

INTERGOVERNMENTAL AGREEMENT
BETWEEN
STATE OF LOUISIANA
THROUGH THE
COASTAL PROTECTION AND RESTORATION AUTHORITY
AND
ST. CHARLES PARISH
REGARDING
CONSTRUCTION OF THE
DES ALLEMANDS BOAT LAUNCH
PROJECT NO. BA-0237

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the “**AGREEMENT**”), is entered into and effective by and between the State of Louisiana through the **COASTAL PROTECTION AND RESTORATION AUTHORITY** (hereinafter referred to as the “**CPRA**”) acting by and through its Executive Director **MICHAEL HARE**, and **ST. CHARLES PARISH** (hereinafter referred to as the “**LOCAL**”) represented by its duly authorized Parish President, **MATTHEW JEWELL** (**CPRA** and **LOCAL** are referred to herein collectively as the “**PARTIES**” or individually as “**PARTY**”).

WHEREAS, Article VII, Section 14 of the Louisiana Constitution provides, in part, that “(f)or a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual”; and

WHEREAS, pursuant to La. R.S. 49:214.5.2(A)(1), the **COASTAL PROTECTION AND RESTORATION AUTHORITY BOARD** (hereinafter referred to as the “**BOARD**”) represents the State of Louisiana’s position in policy 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

WHEREAS, pursuant to La. R.S. 49:214.6.1, **CPRA** is the implementation and enforcement arm of the **BOARD** and is directed by the policy set by the **BOARD**, and **CPRA** administers the programs, projects, and activities approved for funding by the **BOARD**, and, therefore, **CPRA** shall administer and implement the obligations undertaken pursuant to this **AGREEMENT**; and

WHEREAS, pursuant to La. R.S. 49:214.6.2, **CPRA** 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, and may enter into contracts with the federal government, local governing authorities, and political subdivisions for the implementation of coastal protection projects, programs, or activities; and

WHEREAS, the **ST. CHARLES PARISH GOVERNMENT** is the governing body of **ST. CHARLES PARISH**, with the authority of a local political subdivision to enter into agreements with governmental bodies, such as **CPRA**, for the public welfare, health, safety, and good order of **ST. CHARLES PARISH** by virtue of the specific authority granted in its Home Rule Charter, Article II, La. R.S. 33:1236, and Article VII, Section 14 of the Louisiana Constitution; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of providing and enhancing recreational opportunities impacted by the *Deepwater Horizon* oil spill ("**DWH OIL SPILL**") through the implementation and construction of the Des Allemands Boat Launch ("**PROJECT**" or "**DES ALLEMANDS BOAT LAUNCH**"); and

WHEREAS, this **PROJECT**, referred to as the **DES ALLEMANDS BOAT LAUNCH** in the *Louisiana Trustee Implementation Group Final Restoration Plan/ Environmental Assessment #4: Nutrient Reduction (nonpoint source) and Recreational Use (FINAL RP/EA #4)*, was evaluated pursuant to the Oil Pollution Act of 1990 ("**OPA**"), the National Environmental Policy Act ("**NEPA**"), the *Deepwater Horizon Oil Spill: Final Programmatic Damage Assessment and Restoration Plan and Final Programmatic Environmental Impact Statement ("PDARP/PEIS")*, and the *Trustee Council Standard Operating Procedures for Implementation of the Natural Resource Restoration for the Deepwater Horizon Oil Spill ("TC SOPs")*; and

WHEREAS, the Louisiana Trustee Implementation Group ("**LA TIG**") adopted and approved the release of the Final RP/EA #4 which found this **PROJECT** eligible for funding under the Natural Resource Damage Assessment ("**NRDA**") settlement funds from the **DWH OIL SPILL** and in which this **PROJECT** was selected for engineering, design, and construction; and

WHEREAS, the **FINAL RP/EA #4**, the LA TIG Funding Resolution #LA-2022-013, details the **PROJECT**, including the total estimated **PROJECT** costs; and

WHEREAS, as provided in the LA TIG Implementation Work Plan, **LOCAL** is responsible for the planning, engineering and design, permitting and consultation, and construction of the **PROJECT**, as outlined in the **FINAL RP/EA #4**, and will provide the funding for design services and any additional funding needed to complete construction in excess of the \$1,841,116.00 commitment under this Agreement; and

WHEREAS, pursuant to the **FINAL RP/EA #4**, the **LOCAL** will be responsible for the operations, maintenance, and monitoring of the **PROJECT**; and

WHEREAS, this **AGREEMENT** pertains to construction of the **PROJECT**; and

WHEREAS, the **PROJECT** is consistent with Louisiana’s Comprehensive Master Plan for a Sustainable Coast, is included in an Annual Plan approved by the Louisiana Legislature, and is identified as eligible for allocation of proposed funding, contingent upon funding being made available to **CPRA** 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, **CPRA** and **LOCAL**, 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 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 **LOCAL** and **CPRA** in the construction of the **DES ALLEMANDS BOAT LAUNCH** approved for funding by the LA TIG in the **FINAL RP/EA #4**, and the LA TIG Funding Resolution #LA-2022-013.

B. IDENTIFICATION

For the purpose of administration, identification, and record keeping, State Project Number **BA-0237** is assigned to this **PROJECT**. This number will be used to identify all **PROJECT** costs.

ARTICLE II

SCOPE AND PROJECT DESCRIPTION

The objective of the current phase for the **PROJECT** is to construct the **DES ALLEMANDS BOAT LAUNCH** to provide and enhance recreational opportunities impacted by the **DWH OIL SPILL**.

The scope of work for the **PROJECT** shall be consistent with **ARTICLE III** (“PROJECT RESPONSIBILITY”), as identified in the LA TIG Implementation Work Plan included as **ATTACHMENT A** (“SCOPE OF WORK”) to this **AGREEMENT**, and in accordance with **FINAL RP/EA #4** and the LA TIG Funding Resolution #LA-2022-013.

ARTICLE III
PROJECT RESPONSIBILITY

A. CPRA PROJECT RESPONSIBILITY

1. Provide funding to **LOCAL** in accordance with the terms and conditions of this **AGREEMENT** for the construction of the **PROJECT**.
2. Provide appropriate **CPRA** personnel for consultation, as necessary.
3. Provide access to relevant construction resources, as necessary.
4. Review and approve design criteria developed by **LOCAL**.
5. If requested by **CPRA**, perform secondary review of plans and specifications. **LOCAL** shall be responsible for primary review and shall provide comments on plans and specifications.
6. If requested by **CPRA**, review and approve any Notice to Proceed (“NTP”) for work pertaining to the **PROJECT**.
7. Review and approve any change order that increases the amount of the original construction contract, awarded through the public bid process (hereinafter referred to as the “**CONSTRUCTION CONTRACT AWARD**”), prior to execution of the change order.
8. If requested by **CPRA**, perform secondary review and approval of any change order that does not increase the **CONSTRUCTION CONTRACT AWARD**, prior to execution of the change order.
9. If Value Engineering is requested by either **PARTY**, review and approve all cost savings resulting from Value Engineering.
10. Issue written authorization prior to advertisement of the **PROJECT**, or any phase thereof, for public bid.
11. If requested by **CPRA**, perform secondary review of bids received prior to contract award. **LOCAL** shall be responsible for primary review of bids, and shall evaluate bids received and provide a recommendation either to reject all bids or to award the contract to the lowest responsive and responsible bidder.
12. Attend pre-bid conference, if requested by either **PARTY**.
13. Attend pre-construction meetings and bi-weekly construction progress meetings, if requested by either **PARTY**.
14. Attend the final inspection upon completion of the **PROJECT**.

