2026-0036

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (GRANTS OFFICE)

RESOLUTION NO. 6888

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 Upper Barataria Risk Reduction Sunset Pump Station Upgrade (BA-0285) project in Des Allemands.

WHEREAS, the Sunset Pump Station Upgrade Construction project (herein after referred to as project), a phase of the West Bank Hurricane Protection Levee and Upper Barataria Risk Reduction System, is being constructed for the purpose of reducing the threat of harm to citizens and damage to property in St. Charles Parish through the reduction of flooding; and,

WHEREAS, the project is consistent with the Coastal Protection and Restoration Authority (CPRA) 2023 Coastal Master Plan and Fiscal Year 2026 Annual Plan as a key component of the Upper Barataria Risk Reduction System Program; and,

WHEREAS, the CPRA Fiscal Year 2026 Annual Plan budget allocated $5,500,000 in Fiscal Year 2010 State Surplus funding to be applied to 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 THE ST. CHARLES PARISH COUNCIL do hereby 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 the Upper Barataria Risk Reduction Sunset Pump Station Upgrade 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: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE, O'DANIELS, FISHER, DEBRULER

NAYS: NONE

ABSENT: NONE

And the resolution was declared adopted this 26th day of January, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [signature]

SECRETARY: [signature]

DLVD/PARISH PRESIDENT: January 26, 2026

APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: [signature]

RETD/SECRETARY: January 26, 2026

AT: 7:15 pm RECD BY: [signature]

CPRA Agreement No. _____
Ordinance No. _____

INTERGOVERNMENTAL AGREEMENT

BETWEEN

STATE OF LOUISIANA

THROUGH THE

COASTAL PROTECTION AND RESTORATION AUTHORITY

AND THE

ST. CHARLES PARISH GOVERNMENT

REGARDING

CONSTRUCTION OF THE

UPPER BARATARIA RISK REDUCTION SUNSET PUMP STATION UPGRADE

PROJECT NO. BA-0285

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 the **ST. CHARLES PARISH GOVERNMENT** (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, LOCAL 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, LOCAL is authorized under Article VI, Part III, of the Louisiana Constitution to provide for the construction and maintenance of levees, levee drainage, flood protection, and hurricane flood protection within the territorial jurisdiction of **LOCAL**, and all purposes incidental thereto, including on its own behalf or for the areas or the levee districts under its authority; and

WHEREAS, the **PARTIES** desire to enter into this **AGREEMENT** for the purpose of lessening the threat of harm to citizens and damage to property in **ST. CHARLES PARISH** through the reduction of flooding, by constructing the **UPPER BARATARIA RISK REDUCTION SUNSET PUMP STATION UPGRADE PROJECT** (hereinafter referred to as 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, during the construction phase, **LOCAL** shall develop a specific plan for the operation, maintenance, repair, rehabilitation, and replacement ("O&M") (hereinafter referred to as the "**O&M PLAN**") for the **PROJECT** in coordination with **CPRA**; and

WHEREAS, LOCAL shall be solely responsible for the O&M of the **PROJECT**, including any required mitigation associated therewith, but may enter into cooperative agreements or other sub-agreements in accordance with the Constitution and laws of the State of Louisiana with other local sponsors for the performance of **LOCAL**'s O&M obligations under this **AGREEMENT**, if and as applicable; 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 **PROJECT**, which will upgrade the existing Sunset Drainage Pump Station.

B. IDENTIFICATION

For the purpose of administration, identification, and record keeping, State Project Number **BA-0285** 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 replace existing pumps, gears, engines, and other appurtenances at the Sunset Drainage Pump Station, to provide proper flood protection and drainage for residents within the Sunset Drainage Basin. These improvements will prepare the existing station for an anticipated future T-Wall frontal protection project to be constructed by the U.S. Army Corps of Engineers, to ensure that the station will continue to run at its full present capacity.

The scope of work for the **PROJECT** shall be consistent with **ARTICLE III** ("PROJECT RESPONSIBILITY"), and as identified in **ATTACHMENT A** ("SCOPE OF WORK") to this **AGREEMENT**, including the design, bidding, construction, and closeout for replacement of existing pumps, gears, engines and other appurtenances for the Sunset Drainage Pump Station.

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 Scope of Work changes for any contract(s) and any amendment(s) entered into between Local and its consultant(s), contractor(s), subcontractor(s), and/or vendor(s) for professional services (hereinafter referred to as the "**SERVICES CONTRACT DOCUMENTS**") for the **PROJECT**.

8. Review and approve any change order that <u>increases</u> 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.

9. If requested by **CPRA**, perform secondary review and approval of any change order that <u>does not increase</u> the **CONSTRUCTION CONTRACT AWARD**, prior to execution of the change order.

10. If Value Engineering is requested by either **PARTY**, review and approve all cost savings resulting from Value Engineering.

11. Issue written authorization prior to advertisement of the **PROJECT**, or any phase thereof, for public bid.

12. 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.

