

ORDINANCE NO. 21-

The following Ordinance was offered by Council Member Cognevich who moved its adoption:

1 An Ordinance to amend the 2021 Manpower Structure and Operating Expenditure
2 Budget, General Fund, Interim Employee Training Department and Parish Council
3 District 8 Department; and otherwise to provide with respect thereto.

4 WHEREAS, after a review of the manpower needs of the Interim Employee Training Department,
5 it has been recommended to create and fund one Assistant Council Secretary position at an annual
6 salary of \$48,260; and

7 WHEREAS, an amendment to the 2021 General Fund, Operating Expenditure Budget is requested;

8 NOW, THEREFORE:

9 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

SECTION 1

11 The 2021 Manpower Structure, is amended by creating and funding one Assistant Council
12 Secretary position at an annual salary of \$48,260 in the Interim Employee Training department.

SECTION 2

14 The 2021 General Fund, Operating Expenditure Budget is amended as follows:

Fund: 001 General Fund			
Dept/Div: 533-2590 Interim Employee Training Department			
Object	Description	Inc/Dec	Amendment
510.005	Salaries & Wages-Regular	Inc	10,210
515.005	FICA Taxes	Inc	780

Fund: 001 General Fund			
Dept/Div: 210-2008 Parish Council Dist 8 Department			
Object	Description	Inc/Dec	Amendment
510.005	Salaries & Wages-Regular	Dec	(10,210)
515.005	FICA Taxes	Dec	(780)

SECTION 3

32 The Secretary of this Council is hereby authorized and directed to immediately certify and release
33 this Ordinance and that Parish employees and officials are authorized to carry out the purposes of
34 this Ordinance, both without further reading and approval by the Plaquemines Parish Council.

ORDINANCE NO. 21-

The following Ordinance was offered by Council Member Cognevich who moved for its adoption:

1 An Ordinance authorizing settlement of *Keiotia Brown-Watson v. Shelter Mutual*
2 *Insurance Company, Plaquemines Parish Government, Robert Jackson and*
3 *Tawanna Lambert*, matter number 19-6626 of the civil docket for the Civil District
4 Court for the Parish of Orleans; and to amend the 2021 General Fund, Operating
5 Expenditure Budget, Legal Judgments Department; and otherwise to provide with
6 respect thereto.

7 WHEREAS, this matter, in which plaintiff allegedly sustained personal injury in a motor vehicle
8 accident in Orleans Parish, with a Plaquemines Parish vehicle, operated by Parish employee Robert
9 Jackson, on or about July 7, 2018;

10 WHEREAS, this matter was consolidated with a companion lawsuit arising from the same
11 incident, entitled *Tawanna Lambert v. Plaquemines Parish Government and Robert Jackson*,
12 matter number 19-7054 of the civil docket of the Civil District Court for the Parish of Orleans,
13 which remains an active lawsuit against the Parish;

14 WHEREAS, the matter is now presented to the Council for approval and authority to conclude the
15 said settlement on the terms set forth below;

16 NOW THEREFORE:

17 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

SECTION 1

19 It hereby authorizes the settlement of this matter in the full amount of Fifteen Thousand Dollars,
20 \$15,000.00.

SECTION 2

22 The Parish President or his designee is now authorized to do all things necessary and proper to
23 complete the said settlement to compromise and close the litigation entitled *Keiotia Brown-Watson*
24 *v. Shelter Mutual Insurance Company, Plaquemines Parish Government, Robert Jackson and*
25 *Tawanna Lambert*, matter number 19-6626 of the civil docket for the Civil District Court for the
26 Parish of Orleans.