B. LOCAL PROJECT RESPONSIBILITY

1. Perform and/or contract to perform the construction of the **PROJECT** in accordance with **ATTACHMENT A** (“**SCOPE OF WORK**”) and the terms and conditions of this **AGREEMENT**.

- a. Work under this **AGREEMENT** for the **PROJECT** shall be in accordance with all applicable laws, rules, and regulations, and **LOCAL** shall ensure that the work is the best obtainable within established trade practice. The submittal of documentation to **CPRA** as required by this **AGREEMENT** shall be for the purpose of verifying that the funds are spent in accordance with this **AGREEMENT** and the applicable legislation, providing evidence of the progress of the **PROJECT**, and verifying that such documentation is being produced. **LOCAL** shall be responsible for submitting complete and accurate documentation.
 - b. Construction of the **PROJECT** shall be in accordance with **CPRA** minimum design standards and accepted sound engineering principles, as delineated in the design criteria to be developed by **LOCAL**. **LOCAL** shall provide design criteria to **CPRA**'s Project Manager, identified in **ARTICLE VI** ("RECORD KEEPING, REPORTING, AUDITS, AND MONITORING") of this **AGREEMENT**, for review and written approval prior to initiation of any work for the **PROJECT** under this **AGREEMENT**. **LOCAL**'s failure to develop design criteria that are approvable by **CPRA** may result in termination of this **AGREEMENT**, at **CPRA**'s sole discretion.
 - c. All engineering design documents, plans, and specifications 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 La. R.S. Title 37 and 46, regarding Professional and Occupational Standards, as governed by the Louisiana Professional Engineering and Land Surveying Board.
 - d. During the construction period, **LOCAL**, or its agent, shall provide **PROJECT** construction updates through continuous electronic access to all construction progress documents and/or through a monthly status report that summarizes the progress of construction.
 - e. **CPRA** shall be invited to preconstruction conferences and all construction progress meetings. **LOCAL** will immediately notify **CPRA** of any construction delays or specific environmental concerns.
2. Perform and/or contract to perform the management and oversight of work for the **PROJECT**, in accordance with the following:
 - a. **LOCAL** shall review and provide comments on all plans and specifications. **LOCAL** shall provide all plans and specifications to **CPRA** prior to public bid of any work under this **AGREEMENT**. At **CPRA**'s request, **LOCAL** shall obtain written approval of plans and specifications from **CPRA**'s Project Manager prior to public bid of any work under this **AGREEMENT**.

- b. **LOCAL** shall obtain written approval from **CPRA**'s Project Manager prior to the issuance of a NTP by **LOCAL** and before any associated costs are incurred by **LOCAL** to any consultant(s), contractor(s), and/or subcontractor(s), or to any other third party(ies), for work pertaining to the **PROJECT** under this **AGREEMENT**. A minimum period of ten (10) business days is required by **CPRA** for review.
 - c. **LOCAL** shall submit any change order that increases the **CONSTRUCTION CONTRACT AWARD** to **CPRA** for review and approval, prior to execution of the change order. Approval of such change orders shall be at **CPRA**'s sole discretion.
 - d. **LOCAL** shall notify **CPRA** in writing of any change order that does not increase the **CONSTRUCTION CONTRACT AWARD**, and **LOCAL** shall submit such change orders to **CPRA** for review and approval upon **CPRA**'s request.
 - e. If Value Engineering is requested by either **PARTY**, **LOCAL** shall document, detail, and submit all cost savings resulting from Value Engineering for the **PROJECT** to **CPRA**'s Project Manager for review and written approval prior to the issuance of a NTP for a change in Scope of Work by **LOCAL** resulting from Value Engineering. A minimum period of fifteen (15) business days is required by **CPRA** for review.
 - f. Upon request of **LOCAL** in writing, **CPRA**, in its sole discretion, may complete its review in less than the required minimum period.
 - g. **LOCAL** shall submit Certified Monthly Monitoring Reports, as provided in **ATTACHMENT B** to this **AGREEMENT**, to **CPRA**'s Project Manager.
3. Perform and/or contract to perform the construction administration, supervision and inspection, project management support during construction, and design engineering services during construction for the **PROJECT**.
 4. Retain an engineer of record for the **PROJECT** for construction administration and design engineering services during construction for the duration of the **PROJECT**.
 5. Provide any **PROJECT**-related documents requested or required by **CPRA**, and as detailed in **ARTICLE IV** ("DELIVERABLES") of this **AGREEMENT**.
 6. Procure work necessary for construction in accordance with state law when a public works work item and/or task for the **PROJECT** is of a scope and magnitude that is beyond the construction capabilities of **LOCAL**, or exceeds the contract limit allowed by state law. **LOCAL** shall advertise and receive bids for such work, in accordance with all applicable law, and generally as follows:

- a. **LOCAL** shall be responsible for compliance with all applicable provisions of La. R.S. Title 38, Chapter 10 (“Public Bid Law”) and all applicable provisions of La. R.S. Title 39.
- b. **LOCAL** shall solicit bids for the materials, labor, and equipment needed to construct the **PROJECT** in accordance with Public Bid Law, and all applicable 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.
- c. **LOCAL** shall provide to **CPRA**, through **CPRA**’s Project Manager, the entire construction contract package (hereinafter referred to as the “**CONSTRUCTION CONTRACT DOCUMENTS**”) for any work under this **AGREEMENT**, as set forth more fully in **ARTICLE IV** (“**DELIVERABLES**”).
- d. **LOCAL** shall obtain written authorization from **CPRA** prior to advertising the **PROJECT** or any phase thereof for bids. **LOCAL** shall submit a copy of the complete bid advertisement package to **CPRA**, which shall include, but is not limited to, the advertisement for bids and all addenda, with its written request for authority to advertise.
- e. **LOCAL** 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 the Louisiana Administrative Code, Title 34.
- f. **LOCAL** shall be responsible for primary review of all bids received, including evaluation of bids and recommendation of award. After receipt of bids, and before award of the contract, **LOCAL** shall submit to **CPRA** copies of the three (3) lowest bidder’s proposals and proof of advertising. **LOCAL**’s submittal shall include, but is not limited to: proof of publication of advertisement for bids; the bid proposals and bid bonds of the three (3) lowest bidders; the bid tabulation form, bid evaluation, and recommendation of award, certified by the engineer of record and **LOCAL**; and proposed notice of award of contract.
- g. At **CPRA**’s request, **LOCAL** shall obtain comments from **CPRA** on the three (3) lowest bidder’s proposals, and all related documents. After receiving comments from **CPRA**, **LOCAL** may then award and execute the construction contract. The amount of this contract is the **CONSTRUCTION CONTRACT AWARD**. **LOCAL** shall submit to **CPRA** copies of the notice of award of contract, the executed contract and the performance bond(s) and/or payment bond(s), and all other documents required under statute.
- h. The contract and the performance bond(s) and/or payment bond(s) shall be recorded in Clerk of Court office(s) for **LOCAL** and all parishes where the work is to be performed. Proof of recordation of

the contract and bond(s) shall be submitted to **CPRA**, along with a copy of the NTP. Once those items have been submitted to **CPRA**, **LOCAL** shall adopt a Resolution Certifying Compliance with the Public Bid Law and the requirements of La. R.S. 38:2211, *et seq.* and shall send a certified copy of the resolution to **CPRA**.

