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.

The PARISH shall also submit to the STATE all other deliverables as are specified in Article IV.A.2.(f).

ARTICLE VI **PAYMENT**

All costs incurred by the PARISH, which are directly related to the work described herein, will be eligible for reimbursement in accordance with established guidelines and in accordance with Articles II, III, IV and V herein.

The PARISH will be reimbursed 100% up to an amount not to exceed a maximum of **\$3,500,000**, subject to the terms and conditions set forth herein, for all personnel and material needed to construct the Project as described in Article IV.

The PARISH shall pay all consultant/contractor/subcontractor/vendor invoices and the STATE, through CPRA, shall reimburse the PARISH for its payments to the consultant/contractor/subcontractor/vendor, provided that PARISH shall provide the deliverables referenced in Article IV.A.2.(f) 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 PARISH exceed the total maximum Project cost of **\$3,500,000** as set forth in Article III.

This is a budget estimate; actual rates and quantities, including hours and hourly rates, shall be billed as incurred, not to exceed the total maximum Project cost of **\$3,500,000**, as set forth in Article III.

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

Reimbursement will be limited to verification in writing by CPRA that these construction costs are allowable, reasonable, and allocable. Verification of the construction will be determined if construction meets the requirements set forth in Article IV.A.2 of this Agreement. All payments shall be subject to verification, adjustment and/or settlement as a result of any audit referenced herein.

The participation by the STATE in the Project shall in no way be construed to make the STATE a party to any contract between the PARISH and its 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 Ignacio Harrouch, or his/her designee. The STATE shall provide the PARISH notice of any changes to the designated Project Manager within seven (7) days of any such change.

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

PARISH 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. PARISH 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 PARISH 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 Department of the Interior’s Office of Inspector General (DOI OIG), and the Government Accountability Office (GAO); however, prior to disposal of any Project data for the Project, the PARISH shall obtain prior written approval from the STATE, through CPRA.

Each Party acknowledges and agrees that the Legislative Auditor of the State of Louisiana, the auditors of the Office of the Governor, Division of Administration, DOI OIG, and the GAO shall have the authority to audit all records and accounts of the STATE and the PARISH which relate to this Agreement, and those of any subcontractors which relate to this Agreement. Any audit shall be performed in accordance with R.S. 24:513 *et seq.* and/or 2 C.F.R. part 200, Subpart F “Audit Requirements”, as applicable. PARISH further agrees to make

available to the Office of the Governor, Division of Administration, the Office of the Inspector General the DOI OIG, and the GAO any documents, papers or other records, including electronic records of PARISH 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 PARISH'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 PARISH, 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 PARISH, or by the PARISH to the STATE as required by this Agreement is to verify that such documentation is being produced, to provide evidence of the progress of the Project, and to verify that the expenditure of Project funds occurs in accordance with the terms of this Agreement. The STATE assumes no responsibility to provide extensive document review for any documents received by PARISH or its consultants/contractors/subcontractors or to determine the completeness or accuracy of any such documentation. The PARISH 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.

PARISH shall assist CPRA with any audit reporting required by 2 C.F.R. 200. The Parties further agree that they will comply with 2 C.F.R. part 200, Subpart F "Audit Requirements".

PARISH 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 PARISH to comply with the terms and/or conditions of the Agreement; provided that the STATE shall give the PARISH written notice specifying the PARISH'S failure. If within thirty (30) days after receipt of such notice, the PARISH shall not have either corrected such failure or, in the case

which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the STATE may, at its option, place the PARISH in default and the Agreement may terminate on the date specified in such notice.

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

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

ARTICLE IX **TERMINATION FOR CONVENIENCE**

The STATE may terminate this Agreement at any time by giving thirty (30) days written notice to the PARISH. The PARISH may likewise terminate this Agreement at any time by giving thirty (30) days written notice to the STATE. The PARISH shall be entitled to reimbursement for the costs of deliverables in progress, to the extent work has been performed satisfactorily as of the date of termination and any costs or expenses the PARISH incurs which are directly associated with the termination, modification, or change of any underlying engineering, design, construction 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 PARISH 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 PARISH 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 to 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.ftrs.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.*). PARISH must immediately notify CPRA in writing, pursuant to Article XXXVII, if PARISH becomes aware of any impact on the environment that may impact the use of GOMESA Funds for the Project.

ARTICLE XIII
GENERAL ADMINISTRATIVE AND FINANCIAL REQUIREMENTS

PARISH 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 PARISH 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, as applicable, to this Agreement.