SECTION 3

28 The 2021 General Fund, Operating Expenditure Budget, Legal Judgments Department is amended
29 by appropriating \$15,000 from the General Fund Unreserved/Undesignated Fund Balance as
30 follows:

Fund: 001 General Fund			
Dept/Div: 431-2182 Legal Judgments Department			
Object	Description	Inc/Dec	Amendment
552.126	Judgments & Damages Brown-Watson	Inc	15,000

SECTION 4

39 The Secretary of this Council is hereby authorized and directed to immediately certify and release
40 this Ordinance and that Parish employees and officials are authorized to carry out the purposes of
41 this Ordinance, both without further reading and approval by the Plaquemines Parish Council.

RESOLUTION NO. 21-

The following Resolution was offered by Council Member Cognevich who moved its adoption:

1 A Resolution giving preliminary approval to the issuance of not exceeding Eight
2 Million Dollars (\$8,000,000) of Revenue Anticipation Notes of the Parish of
3 Plaquemines, State of Louisiana; providing certain terms of said Notes; making
4 application to the State Bond Commission for approval of said Notes; and providing
5 for other matters in connection therewith.
6

7 WHEREAS, Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950,
8 as amended (the "Act"), authorizes political subdivisions of the State of Louisiana to pay their current
9 expenses by anticipating their revenues for the year and to borrow money to pay these current expenses
10 in anticipation of such revenues; and
11

12 WHEREAS, the Parish of Plaquemines, State of Louisiana (the "Parish" or the "Issuer") may need to
13 borrow to continue to provide essential public services; and
14

15 WHEREAS, the Parish Council of the Parish of Plaquemines, State of Louisiana, desires to incur debt
16 and issue not exceeding Eight Million Dollars (\$8,000,000) of its Revenue Anticipation Notes (the
17 "Notes"), in the manner authorized and provided by the Act, for the purpose of paying current
18 operations, in anticipation of the revenues of the Issuer for the current fiscal year ending December 31,
19 2021, said Notes to mature on or before March 31, 2022, and to bear interest at a rate not to exceed six
20 per centum (6%) per annum; and
21

22 WHEREAS, the Issuer desires to make formal application to the State Bond Commission for approval
23 of the above described borrowing;
24

25 NOW, THEREFORE:

26 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT:

27 SECTION 1. Preliminary Approval of Revenue Anticipation Notes. Preliminary
28 approval is given to the indebtedness of not exceeding Eight Million Dollars (\$8,000,000) in the
29 aggregate, by the Issuer, to be evidenced by one or more Revenue Anticipation Notes (the "Notes"),
30 pursuant to Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, and
31 other constitutional and statutory authority, to bear interest from date thereof at a rate not to exceed six
32 per centum (6%) per annum, and to mature on or before March 31, 2022, for the purpose of paying
33 current operations of the Issuer in anticipation of the revenues of the Issuer for the current fiscal year.

34 The Notes shall be secured by and payable from a pledge of the Issuer's revenues for the fiscal year
35 ending December 31, 2021.

36 SECTION 2. State Bond Commission. Application be and the same is hereby
37 formally made to the State Bond Commission, Baton Rouge, Louisiana, for its consent and authority
38 to issue and sell the Notes, and a certified copy of this resolution shall be forwarded to the State Bond
39 Commission on behalf of the Issuer, together with a letter requesting the prompt consideration and
40 approval of this application. By virtue of applicant/issuer's application for, acceptance and utilization
41 of the benefits of the Louisiana State Bond Commission's approval(s) resolved and set forth herein, it
42 resolves that it understands and agrees that such approval(s) are expressly conditioned upon, and it
43 further resolves that it understands, agrees and binds itself, its successors and assigns to, full and
44 continuing compliance with the "State Bond Commission Policy on Approval of Proposed Use of
45 Swaps, or other forms of Derivative Products Hedges, Etc.", adopted by the Commission on July 20,
46 2006, as to the borrowing(s) and other matter(s) subject to the approval(s), including subsequent
47 application and approval under said Policy of the implementation or use of any swap(s) or other
48 product(s) or enhancement(s) covered thereby.