7. Receive, review, approve, and pay invoices from any consultant(s), contractor(s), subcontractor(s), and/or vendor(s) on a timely basis and in accordance with this **ARTICLE**, **ARTICLE V** ("PROJECT FUNDING AND PAYMENT") of this **AGREEMENT**, and all applicable federal, state, and local laws, rules, and regulations.
8. Submit certified invoices to **CPRA** for payment. **LOCAL** shall certify that the work performed by **LOCAL** and its consultant(s), contractor(s), subcontractor(s), and/or vendor(s) covered by the invoice has been performed or completed in accordance with **ATTACHMENT A** ("SCOPE OF WORK") to this **AGREEMENT**, and in accordance with the **CONSTRUCTION CONTRACT DOCUMENTS**.
9. Adhere to all applicable federal and state funding requirements and guidelines, as well as to all terms and conditions of this **AGREEMENT**. At **CPRA**'s sole discretion, **LOCAL**'s failure to adhere to these requirements may result in withholding payment to **LOCAL**.
10. Determine the land rights, easements, rights-of-way, relocations, disposal areas, and servitudes ("LERRDS") that may be necessary for construction of the **PROJECT**, and determine the manner and method by which LERRDS shall be acquired.
11. Acquire any LERRDS, whether permanent or temporary in nature, needed for construction of the **PROJECT**. **LOCAL** understands and agrees that **LOCAL** shall be solely responsible for any costs associated with the acquisition of LERRDS.
12. Plan, design, and construct any access roads that may be necessary for the construction of the **PROJECT**. **LOCAL** understands and agrees that **LOCAL** shall be solely responsible for any costs associated with acquisition of LERRDS needed for construction of any access roads.
13. Acquire any and all federal, state, and local permits and/or any other authorizations that are required for construction and O&M of the **PROJECT**, including, but not limited to, letters of no objection, Coastal Use Permits, and authorization under Section 408. **LOCAL** shall submit copies of applicable permits and/or other authorizations to **CPRA** prior to initiating any regulated and/or permitted construction activity.
14. Perform and/or contract to perform any 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. **LOCAL** understands and agrees that **LOCAL** shall be solely responsible for any costs associated with such investigation, study, cleanup, and response.

15. Arrange for and conduct final inspection of the completed work for the **PROJECT**. Such inspection shall be made in conjunction with **CPRA**. **LOCAL** shall provide **CPRA** with a certified engineer's approval of the final **PROJECT** inspection upon **PROJECT** completion, as well as a construction completion report, as set forth in **ARTICLE IV** ("DELIVERABLES") of this **AGREEMENT**.

ARTICLE IV

DELIVERABLES

- A. **LOCAL** shall provide to **CPRA**, through **CPRA**'s Project Manager identified in **ARTICLE VI** ("RECORD KEEPING, REPORTING, AUDITS, AND MONITORING") of this **AGREEMENT**, any deliverables identified in and according to **ATTACHMENT A** ("SCOPE OF WORK") to this **AGREEMENT**.
- B. **LOCAL** shall provide to **CPRA**, through **CPRA**'s Project Manager, the **CONSTRUCTION CONTRACT DOCUMENTS** as identified in **ARTICLE III** ("PROJECT RESPONSIBILITY"), which shall include, but are not limited to, the following:
 1. Finalized bid documents;
 2. Advertisement for bids and all addenda;
 3. Proof of publication of advertisement for bids;
 4. Bid proposals and bid bonds of the three (3) lowest bidders;
 5. Bid tabulation form, bid evaluation and recommendation of award, certified by the engineer of record and the **LOCAL**;
 6. Notice of award of contract;
 7. Executed contract and performance bond(s) and/or payment bond(s);
 8. Proof of recordation of the contract and bond(s) in the Clerk of Court for the **LOCAL** and any parishes where work is to be performed; and
 9. Resolution Certifying Compliance with the Public Bid Law, adopted by **LOCAL**.
- C. **LOCAL** shall provide to **CPRA**, through **CPRA**'s Project Manager, monthly invoices detailing work performed, which shall include 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 B** ("CERTIFIED MONTHLY MONITORING REPORT") to this **AGREEMENT**. Supporting documentation shall include, but is not limited to, the following information:
 1. Written certification by a properly designated official representing **LOCAL** that the detailed monthly invoices are true and correct, completed in accordance with **ATTACHMENT A** ("SCOPE OF WORK") to this

AGREEMENT, and in accordance with the **CONSTRUCTION CONTRACT DOCUMENTS**; and

2. Written certification that the detailed monthly invoices meet all applicable federal, state, and local laws, rules, and regulations.
- D. **LOCAL** shall provide to **CPRA**, through **CPRA**'s Project Manager, a construction completion report as identified in **ARTICLE III** ("PROJECT RESPONSIBILITY"), which shall include, but is not limited to, the following:
1. As-built drawings, including computer-aided design ("CAD") drawings and input files;
 2. Verification of completed punch-list items;
 3. Photographic documentation of completed work; and
 4. Any other information requested by **CPRA**.
- E. **LOCAL** shall provide to **CPRA**, through **CPRA**'s Project Manager, all documents and records listed in **ARTICLE III** ("PROJECT RESPONSIBILITY") of this **AGREEMENT**, and any other **PROJECT**-related documents requested by **CPRA**, which may include, but are not limited to, any:
1. **SERVICES CONTRACT DOCUMENTS**, including related Scopes of Work and cost estimates;
 2. Survey reports;
 3. Geotechnical data collection and geotechnical engineering reports;
 4. Engineering design reports, including design criteria as applicable;
 5. Estimates of probable cost or construction cost estimates;
 6. Plans and specifications;
 7. Permitting and environmental compliance documents; and
 8. Initial and/or revised **PROJECT** schedules.
- F. **LOCAL** shall provide to **CPRA**, through **CPRA**'s Project Manager, a copy of a resolution authorizing its execution of this **AGREEMENT**, passed by the governing body authorized to approve execution of this **AGREEMENT**.
- G. **LOCAL** shall provide to **CPRA**, through **CPRA**'s Project Manager, 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 and specifications, as-built drawings, and the **O&M PLAN** generated for the **PROJECT** in accordance with this **AGREEMENT**. However, in the event that **LOCAL** needs to publicly bid any portion of the work for this **PROJECT**, **LOCAL** 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 V