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

ARTICLE XIV
HOLD HARMLESS AND INDEMNITY

The PARISH 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 PARISH, its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control, without limitation, except that the PARISH shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the negligent act or failure to act or legal fault of the STATE, and its successors, officers, directors, assigns, agents, representatives, employees, partners, 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 XV
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 and, if applicable, approved by the Division of Administration, Office of State Procurement.

ARTICLE XVI
OWNERSHIP

All records, reports, documents and other material delivered or transmitted to the PARISH by the STATE shall remain the property of the STATE and shall be returned by the PARISH to the STATE 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 PARISH in connection with performance of the services contracted for herein shall be the property of the PARISH, and shall be retained in accordance with the terms of this Agreement.

ARTICLE XVII
NO ASSIGNMENT

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

ARTICLE XVIII
FINANCIAL CAPABILITY

PARISH hereby acknowledges and certifies that it is aware of the financial obligations of the PARISH under this Agreement and that PARISH will have the financial capability to satisfy the obligations of the PARISH under this Agreement, including but not limited to all obligations for OMRR&R of the Project.

PARISH agrees to take any and all appropriate steps to obtain funding for the responsibilities undertaken by PARISH pursuant to this Agreement and/or any future agreements(s) and for which STATE has not agreed to provide funding therefore. Should current

or future revenues dedicated to the Project be insufficient to fulfill the obligations of the PARISH for the Project, PARISH is obligated to make reasonable good faith efforts to obtain or seek funding from other sources, including, but not limited to additional taxes, fees, tolls, grants, donations, legislative appropriations, reallocation of funds, or decreasing the cost or extent of other operations. Nothing herein shall prevent STATE from seeking additional funding to assist the BOARD, CPRA or PARISH with the responsibilities undertaken by any Party pursuant to this Agreement.

ARTICLE XIX
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 and the release of funds to the State from the Federal Government. 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 by the Federal Government, 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 XX
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 PARISH further certifies with its execution of this Agreement that it is not suspended, debarred or ineligible from entering into contracts or agreements with any department or agency of the State of Louisiana, or in receipt of notice of proposed debarment or suspension.

All Parties agree to secure from any consultant(s), contractor(s) and/or subcontractor(s) for the Project certification that such consultant(s), contractor(s) and/or subcontractor(s) are not suspended, debarred or declared ineligible from entering into contracts with any department or agency of the Federal Government, or in receipt of a notice of proposed debarment or suspension. The Parties further agree to secure from any consultant(s), contractor(s) and/or subcontractor(s) for the Project certification that such consultant(s), contractor(s) and/or subcontractor(s) are not suspended, debarred or declared ineligible from entering into contracts

with any department or agency of the State of Louisiana, or in receipt of a notice of proposed debarment or suspension.

All Parties agree to provide immediate notice to the other Party in the event of it or its consultant(s), contractor(s) and/or any subcontractor(s) associated with the Project being suspended, debarred or declared ineligible by any department or agency of the Federal Government, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this Agreement. The PARISH further agrees to provide immediate notice to the STATE in the event of it or its consultant(s), contractor(s) and/or any subcontractor(s) being suspended, debarred or declared ineligible by any department or agency of the State of Louisiana, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this Agreement.

Upon notice of suspension, debarment, or declaration that either Party and/or its consultant(s), contractor(s) and/or any subcontractor(s) is/are ineligible to enter into contracts with any department or agency of the Federal Government, either prior to or after execution of this Agreement, each Party reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Agreement pursuant to the terms of Article VIII in this Agreement, or take such other action it deems appropriate under this Agreement. Upon notice of suspension, debarment, or declaration that the PARISH and/or its consultant(s), contractor(s), and/or any subcontractor(s) is/are ineligible to enter into contracts with any department or agency of the State of Louisiana, either prior to or after execution of this Agreement, the STATE further reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Agreement pursuant to the terms of Article VIII in this Agreement, or to take such other action it deems appropriate under this Agreement.

ARTICLE XXI
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 XXII
RELATIONSHIP OF PARTIES

- A. In the exercise of their respective rights and obligations under this Agreement, the PARISH and the STATE each act in an independent capacity and no Party is to be considered the officer, agent, or employee of the other, unless otherwise provided by law.

- B. In the exercise of its rights and obligations under this Agreement, no Party shall provide, without the consent of the other Party, any 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 PARISH and its consultant(s), contractor(s) and/or subcontractor(s) or between the STATE and any third party. The participation by the PARISH in the Project shall in no way be construed to make PARISH a party to any contract between the STATE and/or either's consultant(s), contractor(s) and/or subcontractor(s), or any third party.