49 SECTION 3. Employment of Bond Counsel. This Governing Authority finds and
50 determines that a real necessity exists for the employment of special counsel in connection with the
51 issuance of the Notes, and accordingly, Foley & Judell, L.L.P., of New Orleans, Louisiana, as Bond
52 Counsel, is hereby employed to do and perform work of a traditional legal nature as bond counsel with
53 respect to the issuance and sale of said Notes. Said Bond Counsel shall prepare and submit to the
54 Issuer for adoption all of the proceedings incidental to the authorization, issuance, sale and delivery of
55 such Notes, shall counsel and advise the Issuer as to the issuance thereof and shall furnish its opinions
56 covering the legality of the issuance of the Notes. The fee of Bond Counsel for each series of said notes

57 shall be fixed at a sum not exceeding the fee allowed by the Attorney General's fee guidelines for such
 58 bond counsel work in connection with the issuance of revenue bonds and based on the amount of said
 59 notes actually issued, sold, delivered and paid for, plus "out-of-pocket" expenses, said fees to be
 60 contingent upon the issuance, sale and delivery of said notes. The Parish President is hereby authorized
 61 and directed to execute, and the Issuer hereby agrees to and accepts the terms of, the engagement letter
 62 of Bond Counsel attached as Exhibit "A" hereto. A certified copy of this resolution shall be submitted
 63 to the Attorney General of the State of Louisiana for his written approval of said employment and of
 64 the fees herein designated, and the finance director of the Parish is hereby empowered and directed to
 65 provide for payment for the work herein provided for upon completion of the work herein specified
 66 and under the conditions herein enumerated.

67 This Resolution having been submitted to a vote, the vote thereon was as follows:

	YEAS:	NAYS:	ABSENT:	ABSTAINING:
69				
70 John L. Barthelemy, Jr.	_____	_____	_____	_____
71 W. Beau Black	_____	_____	_____	_____
72 Corey Arbourgh	_____	_____	_____	_____
73 Dr. Stuart J. Guey, Jr	_____	_____	_____	_____
74 Benedict Rousselle	_____	_____	_____	_____
75 Trudy Newberry	_____	_____	_____	_____
76 Carlton M. LaFrance, Sr.	_____	_____	_____	_____
77 Richie Blink	_____	_____	_____	_____
78 Mark "Hobbo" Cognevich	_____	_____	_____	_____

80
 81 And the Resolution was declared adopted on this, the 25th day of March, 2021.
 82
 83

84 _____
 85 Council Secretary

_____ Chairman

EXHIBIT A

March 25, 2021

Honorable Kirk M. Lepine, President
Plaquemines Parish
333 F Edward Hebert Blvd., Building 100
Belle Chasse, Louisiana 70037

Re: Proposed Revenue Anticipation Notes, of the Parish
of Plaquemines, State of Louisiana

Dear Mr. Lepine:

The purpose of this engagement letter is to set forth certain matters concerning the role we will serve and the legal services we will provide as bond counsel to the Parish of Plaquemines, State of Louisiana (the "Issuer") in connection with the issuance of the captioned notes (the "Notes"). We understand that the Notes will be issued for the purpose (the "Project") described in the resolution adopted by the Plaquemines Parish Council (the "Governing Authority"), acting as the governing authority of the Issuer, on March 25, 2021.

As bond counsel, we will prepare and submit to the Governing Authority for adoption all of the legal proceedings required for the authorization, issuance, sale and delivery of the Notes and provide advice of a traditional legal nature as to the issuance and sale of the Notes. Our job is principally to render certain opinions to the Issuer regarding (i) the validity of the Notes under applicable Louisiana law and (ii) other matters as may be applicable. The bond opinion will be based on facts and law existing as of its date. In rendering such opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to our firm without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws and other resolutions relating to the Notes. During the course of this engagement, we will rely upon the staff of the Issuer and the members of the Governing Authority to provide us with complete and timely information on all developments pertaining to any aspect of the Notes.