PROJECT FUNDING AND PAYMENT

This **AGREEMENT** shall be administered as follows:

- A. **CPRA** shall provide to **LOCAL**, a maximum of **\$1,841,116.00** for the construction of the **PROJECT** from FY 2019 **DWH OIL SPILL NRDA** funds (hereinafter referred to as the “**PROJECT FUNDS**”).
- B. **CPRA**’s participation in this **PROJECT** is contingent upon receipt of the **PROJECT FUNDS** and allocation of those funds in an Annual Plan approved by the Louisiana Legislature. All funding shall be subject to **ARTICLE XIX** (“**FISCAL FUNDING CLAUSE**”) of this **AGREEMENT**.
- C. Any additional funds required for completion of the **PROJECT** in excess of the maximum **PROJECT** cost of **\$1,841,116.00** shall be the sole responsibility of **LOCAL**. **LOCAL** will be paid up to an amount not to exceed a maximum of **\$1,841,116.00**, subject to the terms and conditions set forth herein, for eligible work as identified in this **AGREEMENT**. In no case shall the sum total of payments made by **CPRA** to **LOCAL** exceed the maximum **PROJECT** cost for the term of this **AGREEMENT**.
- D. The funding will be provided to **LOCAL** based upon submittal and approval of monthly invoices, and all other deliverables as described and referenced in **ARTICLE IV** (“**DELIVERABLES**”) herein, to **CPRA**’s Project Manager, identified in **ARTICLE VI** (“**RECORD KEEPING, REPORTING, AUDITS AND MONITORING**”) of this **AGREEMENT**. If the monthly invoice is approved, **CPRA** will process payment to **LOCAL**.
- E. All invoices shall be subject to verification, adjustment, and/or settlement as a result of any audit referenced in **ARTICLE VI** (“**RECORD KEEPING, REPORTING, AUDITS, AND MONITORING**”) of this **AGREEMENT**. **PROJECT** costs exceeding the maximum **PROJECT** cost of **\$1,841,116.00** shall be the sole responsibility of **LOCAL**.
- F. All invoices submitted for payment by **LOCAL** shall be billed as actual costs incurred and shall not include any requests for payment of a negotiated contractual lump sum amount. With the exception of construction contracts awarded through the public bid process, payments for lump sum amounts, regardless of their source or purpose, shall not be allowed under this **AGREEMENT**.
- G. Costs incurred by **LOCAL**, which are directly related to the work described herein, are eligible for payment in accordance with established guidelines and in accordance with this **ARTICLE**, **ARTICLE III** (“**PROJECT RESPONSIBILITY**”), and **ARTICLE IV** (“**DELIVERABLES**”). However, any costs associated with **LOCAL** staff time for any work for the **PROJECT** are ineligible for payment by **CPRA** under this **AGREEMENT**. Costs for contracted work are identified as

eligible or ineligible for payment by **CPRA** under this **AGREEMENT** as follows:

1. Costs for the construction of the **PROJECT** in accordance with **ATTACHMENT A** (“SCOPE OF WORK”), and the terms and conditions of this **AGREEMENT**, are eligible for payment by **CPRA** under this **AGREEMENT**, unless they have been otherwise identified as ineligible for payment in this **ARTICLE**.
2. Any costs associated with the management and oversight of work for the **PROJECT** are ineligible for payment by **CPRA** under this **AGREEMENT**.
3. Any costs associated with the construction administration, supervision and inspection, project management support during construction, and design engineering services during construction are ineligible for payment by **CPRA** under this **AGREEMENT**.
4. Any costs associated with retaining an engineer of record for the **PROJECT** are ineligible for payment by **CPRA** under this **AGREEMENT**.
5. Any costs associated with advertisement for bids, solicitation of bids, bid evaluation and recommendation of award, notice of award of contract, or recordation of the contract and bond(s) with the Clerk of Court are ineligible for payment by **CPRA** under this **AGREEMENT**.
6. Any costs associated with determining the land rights, easements, rights-of-way, relocations, disposal areas, and servitudes (“LERRDS”) that may be necessary for construction are ineligible for payment by **CPRA** under this **AGREEMENT**.
7. Any costs associated with the acquisition of LERRDS, whether permanent or temporary in nature, are ineligible for payment by **CPRA** under this **AGREEMENT**. **LOCAL** understands and agrees that **LOCAL** shall be solely responsible for any costs associated with the acquisition of LERRDS.
8. Any costs associated with planning, design, and construction of any access roads that may be necessary for the **PROJECT** are eligible for payment by **CPRA** under this **AGREEMENT**. Any land rights costs associated with the construction of access roads are ineligible for payment by **CPRA** under this **AGREEMENT**.
9. Any costs associated with the acquisition of any and all federal, state, and local permits and/or any other authorizations that are required for construction and O&M of the **PROJECT** are ineligible for payment by **CPRA** under this **AGREEMENT**.
10. Any costs associated with investigation, study, cleanup, and/or response determined to be necessary relative to any hazardous, toxic, or radioactive waste material are ineligible for payment by **CPRA** under this **AGREEMENT**. **LOCAL** understands and agrees that **LOCAL** shall be

solely responsible for any costs associated with such investigation, study, cleanup, and response.

11. Any costs associated with O&M for the **PROJECT**, including any associated mitigation, are ineligible for payment by **CPRA** under this **AGREEMENT**. **LOCAL** understands and agrees that **LOCAL** shall be solely responsible for any costs associated with O&M for the **PROJECT**, including any associated mitigation.
 12. Any costs associated with travel and other allowable expenses are eligible for payment by **CPRA** under this **AGREEMENT** in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49. Travel and other allowable expenses shall constitute part of the maximum payable under the terms of this **AGREEMENT**. No payment for out of state travel will be permitted under this Agreement.
- H. The Project Budget Estimate is provided in **ATTACHMENT A** to this **AGREEMENT**, 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 and shall not exceed the maximum **PROJECT** cost.
- I. All funding for this **PROJECT** shall be used for the purposes stated herein, and in accordance with all applicable federal, state, and local laws, rules, and regulations. **LOCAL** shall construct the **PROJECT** consistent with sound engineering principles and practices as may be directed and defined by **CPRA**'s Engineering Division. **CPRA** will not make payment to **LOCAL** for costs of construction not completed in accordance with the engineering and design standards set forth in **ARTICLE III** ("PROJECT RESPONSIBILITY") of this **AGREEMENT**.

ARTICLE VI

RECORD KEEPING, REPORTING, AUDITS, AND MONITORING

The Contract Monitor and Project Manager for this **AGREEMENT** is **JOE WYBLE**, or his designee. **CPRA** shall provide **LOCAL** notice of any changes to the designated Project Manager.

The Project Manager shall maintain a file relative to the necessary acquisition of services, labor, and materials needed to complete the **PROJECT**. Likewise, **LOCAL** 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 **CPRA** at any time and upon request.