ARTICLE XXIII
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 XXIV
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 XXV
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

Additionally, in accordance with La. R.S. 24:523.1, 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 XXVI
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 XXVII
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 XXVIII
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 XXIX
ANTI-LOBBYING

PARISH 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.

PARISH 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. PARISH 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. PARISH shall also complete a Certification Regarding Lobbying as provided in **Attachment D**.

ARTICLE XXX

PROHIBITED ACTIVITY, CONFLICTS OF INTEREST AND CODE OF ETHICS

PARISH 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. PARISH 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.

PARISH and any entity or individual performing work under this Agreement subject to any form of legal agreement with PARISH, 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.

PARISH and any entity or individual performing work under this Agreement subject to any form of legal agreement with PARISH, 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. PARISH 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 XXXI

COVENANT AGAINST CONTINGENT FEES

PARISH 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 XXXII
CONSULTANTS, CONTRACTORS AND SUBCONTRACTORS

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

ARTICLE XXXIII
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 PARISH 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 XXXIV
DRUG FREE WORKPLACE COMPLIANCE

PARISH 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 PARISH 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 XXXV
REMEDIES FOR NONCOMPLIANCE

The PARISH acknowledges that any of the GOMESA Funds not used in accordance with the terms and conditions of this Agreement, state and federal law or conditions of the GOMESA Funds, shall be reimbursed to the STATE, and that any cost and expense in excess of the total maximum Project cost, as agreed to by the STATE and set forth herein, shall be the sole responsibility of the PARISH. STATE shall also be entitled to any other remedies for noncompliance as provided herein.

If PARISH or its consultant(s), contractor(s), and/or subcontractor(s) fail to comply with Federal statutes, regulations or the terms and conditions of a Federal award for the GOMESA Funds, in addition to Termination for Cause or Termination for Convenience, the STATE may take one or more of the following actions, as appropriate in the circumstances: (a) temporarily withhold cash payments pending correction of the deficiency by PARISH or its consultant(s), contractor(s), and/or subcontractor(s) or more severe enforcement action as necessary; (b) disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; (c) wholly or partly suspend or terminate payment of the GOMESA Funds; (d) recommend that suspension or debarment proceedings be initiated under 2 C.F.R. part 180 and Federal awarding agency regulations; (e) withhold further Federal awards for the project or program; or (f) Take other remedies that may be legally available. The PARISH shall be given a reasonable time in which to cure noncompliance. Any dispute may be resolved in accordance with the procedure set forth in Article XXIII (“Applicable Law, Venue and Disputes”) of this Agreement.

ARTICLE XXXVI
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 XXXVII
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 PARISH:

Mr. Larry Cochran
President, St. Charles Parish Government
15045 River Road P.O. Box 302
Hahnville, LA 70057
985-783-5000

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
225-342-7669

If to CPRA:

Lawrence B. Haase
Executive Director
Coastal Protection and Restoration Authority
Post Office Box 44027
Baton Rouge, LA 70804-4027
225-342-4683

ARTICLE XXXVIII

EFFECTIVE DATE / DURATION / MODIFICATION / TERMINATION

This Agreement shall be effective for a period of five (5) years, commencing on March 13, 2019 and terminating on March 12, 2024, 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.

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

ST. CHARLES PARISH GOVERNMENT

COASTAL PROTECTION AND RESTORATION AUTHORITY BOARD

BY: [Signature]
Larry Cochran President

BY: [Signature]
Kyle R. "Chip" Kline, Jr., Chairman

DATE: March 13, 2019.

DATE: 3/7/19

72-6001208

(PARISH's Federal Identification Number: 72-6001208)

WITNESSES:

WITNESSES:

[Signature]
Signature
ROBIN DELAHOUSSE

[Signature]
Signature
Joann D. Hicks

Print Name
[Signature]
Signature
BILLY RAYMOND

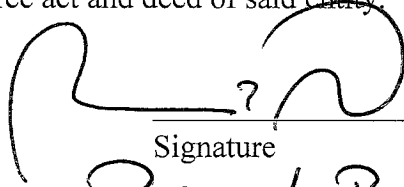
Print Name
[Signature]
Signature
Shirley T. Long

Print Name

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 13th day of March 2019, personally came and appeared Larry Cochran to me known, who declared that he is the 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

ROBERT L. RAYMOND

Print Name

11408

Louisiana Notary Public / Bar Number

My commission expires: at my death.

