



# *St. Bernard Parish Council*

8201 West Judge Perez Drive    Chalmette, Louisiana, 70043  
(504) 278-4228    Fax (504) 278-4209  
[www.sbpq.net](http://www.sbpq.net)

**#8**

**Kerri Callais**  
*Councilmember  
at Large*

**Richard "Richie" Lewis**  
*Councilmember  
at Large*

**Gillis McCloskey**  
*Councilmember  
District A*

**Joshua "Josh" Moran**  
*Councilmember  
District B*

**Howard Luna**  
*Councilmember  
District C*

**Wanda Alcon**  
*Councilmember  
District D*

**Fred Everhardt, Jr.**  
*Councilmember  
District E*

**Roxanne Adams**  
*Clerk of Council*

EXTRACT OF THE OFFICIAL PROCEEDINGS OF THE COUNCIL OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA, TAKEN AT A REGULAR MEETING HELD IN THE COUNCIL CHAMBERS OF THE ST. BERNARD PARISH GOVERNMENT COMPLEX, 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA ON TUESDAY, JANUARY 21, 2020 AT SEVEN O'CLOCK P.M.

On motion of Mr. Everhardt, seconded by Mr. McCloskey, it was moved to **adopt** the following resolution:

## **RESOLUTION SBPC #2017-01-20**

A RESOLUTION TO AUTHORIZE THE PARISH PRESIDENT TO SIGN AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF LOUISIANA THROUGH THE COASTAL PROTECTION AND RESTORATION AUTHORITY BOARD AND ST. BERNARD PARISH REGARDING THE LAKE LERY MARSH CREATION PROJECT.

**WHEREAS**, Coastal Restoration and Preservation is of vital importance to the citizens of St. Bernard Parish; and,

**WHEREAS**, the Lake Lery Marsh Creation Project (BS-0034) is a worthwhile project of marsh construction to restore approximately 39 acres of natural ecosystems, fisheries and marine and wildlife habitat, as explained in more detail in attached Exhibit A; and,

**WHEREAS**, a Council Resolution authorizing the Parish President to sign the Intergovernmental Agreement between the State of Louisiana Through the Coastal Protection and Restoration Authority Board and St. Bernard Parish regarding the Lake Lery Marsh Creation Project (BS-0034) is needed to obtain up to a maximum of Two Million, Seven Hundred, Eighty-One Thousand Dollars (\$2,781,000.00) in funding for the project.

**NOW THEREFORE, BE IT RESOLVED**, that the St. Bernard Parish Council, the governing authority, does hereby authorize the Parish President to sign the Intergovernmental Agreement between the State of Louisiana through the Coastal Protection and Restoration Authority Board and St. Bernard Parish regarding Lake Lery Marsh Creation Project (BS-0034) attached as Exhibit A.



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Extract #8 continued  
January 21, 2020

**Kerri Callais**  
*Councilmember  
at Large*

**Richard "Richie" Lewis**  
*Councilmember  
at Large*

**Gillis McCloskey**  
*Councilmember  
District A*

**Joshua "Josh" Moran**  
*Councilmember  
District B*

**Howard Luna**  
*Councilmember  
District C*

**Wanda Alcon**  
*Councilmember  
District D*

**Fred Everhardt, Jr.**  
*Councilmember  
District E*

**Roxanne Adams**  
*Clerk of Council*

The above and foregoing having been submitted to a vote, the vote there upon resulted as follows:

**YEAS:**            McCloskey, Moran, Luna, Alcon, Everhardt

**NAYS:**            None

**ABSENT:**        Lewis

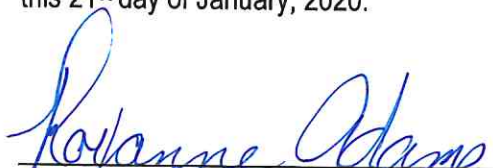
The Council Chair, Ms. Callais, cast her vote as **YEA**.

And the motion was declared **adopted** on the 21<sup>st</sup> day of January, 2020.

## CERTIFICATE

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of a motion adopted at a Regular Meeting of the Council of the Parish of St. Bernard, held at Chalmette, Louisiana, on Tuesday, January 21, 2020.

Witness my hand and the seal  
of the Parish of St. Bernard on  
this 21<sup>st</sup> day of January, 2020.

  
ROXANNE ADAMS  
CLERK OF COUNCIL



**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN**  
**STATE OF LOUISIANA,**  
**THROUGH THE COASTAL PROTECTION AND RESTORATION AUTHORITY**  
**BOARD**  
**AND**  
**ST. BERNARD PARISH**  
**REGARDING**  
**LAKE LERY MARSH CREATION (BS-0034)**

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”), is a subaward agreement and is entered into and effective on **[INSERT DATE OF GRANT AWARD]** by and between the State of Louisiana through the Coastal Protection and Restoration Authority Board, (hereinafter referred to as the “STATE”) acting by and through the Chairman of the Board, Kyle R. “Chip” Kline, Jr., and St. Bernard Parish (hereinafter referred to as the “PARISH”) represented by its duly authorized President, Guy McInnis (the STATE and PARISH are collectively referred to herein as the “Parties”).

**WHEREAS**, Article VII, Section 14 of the Louisiana Constitution provides, in part, that “(f)or a public purpose, the state and its political subdivisions . . . may engage in cooperative endeavors with each other . . .”; and

**WHEREAS**, pursuant to La. R.S. 49:214.5.2(A)(1), the Coastal Protection and Restoration Authority Board (the “BOARD”) represents the State of Louisiana’s position relative to the protection, conservation, enhancement, and restoration of the coastal area of the state through oversight of integrated coastal protection projects and programs and at La. R.S. 49:214.5.2(A)(7) the BOARD has the power and authority to enter into any contract with any political subdivision of the state for the study, planning, engineering, design, construction, operation, maintenance, repair, rehabilitation, or replacement of any integrated coastal protection project and to this end, may contract for the acceptance of any grant of money upon the terms and conditions, including any requirement of matching the grants in whole or part, which may be necessary; and

**WHEREAS**, pursuant to La. R.S. 49:214.6.1, the Coastal Protection and Restoration Authority (“CPRA”) is the implementation and enforcement arm of the BOARD and is directed by the policy set by the BOARD, and pursuant to La. R.S. 49:214.6.2 and La. R.S. 49:214.6.3, CPRA shall administer the programs of the BOARD and shall implement projects relative to the protection, conservation, enhancement, and restoration of the coastal area of the State of Louisiana through oversight of integrated coastal projects and programs consistent with the legislative intent as expressed in La. R.S. 49:214.1, and, where appropriate, CPRA shall administer and implement the obligations undertaken by the BOARD pursuant to this Agreement; and

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

**WHEREAS**, this Agreement is authorized pursuant to the provisions of PARISH Resolution No. \_\_\_\_\_ adopted on the \_\_\_\_ day of \_\_\_\_\_, 2020; and

**WHEREAS**, the Parties desire to enter into this Agreement for the purpose creating marsh to restore natural ecosystems, fisheries, and marine and wildlife habitat in the Gulf Coast region, and mitigating damage to fish, wildlife, and natural resources (“Project” or “Lake Lery Marsh Creation”); and

**WHEREAS**, the Project is described as eligible for funding under the Spill Impact Component of the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act) in the [State of Louisiana’s First Amended RESTORE Plan](#) (the State RESTORE Plan); and