LOCAL agrees to abide by the requirements of all applicable federal, state, and local laws, rules, and regulations, including but not limited to any requirements of the subject NRDA restoration plan and **TC SOPs**.

LOCAL and its consultant(s), contractor(s), and/or subcontractor(s) shall register and maintain registration with the System for Award Management (also known as “SAM.gov”), and shall provide the Unique Entity Identification (“UEI”) number to **CPRA** for the purpose of determining whether or not **LOCAL** is suspended, debarred, or declared ineligible from entering into contracts with the federal government, as provided in **ARTICLE XX** (“CERTIFICATION OF DEBARMENT / SUSPENSION STATUS”).

In accordance with the **TC SOPs**, **LOCAL** and its consultant(s), contractor(s), and/or subcontractor(s) paid with **PROJECT FUNDS** provided under this **AGREEMENT** shall maintain all documents, including electronic records, related to the procurement and administration of contractual services, including, but not limited to, solicitations, responses to solicitations, contracts, addenda, invoices and supporting documentation, for no less than ten (10) years after the completion of the work performed under the contract for inspection by the State of Louisiana or the Federal Government.

Additionally, and in accordance with the **TC SOPs**, **LOCAL** and its consultant(s), contractor(s), and/or subcontractor(s) paid with **PROJECT FUNDS** provided under this **AGREEMENT**, agree to retain, all other substantive records, including electronic records that are pertinent to the **PROJECT FUNDS**, associated with the **PROJECT’S** selection or implementation for six (6) years after the **PROJECT’S** completion (excluding the time for any post-construction monitoring) and shall make such materials available for inspection at all reasonable times during the **AGREEMENT** period and for a six (6) year period from the final date of payment under this **AGREEMENT** and any contract/subcontract entered into using the **PROJECT FUNDS** provided under this Agreement for inspection by the Federal Government, **CPRA**, the Inspector General and/or the Legislative Auditor; however, prior to disposal of any **PROJECT** data, **LOCAL** shall obtain prior written approval from **CPRA**.

Each **PARTY** acknowledges and agrees that the Legislative Auditor of the State of Louisiana, the auditors of the Office of the Governor, and the Division of Administration shall have the authority to audit all records and accounts of **CPRA** and **LOCAL** which relate to this **AGREEMENT**, and those of any consultant(s), contractor(s), and/or subcontractor(s) which relate to this **AGREEMENT**. Any audit shall be performed in accordance with La. R.S. 24:513, *et seq.*, and/or the **TC SOPs** as applicable. **LOCAL** further agrees to make available to the Office of the Governor, the Division of Administration, and the Office of the Inspector General any documents, papers, or other records, including electronic records of **LOCAL** that are pertinent to the **PROJECT FUNDS**, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to **LOCAL’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 purpose of submission of documentation by **CPRA** to **LOCAL**, or by **LOCAL** to **CPRA** 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 **CPRA** and **LOCAL**, **CPRA** assumes no responsibility to provide extensive document review for any documents received from **LOCAL** or its consultant(s), contractor(s), and/or subcontractor(s) or to determine the completeness or accuracy of any such documentation. **LOCAL** and its consultant(s), contractor(s), and/or subcontractor(s) shall also be responsible for, and assure, compliance with all applicable federal, state, and local laws, rules, and regulations in carrying out any of its obligations under this **AGREEMENT**.

LOCAL shall assist **CPRA** with any required audit reporting, as applicable.

LOCAL shall be responsible for monitoring any consultant(s), contractor(s), and/or subcontractor(s) to ensure that work performed in connection with this **AGREEMENT** comports with the **AGREEMENT**'s terms and all applicable federal, state, and local laws, rules, regulations, and guidelines.

The **PARTIES** agree to abide by the relevant record keeping, reporting, auditing, and monitoring provisions set forth in the **TC SOPs**.

ARTICLE VII

TERMINATION FOR CAUSE

CPRA may terminate this **AGREEMENT** for cause based upon the failure of **LOCAL** to comply with the terms and/or conditions of the **AGREEMENT**, provided that **CPRA** shall give **LOCAL** written notice specifying **LOCAL**'s failure. If, within thirty (30) days after receipt of such notice, **LOCAL** has not corrected said failure, or, in the case where said failure cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeds to diligently complete such correction, then **CPRA** may, at its option, place **LOCAL** in default and the **AGREEMENT** may terminate on the date specified in such notice.

LOCAL may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of **CPRA** to comply with the terms and conditions of this **AGREEMENT**, provided that **LOCAL** shall give **CPRA** written notice specifying **CPRA**'s failure and providing a reasonable opportunity for **CPRA** 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 VIII

TERMINATION FOR CONVENIENCE

CPRA may terminate this **AGREEMENT** at any time by giving thirty (30) days written notice to **LOCAL**. **LOCAL** shall be entitled to payment 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 **LOCAL** 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 **CPRA** 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

ALLOWABLE COSTS

Costs that result from obligations incurred by **LOCAL** during a suspension or after termination are not allowable unless **CPRA** 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 **LOCAL** before the effective date of suspension or termination, and are not in anticipation of it; and (2) the costs would be allowable if the funding was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

ARTICLE X

NON-DISCRIMINATION CLAUSE

The **PARTIES** agree 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; and 41 C.F.R. Chapter 60, as applicable.

The **PARTIES** agree not discriminate in employment practices, and will render services under this **AGREEMENT** in accordance with 41 C.F.R. § 60-1.4, as applicable, and without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, age, 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 XI

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 **PROJECT 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 (40 U.S.C. § 3145), 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 (40 U.S.C. §§ 3141-3148), the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), and the Federal Funding Accountability and Transparency Act (“FFATA”) (Pub. L. 109-282). 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.

The **PARTIES** also agree to comply with any applicable federal environmental laws and executive orders, which may include but are not limited to, the National Environmental Policy Act (“NEPA”) (42 U.S.C. § 4321, *et seq.*), the Endangered Species Act (16 U.S.C. § 1531, *et seq.*), the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801, *et seq.*), the Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), the 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”), the National Historic Preservation Act (54 U.S.C. § 300101, *et seq.*), the Clean Air Act (42 U.S.C. § 7401, *et seq.*), the Federal Water Pollution Control Act (“Clean Water Act”) (33 U.S.C. § 1251, *et seq.*) and Clean Water Act Section 404 (33 U.S.C. § 1344, *et seq.*), 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 11990 (“Protection of Wetlands”), Executive Order 13112 (“Invasive Species”), Executive Order 14063 (“Use of Project Labor Agreements for Federal Construction Projects”), 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. § 300f, *et seq.*), the Resource Conservation and Recovery Act (“RCRA”) (42 U.S.C. § 6901, *et seq.*), the Comprehensive Environmental Response, Compensation, and Liability Act (“Superfund”) (42 U.S.C. § 9601, *et seq.*), the Rivers and Harbors Act (33 U.S.C. § 407), the Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), the National Marine Sanctuaries Act (16 U.S.C. § 1431, *et seq.*), Executive Order 13089 (“Coral Reef Protection”), the 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.*). **LOCAL** must immediately notify **CPRA** in writing, pursuant to **ARTICLE XXXV** (“DESIGNATIONS OF POINTS OF CONTACT”) herein, if **LOCAL** becomes aware of any impact on the environment that may impact the use of **PROJECT FUNDS** for the **PROJECT**.

