



St. Bernard Parish Council

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

#16

Kerri Callais
*Councilmember
at Large*

Richard "Richie" Lewis
*Councilmember
at Large*

Gillis McCloskey
*Councilmember
District A*

Nathan Gorbaty
*Councilmember
District B*

Howard Luna
*Councilmember
District C*

Wanda Alcon
*Councilmember
District D*

**Manuel "Monty"
Montelongo III**
*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, APRIL 4, 2017 AT SEVEN O'CLOCK P.M.

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

RESOLUTION SBPC #1707-04-17

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT WITH THE LOUISIANA WILDLIFE AND FISHERIES DEPARTMENT TO RETAIN A PRIME CONTRACTOR TO CREATE A PRODUCTIVE OYSTER REEF ON PUBLIC OYSTER SEED GROUNDS TO OFFSET IMPACTS TO OYSTER AREAS RESULTING FROM ANY EXPOSURE TO DEEPWATER HORIZON OIL, DISPERSANT, AND RESPONSE ACTIVITIES.

WHEREAS, St. Bernard Parish Government has been afforded access to up to three point seven million dollars in state funding for above described project to be completed by a prime contractor, subcontractors and the Parish.

WHEREAS, it is in the best interest of the citizens of St. Bernard and Louisiana to have execute this project to create a productive oyster reef on public oyster seed grounds,

WHEREAS, the St. Bernard Parish Council decrees the attached Exhibit "A" is a proper and fair Cooperative Endeavor Agreement with the Louisiana Department of Wildlife and Fisheries.

NOW THEREFORE, BE IT RESOLVED, that the St. Bernard Parish Council, the governing authority of St. Bernard Parish, does hereby support the efforts of the Parish President in executing the Cooperative Endeavor Agreement with the Louisiana Department of Wildlife and Fisheries and authorizes signature of the Cooperative Endeavor Agreement.



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Extract #16 continued

April 4, 2017

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

YEAS: McCloskey, Gorbaty, Luna, Alcon, Montelongo, Callais

NAYS: None

ABSENT: None

The Council Chair, Mr. Lewis, cast his vote as **YEA**.

And the motion was declared **adopted** on the 4th day of April, 2017.

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, April 4, 2017.

Witness my hand and the seal
of the Parish of St. Bernard on
this 4th day of April, 2017.

ROXANNE ADAMS
CLERK OF COUNCIL

STATE OF LOUISIANA

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR, made and entered into this _____ day of _____, 2017 by and between the Department of Wildlife and Fisheries of the State of Louisiana, hereinafter referred to as the "State", and the St. Bernard Parish Government officially domiciled at 8201 W. Judge Perez Drive Chalmette, LA 70043; hereinafter referred to as the "Parish."

WITNESSETH:

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions ... may engage in cooperative endeavors with each other ...; "and

WHEREAS, the agency desires to cooperate with the Parish in the implementation of the Project as hereinafter provided;

WHEREAS, the public purpose is described as:

To create a productive oyster reef on public oyster seed grounds to offset impacts to oyster areas resulting from any exposure to Deepwater Horizon oil, dispersant, and response activities.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