**WHEREAS**, the State RESTORE Plan was approved by the BOARD on January 18, 2017, and by the RESTORE Council for expenditure of Spill Impact Component funds on March 23, 2017, and details the selection criteria, as well as the solicitation and selection process for the CPRA-Parish RESTORE Act Matching Opportunities Program, which was developed by CPRA as an incentive program that will allocate up to \$100 million of CPRA’s Spill Impact Component RESTORE Act funds to the coastal parishes to help fund parish priority projects over a 15-year period; and

**WHEREAS**, the State RESTORE Plan was amended to include projects selected under the first \$20 million installment of the RESTORE Act CPRA-Parish Matching Program (Parish Matching Amendment), including the Project that is the subject matter of this Agreement, and this amendment was approved by the Board on April 18, 2018, and approved by the RESTORE Council for expenditure of Spill Impact Component funds on June 18, 2018; and



**WHEREAS**, the Parish Matching Amendment contains the estimated timelines and project costs for construction of the Project, as well as the PARISH's obligations regarding monitoring and operations and maintenance of the Project; and

**WHEREAS**, under the definitions outlined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance") at 2 C.F.R. Part 200, PARISH is a subrecipient and this Agreement is a subaward agreement; and

**WHEREAS**, while this Agreement pertains primarily to the construction activities of the Project this Agreement contains references relating to the engineering and design standards to which PARISH must adhere, and to post-construction obligations of the PARISH; and

**WHEREAS**, PARISH will be responsible for 100% of all post-construction costs commencing after completion of the year-one post-construction monitoring, including, but not limited to operations, maintenance, monitoring (OM&M), and adaptive management.; and

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

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

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

## **ARTICLE I**

### **PURPOSE AND IDENTIFICATION**

**A. Purpose.**

The Purpose of this Agreement is to set forth the subaward terms, conditions, and responsibilities to be performed by the PARISH and the STATE in the construction of the Lake Lery Marsh Creation Project.

**B. Project Identification.**

For the purpose of administration, identification and record keeping, State Project Number **BS-0034** is assigned to this Project. This number will be used to identify all Project costs.

**C. Subaward Information.**

The information required by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”) at 2 C.F.R. § 200.331(a)(1) is attached hereto as **Attachment A**. The Uniform Guidance also requires that if any of these data elements change, the pass-through entity must include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the federal prime award and subaward.

**ARTICLE II**  
**PROJECT DESCRIPTION**

The objective of the current phase of the Lake Lery Marsh Creation Project (BS-0034) is to construct approximately 39 acres of marsh to restore natural ecosystems, fisheries, and marine and wildlife habitat, and to mitigate damage to fish, wildlife, and natural resources in the Delacroix community. The main purpose of the Project is to build upon previously expended funds under the Coastal Impact Assistance Program (CIAP) by constructing the designed 39-acre marsh creation project. The restoration of marshlands is important in an area where the natural ecosystem has become severely damaged. The Lake Lery Marsh Creation Project will use dredged material from Lake Lery to restore adjacent marsh. St. Bernard Parish Government’s CIAP grant award has already funded the engineering, design, and permitting of the Project, leaving only the construction phase yet to be completed. This Project is part of an ongoing phased approach to restore and protect the Lake Lery area.

This Project will contribute to the overall ecological and economic recovery of the Gulf by helping prevent ongoing deterioration of healthy marsh into open water surrounding one of the most historic fishing communities in Louisiana.

CPRA is providing, through RESTORE Spill Impact Component funding, an amount not to exceed \$2,781,000 for construction of this Project. It is estimated that 100% of these requested funds will go toward implementation of the Project. Funding of post-construction activities, including without limitation, monitoring and OM&M and any adaptive management, will be the 100% responsibility of the PARISH. It will be required that the engineer overseeing the construction of the Project certify that the Project is built to specification and the invoices are accurate. This process will allow CPRA to monitor and measure the success of this Project. The Construction of the Lake Lery Marsh Creation will consist of the following:



1. The full scope and Project responsibilities of the work described in this Agreement are provided in Article IV and the scope of work, which is attached hereto as **Attachment B**.
2. Land rights –
  - a. PARISH will determine the necessary land rights, easements, rights-of-way, relocations, disposal areas, and servitudes (LERRDS) needed for construction to the satisfaction of CPRA. PARISH understands and agrees that these costs are not eligible for reimbursement under this Agreement and that PARISH will be responsible for determining the manner and method by which they are acquired and will be 100% responsible for any Project cost associated with these efforts.
  - b. PARISH is responsible for 100% of any Project cost associated with acquisition of LERRDS, whether permanent or temporary in nature. PARISH understands and agrees that these costs are not eligible for reimbursement under this Agreement. PARISH also understands and agrees that under Section 1607 of the RESTORE Act, RESTORE funds can only be used to acquire land or interests in land by purchase, exchange or donation by a willing seller and such acquisition(s) shall be all in accordance with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4601-4655), and the Uniform Regulations contained in 49 C.F.R. Part 24, and the party acquiring the real estate interest shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.
3. Temporary Structures - Engineering and design of excavation and maintenance of temporary containment dikes and dewatering system.
4. With regard to the scope of this Agreement, PARISH will be responsible for investigation, study, cleanup, and response determined to be necessary relative to any hazardous, toxic or radioactive waste material, whether regulated by a local government, state government or the Federal Government and for 100% of any Project cost associated with such investigation, study, cleanup, or response. PARISH understands and agrees that these costs are not eligible for reimbursement under this Agreement.
5. PARISH is responsible for acquiring any and all local, state, and federal permits required for construction of the project including but not limited to, Letters of No Objection, Coastal Use Permits, and Section 408 permits. PARISH shall submit copies of applicable permits to CPRA prior to initiating a regulated/permitted construction activity.
6. Development of OM&M - The PARISH shall develop a specific operation, maintenance, and monitoring (OM&M) plan for the Lake Lery Marsh Creation Project. Parish understands and agrees that it is responsible for 100% of all post-

construction costs including but not limited to OM&M for the Lake Lery Marsh Creation Project.

- a. The OM&M Plan must be provided to CPRA at the completion of construction.
- b. The OM&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 OM&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.

### **ARTICLE III**

### **PROJECT FUNDING**

This Agreement shall be administered as follows:

- A. The STATE, through CPRA, shall provide to the PARISH, a maximum of **\$2,781,000** ("Maximum CPRA Contribution") in RESTORE Spill Impact Component funds, which will be awarded on the basis of a federal grant from the Gulf Coast Restoration Trust Fund (the "Grant Funds"). The Grant Funds consist of the Gulf Coast Ecosystem Restore Council Parish Matching Award to complete construction of the Lake Leary Marsh Creation (the "Parish Matching Grant Application and Award", Federal Award Identification Number        which is hereby incorporated by reference into this Agreement). The STATE will reimburse PARISH on a task basis. Reimbursement payments will be based upon submittal and approval of invoices and deliverables as set forth more fully in Articles III, IV, and V herein, and in accordance with all other terms and conditions of this Agreement. The Construction Cost Estimate, consisting of the Construction Budget Estimate and the Construction Management Estimate below, is provided in **Attachment C**, which is attached hereto and incorporated herein. This is intended to be an estimate; actual quantities, hours and hourly rates shall be billed as incurred not to exceed the Maximum CPRA Contribution as specified herein. Additionally, for this Project, the funds will be segregated based on tasks and PARISH will be paid on a reimbursable basis. The following tasks and estimated costs are reimbursable individually as follows and in total up to the Maximum CPRA Contribution of \$2,781,000:

- Construction Budget Estimate - \$2,558,850
- Construction Management Estimate - \$141,150.00
- PARISH Administration Cost Estimate - \$81,0000



The total Project construction cost, including the Maximum CPRA Contribution, is estimated to be **\$3,081,000**, of which the Parish has agreed to contribute an estimated \$300,000 of its funds to pay for land rights and post-construction monitoring.