(SEAL)

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 8th day of March, 2019, 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.

Richelle N. Moore

Signature

Richelle N. Moore

Print Name

LSBA 30641

Louisiana Notary Public / Bar Number

My commission expires: at death.

(SEAL)



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

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: 3/7/2019



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

ATTACHMENT A

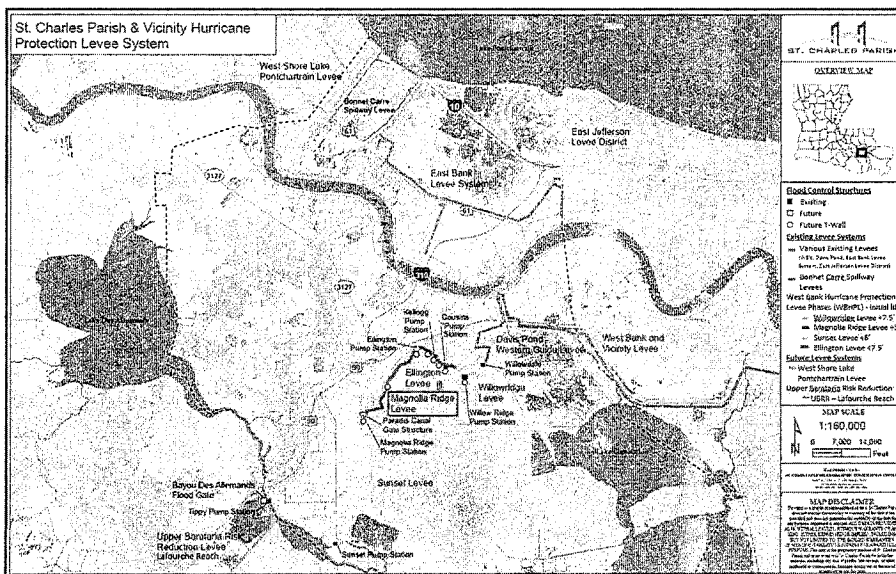
MAGNOLIA RIDGE LEVEE AND ROADWAY IMPROVEMENTS - CONSTRUCTION SCOPE OF WORK

The scope of work for the Magnolia Ridge Levee Lift and Road Project includes the following:

- (i) Lifting the Magnolia Ridge Levee from elevation 5-feet to elevation 7.5-feet (except at the existing pipeline crossing gaps). This reach is approximately 11,800 linear feet,
- (ii) Degrading approximately 1,450 linear feet of existing levee to its natural grade and reconstructing it to elevation 7.5-feet,
- (iii) Installing a 12-foot wide parallel access road with 20-foot wide vehicle turnarounds at various intervals,
- (iv) Canal shaping as required, and
- (v) Seeding, fertilizing, and mulching.

The preliminary construction cost estimate is \$3,615,550, of which the STATE will contribute a maximum of \$3,500,000.00. It is anticipated that the Project will be ready to be advertised for bid in March 2019.

The Magnolia Ridge Levee Lift and Road Project is part of the larger flood protection project, the West Bank Hurricane Protection Levee (WBHPL; CPRA Project No. BA-0216), and the even larger, regional project, the Upper Barataria Risk Reduction System. The Parish is available to host a tour of the WBHPL or the Project site should one be requested.



CONSTRUCTION DOCUMENTS

PLANS

ST. CHARLES PARISH, LOUISIANA

MAGNOLIA RIDGE LEVEE

ST. CHARLES PARISH PROJECT NO. P080905-6B

LOCATION MAP

DRAWING INDEX:

SHEET 1 - COVER SHEET
 SHEET 2 - GENERAL NOTES
 SHEET 3 - GENERAL NOTES
 SHEET 4 - TYPICAL SECTION
 SHEET 5 - PLAN - PROPOSED
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 SHEET 8 - PLAN - PROPOSED
 SHEET 9 - PLAN - PROPOSED
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PARISH PRESIDENT
LAWRENCE "LARRY" COCHRAN

COUNCIL MEMBERS
 WENDY BENEDETTO
 AT-LARGE DIVISION A
 PAUL J. HOGAN
 AT-LARGE DIVISION B
 TERRELL D. WILSON
 DISTRICT 1
 MARY K. CUIJERE
 DISTRICT 2
 DICK GIBBS
 DISTRICT 3
 WILLIAM "BILLY" WOODRUFF
 DISTRICT 4
 MARLYN B. BELLOCK
 DISTRICT 5
 TRACI FLETCHER
 DISTRICT 6
 JULIA FISHER-PERRIER
 DISTRICT 7