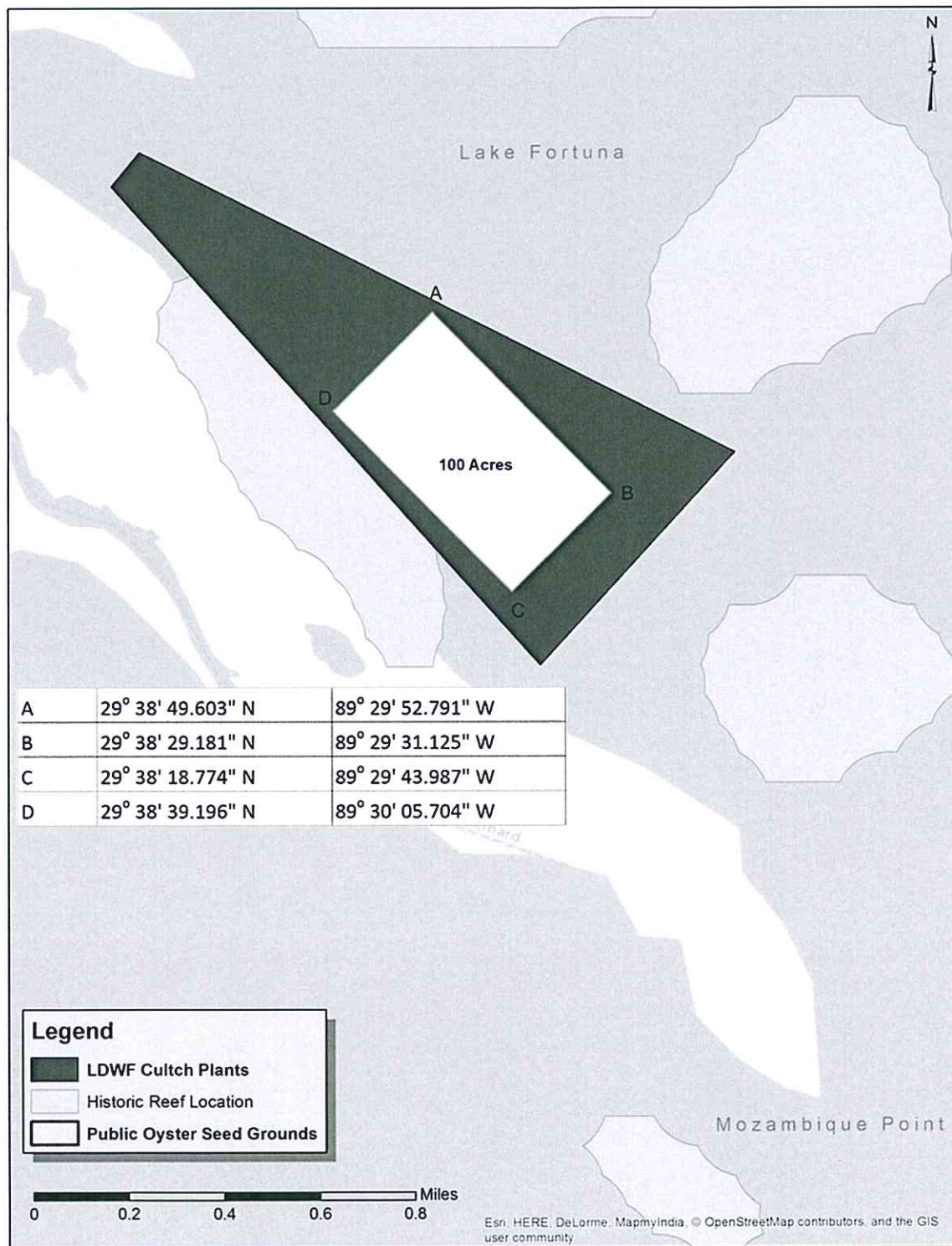
Scope of Services

The Parish hereby agrees to furnish the following services:

- Engaging a primary contractor to establish a 100-acre oyster cultch plant on a public oyster seed ground site designated by the State.
- Engaging additional contractors to provide support services associated with the project.
- Providing all administrative services associated with the project.

Location of Work

The project will be located within the Lake Fortuna Public Oyster Area as detailed in the map below:



Description of Work

The Parish will engage a primary contractor for the provision of the following proprietary services: (1) the mining and transport of fossilized oyster shells (22,600 tons) to the designated 100-acre site (oyster cultch plant) in St. Bernard Parish; (2) the even placement of said oyster shells on the bed of the entire oyster cultch plant; (3) the transport of fossilized oyster shells (1,356 tons) to a designated oyster hatchery; (4) the setting of spat and transport of said oyster shells from the oyster hatchery to a designated dock in St. Bernard Parish; and (4) the operation, maintenance, and monitoring of the oyster cultch plant for the life of the project. The Parish will separately engage other contractors for the provision of the following associated services: (1) the transport of spat-on-shell material (1,356 tons) from the designated dock in St. Bernard Parish to the designated nursery area in the oyster cultch plant; and (2) the transport and even placement of said spat-on-shell material across the entire oyster cultch plant. Spat-on-shell material will be deployed at a density that, after accounting for estimated mortality during deployment and growth, should result in 20 seed oysters per square meter. The Parish will also perform all administrative services associated with the project, including inspections; monitoring; reporting; and invoicing.

Payment Terms

In consideration of the services described above, state hereby agrees to pay the Parish a maximum fee of \$3,700,000. The maximum fee is based on:

- \$3,520,000 for the provision of the above noted proprietary scope of services performed by the primary contractor.
- \$80,000 for the provision of the above noted associated scope of services performed by other contractors.
- \$100,000 for the provision of the above noted administrative services performed by the Parish.
- The Parish may submit an initial invoice of up to \$50,000 for administrative costs incurred during project development. Said invoice may be submitted upon execution of this cooperative endeavor agreement. A final payment for the remaining balance available for administrative services will be made upon satisfactory review of the project completion report.

