

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 BASIN RISK REDUCTION –
COUSINS PUMP STATION T-WALL

PROJECT NO. BA-0280

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**”) represented by its duly authorized 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 Article II of its Home Rule Charter, 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 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 BASIN RISK REDUCTION (“UBBRR”) – COUSINS PUMP STATION T-WALL PROJECT** (hereinafter referred to as the “**PROJECT**”); and

WHEREAS, the PROJECT is an integrated coastal protection project eligible for funding under Section 105 of the Gulf of Mexico Energy Security Act of 2006 (“**GOMESA**”) (Title I of Division C of Pub. L. 109-432; 43 U.S.C. § 1331, *et seq.*; 120 Stat. 3000), 30 C.F.R. Part 1219, as amended; Louisiana Constitution Article VII, Sections 9(B), 10.1, and 10.2; and La. R.S. 49:214.5.4(E); and

WHEREAS, this AGREEMENT contemplates that in the future that **GOMESA** may be referred to as the Gulf of America Energy Security Act (“**GOAESA**”), *see* Exec. Order No. 14172, 90 Fed. Reg. 8629 (Jan. 20, 2025) (“Restoring Names That Honor American Greatness”) and JML 25-027 (Mar. 13, 2025) (“The Gulf of America”), and it is inferred that **GOMESA** and **GOAESA** are synonymous for the purposes of this **AGREEMENT**; 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 **LOCAL** shall be solely responsible for the **O&M** of the **PROJECT**, including any required mitigation associated therewith; 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 provide continuous protection across the discharge pipe section of the existing Cousins Pump Station through the construction of a T-Wall.

B. IDENTIFICATION

For the purpose of administration, identification, and record keeping, State Project Number **BA-0280** 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 a T-Wall across the discharge pipe section of the existing Cousins Pump Station, construct an access road gate to allow for access to the flood side of the levee system, relocate and extend existing discharge pipes to pass through the T-Wall, and expand the existing intake canal.

The scope of work for the **PROJECT** shall be consistent with **ARTICLE III** (“**PROJECT RESPONSIBILITY**”), and as identified in **ATTACHMENT A** (“**SCOPE OF WORK**”) which shall be attached hereto, incorporated herein, and made part of this **AGREEMENT**.

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 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.
9. 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.
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. 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, and any approval by **CPRA** shall be construed solely as acknowledgment thereof. **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. 38:2225.7(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 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.
 - e. **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.
 - 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**.
- C. Notwithstanding any other provision of this **AGREEMENT**, **CPRA**'s consultation, provision of resources or personnel, review, attendance at meetings or inspections, consideration of, comments on, revisions to or revised versions of, approval, authorization, inspection, verification, or any other action in relation to any design documents, plans, specifications, LERRDS requirements or property rights, letters of no objection, **SERVICES CONTRACT DOCUMENTS**, **CONSTRUCTION CONTRACT DOCUMENTS** or **CONSTRUCTION CONTRACT AWARD**, bids, change orders, NTP, construction progress or other status reports, expenditures, invoices, payments, services, construction, **O&M PLAN**, or any other work or documentation shall not be construed as any acceptance or assumption of any liability whatsoever arising therefrom or from any deficiencies or defects therein, whether hidden or apparent.