VICINITY MAP

DATE: 10/19/19

PROJECT NO. P080905-6B

SCALE: 1" = 100'

DESIGNED BY: [Name]

PARISH OF ST. CHARLES
 ST. CHARLES WARDEN LEVEE
 ST. CHARLES PARISH PROJECT NO. P080905-6B

CHECKED BY: [Name]

DATE: 10/19/19

PROJECT NO. P080905-6B

SCALE: 1" = 100'

TECHNICAL SPECIFICATIONS

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR:

MAGNOLIA RIDGE LEVEE
SCP PROJECT NO. P080905-6B

OWNER:



CONTRACT DOCUMENTS HAVE BEEN REVIEWED FOR USE BY:
ST. CHARLES PARISH LEGAL DEPARTMENT

TECHNICAL SPECIFICATIONS PREPARED BY:
BURK-KLEINPETER, INC.
JANUARY 2019

Henry M. Picard, III, P.E., PLS

DATE

DISCLAIMER:

It is the sole responsibility of the Contractor to read and understand all terms and provisions contained in this document, as it is a legally binding contract. Contractors are encouraged to consult legal counsel prior to its execution.

SCP-E-00000

00000-1

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ATTACHMENT B
PROJECT BUDGET ESTIMATE

MAGNOLIA RIDGE LEVEE					
ST. CHARLES PARISH					
ESTIMATE OF PROBABLE CONSTRUCTION COSTS- JANUARY, 2019					
	Description	Unit Price	Unit	Quantity	Cost
1	Mobilization and Demobilization	\$190,000	LS	1	\$190,000
2	Traffic Control and Coordination	\$15,000	LS	1	\$15,000
3	Existing Truck Washdown Racks - Operation and Maintenance	\$12,000	LS	2	\$24,000
4	Embankment (Onsite Sourced)	\$12	CY	2,000	\$24,000
5	Embankment (Offsite Sourced)	\$24	CY	50,000	\$1,200,000
6	Surfacing	\$75	CY	4,400	\$330,000
7	Granular Material	\$21	CY	9,900	\$207,900
8	Geotextile (Separator)	\$5	SY	67,200	\$336,000
9	Ex. Pipeline Crossing (Timber Matting Location-1) Operation and Maintenance	\$30,000	LS	1	\$30,000
10	New Timber Matting at Magnolia Pipeline Crossing	\$70,000	LS	1	\$70,000
11	Seeding, Fertilizing and Mulching	\$4,500	ACRE	18	\$81,000
12	Canal Fill	\$10	CY	42,200	\$422,000
13	Excavation	\$8.50	CY	42,300	\$359,550
14	Silt Fence	\$5	LF	13,920	\$69,600
15	Unsuitable Material Hauled Offsite	\$13	CY	17,100	\$256,500
16	Inspection Trench	\$10	LF	1,450	\$14,500
17	Existing Access Road Grading	\$0.40	LF	250,000	\$100,000
18	Existing Access Road Grading Supplemental Surfacing	\$75	CY	400	\$30,000
	Subtotal				\$3,760,050
	TOTAL				\$3,760,050

Scope of Work:

1. Remove 6" of ex.top to place embankment
2. Cap the existing levee to elevation +7.5' except at existing pipeline crossings (Sta. 92+00 to 98+00)
3. Install 8" thick surfacing and 18" sand base with geotextile fabric for the proposed 12' wide access road with 20' wide section at 500' interval

Note:

1. No Measurement and Payment for hauling off the unsuitable excavated material from the Ex. Levee or the Access Road
2. Material for capping the levee will be obtained from Magnolia Pump Station (separate contract) Sump area excavated material stockpile
3. Seeding, Fertilizing and Mulching from elevation 3 to the levee top
4. Unsuitable Material Haul of includes approx. 13,800 CY from ex. levee top 6" removal and 3,300 CY from levee degrade
5. Excavation includes 11,000 CY of degrading the ex. Levee (Sta. 90+00 to 92+00 and 120+00 to 132+50)
6. Embankment includes 13,000 CY of material for supplementing the degraded levee w/dewatering dike (Sta. 90+00 to 92+00 and 120+00 to 132+50)

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:

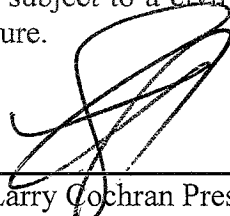
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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: 3/13/19



Larry Cochran President
St. Charles Parish Government