13. Provide appropriate **CPRA** personnel for consultation to **LOCAL** in the development of the **O&M PLAN**.

14. Review and approve the **O&M PLAN** for the **PROJECT**.

15. Attend pre-bid conference, if requested by either **PARTY**.

16. Attend the pre-construction meeting and bi-weekly construction progress meetings, if requested by either **PARTY**.

17. Attend the final inspection upon completion of the **PROJECT**.

B. <u>**LOCAL PROJECT RESPONSIBILITY**</u>

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 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 the preconstruction meeting, and all construction progress meetings. **LOCAL** will immediately notify **CPRA** of any construction delays or specific environmental concerns. Any preconstruction meeting shall comply with the requirements of La. R.S. 38:2225.6(B), as applicable.

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 properly document, organize, and submit all Scope of Work changes relating to any **SERVICES CONTRACT DOCUMENTS** to **CPRA**'s Project Manager for review and written approval prior to issuance of a NTP. A minimum period of ten (10) business days is required by **CPRA** for review.

d. **LOCAL** shall submit any change order that <u>increases</u> 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.

e. **LOCAL** shall notify **CPRA** in writing of any change order that <u>does not increase</u> the **CONSTRUCTION CONTRACT AWARD**, and **LOCAL** shall submit such change orders to **CPRA** for review and approval upon **CPRA**'s request.

f. 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.

g. Upon request of **LOCAL** in writing, **CPRA**, in its sole discretion, may complete its review in less than the required minimum period.

h. **LOCAL** shall submit Certified Monthly Monitoring Reports, as provided in **ATTACHMENT C** 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 the 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** and/or the **SERVICES 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 the 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. Develop a specific **O&M PLAN** for the **PROJECT** in coordination with **CPRA**, under which plan **LOCAL** shall be solely responsible for the O&M for the **PROJECT**, including any mitigation associated with O&M for the **PROJECT**, upon completion of construction.

    a. The **O&M PLAN** shall be approved by **CPRA** at the completion of construction.

    b. The **O&M 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 **O&M 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.

    c. **LOCAL** understands and agrees that **LOCAL** shall be solely responsible for any costs associated with O&M for the **PROJECT**, including any associated mitigation.

16. 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 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 **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 **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 C** ("CERTIFIED MONTHLY MONITORING REPORT") to this **AGREEMENT**. Supporting documentation shall include, but is not limited to, the following information:

1. Copies of all recorded time sheets and/or records for any consultant(s), contractor(s), subcontractor(s), and/or vendor(s);

2. 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/or the **SERVICES CONTRACT DOCUMENTS**; and

3. 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 or required 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 **$5,500,000.00** for the construction of the **PROJECT** from State Surplus funds (hereinafter referred to as the "**PROJECT FUNDS**"). The **PROJECT FUNDS** available to **LOCAL** for the construction of the **PROJECT** are as follows: **$5,500,000.00** in Fiscal Year 2010 State Surplus 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 XX** ("FISCAL FUNDING CLAUSE") of this **AGREEMENT**.

C. Any additional funds required for completion of the **PROJECT** in excess of the maximum **PROJECT** cost of **$5,500,000.00** shall be the sole responsibility of **LOCAL**. **LOCAL** will be paid up to an amount not to exceed a maximum of **$5,500,000.00**, 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 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 VII** ("RECORD RETENTION, REPORTING, AND AUDITS") of this **AGREEMENT**. **PROJECT** costs exceeding the maximum **PROJECT** cost of **$5,500,000.00** 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.

H. The Project Budget Estimate is provided in **ATTACHMENT B** 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 AND MONITORING

The Contract Monitor and Project Manager for this **AGREEMENT** is Chris Scalco, 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. **LOCAL** and its consultant(s), contractor(s), and/or subcontractor(s) shall act in good faith to supply **CPRA** with any supporting material or documentation needed for release of the **PROJECT FUNDS** or for legal compliance.

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.

LOCAL 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 XXI** ("CERTIFICATION OF DEBARMENT / SUSPENSION STATUS").

ARTICLE VII

RECORD RETENTION, REPORTING, AND AUDITS

LOCAL shall maintain, and shall require its consultant(s), contractor(s), and/or subcontractor(s) to maintain, all documents, papers, books, field books, accounting records, appropriate financial records and other evidence, including electronic records that are pertinent to the **PROJECT FUNDS**, pertaining to costs incurred for the **PROJECT**, and shall make such materials available for inspection at all reasonable times during the **AGREEMENT** period and for a five (5) year period from the final date of payment under this **AGREEMENT** for inspection by **CPRA**, the Louisiana St ate Inspector General and/or the Louisiana 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 Louisiana State Inspector General, the Louisiana Legislative Auditor, the auditors of the Office of the Governor, and the Louisiana 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.*, as applicable. **LOCAL** further agrees to make available to

the Louisiana State Inspector General, the Louisiana Legislative Auditor, the Office of the Governor, and the Louisiana Division of Administration 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.