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 **\$16,700,000.00** for the construction of the **PROJECT** from qualified revenues generated from Outer Continental Shelf oil and gas activity provided to **CPRA** under GOMESA (hereinafter referred to as the “**PROJECT FUNDS**”). The **PROJECT FUNDS** available to **LOCAL** for the construction of the **PROJECT** are as follows: **\$2,500,000.00** in Fiscal Year 2020 GOMESA funds, **\$3,500,000.00** in Fiscal Year 2023 GOMESA funds, **\$4,626,806.00** in Fiscal Year 2024 GOMESA fund, and **\$6,073,194.00** in Fiscal Year 2026 GOMESA 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 **\$16,700,000.00** shall be the sole responsibility of **LOCAL**. **LOCAL** will be paid up to an amount not to exceed a maximum of **\$16,700,000.00**, 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 **\$16,700,000.00** 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 eligible for payment by **CPRA** under this **AGREEMENT**.
4. Any costs associated with retaining an engineer of record for the **PROJECT** are eligible 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 eligible 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, including, but not limited to, assurance that all documentation shall be sufficient to meet any requirements set by the federal government, and the U.S. Department of the Interior's ("DOI") regulations relative to the **PROJECT FUNDS** at 30 C.F.R. Part 1219, as amended. **LOCAL** and its consultant(s), contractor(s), and/or subcontractor(s) shall act in good faith to supply **CPRA** and/or the DOI 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 DOI’s Office of the Inspector General (“DOI OIG”), the U.S. Government Accountability Office (“GAO”), the Louisiana State Inspector General, and 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 DOI OIG, the GAO, 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 DOI OIG, the GAO, 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 (42 U.S.C. § 2000d *et seq.* and § 2000e *et seq.*), as amended by the Equal Employment Opportunity Act of 1972 (Pub. L. 92-261); Section 504 of the Federal Rehabilitation Act of 1973, as amended (29 U.S.C. § 793); the Vietnam Era Veteran’s Readjustment Assistance Act of 1974 (“VEVRAA”) (38 U.S.C. § 793); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); the Age Discrimination Act of 1975 (“ADEA”), as amended (42 U.S.C. § 6101 *et seq.*), and the requirements of the Americans with Disabilities Act of 1990 (“ADA”), as amended (42 U.S.C. § 12101 *et seq.*), 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: (i) GOMESA, (ii) 30 C.F.R. Part 1219, as amended, (iii) La. R.S. 49:214.5.4(E), and (iv) 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, to the extent arising out of any negligent act or omission by, any intentional and wrongful act or omission by, any other legal fault including, but not limited to, strict liability of, or any breach of any law, regulation, ordinance, or term of this **AGREEMENT** by **LOCAL**, or its successors, assigns, officials, officers, directors, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, or 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*, *ex 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, 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** or its officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, or other persons under its control.

C. DUTY TO DEFEND

Upon notice of any claim, demand, suit, or cause of action against **CPRA** or the State of Louisiana, 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, by or arising out of any intellectual property provided by **LOCAL** or its successors, assigns, officials, officers, directors, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, or other persons under its control.

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 therefor. 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 and the release of funds to the state from the federal government. If the Louisiana Legislature fails to appropriate sufficient monies to provide for the continuation of the **AGREEMENT**, or if the allocation is rescinded or reduced by the state in case of an emergency, or by the federal government, or the appropriation is reduced by veto of the Governor or by any other means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the **AGREEMENT**, the **AGREEMENT** shall terminate on the date of the beginning of the first fiscal year for which funds are rescinded, reduced, or not appropriated.

ARTICLE 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. 24:523.1, any actual or suspected misappropriation, fraud, waste, or abuse of public funds shall be reported to the Louisiana Legislative Auditor Hotline via one of the following:

- | | |
|------------------|---|
| 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.

LOCAL and all of its consultant(s), contractor(s), and/or subcontractor(s) shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and that they will not and have not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. **LOCAL** and each of its consultant(s), contractor(s), and subcontractor(s) shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. **LOCAL** shall also complete a Certification Regarding Lobbying as provided in **ATTACHMENT D** to this **AGREEMENT**.

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) Shall comply with the provision of the Hatch Act (5 U.S.C. § 1501, *et seq.*), as applicable, 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 70057
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 ***July 1, 2026***, and terminating on ***June 30, 2029***, 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.

COASTAL PROTECTION AND RESTORATION AUTHORITY

By:

Signed by:

Michael Hare

7A3004662ECF412...

MICHAEL HARE, EXECUTIVE DIRECTOR

Date: 7/24/2026 | 9:22 AM CDT

ST. CHARLES PARISH GOVERNMENT

By:

DocuSigned by:

Matthew Jewell

B5AABEC5F77E403...