- B. All funding expended for this Project shall be used for the purposes stated herein, in accordance with constitutional and statutory restrictions on the use of the Grant Funds for public purposes and federal funds, and in accordance with all applicable local, state and federal statutes, laws, rules and regulations and all stipulations and conditions of the Financial Assistance Award. The use of Project funding shall at all times be consistent with sound engineering principles and practices as may be directed and defined by the CPRA Engineering Division. All funding shall be subject to Article X entitled, "Termination Due to RESTORE Funding" and Article XX entitled, "Fiscal Funding Clause".

#### **ARTICLE IV**

#### **SCOPE AND PROJECT RESPONSIBILITY**

##### **A. Project Tasks**

1. The STATE, through CPRA, or its agent will perform the following:
  - a) Develop the Intergovernmental Agreement for reimbursement to the PARISH of **up to \$2,781,000** (total maximum CPRA contribution).
  - b) Work with PARISH to prepare the grant application to receive the Grant Funds.
  - c) Provide funding on a reimbursable basis for construction of the Project.
  - d) Provide appropriate personnel for consultation as required.
  - e) Provide access to relevant materials required in the performance of the work.
  - f) At its discretion, perform secondary review of bids prior to contract award. The PARISH has primary responsibility to prepare, advertise, review, and evaluate bids.
  - g) At its discretion, perform secondary review/approval of any change orders proposed during construction prior to incurring charges
  - h) At its discretion, attend pre-bid conference, if requested by the PARISH.
2. The PARISH, or its agent, will perform the following:
  - a) Certify that the engineering and design of the Project has been done in accordance with CPRA minimum design standards<sup>1</sup>, and accepted sound engineering principals as delineated in the design criteria developed by PARISH.
  - b) Perform construction in accordance with **Attachment B**.
  - c) Acquire all required local, state and federal permits required for construction of the Project including but not limited to, Letters of No Objection, Coastal Use Permits,

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<sup>1</sup> Available at <https://coastal.la.gov/engineering-and-design-guidelines/>.

and Section 408 permits. PARISH shall submit copies of applicable permits to CPRA prior to initiating a regulated/permitted construction activity.

- d) Work with CPRA to prepare the grant application to receive the Grant Funds.
- e) Oversight of contracted work to perform any tasks listed above and in accordance with the following:
  - (i) Scopes of Work issued by PARISH and associated costs incurred by PARISH to subrecipients/contractors/subcontractors/consultants or other third parties for work pertaining to the Project using the Grant Funds shall be reviewed and approved in writing by the CPRA Project Manager identified in Article VII prior to the issuance of a Notice to Proceed (NTP) for such work by PARISH. A minimum period of 2 weeks is required by CPRA for review.
  - (ii) Scope of Work changes shall be properly documented, organized, and shall be submitted to the CPRA Project Manager for review and written approval prior to the issuance of a NTP for such change in scope of work by PARISH. A minimum period of 2 weeks is required by CPRA for review.
  - (iii) Provide any design documents to CPRA upon request.
  - (iv) The PARISH will provide CPRA a task based report no less than quarterly that will include a description of the work performed, status of the work performed, funds expended by task, current and cumulative billing, project schedule with percent completion, and tasks or milestones not completed with explanation and the proposed solution to get the project back on schedule, as provided in **Attachment D** (Task Based Monitoring Report).
- f) Receive, approve, and pay invoices from subrecipients/consultants/contractors/subcontractors on a timely basis and in accordance with Article III, this Article IV and Article VI and all applicable state, federal, and local laws.
- g) Submit certified invoices to CPRA for reimbursement not less than quarterly.
- h) Provide any progress schedules/work directives as may be necessary to facilitate the Project.
- i) The PARISH shall adhere to all applicable local, state and federal funding requirements and guidelines, as well as to all terms and conditions of this Agreement. At CPRA's sole discretion, PARISH's failure to adhere to these requirements may result in no payment to PARISH.

## **B. Public Bid**

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



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

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

The PARISH or its agent will arrange for and conduct final inspection of the completed works or improvement. Such inspection shall be made in conjunction with CPRA, if requested to do so. The PARISH will provide CPRA with a certified engineer's approval of the final project inspection upon project completion, as well as a Construction Completion Report, including but not limited to as-built drawings (CAD drawings and input files), verification of completed punch-list items, photographic documentation of completed work, and any other information requested by CPRA, within two months of final inspection.

The work for this Project shall be performed in accordance with **Attachment B** and the PARISH certifies that all Engineering Design Documents, Plans, and Specifications have been prepared according to sound engineering principles and practices and in accordance with CPRA's minimum design criteria. These final plans and specifications have been prepared, signed, dated, and sealed by or under the direct supervision of a professional engineer licensed and registered in the State of Louisiana in accordance with Louisiana Revised Statutes Titles 37 and 46, regarding Professional and Occupational Standards, as governed by the Louisiana Professional Engineering and Land Surveying Board.

## **ARTICLE V**

### **DELIVERABLES**

A. The PARISH shall provide to the STATE, in accordance with the process referenced in Article VI and through CPRA's Project Manager identified in Article VII, the following:

1. Prior to reimbursement and not less than quarterly, the PARISH shall render detailed invoices for payment of work performed and all documentation necessary to support the invoice, including a summary of the type of work, total value of the work performed, and the costs incurred, as provided in **Attachment D** (Task Based Monitoring Report), which include a status and summary of the work performed, funds expended by task, total value of work performed, costs incurred, project schedule with percent completion, and tasks or milestones not completed with explanation and the proposed solution to get the project back on schedule, and document monthly and total costs for the Project in accordance with the Section N.02 of the Gulf Coast Ecosystem Restoration Council's ("RESTORE Council") [Financial Assistance Standard Terms and Conditions](#) and 2 C.F.R. §§200.328 and 200.331, along with the following:

- i. Task Based Monitoring Reports

2. Copies of all invoices for PARISH personnel, subrecipients/consultants/contractors/subcontractors shall be included with the Task Based Monitoring Reports; and

3. Invoices shall be certified by the PARISH's subrecipient/consultant/contractor/subcontractor and another properly designated official representing the PARISH as being correct and in compliance with the plans and specifications of the Project; and
  4. All invoices shall be subject to verification, adjustment and/or settlement as a result of any audit referenced in Article VII of this Agreement. Project costs in excess of those described in Article III shall be borne 100% by the PARISH; and
  5. All deliverables required by the Parish Matching Grant Application and Award referenced in Article III herein; and
  6. Written certification required in Article IV.A.2(a); and,
  7. Any other Project-related documents requested by CPRA.
- B.** The PARISH shall provide to the STATE, a copy of an Ordinance or Resolution passed by its Council authorizing its execution of this Agreement upon execution of this Agreement by the PARISH.
- C.** The PARISH shall submit to the STATE a copy of any final documents produced in connection with the performance of the work outlined herein, including but not limited to, permits, surveys, test results, land rights documents, design documents, plans, and specifications generated for the Project in accordance with this Agreement. However, in the event that the PARISH needs to publicly bid any portion of the work for this Project, the PARISH shall keep confidential and shall not disclose, subject to the requirements of the Louisiana Public Record law and Louisiana Public Bid Law, any Project documents to any other entity, except its consultants, agents, or representatives for the Project, prior to advertising such work for public bid.