ARTICLE XII

GENERAL ADMINISTRATIVE AND FINANCIAL REQUIREMENTS

LOCAL shall comply with, and shall require any consultant(s), contractor(s), and/or subcontractor(s) employed in the completion of any activity, project, or program conducted with the **PROJECT FUNDS** to comply with, all conditions of the **PROJECT FUNDS** as applicable, including, but not limited to any **CPRA** Internal Agency Policies applicable to **LOCAL** and/or to any consultant(s), contractor(s), and/or subcontractor(s), 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**.

LOCAL shall also be responsible for payment of all applicable taxes related to the **PROJECT FUNDS**.

ARTICLE XIII

LIABILITY, INDEMNIFICATION, HOLD HARMLESS, AND DUTY TO DEFEND

A. LIABILITY

LOCAL, its successors, and its assigns, shall be fully liable without limitation to the State of Louisiana and **CPRA** for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of the **LOCAL**, or for any act or omission of its owners, officers, directors, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control.

B. INDEMNIFICATION AND HOLD HARMLESS

LOCAL, its successors, and its assigns, shall fully defend, indemnify, save, protect and hold forever harmless, without limitation, the State of Louisiana and **CPRA**, their successors, assigns, officials, officers, directors, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under their control against any and all claims, demands, suits, actions (*ex contractu, et delictu*, quasi-contractual, statutory, or otherwise), judgments of sums of money, attorney's fees and court costs to any party or third person, including, but not limited to, amounts for loss of life or injury, or damage to persons or property, or damages to agents, representatives, employees, partners, consultants, contractors, subcontractors, suppliers, laborers, vendors, or other agents or contractors of **LOCAL**, or any of the above, arising from or by reason of violation of the requirements of this **AGREEMENT**, any laws, rules, or regulations, or any negligent act or omission, operation, or work performed under this **AGREEMENT** by **LOCAL**, its successors, assigns, officials, officers, directors, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control, including, but not limited to, any omissions, defects, or deficiencies in the plans, specifications, construction, construction engineering, or estimates, or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction, or construction engineering cost

incurred or any other claim, demand, suit, or action of whatever kind or nature arising from, out of, or in any way connected with the work under this **AGREEMENT**, to the extent permitted by law.

However, **LOCAL** 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 **CPRA** and its officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control.

C. DUTY TO DEFEND

Upon notice of any claim, demand, suit, or cause of action against **CPRA**, alleged to arise out of or be related to this **AGREEMENT**, **LOCAL** shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim demand, suit, or cause of action is groundless, false, or fraudulent. **CPRA** may, but is not required to, consult with or assist **LOCAL**, but this assistance shall not affect **LOCAL**'s obligations, duties, and responsibilities under this **ARTICLE**. **LOCAL** shall obtain **CPRA**'s written consent before entering into any settlement or dismissal if such settlement or dismissal involves **CPRA** or State of Louisiana contributed funds.

D. FORCE MAJEURE

It is understood and agreed that neither **PARTY** can foresee the exigencies beyond the control of each **PARTY** which arise by reason of an Act of God or force majeure; therefore, neither **PARTY** shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. **CPRA** shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The **PARTIES** shall use reasonable efforts, including, but not limited to, use of continuation of operations plans ("COOP"), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this **AGREEMENT**.

E. INTELLECTUAL PROPERTY INDEMNIFICATION

LOCAL shall fully indemnify and hold harmless the State of Louisiana and **CPRA**, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including, but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the **LOCAL**, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the **CPRA**.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the **LOCAL** believes that it may be enjoined, **LOCAL**, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the **CPRA** the right to continue using such product,

material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the **CPRA** monetary compensation for all payments made under the **AGREEMENT** related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the **LOCAL** remains in default.

LOCAL shall not be obligated to indemnify that portion of a claim or dispute based upon the **CPRA**'s unauthorized: (i) modification or alteration of the product, material or service; (ii) use of the product, material, or service in combination with other products not furnished by **LOCAL**; or, (iii) use of the product, material, or service in other than the specified operating conditions and environment.

F. SURVIVAL OBLIGATIONS

The obligations under this **ARTICLE** shall survive termination or expiration of this **AGREEMENT** for any reason.

ARTICLE XIV

CONSULTANTS, CONTRACTORS, AND SUBCONTRACTORS

LOCAL may enter into contracts with consultant(s), contractor(s), and/or subcontractor(s) for the performance of any part of **LOCAL**'s duties and obligations. In no event shall the existence of a contract operate to release or reduce the liability of **LOCAL** to **CPRA** for any breach in the performance of **LOCAL**'s duties or the duties of any consultant, contractor and/or subcontractor.

ARTICLE XV

AMENDMENTS

Notwithstanding any other provision herein, 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 XVI

OWNERSHIP

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

ARTICLE XVII

NO ASSIGNMENT

LOCAL 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 **CPRA**, provided however, that claims for money due or to become due to **LOCAL** from **CPRA** may be assigned to a bank, trust company, or other financial institution without such prior written consent. Written notice of any such assignment or transfer shall be furnished promptly to **CPRA**.

ARTICLE XVIII

FINANCIAL CAPABILITY

LOCAL hereby acknowledges and certifies that it is aware of the financial obligations of **LOCAL** under this **AGREEMENT** and that **LOCAL** will have the financial capability to satisfy the obligations of **LOCAL** under this **AGREEMENT**, including, but not limited to, all obligations for O&M of the **PROJECT**.

LOCAL agrees to take any and all appropriate steps to obtain funding for the responsibilities undertaken by **LOCAL** pursuant to this **AGREEMENT** and/or any future agreement(s) and for which **CPRA** has not agreed to provide funding therefore. Should current or future revenues dedicated to the **PROJECT** be insufficient to fulfill the obligations of **LOCAL** for the **PROJECT**, **LOCAL** 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 the State of Louisiana from seeking additional funding to assist **CPRA** or **LOCAL** 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. 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 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. **LOCAL** 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**. **LOCAL** further agrees to provide immediate notice to **CPRA** 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 VII** ("TERMINATION FOR CAUSE") of this **AGREEMENT**, or take such other action it deems appropriate under this **AGREEMENT**. Upon notice of suspension, debarment, or declaration that **LOCAL** 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**, **CPRA** 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 VII** ("TERMINATION FOR CAUSE") of 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 shall 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**, **LOCAL** and **CPRA** 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, and/or 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, and/or subcontractor either pursuant to any cause of action that the other **PARTY** may have or for violation of any law.
- C. The participation by **CPRA** in the **PROJECT** shall in no way be construed to make **CPRA** a party to any contract between **LOCAL** and its consultant(s), contractor(s), and/or subcontractor(s), or between **LOCAL** and any third party. The participation by **LOCAL** in the **PROJECT** shall in no way be construed to make **LOCAL** a party to any contract between **CPRA** and its consultant(s), contractor(s), and/or subcontractor(s), or any third party(ies).