MATTHEW JEWELL, PARISH PRESIDENT

Date: 7/24/2026 | 7:35 AM PDT

72-6001208
Federal Identification Number (FIN)

CE2LL5ZWWTk6
Unique Entity Identification (UEI)

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

DATE: 7/24/2026 | 9:22 AM CDT

Signed by:


7A3004662ECF412...

MICHAEL HARE, EXECUTIVE DIRECTOR
COASTAL PROTECTION AND RESTORATION AUTHORITY

ATTACHMENT A

SCOPE OF WORK

Upper Barataria Basin Risk Reduction – Cousins Pump Station T-Wall Project Scope

Introduction

St. Charles Parish Government (“SCPG”) will construct the Upper Barataria Basin Risk Reduction (“UBRR”) – Cousins Pump Station T-Wall Project (“Project”), Project No. BA-0280, which will consist of pump station frontal protection, an access road gate, additional t-wall and sewer relocation, intake basin improvements, and an access culvert crossing.

Pump Station Frontal Protection

The proposed T-Wall frontal protection will provide continuous protection across the discharge pipe section of the existing Cousins Pump Station. This area is a current low point in the St. Charles Ellington Levee System. The T-Wall will be built to elevation 16.5-feet offering one (1) foot of structural superiority over the proposed final levee elevation of 15.5-feet following the U.S. Army Corps of Engineers (“USACE”) and CPRA design criteria. As part of this structure, the discharge pipes for the Cousins Pump Station will be extended to pass through the T-Wall. Butterfly valves and flap gates will be installed on the pipe extensions for backflow prevention. A valve access platform will be installed over the discharge piping for remote and bypass operation of the butterfly valves. Area lighting will be included as part of this work.

The access road will need to allow for low clearance vehicles to reach the flood side of the levee system. This, along with the proximity of the existing pump station to the access road, necessitates the need for a gate structure as an earthen ramp will no longer be feasible at the final levee height of 15.5-feet. A 25-foot clear opening will allow for the passage of marsh buggy vehicles. The gate structure will be built to the same protection elevation of 16.5-feet as the adjacent frontal protection T-Wall.

There are five (5) sewer force mains that cross the proposed Cousins Pump Station frontal protection. The force main furthest to the west will be sent through the frontal protection T-Wall. The remaining four (4) lines will be relocated, beginning on the north side of the levee drainage canal at Rathborne Park, in order to facilitate the installation of a new box culvert in the canal (see next section). The T-Wall will be extended on the east side of the access road gate structure to facilitate passing the relocated sewer lines through the T-Wall pursuant to the USACE’s standard details. This extension will keep the sewer lines out of the roadway, should the sewer lines need to be accessed in the future, and will allow for making the 90-degree turn back north before transitioning back to the earthen levee parallel to the access road.

Intake Basin Improvements and Access Culvert Crossing

To provide more sump storage capacity for the Cousins Pump Station, the intake canal will be expanded. From the west, the Blouin Canal’s north bank will be diverted northeast along the SCPG’s existing right-of-way. From the north, the

Cousins Canal will be widened using a 7.5-degree flare towards the station. The flare will begin south of the Enlink Pipeline corridor where it crosses the Cousins Canal and will continue to where it meets the new north bank of the Blouin Canal. The Cousins Canal widening will include a 25-foot buffer zone on the north/west side for SCPG access. This sump expansion will result in 41 acre-ft of additional stormwater storage volume. In order to minimize construction impacts on local roads, excavated material from this expansion will be placed and stored along the Blouin Canal between the Kellogg Pump Station and the Enlink Pipeline Corridor for future use by the Parish. A precast concrete panel crossing and access road will be built along the Blouin Canal bank to facilitate transport of material.

The existing 4-foot x 10-foot box culvert crossing under Texaco Road to the northeast of Cousins Pump Station will be replaced with at least a 10-foot x 8-foot box culvert to allow for better flow equalization between the Willowridge Pump Station and the Cousins Pump Station. For maintenance and construction access an additional minimum 2-barrel 10-foot x 8-foot box culvert will be installed in the Blouin Canal to the west of Cousins Pump Station upstream of the proposed widening limits. Once completed, these sump and culvert improvements will provide better flow to the Cousins Pump Station as well as allow for better flow to and from the adjacent Kellogg Pump Station and Willowridge Pump Station offering more redundancy to the drainage system.