## **ARTICLE VI**

### **PAYMENT**

The PARISH will be reimbursed on a task basis for all costs which are directly related to the work described herein, for a total amount not to exceed **\$2,781,000**, based upon the terms of Article III and subject to the terms and conditions set forth herein, for all personnel and material needed to construct the Project as described in Article IV. The work described herein, will be eligible for reimbursement in accordance with established guidelines and in accordance with Articles III, IV, V, and XXXIX herein. The PARISH agrees that any additional funding required for completion of construction of the Project in accordance with this Agreement shall be borne solely by the PARISH.



The PARISH shall pay all subrecipient/consultant/contractor/subcontractor invoices and the STATE, through CPRA, shall reimburse the PARISH for its payments to the subrecipient/consultant/contractor/subcontractor, provided that PARISH shall provide the deliverables referenced in Article IV.A and Article V to the State, through CPRA's Project Manager identified in Article VII.

Subject to any other terms of this Agreement, actual rates and quantities, hours and hourly rates shall be billed as incurred, but in no case shall the sum total of payments made by the STATE, through CPRA, to the PARISH exceed the Maximum CPRA Contribution of **\$2,781,000** for the term of this Agreement as set forth in Article III.

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

The STATE will not reimburse the PARISH for costs of construction not completed in accordance with the engineering and design standards set forth in Article IV.A.2(a).

All payments shall be subject to verification, adjustment and/or settlement as a result of any audit referenced herein.

The participation by the STATE in the Project shall in no way be construed to make the STATE a party to any contract between the PARISH and its subrecipient(s)/consultant(s)/contractor(s)/subcontractor(s).

## **ARTICLE VII**

### **RECORD KEEPING, REPORTING, AUDITS AND MONITORING**

The contract monitor for this Agreement is the Project Manager designated for the Project by the STATE. The Project Manager for this Project shall be Vida Carver, or his/her designee. The STATE shall provide the PARISH notice of any changes to the designated Project Manager within seven (7) days of any such change.

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

PARISH agrees to abide by the requirements of all applicable local, state and federal statutes, laws, rules, and regulations, including but not limited to assurance that all documentation shall be sufficient to meet the requirements of both the RESTORE Act and the

Treasury regulations for release of the Grant Funds from the RESTORE Act's Gulf Coast Restoration Trust Fund, including without limitation Sections H., I. and N. of the RESTORE Council's Financial Assistance Standard Terms and Conditions, 2 C.F.R. Part 200 Subpart E – Cost Principles, 2 C.F.R. § 200.331, 2 C.F.R. § 200.333, 31 C.F.R. § 34.506, and 31 C.F.R. § 34.507, Appendix II of 2 C.F.R. Part 200 attached hereto as **Attachment E**. PARISH and its lower tier subrecipients/consultants/contractors/subcontractors shall act in good faith to supply the STATE, the RESTORE Council and/or the U.S. Department of Treasury with any supporting material or documentation needed for release of the Grant Funds or for legal compliance.

The PARISH and any of its subrecipients/consultants/contractors/subcontractors paid under this Agreement shall maintain all documents, papers, books, field books, accounting records, appropriate financial records and other evidence, including electronic records that are pertinent to the Grant Funds, pertaining to costs incurred for the Project and shall make such materials available for inspection at all reasonable times during the contract period and for a five (5) year period from the date of reimbursement under the Project for inspection by the STATE, the Inspector General and/or the Legislative Auditor, the United States Department of the Treasury's Office of Inspector General (Treasury OIG), the Government Accountability Office (GAO) and the RESTORE Council; however, prior to disposal of any Project data for the Project, the PARISH shall obtain prior written approval from the STATE, through CPRA.

Each Party acknowledges and agrees that the Legislative Auditor of the State of Louisiana, the auditors of the Office of the Governor, Division of Administration, Treasury OIG, the GAO and the RESTORE Council shall have the authority to audit all records and accounts of the STATE and the PARISH which relate to this Agreement, and those of any subcontractors which relate to this Agreement. Any audit shall be performed in accordance with La. R.S. 24:513 *et seq.* and/or 2 C.F.R. Part 200, Subpart F "Audit Requirements", and 31 C.F.R. §§34.508 and 34.805, as applicable. PARISH further agrees to make available to the Office of the Governor, Division of Administration, the Office of the Inspector General the U.S. Treasury OIG, the GAO and the RESTORE Council any documents, papers or other records, including electronic records of PARISH that are pertinent to the Grant Funds, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to PARISH's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

The STATE and the PARISH, and any subrecipients/consultants/contractors/subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of five (5) years after the date of final payment under the prime contract and any subaward/contract/subcontract entered into under this Agreement.



The purpose of submission of documentation by STATE to the PARISH, or by the PARISH to the STATE as required by this Agreement is to verify that such documentation is being produced, to provide evidence of the progress of the Project, and to verify that the expenditure of Project funds occurs in accordance with the terms of this Agreement. As between the STATE and the PARISH, STATE assumes no responsibility to provide extensive document review for any documents received from PARISH or its subrecipients/consultants/contractors/subcontractors or to determine the completeness or accuracy of any such documentation. The PARISH and its subrecipients/consultants/contractors/subcontractors shall also be responsible for, and assure, compliance with all applicable local, state and federal statutes, laws, rules, and regulations in carrying out any of its obligations under this Agreement.

In addition to financial and performance reports required by 2 C.F.R. Part 200, PARISH shall assist the CPRA with providing the following:

- (i) Any performance (including technical or financial) report as required by Section B.01 and C.01 and C.02 of the RESTORE Council's Financial Assistance Standard Terms and Conditions and as required by Part IV, Chapter II, Sections G and M and Chapter V of the RESTORE Council's Recipient Proposal and Award Guide for Grant Recipients and Federal Interagency Agreement Servicing Agencies, and
- (ii) Any reports as prescribed by the RESTORE Council or the U.S. Department of Treasury in accordance with 31 C.F.R. §34.506 and/or as required in any Special Award Conditions associated with the award of the Grant Funds.

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

## **ARTICLE VIII**

### **TERMINATION FOR CAUSE**

The STATE may terminate this Agreement for cause based upon the failure of PARISH to comply with the terms and/or conditions of the Agreement; provided that the STATE shall give the PARISH written notice specifying the PARISH'S failure. If within thirty (30) days after receipt of such notice, the PARISH shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the STATE may, at its option, place the PARISH in default and the Agreement may terminate on the date specified in such notice.