In our engagement as bond counsel, we will:

- Confer with members of the working group, including you and other officials of the Issuer, relating to the Project and review legal issues relating to the structure of the Note issue;

- Prepare the Preliminary Approval Resolution and Issuing Note Resolution and all related financing documents (collectively, the "Note Documents");
- Attend meetings of the Governing Authority at which the Note Documents are adopted;
- Prepare the application for approval of the issuance of the Notes by the State Bond Commission and attend the State Bond Commission meeting at which such approval will be considered;
- Prepare the closing index and various closing certificates, including the Tax Compliance Certificate, and supervise the execution of certain closing documents by the various parties thereto;
- Prepare and file Internal Revenue Service Form 8038-G, as required by Federal law;
- Prepare the Notes and supervise their execution and authentication;
- Prepare complete transcripts of record covering the issuance of the Notes and furnishing the transcripts to various parties in connection therewith; and
- Submit applicable post-closing reports to the State Bond Commission.

Our fee as bond counsel is based upon the terms, structure, size and schedule of the financing, the services provided, and the responsibilities assumed; however, our fee will not exceed that permitted by guidelines set forth by the Attorney General of the State of Louisiana and is subject to his approval. Our fee as bond counsel is a "contingent fee," meaning you are required to pay for our legal services only in the event the Notes are actually sold and delivered. Other vendors or members of the working group may charge additional fees or costs for their services.

We will continue to serve as bond counsel until the delivery of the Notes; however, the Issuer and our firm each have the right to terminate this engagement at any time after providing reasonable advanced written notice, subject to the applicable rules of professional responsibility. Upon conclusion or termination of our representation of the Issuer, papers and property furnished by the Issuer will be returned promptly upon request.

Please note that we are not municipal advisors, and we do not render financial advice or other financial services to the Issuer; however, in the course of providing traditional legal services, we may provide factual information to the Issuer that is not specifically tailored to the Notes or that does not rise to the level of a recommendation concerning a course of action. We will, however, analyze and advise the Issuer regarding the legal ramifications of the structure, timing, terms and other provisions of the Notes, as these functions are essential to developing a plan of finance.

Applicable ethical rules in Louisiana prohibit us from undertaking this representation if we represent another party that is directly adverse to the Issuer or if there is a significant risk that other considerations will materially limit our representation of the Issuer. As you are aware, our firm represents the State of Louisiana and many other political subdivisions, including others in Plaquemines Parish. At this time, we do not believe any other current or past engagement of our firm adversely affects our ability to represent the Issuer as provided in this letter; however, we invite you to discuss any concerns you have with us.

In the interest of facilitating our services to you, we may (i) send documents, information or data electronically or via the Internet or (ii) store electronic documents or data via computer software applications hosted remotely or utilize cloud-based storage. Confidential electronic documents or data of the Issuer may be transmitted or stored using these methods. We may use third party service providers to store or transmit these documents or data. In using these electronic communication and storage methods, we employ reasonable efforts to keep such communications, documents and data secure in accordance with our obligations under applicable laws, regulations, and professional standards; however, the Issuer recognizes and accepts that we have no control over the unauthorized interception or breach of any communications, documents or data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or by our third party service providers. By acceptance of this letter, the Issuer consents to our use of these electronic devices and applications and submission of confidential client information to or through third party service providers during this engagement.

If this letter is acceptable to the Issuer, please so indicate by executing below and returning a copy to us, retaining an original for your files. We appreciate the opportunity to serve the Issuer and look forward to working with you.

FOLEY & JUDELL, L.L.P.