Engineering Services

Coordinate engineering efforts for the relocation of the sewer lines through the floodwall, including layout and structural detailing of the sheetpile penetration, and other engineering regarding the sewer lines.

Perform calculation checks on the T-Wall that has been previously designed using updated design criteria from the USACE. The USACE's new numbers change all controlling parameters of the T-Wall design including Still Water, Wave Height, and Wave Period. These engineering checks will ensure that the wall is designed with a proper factor of safety per Hurricane and Storm Damage Risk Reduction System (HSDRRS) standards.

ATTACHMENT B
PROJECT BUDGET ESTIMATE

Upper Barataria Basin Risk Reduction – Cousins Pump Station T-Wall Project Budget Estimate	
Pump Station Frontal Protection	\$ 16,503,436.00
Intake Basin Improvements and Access Culvert Crossing	\$ 3,375,032.00
Construction Contingency (10%)	\$ 1,987,847.00
Engineering Services	\$ 2,307,437.50
TOTAL*	\$ 24,173,752.50

* The Coastal Protection and Restoration Authority (CPRA) shall provide to St. Charles Parish Government (SCPG), a maximum of \$16,700,000.00 for the construction of the Upper Barataria Basin Risk Reduction (UBBRR) – Cousins Pump Station T-Wall (Project). Any additional funds required for completion of the Project in excess of the maximum Project cost of \$16,700,000.00 shall be the sole responsibility of SCPG.

ATTACHMENT C
CERTIFIED MONITORING REPORT

CONTRACT NO. _____

Date: _____

Local: _____

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)

ATTACHMENT D
CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

DATE: 7/24/2026 | 7:35 AM PDT

DocuSigned by:

Matthew Jewell

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MATTHEW JEWELL, PARISH PRESIDENT
ST. CHARLES PARISH GOVERNMENT

Certificate Of Completion

Envelope Id: A8890D68-B8A3-8901-814A-600F545B27CA	Status: Completed
Subject: Complete with Docusign: IGA BA-0280 UBBRR Cousins Pump Station	
Source Envelope:	
Document Pages: 35	Signatures: 2
Certificate Pages: 3	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Ashley Plunkett
Time Zone: (UTC-06:00) Central Time (US & Canada)	Ashley.Plunkett2@LA.GOV
	IP Address: 136.226.12.184

Record Tracking

Status: Original	Holder: Ashley Plunkett	Location: DocuSign
7/24/2026 9:24:25 AM	Ashley.Plunkett2@LA.GOV	

Signer Events

Matthew Jewell
 mlj@stcharlesgov.net
 Parish President, St.Charles Parish
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 B5AABEC5F77E403...
 Signature Adoption: Pre-selected Style
 Using IP Address: 174.218.195.130
 Signed using mobile

Timestamp

Sent: 7/24/2026 9:27:31 AM
 Viewed: 7/24/2026 9:34:11 AM
 Signed: 7/24/2026 9:35:57 AM

Electronic Record and Signature Disclosure:
 Accepted: 7/24/2026 9:34:11 AM
 ID: ffab7d72-95ca-417a-ac0b-589d3d54ae64

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/24/2026 9:27:31 AM
Certified Delivered	Security Checked	7/24/2026 9:34:11 AM
Signing Complete	Security Checked	7/24/2026 9:35:57 AM
Completed	Security Checked	7/24/2026 9:35:57 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CPRA LOS (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CPRA LOS:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: david.dousay@la.gov

To advise CPRA LOS of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at david.dousay@la.gov and in the body of such request you must state: your previous

email address, your new email address. We do not require any other information from you to change your email address

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CPRA LOS

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to david.dousay@la.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CPRA LOS

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to david.dousay@la.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CPRA LOS as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CPRA LOS during the course of your relationship with CPRA LOS.