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

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

#### **ARTICLE IX**

##### **TERMINATION FOR CONVENIENCE**

The STATE may terminate this Agreement at any time by giving thirty (30) days written notice to the PARISH. The PARISH may likewise terminate this Agreement at any time by giving thirty (30) days written notice to the STATE. The PARISH shall be entitled to reimbursement for the costs of deliverables in progress, to the extent work has been performed satisfactorily as of the date of termination and any costs or expenses the PARISH incurs which are directly associated with the termination, modification, or change of any underlying construction contracts for the Project.

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

#### **ARTICLE X**

##### **TERMINATION DUE TO RESTORE FUNDING**

The continuation of this Agreement is contingent upon the appropriation and release of sufficient funds from the RESTORE Council to the STATE to fulfill the requirements of this Agreement, including any funds subject to a Special Award Condition. Failure of the RESTORE Council to approve and provide an adequate budget to the STATE for fulfillment of the Agreement terms shall constitute reason for immediate termination or suspension of the Agreement.

**ARTICLE XI**  
**ALLOWABLE COSTS**

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

**ARTICLE XII**  
**NON-DISCRIMINATION CLAUSE**

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

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

Any act of discrimination committed by either Party, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this Agreement.

**ARTICLE XIII**  
**COMPLIANCE WITH FEDERAL LAW**

The Parties and any of their lower-tier subrecipients, consultants, contractors and subcontractors employed in the completion of any construction-related activity, project or program conducted with the Grant Funds agree to comply with any applicable Federal labor laws covering non-Federal construction, which may include but are not limited to, the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*), as supplemented by Department of Labor Regulations (29 C.F.R. part 5) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c), as supplemented by Department of Labor Regulations (29 C.F.R. part 3) and to the extent applicable 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act) (formerly 40 U.S.C. 276a *et seq.*), the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), and the Federal Funding Accountability and Transparency Act (FFATA) (<https://www.ftrs.gov>). The Parties further agree, in the case of any equipment and/or product authorized to be purchased under this Agreement, to comply with the Buy American Act 41 U.S.C. 8301-8305 (formerly 41 U.S.C. 10a-10c), if and as applicable. The Parties further agree to comply with any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201), as applicable, and 2 C.F.R. §200.322, as applicable.

The Parties also agree to comply with any applicable Federal environmental laws, which may include but are not limited to, The National Environmental Policy Act (42 U.S.C. § 4321 *et seq.*), The Endangered Species Act (16 U.S.C. § 1531 *et seq.*), Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 *et seq.*), Clean Water Act Section 404 (33 U.S.C. § 1344 *et seq.*), The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), Bald and Golden Eagle Protection Act (16 U.S.C. § 668 *et seq.*), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds, National Historic Preservation Act (16 U.S.C. § 470 *et seq.*), Clean Air Act (42 U.S.C. § 7401 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*) (Clean Water Act), Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”), the Flood Disaster Protection Act (42 U.S.C. § 4002 *et seq.*), Executive Order 11988 (“Floodplain Management”), Executive Order 13807 (“Establishing Discipline and Accountability in the Environmental Review and Permitting Process for Infrastructure Projects”), Executive Order 11990 (“Protection of Wetlands”), Executive Order 13112 (“Invasive Species”), The Coastal Zone Management Act (16 U.S.C. § 1451 *et seq.*), The Coastal Barriers Resources Act (16 U.S.C. § 3501 *et seq.*), The Wild and Scenic Rivers Act (16 U.S.C. § 1271 *et seq.*), The Safe Drinking Water Act (42 U.S.C. § 300 *et seq.*), The Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*), The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 *et seq.*), Executive Order 12898 (“Environmental Justice in Minority Populations and Low Income Populations”), Rivers and Harbors Act (33 U.S.C. 407), Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. 1431 *et seq.*), Executive



Order 13089 (“Coral Reef Protection”), Executive Order 13783 (“Promoting Energy Independence and Economic Growth”), Farmland Protection Policy Act (7 U.S.C. 4201 *et seq.*), and the Fish and Wildlife Coordination Act (16 U.S.C. 661 *et seq.*). PARISH must immediately notify CPRA in writing, pursuant to Article XXXVIII (“Designation of Points of Contact”), if PARISH becomes aware of any impact on the environment that was not noted in the approved application for the Grant Funds.

#### **ARTICLE XIV**

#### **GENERAL ADMINISTRATIVE AND FINANCIAL REQUIREMENTS**

PARISH shall comply with, and require any lower tier subrecipients, consultants, contractors and subcontractors employed in the completion of any activity, project or program conducted with the Grant Funds to comply with, all conditions of the Grant Funds as applicable, including but not limited to: (i) the Spill Impact Component grant program of the RESTORE Act identified in 33 U.S.C. §1321(t)(3); (ii) 31 C.F.R. Part 34, Subpart C – Eligible Activities for the Section 311(t) Gulf RESTORE Program Components, as applicable, Subpart F-Spill Impact Component and Subpart I-Agreements; (iii) the RESTORE Council’s [Recipient Proposal and Award Guide for Grant Recipients and Federal Interagency Agreement Servicing Agencies](#); (iv) the RESTORE Council’s Financial Assistance Standard Terms and Conditions; (v) any Special Award Conditions imposed by the RESTORE Council associated with the Grant Funds; and (vi) any CPRA Internal Agency Policies applicable to PARISH and/or to lower tier subrecipients, consultants, contractors, or subcontractors, and the provisions provided therein. All provisions contained in any of the above-cited laws, rules, regulations, guidelines, policies, or other documents, will be deemed incorporated by reference, as applicable, to this Agreement. Additionally, PARISH shall comply with the responsibilities of a pass-through entity described at 2 C.F.R. Part 200. PARISH further understands and agrees that should the duration of any Special Award Condition imposed by the RESTORE Council associated with the Grant Funds extend beyond the termination or expiration of this Agreement, all obligations identified in the Special Award Condition shall survive termination or expiration of this Agreement for any reason.

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

#### **ARTICLE XV**

#### **HOLD HARMLESS AND INDEMNITY**

The PARISH shall be fully liable for the actions of its successors, officers, directors, assigns, agents, representatives, employees, partners, lower tier subrecipients, consultants, contractors, subcontractors, and other persons under its control, and shall fully indemnify and hold the STATE and its successors, officers, directors, assigns, agents, representatives, employees, partners, lower tier subrecipients, consultants, contractors, subcontractors, and other

persons under its control, harmless from suits, actions, damages, and costs of every name and description relating to personal injury and/or damage to real or personal tangible property, caused by the negligence, failure to act or legal fault of the PARISH, its successors, officers, directors, assigns, agents, representatives, employees, partners, lower tier subrecipients, consultants, contractors, subcontractors, and other persons under its control, without limitation, except that the PARISH shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the negligent act or failure to act or legal fault of the STATE, and its successors, officers, directors, assigns, agents, representatives, employees, partners, lower tier subrecipients, consultants, contractors, subcontractors, and other persons under its control.

No Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties herein.

The obligations under this Section shall survive termination or expiration of this Agreement for any reason.

#### **ARTICLE XVI** **AMENDMENTS**

Notwithstanding any other provision herein, the Parties agree that any change to this Agreement shall require a written amendment, mutually agreed upon and signed by both Parties. The terms and conditions contained in this Agreement may not be amended, modified, superseded, subsumed, terminated, or otherwise altered except by mutual written consent of all Parties hereto and, if applicable, approved by the Division of Administration, Office of State Procurement.