By: _____
M. Jason Akers, Partner

ACCEPTED AND APPROVED:

PARISH OF PLAQUEMINES, STATE OF LOUISIANA

By: _____
Name: Kirk M. Lepine
Title: Parish President

Dated: March 25, 2021

STATE OF LOUISIANA

PARISH OF PLAQUEMINES

I, the undersigned Secretary of the Parish Council of the Parish of Plaquemines, State of Louisiana, do hereby certify that the foregoing pages constitute a true and correct copy of a resolution adopted by said Parish Council on March 25, 2021, giving preliminary approval to the issuance of not to exceed Eight Million Dollars (\$8,000,000) of Revenue Anticipation Notes of the Parish of Plaquemines, State of Louisiana; providing certain terms of said Notes; making application to the State Bond Commission for approval of said Notes, and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature on this, the 25th day of March, 2021.

Secretary

ORDINANCE NO. 21-

The following Ordinance was offered by Council Member Cognevich who moved its adoption:

1 An Ordinance to amend the Five Year Capital Improvements Plan, Pump Station
2 Repairs Parishwide Project and otherwise to provide with respect thereto.

3 WHEREAS, a review of the Five Year Capital Improvements Plan was performed and an amendment
4 is necessary;

5 NOW, THEREFORE:

6 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

7 SECTION 1

8 The Five Year Capital Improvements Plan is amended by appropriating \$650,000 to the Pump Station
9 Repairs Parishwide Project from the Coastal Restoration Fund Unreserved/Undesignated Fund
10 Balance; funding year, 2021.

11 SECTION 2

12 The Secretary of this Council is hereby authorized and directed to immediately certify and release this
13 Ordinance and that Parish employees and officials are authorized to carry out the purposes of this
14 Ordinance, both without further reading and approval by the Plaquemines Parish Council.

ORDINANCE NO. 21-

The following Ordinance was offered by Council Member Barthelemy who moved its adoption:

1 An Ordinance to amend the 2021 Manpower Structure and Operating Expenditure
2 Budget, Ferries-General Department, and otherwise to provide with respect thereto.

3 WHEREAS, after a review of the manpower needs of the Ferry Department, it has been
4 recommended to fund one Ferry Captain III position at an annual salary of \$49,958 plus benefits;
5 fund one Chief Ferry Engineer position at an annual salary of \$47,108 plus benefits; and to fund
6 two Deckhand positions at an annual salary of \$22,882 plus benefits, each position; and

7 WHEREAS, it is necessary to amend the 2021 Operating Expenditure Budget, Ferries-General
8 Department;

9 NOW, THEREFORE:

10 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

SECTION 1

12 The 2021 Manpower Structure, is amended by funding one Ferry Captain III position at an annual
13 salary of \$49,958 plus benefits; fund one Chief Ferry Engineer position at an annual salary of
14 \$47,108 plus benefits; and to fund two Deckhand positions at an annual salary of \$22,882 plus
15 benefits, each position, in the Ferry Department.

SECTION 2

17 The 2021 General Fund, Operating Expenditure Budget, Ferries-General Department is amended
18 by appropriating \$_____ from the General Fund Unreserved/Undesignated Fund Balance and
19 \$_____ from the Fund Balance Designated for Emergencies, as follows:

Fund: 001 General Fund			
Dept/Div: 735-4370 Ferries-General Department			
Object	Description	Inc/Dec	Amendment
510.005	Salaries & Wages-Regular	Inc	120,850
515.005	FICA Taxes	Inc	1,750
516.105	Retirement	Inc	14,800
517.005	Group Insurance Health	Inc	56,320
527.640	Rentals/Leases Uniforms	Inc	5,770

SECTION 3

33 The Secretary of this Council is hereby authorized and directed to immediately certify and release
34 this Ordinance and that Parish employees and officials are authorized to carry out the purposes of
35 this Ordinance, both without further reading and approval by the Plaquemines Parish Council.