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 without regard to application of choice of law principles. 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 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:

Online:	https://www.la.gov/report-fraud
Toll-Free Phone:	1-844-50-FRAUD (1-844-503-7283)
Fax:	1-844-40-FRAUD (1-844-403-7283)
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**.

This **AGREEMENT** may be executed in multiple counterpart copies. Each such counterpart copy shall be deemed an original for all purposes and all such counterpart copies together shall constitute one and the same **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

LOCAL and its consultant(s), contractor(s), and/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.

ARTICLE XXX

PROHIBITED ACTIVITY, CONFLICTS OF INTEREST, AND CODE OF ETHICS

LOCAL 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 **PROJECT 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. **LOCAL** 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.

LOCAL and any entity or individual performing work under this **AGREEMENT** subject to any form of legal agreement with **LOCAL**, 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.

LOCAL and any entity or individual performing work under this **AGREEMENT** subject to any form of legal agreement with **LOCAL**, including without limitation, consultants, contractors, and subcontractors, must also comply with La. R.S. 42:1101, *et seq.* (the Code of Governmental Ethics) in the performance of services called for in this **AGREEMENT**. **LOCAL** agrees to immediately notify **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

LOCAL 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, **CPRA** shall have the right to annul this **AGREEMENT** without liability in accordance with **ARTICLE VII** ("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

COPYRIGHT

CPRA 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. **LOCAL** 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 and exploit the work throughout the world in all media now known or hereafter devised, and to authorize others to do so for federal purposes.

ARTICLE XXXIII

REMEDIES FOR NONCOMPLIANCE

LOCAL acknowledges that any of the **PROJECT FUNDS** not used in accordance with the terms and conditions of this **AGREEMENT**, federal, state, and local laws, rules, and regulations, or conditions of the **PROJECT FUNDS**, shall be reimbursed to **CPRA**, and that any cost and expense in excess of the total maximum **PROJECT** commitment, as agreed to by **CPRA** and set forth herein, shall be the sole responsibility of **LOCAL**. **CPRA** shall also be entitled to any other remedies for noncompliance as provided herein.

If **LOCAL** or its agent(s), consultant(s), contractor(s), and/or subcontractor(s) fail to comply with any applicable federal, state, or local laws, rules, or regulations pertaining to the **PROJECT FUNDS**, in addition to Termination for Cause or Termination for Convenience, **CPRA** 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 **LOCAL** 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 **PROJECT FUNDS**; (d) recommend that suspension or debarment proceedings be initiated under 2 C.F.R. Part 180 and/or state law; (e) withhold further funding for the **PROJECT**; or (f) take other remedies that may be legally available under federal or state law, including under the provisions of La. R.S. 39:1672.2-1672.4, as applicable. **LOCAL** 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 XXXIV

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 XXXV

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 **LOCAL**:

MATTHEW JEWELL
PARISH PRESIDENT
ST. CHARLES PARISH GOVERNMENT
COURTHOUSE THIRD FLOOR
15045 RIVER ROAD
HAHNVILLE, LA 70075
POST OFFICE BOX 302
985-783-5050

If to **CPRA**:

MICHAEL HARE
EXECUTIVE DIRECTOR
COASTAL PROTECTION AND RESTORATION AUTHORITY
POST OFFICE BOX 44027
BATON ROUGE, LA 70804-4027
225-342-4683

ARTICLE XXXVI

EFFECTIVE DATE / DURATION / MODIFICATION / TERMINATION

This **AGREEMENT** shall be effective commencing on *August 1, 2025*, and terminating on *July 31, 2028*, 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.

Remainder of this page left intentionally blank

Signature page follows

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

COASTAL PROTECTION AND RESTORATION AUTHORITY

By: [Signature]
MICHAEL HARE, EXECUTIVE DIRECTOR

Date: 12/8/25

WITNESSES:

[Signature]
Signature
Joann D. Hicks
Print Name

[Signature]
Signature
JENNIFER DARK MOON
Print Name

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 8 day of DECEMBER, 2025 personally came and appeared MICHAEL HARE, to me known, who declared that he is the Executive Director of the COASTAL PROTECTION AND RESTORATION AUTHORITY, 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.

147015
La. Notary Public / Bar Number

My commission expires: LIFE

[Signature]
Signature
ASHLEY PLUNKETT
Print Name

(SEAL) 

ST. CHARLES PARISH GOVERNMENT

By:

MATTHEW JEWELL, PARISH PRESIDENT

Date: _____

Federal Identification Number

WITNESSES:

Signature

Signature

Print Name

Print Name

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this ____ day of _____2026 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.

La. Notary Public / Bar Number

Signature

My commission expires: _____

Print Name

(SEAL)

ATTACHMENT A
SCOPE OF WORK

Louisiana Trustee Implementation Group
Implementation Work Plan for
Des Allemands Boat Launch

This *Deepwater Horizon* (DWH) Implementation Work Plan outlines the tasks and activities to be undertaken to implement the Des Allemands Boat Launch project authorized by the Louisiana Trustee Implementation Group (LA TIG) in the Louisiana Trustee Implementation Group Final Restoration Plan/Environmental Assessment #4: Nutrient Reduction (Nonpoint Source) and Recreational Use (RP/EA #4) and Resolution #LA-2022-013. The Louisiana Coastal Protection and Restoration Authority (CPRA) is the Lead Trustee for this project and will oversee the work performed by St. Charles Parish as outlined herein.

ACTIVITIES

Project Implementation

1. Activities and responsibilities. St. Charles Parish is responsible for the planning, engineering and design, permitting and consultation, and construction of the project, as outlined in RP/EA #4.
2. Timeframe. Implementation will begin as soon as environmental compliance is completed.

Activity	Responsible Party	Funds	Expected Timeframe
Planning and E&D	St. Charles Parish	DWH NRDA	4-6 months
Permitting and Consultation	St. Charles Parish /LA TIG	DWH NRDA	6 months
Construction	St. Charles Parish	DWH NRDA	24 months

Operation and Maintenance

1. Activities and responsibilities. St. Charles Parish is responsible for all maintenance activities and costs related to the new and improved structures, which would include a 4,873-foot-long × 22-foot-wide limestone access road with adjacent drainage improvements for boat ramp traffic from Louisiana Highway 632 to the parking lot (480 feet paved with asphalt at turnoff); a paved (asphalt) parking lot with up to 60 spaces large enough to accommodate a vehicle with a trailer as well as 16 single car spaces, four of which would be ADA compliant; two paved access roads (dimensions TBD; est. 30 feet wide x 260 feet long per road) on either side of the parking lot providing access to the four launch ramps at Bayou Des Allemands; four concrete boat launch ramps (final dimensions TBD; est. 90-foot-long × 12-foot-wide) with an adjacent approximately 14,400-square-foot maneuvering area; three 50-foot-long × 8-foot-wide (400-square-foot each) wooden docks constructed of treated wood; two 100-foot-long × 7-foot-wide fishing piers constructed of treated wood; two 4-foot-wide ADA-compliant concrete walkway (length TBD; est. 270 feet per walkway) for foot traffic from the fishing pier to the parking area, as well as any repairs or maintenance needed over the life of these structures.
2. Funding. The funding for operation and maintenance activities are the responsibility of St. Charles Parish. After the project is constructed, St. Charles Parish may elect to charge a launch fee to partially fund operation and maintenance of the facility.
3. Timeframe. St. Charles Parish will conduct reasonable and appropriate maintenance with respect to this project, beginning at the completion of construction of the infrastructure and improvements as described in RP/EA #4.