#### **ARTICLE XVII** **OWNERSHIP**

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

**ARTICLE XVIII**  
**NO ASSIGNMENT**

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

**ARTICLE XIX**  
**FINANCIAL CAPABILITY**

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

PARISH shall, without the consent of STATE, make no changes to their laws, ordinances, rules, regulations, taxing structure, bylaws, or charter that would allow use of the funds committed to the Project for any purpose other than payment for or in relation to its costs for the Project as described in this Agreement and/or for any purpose inconsistent with the terms and conditions of any existing document pertaining to the Project, including this Agreement, and/or any future agreement(s).

PARISH agrees to take any and all appropriate steps to obtain funding for the responsibilities undertaken by PARISH pursuant to this Agreement and/or any future agreements(s) and for which STATE has not agreed to provide funding therefore. Should current or future revenues dedicated to the Project be insufficient to fulfill the obligations of the PARISH for the Project, PARISH is obligated to make reasonable good faith efforts to obtain or seek funding from other sources, including, but not limited to additional taxes, fees, tolls, grants, donations, legislative appropriations, reallocation of funds, or decreasing the cost or extent of other operations. Nothing herein shall prevent STATE from seeking additional funding to assist the BOARD, CPRA or PARISH with the responsibilities undertaken by any party pursuant to this Agreement.

**ARTICLE 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. The PARISH further certifies with its execution of this Agreement that it is not suspended, debarred or ineligible from entering into contracts or agreements with any department or agency of the State of Louisiana, or in receipt of notice of proposed debarment or suspension.

All Parties agree to secure from any subrecipient(s), consultant(s), contractor(s) and/or subcontractor(s) for the Project certification that such subrecipient(s), 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 subrecipient(s), consultant(s), contractor(s) and/or subcontractor(s) for the Project certification that such subrecipient(s), 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 subrecipient(s), consultant(s), contractor(s) and/or any subcontractor(s) associated with the Project being suspended, debarred or declared ineligible by any department or agency of the Federal Government, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this Agreement. The PARISH further agrees to provide immediate notice to the STATE in the event of it or its subrecipient(s), 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 subrecipients(s), consultant(s), contractor(s) and/or any subcontractor(s) is/are ineligible to enter into contracts with any department or agency of the Federal Government, either prior to or after execution of this Agreement, each Party reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Agreement pursuant to the terms of Article VIII in this Agreement, or take such other action it deems appropriate under this Agreement. Upon notice of suspension, debarment, or declaration that the PARISH and/or its subrecipient(s), consultant(s), contractor(s), and/or any subcontractor(s) is/are ineligible to enter into contracts with any department or agency of the State of Louisiana, either prior to or after execution of this Agreement, the STATE further reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Agreement pursuant to the terms of Article VIII in this Agreement, or to take such other action it deems appropriate under this Agreement.

## **ARTICLE XXII**

### **NO THIRD PARTY BENEFICIARY**

Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement as indicated herein or by operation of law.

## **ARTICLE XXIII**

### **RELATIONSHIP OF PARTIES**

- A. In the exercise of their respective rights and obligations under this Agreement, the PARISH and the STATE each act in an independent capacity, and no Party is to be considered the officer, agent, or employee of the other, unless otherwise provided by law.
- B. In the exercise of its rights and obligations under this Agreement, no Party shall provide, without the consent of the other Party, any subrecipient/consultant/contractor/subcontractor with a release that waives or purports to waive any rights the other Party may have to seek relief or redress against that subrecipient/consultant/contractor/subcontractor either pursuant to any cause of action that the other Party may have or for violation of any law.
- C. The participation by STATE in the Project shall in no way be construed to make the STATE a party to any contract between the PARISH, its subrecipient(s), consultant(s), contractor(s) and/or subcontractor(s) or between the STATE and any third party. The

participation by the PARISH in the Project shall in no way be construed to make PARISH a party to any contract between the STATE and/or either's subrecipient(s), consultant(s), contractor(s) and/or subcontractor(s), or any third party.

**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. 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 31 C.F.R. §34.803(a), and Section N.01.a. of the RESTORE Council's Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions, any indication of fraud, waste, abuse, or potentially any criminal activity pertaining to the Grant Funds shall be reported to the RESTORE Council, the U.S. Department of Treasury and the U.S. Treasury OIG.

**RESTORE Council**

Via Email to: [grantsoffice@restorethegulf.gov](mailto:grantsoffice@restorethegulf.gov); or

Via U.S. Mail: Grants Officer, Gulf Coast Ecosystem Restoration Council, 500 Poydras Street, Suite 1117, New Orleans, LA 70130



**U.S. Department of Treasury Office of Gulf Coast Restoration**

1500 Pennsylvania Ave., N.W.  
Washington, DC 20220-0001

Phone: 202-622-2136

Email: [Laurie.McGilvray@treasury.gov](mailto:Laurie.McGilvray@treasury.gov)

**U.S. Department of Treasury Office of Gulf Coast Restoration and the U.S. Treasury OIG**

Phone: 1-800-359-3898 (toll free)

Email: [Hotline@oig.treas.gov](mailto:Hotline@oig.treas.gov)

Online: Hotline Complaint Form: <https://www.treasury.gov/about/organizational-structure/ig/Pages/OigOnlineHotlineForm.aspx>

Additionally, in accordance with La. R.S. 24:523.1, any actual or suspected misappropriation, fraud, waste or abuse of public funds shall be reported to one of the following:

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

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

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

**ARTICLE 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.

**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**

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

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

**ARTICLE XXXI**  
**PROHIBITED ACTIVITY, CONFLICTS OF INTEREST AND CODE OF ETHICS**

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

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

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

## **ARTICLE XXXII**

### **COVENANT AGAINST CONTINGENT FEES**

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



**ARTICLE XXXIII**  
**SUBRECIPIENTS, CONSULTANTS, CONTRACTORS AND SUBCONTRACTORS**

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

**ARTICLE XXXIV**  
**COPYRIGHT**

The STATE reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, and to authorize others to do so. The PARISH also reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, and to authorize others to do so. The Parties also understand and agree that they shall abide by the provisions referenced in Section E.07 of the RESTORE Council's Financial Assistance Standard Terms and Conditions with respect to intangible property and shall not interfere with any rights retained by the RESTORE Council under Section E.07, including without limitation, the right of the RESTORE Council to reserve a royalty-free, perpetual, nonexclusive and irrevocable license 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 XXXV**  
**DRUG FREE WORKPLACE COMPLIANCE**

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

**ARTICLE XXXVI**  
**REMEDIES FOR NONCOMPLIANCE**

The PARISH acknowledges that any of the Grant Funds not used in accordance with the terms and conditions of this Agreement, local, state and federal law or conditions of a Federal award for the Grant Funds, shall be reimbursed to the STATE, and that any cost and expense in excess of the total Maximum CPRA Contribution, as agreed to by the STATE and set forth herein, shall be the sole responsibility of the PARISH. STATE shall also be entitled to any other remedies for noncompliance as provided in Section M of the RESTORE Council's Financial Assistance Standard Terms and Conditions.