ORDINANCE NO 21-

The following ordinance was offered by Council Member Arbourgh who moved its adoption:

1 An Ordinance to amend and adjust the fee schedule for emergency medical services
2 provided by the Plaquemines Parish Ambulance Department; and otherwise to
3 provide with respect thereto.
4

5 WHEREAS, the emergency medical service fees charged by the Parish have not be revised since
6 2017 and the cost to the Plaquemines Parish Government to provide said services increases every
7 year and the demand for increased services has added additional burdens and costs; and
8

9 WHEREAS, the Administration recommends that emergency medical service fees be amended to
10 keep up with the increased costs and services, in order to continue to provide Parish residents with
11 emergency medical services; and
12

13 WHEREAS, the Council desires to adopt the proposed recommendations;
14

15 NOW, THEREFORE:

16
17 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:
18

SECTION 1

19
20
21 It hereby adopts the following fee schedule for emergency medical services provided by an
22 ambulance of the Ambulance Department:
23

24 Base Rate – BLS Emergency	\$1,202.00
25 Base Rate – ALS Emergency	\$1,429.00
26 Base Rate – ALS2 Emergency	\$1,984.00
27 First Aid Charge – No Transport	\$ 204.00
28 Mileage Charge	\$ 23.00 per mile added to minimum charge

SECTION 2

29
30
31
32 This Ordinance shall become effective on June 1, 2021 and supersede Ordinance No. 17-72.
33

SECTION 3

34
35
36 The Secretary of this Council is hereby authorized and directed to immediately certify and release
37 this Ordinance and that Parish employees and officials are authorized to carry out the purposes of
38 this Ordinance, both without further reading and approval by the Plaquemines Parish Council.

ORDINANCE NO. 21-

The following Ordinance was offered by Council Member Newberry who moved its adoption:

1 An Ordinance approving a plan of resubdivision of the property of Live Oak
2 Plantation Development, LLC, Plaquemines Parish, Louisiana, as shown on the
3 Map of Resubdivision, Tracts GR-1B and JR-1-A, into Lots GR-1B1, GR-1B2 and
4 GR-1B3, Live Oak Plantation, by Bryant Hammett and Associates certified by
5 Hugh McCurdy, III, P.L.S., dated December 28, 2020, the owners having fulfilled
6 all the requirements of the Subdivision and Resubdivision Ordinance of the Parish
7 of Plaquemines without cot to the Plaquemines Parish Government or the Parish of
8 Plaquemines; and otherwise to provide with respect thereto.

9
10 WHEREAS, Live Oak Plantation Development, LLC, as owners of property situated in the Parish
11 of Plaquemines, State of Louisiana, as shown on Map of Resubdivision Tracts GR-1B and JR-1-
12 A, into Lots GR-1B1, GR-1B2, and GR-1B3, Live Oak Plantation, by Bryant Hammett and
13 Associates, certified by Hugh McCurdy, III, P.L.S., dated December 28, 2020, a copy whereof is
14 annexed hereto and made part hereof; and

15
16 WHEREAS, Live Oak Plantation Development, LLC, as owners of said property have proposed
17 the resubdivision of the said property into Lots GR-1B1, GR-1B2, and GR-1B3 as more fully
18 shown on said map; and

19
20 WHEREAS, all streets, utilities, drainage structures and other improvements shown on the
21 aforementioned map of survey are in place; and

22
23 WHEREAS, the owner/developer understands that he and subsequent owners of the property is
24 responsible for the cost, installation, maintenance or improvements of the sewerage and water
25 infrastructure to connect to the public utilities shown on the aforementioned map; and

26
27 WHEREAS, the owner/Developer understands that he and subsequent owners of the property will
28 be responsible for the maintenance of future and all existing non-dedicated streets, roads, right of
29 ways, utilities, drainage and structures and other improvements shown on the aforementioned plan
30 and plat of survey are in place; and

31
32 WHEREAS, the Plaquemines Parish Government accepts no responsibility or liability for the
33 construction, maintenance or improvements of any future or now existing non-dedicated streets,
34 roads, right of ways, utilities, drainage structure and other improvements that may be shown on
35 the aforementioned plan and plat of survey; and

36
37 WHEREAS, the owner/developer and subsequent owners of the property shall be responsible for
38 the construction and maintenance of future and all existing non-dedicated streets, roads, rights of
39 ways, utilities, drainage structures and other improvements that may be shown on the
40 aforementioned plan and plat of survey;