Payment will be made only on approval of the LDWF Marine Fisheries Division Administrator or duly authorized designee. The Parish will submit a monthly monitoring report and invoice for services provided by the primary contractor and other contractors in accordance with the provisions of the below Monitoring Plan.

The Parish may amend the above budget by notifying the State in writing. However, the Parish may not alter the scope of work or exceed the total budgeted cost of the project without amending this agreement.

In the event that progress towards the successful completion of this agreement is not undertaken by the Parish (ie. No remotely-set oysters are deployed), all funds paid to the Parish, minus documented expenses, shall be returned to the State upon written request.

Performance Measures

Performance will be measured by the amount of cultch material and spat-on-shell deployed. In addition to the amount deployed, performance will also be measured by the density of live seed oysters per square meter on the completed, with a target of 20 seed oysters per square meter. The contract will be considered successfully completed when LDWF estimates that the contracted amount of cultch and spat-on-shell material has been deployed.

Monitoring Plan

LDWF will assist in the direction and monitoring of cultch material placement along with spat-on-shell deployment and maintenance activities at the project site on Lake Fortuna. Weekly contact shall be made between the Parish and the LDWF project manager to inform the State of activities performed in conjunction with this project. In addition, the Parish shall submit a report to accompany each invoice for reimbursement as well as submit a completion report within 30 days of the termination of this agreement. These reports shall include summary information on project status, individuals/companies assisting with the project and the amount of cultch and spat-on-shell deployed to the project site in Lake Fortuna.

Fiscal Funding

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any 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 contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Funds for this project are from (.....) grant number (.....). The Parish is subject to all standard and special terms and conditions specified in the grant document.

Taxes

Parish hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Parish's obligation and identified under Federal tax identification number (.....)

Termination for Cause

The State may terminate this Contract for cause based upon the failure of the Parish to comply with the terms and/or conditions of the Contract; 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 of failure which cannot be corrected in thirty (30) days, begun in good faith and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Parish in default and the Contract shall 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 contract; provided that the Parish shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

Termination for Convenience

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Parish. The Parish shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Ownership

All records, reports, documents and other material delivered or transmitted to Parish by State shall remain the property of State, and shall be returned by Parish to State, at Parish's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Parish in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Parish to State, at Parish's expense, at termination or expiration of this contract.

Nonassignability

The Parish shall not assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Parish from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State and the Office of Contractual Review.

Auditors

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or other State auditors shall have the option of auditing all accounts of Parish which relate to this contract.

Record Retention

Contracting Party agrees to retain all books, records, and other documents relevant to this agreement and the funds expended hereunder for at least three years after final payment, or as required by applicable Federal law if Federal funds are used to fund this agreement.

Term of Contract

This contract shall begin on April 1, 2017 and shall terminate on June 30, 2018.

Personal Information Breach Notification

The Parish agrees to bear the entire cost of notification in the event a breach of personal information (such information can include first name or first initial and last name in combination with any one or more of the following data elements, when the name or the data element is not encrypted or redacted: social security number, driver's license number, account number, credit or debit card number, in combination with any required security code, access code or password that would permit access to an individual's financial account) occurs as a result of, or for reasons relating to this agreement when such breach is attributable, either in whole or part, to the action, negligence or failure to act on the part of the Parish.

Confidentiality Clause

All data and information, of any kind, provided by the State to the Parish for the purposes of carrying out this agreement shall remain the property of the State and is considered confidential. All such data and information shall not be released or disclosed by the Parish to any third parties, except:

- a. To subcontractors approved by the State, or
- b. As expressly authorized, in writing, by the State, or
- c. For data or information required to be released or disclosed pursuant to a valid court order.

Discrimination Clause

The Parish agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Parish agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Parish agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disabilities.

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

Validity Clause

This agreement is not valid (effective), and no legal obligation exists until all required signatures and approvals are obtained. This may include the Louisiana Department of Civil Service, and the Louisiana Division of Administration, Office of State Procurement, Professional Contracts.

It is the responsibility of the Parish to advise the department in advance if agreement funds or agreement terms may be insufficient to complete the agreement objectives.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day of (enter date).

PARISH SIGNATURES:

STATE AGENCY SIGNATURE:

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____