If PARISH or its subrecipient(s), consultant(s), contractor(s), and/or subcontractor(s) fail to comply with Federal statutes, regulations or the terms and conditions of a Federal award for the Grant Funds, in addition to Termination for Cause or Termination for Convenience, the STATE may take one or more of the following actions, as appropriate in the circumstances: (a) temporarily withhold cash payments pending correction of the deficiency by PARISH or its subrecipient(s), 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 Grant Funds; (d) recommend that suspension or debarment proceedings be initiated under 2 C.F.R. part 180 and Federal awarding agency regulations; (e) withhold further Federal awards for the project or program; or (f) take other remedies that may be legally available. The PARISH shall be given a reasonable time in which to cure noncompliance. Any dispute may be resolved in accordance with the procedure set forth in Article XXIV ("Applicable Law, Venue and Disputes") of this Agreement.

**ARTICLE XXXVII**  
**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 XXXVIII**  
**DESIGNATION OF POINTS OF CONTACT**

The Parties designate the following persons to be their official contacts in relation to this Agreement. Any Party may change its contact person upon written notice to the other Party. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given, if in writing and delivered personally or sent by registered or certified mail as follows:

If to PARISH:

Guy McInnis  
President, St. Bernard Parish  
8201 W. Judge Perez Drive  
Chalmette, LA70043

If to the CPRA BOARD:

Kyle R. "Chip" Kline, Jr.  
Chairman  
Capitol Annex - State of Louisiana  
P.O. Box 44027  
Baton Rouge, LA 70804-4027  
225-342-7669



If to CPRA:

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

**ARTICLE XXXIX**

**EFFECTIVE DATE / DURATION / PERIOD OF PERFORMANCE / MODIFICATION /  
TERMINATION**

This Agreement shall be effective on [INSERT DATE OF GRANT AWARD] and will terminate on January 31, 2022, unless otherwise terminated or amended by written mutual agreement of all Parties or in accordance with the terms herein. All work performed by PARISH, or any of PARISH's subrecipients, consultants, contractor or subcontractors, under this Agreement must cease as of the performance end date specified in the Parish Matching Grant Application and Award or any amendments thereto. PARISH further understands and agrees that it will not be reimbursed for any work described in this Agreement that occurs after the performance end date specified in the Parish Matching Grant Application and Award or any amendments thereto.

Except as otherwise provided herein, the provisions, terms and conditions contained in this Agreement may not be amended, modified, superseded, terminated, or otherwise altered except by mutual written consent of all Parties hereto.

This Agreement may be executed in multiple originals.

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

**ST. BERNARD PARISH**

BY: \_\_\_\_\_

Guy McInnis, Parish President

DATE: \_\_\_\_\_

\_\_\_\_\_

(Parish’s Federal Identification Number)

**WITNESSES:**

\_\_\_\_\_

Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Print Name





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

**COASTAL PROTECTION AND RESTORATION AUTHORITY BOARD**

BY: \_\_\_\_\_

Kyle R. “Chip” Kline, Jr., Chairman

DATE: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_

Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Print Name

**STATE OF LOUISIANA**  
**PARISH OF ST. BERNARD**

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this \_\_\_\_\_ day of \_\_\_\_\_ 2020, personally came and appeared Guy McInnis to me known, who declared that he is the President of St. Bernard Parish, that he executed the foregoing instrument on behalf of said entity and that the instrument was signed pursuant to the authority granted to him by said entity and that he acknowledged the instrument to be the free act and deed of said entity.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Louisiana Notary Public / Bar Number

My commission expires: \_\_\_\_\_

(SEAL)





**STATE OF LOUISIANA**

**PARISH OF EAST BATON ROUGE**

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, personally came and appeared Kyle R. "Chip" Kline, Jr., to me known, who declared that he is the Chairman of the Coastal Protection and Restoration Authority Board, that he executed the foregoing instrument on behalf of said State Agency and that the instrument was signed pursuant to the authority granted to him by said State Agency and that he acknowledged the instrument to be the free act and deed of said State Agency.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Louisiana Notary Public / Bar Number

My commission expires: \_\_\_\_\_

(SEAL)

## **CERTIFICATION REGARDING LOBBYING**

### **CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

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

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

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

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

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

**DATE:** \_\_\_\_\_

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

**ATTACHMENT A**

**UNIFORM GUIDANCE SUBAWARD INFORMATION**

(i)	Subrecipient Name	Parish of St. Bernard
(ii)	Subrecipient Unique Entity Identifier:	[Insert Subrecipient DUNS #]
(iii)	Federal Award Identification Number (FAIN):	[Insert Federal Award Identification #]
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	[Insert date]
(v)	Subaward Period of Performance Start Date:	[Insert date]
	Subaward Period of Performance End Date:	[Insert date]
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	\$2,781,000
(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	\$2,781,000
(viii)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	\$2,781,000
(ix)	Federal Award Project Description:	Lake Lery Marsh Creation Project
(x)	Name of Federal Awarding Agency:	Gulf Coast Ecosystem Restoration Council
	Name of Pass-Through Entity:	Coastal Protection and Restoration Authority
	Contact Information for Awarding Official:	Vida Carver CPRA <a href="mailto:Vida.carver@la.gov">Vida.carver@la.gov</a>
(xi)	CFDA Number and Name:	87.052 Gulf Coast Ecosystem Restoration Council Oil Spill Impact Program

(xii)	Identification of Whether Subaward is R&D:	Not R&D
(xiii)	Indirect Cost Rate for Federal Award:	Not Applicable
	Subrecipient Indirect Costs:	Not Applicable



## **ATTACHMENT B**

### **LAKE LERY MARSH CREATION – PROJECT SUMMARY AND SCOPE OF WORK**

#### ***Purpose/objective***

As part of the Parish Matching Program, the Lake Lery Marsh Creation Project is one of six projects selected by CPRA for implementation to contribute to the overall economic and ecological recovery of the Gulf Coast.

Much of the shoreline of Lake Lery and the surrounding marsh has degraded over the past decade. Wind-induced waves in the lake have begun to further damage its already eroding shorelines, and the eastern edge of the lake has seen the greatest rate of retreat and loss of emergent marsh habitat. The proposed project would restore a portion of the damaged area on the eastern shoreline and provide additional fish and wildlife habitat. This project will restore marsh in an area that has experienced severe damage to natural ecosystems and wildlife and fisheries habitat by dredging and placing 39 acres of marsh in St. Bernard Parish, which is located in the Gulf Coast region. The proposed project: (1) will restore natural ecosystems, fisheries, and marine and wildlife habitat in the Gulf Coast region; and (2) mitigate damage to fish, wildlife, and natural resources.

#### ***Scope of work***

CPRA will oversee grants management of this project, while St. Bernard Parish Government (SBPG), through an Intergovernmental Agreement (IGA), will be the subrecipient of the project responsible for the bidding and construction.

The scope of work for the project includes the construction of Phase 2 of the Lake Lery Marsh Creation project, which was designed and permitted in 2015 using Coastal Impact Assistance Program (CIAP) funds. SBPG staff will secure right-of entry from property owners in the impacted area prior to construction. The procurement process for a contractor will commence once funding is secured and SBPG will have a contractor in place within approximately 4-6 months. Once construction is complete, St. Bernard Parish will provide as-built surveys and certification to CPRA that at least 29 acres of marsh has been created and at least 10 acres of marsh has been nourished. The marsh creation area will be surveyed no fewer than four times: pre-construction, post-construction, one-year post-construction, and 3-year post-construction. This data will be presented as a CAD drawing and will show whether the project goal of sustaining 2.5-foot marsh elevation at one-year post-construction is met. A vegetative survey will also be complete to determine whether the project goal of 80% coverage three-year post construction is met. Percent cover of the native vegetation community will be assessed annually for 3 years on the 39 acres of marsh platform during the growing season. Additional details on these activities are available in the Data Management Plan and Observational Data Plan. SBPG will subsequently monitor and maintain the project features at its own expense for the useful life of the project.