41
42 NOW, THEREFORE:

43
44
45 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

SECTION 1

46
47
48
49 The aforesaid Map of Resubdivision, Tracts GR-1B and JR-1-A, into Lots GR-1B1, GR-1B2 and
50 GR-1B3, Live Oak Plantation by Bryant Hammett and Associates, certified by Hugh McCurdy,
51 III, P.L.S., dated December 28, 2020, a print whereof is annexed hereto and made a part hereof, is
52 hereby approved, and that the approval of the Parish President, Directors and all appropriate Parish
53 Department Heads of the aforesaid plan and plat of survey be ratified.

SECTION 2

54
55
56
57 The Parish President be and is hereby authorized to appear before a Notary Public, and execute
58 the approved aforesaid plan or resubdivision of owner as depicted on plan and plat of survey by

59 Bryant Hammett and Associates certified by Hugh McCurdy, III, P.L.S., dated December 28, 2020,
60 for the Parish of Plaquemines and the Plaquemines Parish Government, and to execute any and all
61 acts and documents necessary and proper in the premises to give full force and effect to aforesaid
62 Ordinance.

63

64

SECTION 3

65

66 The Plaquemines Parish Government accepts no responsibility or liability for construction,
67 maintenance or improvements of any future or now existing non-dedicated streets, roads, right of
68 ways, utilities, drainage structures and other improvements that may or may not be shown on the
69 aforementioned plan and plat of survey or later developed.