Monitoring

1. Activities and responsibilities. Monitoring of the alternative will include ensuring that all elements are constructed as designed, and that the alternative enhances recreational use compared with pre-construction conditions. St. Charles Parish is responsible for performance and use monitoring and for obtaining as-built designs from the project engineer. Funding for post-construction monitoring will be provided by St. Charles Parish.

2. Funding. The funding source for monitoring activities is St. Charles Parish funds.
3. Timeframe. St. Charles Parish will conduct monitoring as outlined in the RP/EA #4 for 5 years.

BUDGET

1. The total DWH funding available for the project is \$1,841,116. The funding will be utilized for construction; St. Charles Parish will provide the funding for design services and any additional funding needed to complete construction. This cost estimate does not include funds for operation, maintenance, or monitoring, all of which are the responsibility of St. Charles Parish. Any costs incurred or obligated for any construction activity over and above the DWH funded portion of this project budget must be approved in advance in writing as per the Implementation Agreement and approved by the TIG.

REPORTING REQUIREMENTS/DELIVERABLES

1. Project Implementation. CPRA will provide financial and implementation project status to the LA TIG at regularly scheduled LA TIG meetings (monthly or as requested). Reporting requirements for project implementation will continue until construction of the infrastructure and improvements described in the RP/EA #4 is complete. At any time, the LA TIG may request CPRA to provide a status update on implementation and monitoring of the Project. Upon request and justification by CPRA, and as consistent with the Trustee Council Standard Operating Procedures (TC SOPs), the LA TIG may grant flexibility in meeting the reporting requirements of this Implementation Plan. CPRA will update project records in DIVER at least annually, and as needed following the TC SOPs, throughout the planning, execution, and post-execution stages. These updates will include, but may not be limited to, the following: contracting actions, financial expenditures, environmental compliance, planning and construction milestones and outcomes, and long-term activities, including monitoring and operations, management, and maintenance, as applicable.
2. Project Monitoring. St. Charles Parish will provide an annual report to CPRA by January 30th of each year describing the prior year's monitoring activity in accordance with the Monitoring Plan. Each monitoring report should describe 1) the monitoring activity; 2) date of each activity; 3) expenditures; and 4) information collected. CPRA, in conjunction with St. Charles Parish, will be responsible for reporting on general monitoring activities as part of the project reporting, following the TC SOPs, into DIVER. Reporting requirements for project monitoring will continue for the duration of the monitoring activities specified in the Monitoring Plan. Reporting requirements for project monitoring will continue for the duration of the monitoring activities specified in the Monitoring Plan.
3. Letter of Completion. Within 45 days of completion of all requirements specified in this Work Plan, St. Charles Parish will submit a letter of completion to CPRA. This letter will certify that all project components have been completed through a final monitoring report and provide a final accounting of expenditures, funds balance, including interest, and the total amount of funds that will be returned to CPRA, if required.
4. Form. All project reporting will be in the form specified by CPRA and consistent with the reporting requirements in the RP/EA #4 and the TC SOPs.

ADDITIONAL TERMS:

1. CPRA will notify the LA TIG of material project changes during design or construction before taking further action on the project. Notifications will include a brief discussion of the change, impact, and proposed path forward. Any material project changes must be approved by the LA TIG.
2. At the time this Work Plan is approved, environmental compliance with federal regulations is still pending for the project. The LA TIG Trustees agree that all applicable regulatory compliance activities must be completed prior to undertaking any construction related activities for the project and that the terms and conditions of all federal, state, and local permits must be complied with in the course of implementing the project. All compliance documents will be posted to the project file on the LA TIG SharePoint site.

Bald and Golden Eagle Protection Act (USFWS)	Complete
Coastal Barrier Resources Act (CRA) (USFWS)	Complete
Coastal Zone Management Act (CZMA)	Complete
Endangered Species Act (ESA) Section 7 (NMFS)	Complete
Endangered Species Act (ESA) Section 7 (USFWS)	Complete
Essential Fish Habitat (EFH) (NMFS)	Complete
Marine Mammal Protection Act (MMPA) (USFWS)	Complete
Migratory Bird Treaty Act (MBTA) (USFWS)	Complete
National Historic Preservation Act (NHPA)	In Progress
Rivers and Harbors Act/Clean Water Act (USACE permit)	Complete

REFERENCE DOCUMENTS:

1. CPRA will provide the following to St. Charles Parish upon execution of the Work Plan and Implementation Agreement.
- LA TIG RP/EA #4
- Project Monitoring Plan
- Trustee Council Standard Operating Procedures

ATTACHMENT B
CERTIFIED MONTHLY MONITORING REPORT

LAGOV CONTRACT NO. _____

Date: _____

Local: _____

CPRA Contract No. _____

Project Title: “_____”

Invoice No. _____

Invoice Amount: _____

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

- II. FOR EACH PROJECT A NARRATIVE OF IMPLEMENTATION PROGRESS INCLUDING:
- A. Tasks and/or milestones accomplished (give dates).
 - B. Tasks and/or milestones not accomplished with explanation or assessment of:
 - 1. Nature of problems encountered.
 - 2. Remedial action taken or planned.
 - 3. Whether minimum criteria for measure can still be met.
 - 4. Likely impact upon achievement.

III. RECORD OF INVOICES:

Invoice Number	Vendor Name	Cost Code*	Amount
Total:			

* Cost Code – Category

RE – Real Estate	PN – Planning	CN – Construction	MI – Miscellaneous	EQ – Equipment
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- III. DELIVERABLES
- IV. OTHER DISCUSSIONS OF SPECIAL NOTE
- VI. CERTIFICATION

I am a properly designated official representing the above identified Local, and I hereby certify that the work covered by the invoices and supporting documentation has been reviewed, performed, and completed in accordance with the contract(s) entered into between the Local and its consultant(s), contractor(s), subcontractor(s), and/or vendor(s). I hereby certify that all information contained in the invoices and supporting documentation, and in this Certified Monthly Monitoring Report is true and correct, and completed in accordance with the terms of the applicable contracts and agreements, and that the invoices meet all applicable federal, state, and local laws, rules, and regulations. I hereby certify compliance with the terms and conditions of the Intergovernmental Agreement by and between the State of Louisiana and the Local.

CERTIFIED BY:

Local Representative _____ Date _____
(Printed Name)

FOR CPRA USE:

Reviewed By: _____ Date _____
CPRA Project Manager (Optional) (Printed Name)

Approved By: _____ Date _____
CPRA Contract Monitor (Printed Name)