#### ***Project/Program Duration***

The anticipated start and end dates are February 3, 2020 through April 30, 2024, respectively.

### ***Leveraged funds***

Multiple funding sources will be used to complete the construction of the Lake Lery Marsh Creation project.

Federal Share Funding Sources and Amounts:

- RESTORE ACT Direct Component \$300,000
  - SBPG has requested this amount from Treasury
- RESTORE Act Spill Impact Component \$2,997,843.51
  - CPRA is requesting this amount from GCERC as part of the Parish Matching Program
  - SCP, as a subrecipient, will receive \$2,781,000 through an IGA

### ***Milestones***

Milestones for this project include: advertisement for bids, construction, project completion, and CPRA Grants and Project Oversight.

### ***Metrics***

One metric, HR013 – Wetland Restoration – acres restored, has been chosen for this project. This project will construct approximately 39 acres of marsh including creation of 29 acres and nourishment of 10 acres.

To ensure establishment of the 39 acres of marsh, a topographic survey will be conducted pre-construction, immediately post-construction, after year one, and again after year three. This data will be analyzed to show the difference in elevation over time. Vegetation surveys will also be conducted to determine percent cover of native vegetation and presence/absence of invasive species within the marsh creation area.

### ***Literature Cited***

Coastal Protection and Restoration Authority of Louisiana. 2017. Louisiana's Comprehensive Master Plan for a Sustainable Coast. Coastal Protection and Restoration Authority of Louisiana. Baton Rouge, LA. [http://coastal.la.gov/wp-content/uploads/2017/04/2017-Coastal-Master-Plan\\_Web-Single-Page\\_CFinal-with-Effective-Date-06092017.pdf](http://coastal.la.gov/wp-content/uploads/2017/04/2017-Coastal-Master-Plan_Web-Single-Page_CFinal-with-Effective-Date-06092017.pdf)

Meselhe, E. Reed, D. J., and Grace, A. O. 2017. 2017 Coastal Master Plan: Appendix C: Modeling Chapter 1 - Introduction. Version Final. (p. 28). Baton Rouge, Louisiana: Coastal

Protection and Restoration Authority. [http://coastal.la.gov/wp-content/uploads/2017/04/Appendix-C\\_chapter1\\_FINAL\\_3.16.2017.pdf](http://coastal.la.gov/wp-content/uploads/2017/04/Appendix-C_chapter1_FINAL_3.16.2017.pdf)

McMann, B., Schulze, M., Sprague, H, & Smyth, K. (2017) 2017 Coastal Master Plan: A3: Project Specific Attributes by Project Type (Restoration). Version Final. (pp. 1-19). Baton Rouge, Louisiana: Coastal Protection and Restoration Authority. [http://coastal.la.gov/wp-content/uploads/2017/04/Attachment-A3\\_FINAL\\_03.30.2017.pdf](http://coastal.la.gov/wp-content/uploads/2017/04/Attachment-A3_FINAL_03.30.2017.pdf)

Callaway, J., Hagen, S., Harris, C., Kimmerer, W., and Waldon, M. (2017). 2017 Coastal Master Plan: Attachment C5-1: Predictive Models Technical Advisory Committee Report. Version Final. (pp. 1-43). Baton Rouge, Louisiana: Coastal Protection and Restoration Authority. [http://coastal.la.gov/wp-content/uploads/2017/04/Attachment-C5-1\\_FINAL\\_03.13.2017.pdf](http://coastal.la.gov/wp-content/uploads/2017/04/Attachment-C5-1_FINAL_03.13.2017.pdf)

McMann, B., Schulze, M., Sprague, H, and Smyth, K. (2017). 2017 Coastal Master Plan: Appendix A: Project Definition. Version Final. (pp.1- 119). Baton Rouge, Louisiana: Coastal Protection and Restoration Authority. [http://coastal.la.gov/wp-content/uploads/2017/04/Appendix-A\\_FINAL\\_04.04.2017.pdf](http://coastal.la.gov/wp-content/uploads/2017/04/Appendix-A_FINAL_04.04.2017.pdf)

**ATTACHMENT C**  
**CONSTRUCTION COST ESTIMATE**

**Lake Lery Phase 2**  
**Construction Budget Estimate**

<b>Description</b>	<b>Unit</b>	<b>Cost</b>	<b>Quantity</b>	<b>Total</b>
Mobilization/Demobilization	-	\$500,000	-	\$500,000.00
Surveying	-	\$110,000	-	\$110,000.00
	Linear			
Containment Dike	Ft.	\$60.00	3300	\$198,000.00
	Cubic			
Hydraulic Dredging	Yd.	\$9.50	170000	\$1,615,000.00
Grade Stakes	Ea.	\$1,000.00	11	\$11,000.00
Settlement Plates	Ea.	\$3,000	1	\$3,000.00
Contingency (5%)	-	\$121,850	-	\$121,850.00
			<b>TOTAL:</b>	<b>\$2,558,850.00</b>
Construction Management.			<b>TOTAL:</b>	<b>\$141,150.00</b>
			<b>GR.</b>	
			<b>TOTAL:</b>	<b>\$2,700,000.00</b>



## ATTACHMENT D

### TASK BASED MONITORING REPORT

Task Description	Activities through Invoice Period*	Task Budget	Current Billing	Cumulative Billing	Remaining Balance	Percent Complete
Project Management		\$10,736.10				
Resident Inspection Fees		\$32,276.60				
Contracted Boat/Drone Operator Costs		\$36,000.00				
Bid Advertisement and Recordation Fees		\$1,987.30				
Construction Costs		\$2,700,000.00				
<b>TOTALS</b>						

\*Summarize activities undertaken during the reporting period including key milestones and any challenges that are impeding the ability to accomplish the approved scope.

Any problems encountered during the reporting period? If so, please explain

Certification: I certify to the best of my knowledge and belief that this report is correct and complete for performance of activities for the purposes set forth in the award documents.

PARISH Certifying Official

Signature:

\_\_\_\_\_

NAME:

DATE SIGNED

TITLE:

Approval of CPRA Contract Manager

Signature:

\_\_\_\_\_

NAME:

DATE SIGNED

**ATTACHMENT E**  
**APPENDIX II TO 2 C.F.R. PART 200**

# Code of Federal Regulations

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## Title 2 - Grants and Agreements

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Volume: 1

Date: 2014-01-01

Original Date: 2014-01-01

Title: Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Context: Title 2 - Grants and Agreements. Subtitle A - Office of Management and Budget Guidance for

Grants and Agreements. CHAPTER II - OFFICE OF MANAGEMENT AND BUDGET GUIDANCE. -

Reserved. PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.

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### Pt. 200, App. II

#### Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts

## ATTACHMENT F

### 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: \_\_\_\_\_

\_\_\_\_\_  
Guy McInnis, President  
St. Bernard Parish