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

ARTICLE VIII

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 IX

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 X

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 XI

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 and 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 to 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 XII

COMPLIANCE WITH FEDERAL LAW

The **PARTIES**, and their consultant(s), contractor(s), and/or subcontractor(s) employed in the completion of any construction-related activity, project or program conducted with the **PROJECT FUNDS**, shall 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 (40 U.S.C. §§ 3701-3708) as supplemented by U.S. Department of Labor regulations at 29 C.F.R. Part 5, the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) as supplemented by U.S. Department of Labor regulations at 29 C.F.R. Part 3, the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), the Federal Funding Accountability and Transparency Act (Pub. L. 109-282), and the Davis-Bacon Act (40 U.S.C. §§ 3141-3148 and 40 U.S.C. §§ 3701-3708), if and as applicable.

The **PARTIES** 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 contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201), if and as applicable.

The **PARTIES**, and their consultant(s), contractor(s), and/or subcontractor(s), shall 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 XXXVI** ("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 XIII

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 XIV

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 **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, **LOCAL**, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by **CPRA**.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if **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 **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 **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, **LOCAL** remains in default.

LOCAL shall not be obligated to indemnify that portion of a claim or dispute based upon **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 XV

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 XVI

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 XVII

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 XVIII

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 XIX

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 XX

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 XXI

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 VIII** ("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 VIII** ("TERMINATION FOR CAUSE") of this **AGREEMENT**, or to take such other action it deems appropriate under this **AGREEMENT**.

ARTICLE XXII

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 XXIII

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 XXIV

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 XXV

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 XXVI

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.lla.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 XXVII

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 XXVIII

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 XXIX

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 XXX

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 XXXI

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 XXXII

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 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 XXXIII

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 XXXIV

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 XXIV** ("APPLICABLE LAW, VENUE, AND DISPUTES") of this **AGREEMENT**.

ARTICLE XXXV

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 XXXVI

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 XXXVII

EFFECTIVE DATE / DURATION / MODIFICATION / TERMINATION

This **AGREEMENT** shall be effective commencing on ***October 1, 2025*** and terminating on ***September 30, 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: _____
MICHAEL HARE, EXECUTIVE DIRECTOR

Date: 12/18/25

WITNESSES:

Signature	Signature
Joann D. Hicks	JENNIFER DARK MOON
Print Name	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 18 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.

33424	
La. Notary Public / Bar Number	Signature
My commission expires: at death	J. Ryan Vivian
	Print Name

(SEAL)

ST. CHARLES PARISH GOVERNMENT

By: _____
MATTHEW JEWELL, PARISH PRESIDENT

Date: 1-26-26

72-6001208
Federal Identification Number (FIN)

CE2LL52WNTK6
Unique Entity Identification (UEI)

WITNESSES:

Signature

Signature

Michelle Impastato
Print Name

Melissa Bartholomew
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 26 day of January 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.

28709
La. Notary Public / Bar Number

Signature

My commission expires: for Life

Corey M Oubre
Print Name

(SEAL)

COREY M. OUBRE
NOTARY PUBLIC
LSBA NO. 28709
LA NOTARY NO 77473
St. Charles Parish, Louisiana
My Commission is issued for Life

ATTACHMENT A

SCOPE OF WORK

Tidal Surge Protection in Des Allemands South—Sunset Drainage Pumping Station Improvements

Project Scope:

Pump Station Improvements

The pump station improvement project includes the design, bidding, construction, and closeout for the replacement of existing pumps, gears, engines, and other appurtenances at the Sunset Drainage Pumping Station, resulting in an effective and operable facility to provide proper flood protection and drainage for residents within the Sunset Drainage Basin.

These improvements are being made to prepare the existing station for the future T-Wall frontal protection to be constructed by the U.S. Army Corps of Engineers (USACE). Upgrading the pumps, engines, and gears will ensure that the station continues to run at its full present capacity in the future condition with the wall, additional discharge piping and valves, and future still water elevations accounted for.

Still Water Level Changes

CPRA, in coordination with the USACE, provided a new Still Water Elevation to be used based on the latest Advance Circulation (ADCIRC) Modeling from the USACE in April of 2025. This new elevation resulted in an additional 5.6 feet of static head for a new hurricane design still water elevation of 13.6 feet. The pump design will need to be re-analyzed with the new design elevation, and changes will be made to the gear, engine, and pump impeller.

ATTACHMENT B

PROJECT BUDGET ESTIMATE

Upper Barataria Risk Reduction Sunset Pump Station Upgrade Project Budget Estimate		
Construction Contracts*	CPRA	$5,500,000.00
Construction Contracts	SCPG	$7,988,739.69
Contingency 10%	SCPG	$1,348,873.97
TOTAL CONSTRUCTION COST:		**$14,837,613.66**

* The Coastal Protection and Restoration Authority (CPRA) shall provide a maximum of **$5,500,000.00** for the construction of the Project. Any additional funds required for completion of the Project in excess of the maximum Project cost of **$5,500,000.00** shall be the sole responsibility of the St. Charles Parish Government (SCPG).

ATTACHMENT C

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

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)