70

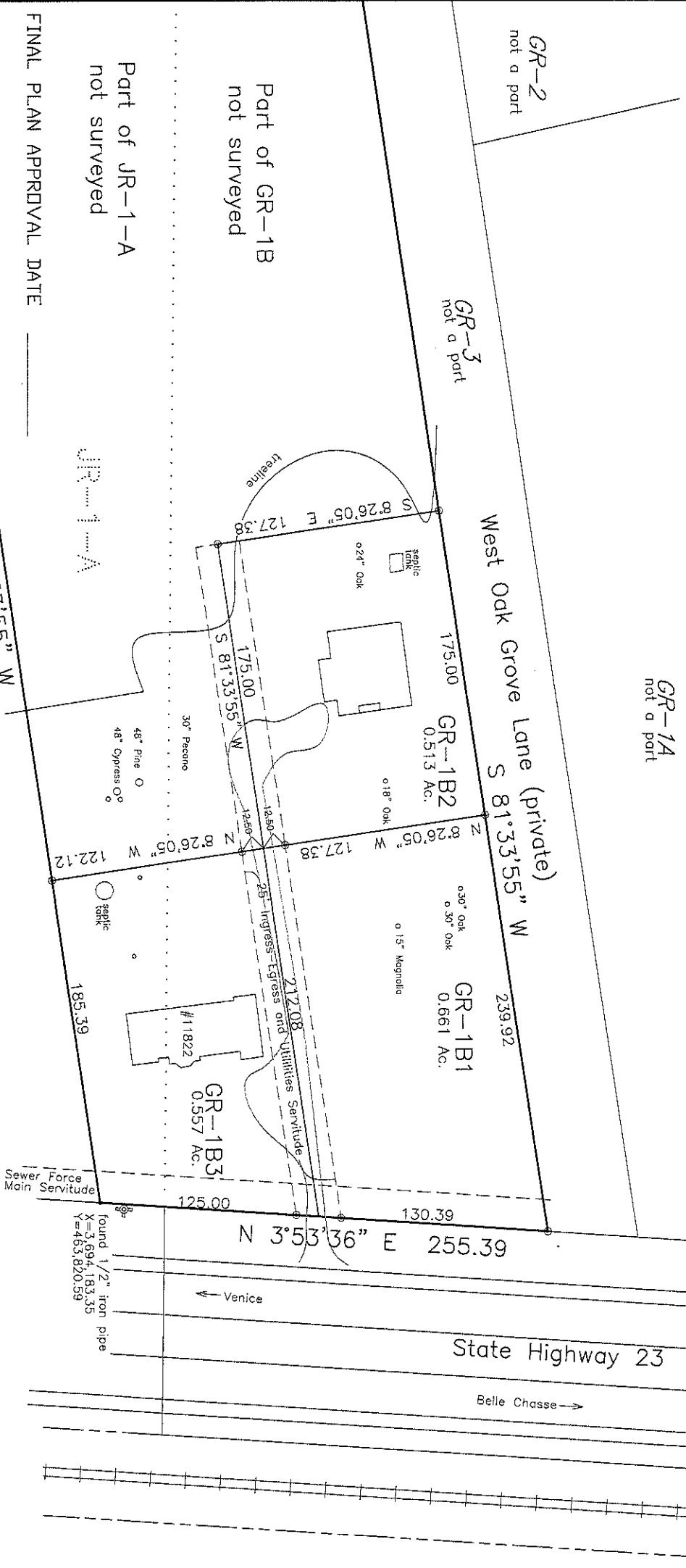
71

SECTION 4

72

73 The Council Secretary is hereby authorized and directed to immediately certify and release this
74 Ordinance and that Parish employees and officials are authorized to carry out the purposes of this
75 Ordinance, both without further reading and approval by the Plaquemines Parish Council.

Plaquemines Parish, La.
T 15 S R 24 E
Section 9



Part of GR-1B
not surveyed

Part of JR-1-A
not surveyed

FINAL PLAN APPROVAL DATE _____

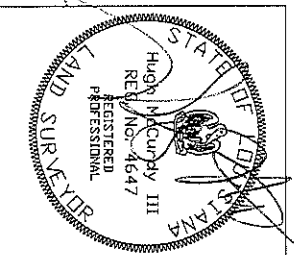
ORDINANCE No. _____

APPROVED _____
DIRECTOR OF OPERATIONS

APPROVED _____
PRESIDENT OF PLAQUEMINES
PARISH GOVERNMENT

NOTES:

- 1) Bearings are based on Louisiana State Plane Coordinate System (South Zone NAD83, 2011).
- 2) Subject property lies in FEMA Zone B in accordance with FIRM 220139045B dated March 1, 1985.
- 3) This is to certify that this survey was done by me or under my direct supervision and control, that it was done on the ground and was done in accordance with the most recent standards of practice for boundary surveys as set forth by the Louisiana Professional Engineers and Land Surveyors Board and that the accuracy specifications and positional tolerances are based on class _____ surveys indicated in the above standards.



MAP OF RESUBDIVISION
Portion of Tracts GR-1B & JR-1-A
into Lots GR-1B1, GR-1B2 & GR-1B3
Live Oak Plantation

**Bryant Hammitt
And Assoc., L.L.C.**
6885 Highway 84 West
Ferriday, Louisiana 71334
(318) 757-6576

8637 Highway 23, Suite C
Belle Chasse, La. 70037
(504) 391-2835 hmcurdy@bhc-engineers.com

NO.	DESCRIPTION	BY

Amended

Scale: 1" = 60'

Prepared at the request of
Live Oak Plantation, LLC

Date: 12/28/2020
File No.: _____

ORDINANCE NO. 21-

The following Ordinance was offered by Council Member Newberry who moved its adoption:

1 An Ordinance to authorize the construction of the Jesuit Bend Levee Lift Project
2 on existing NOV-NF-W-04a hurricane back levee along the West bank of the
3 Mississippi River between Oakville and La Reussite in Plaquemines Parish; to
4 authorize the Parish President to do all things necessary and proper to obtain the
5 needed permits and acquire necessary easements, rights-of-ways or servitudes
6 through amicable negotiations or through expropriation, if required, and sign an
7 Intergovernmental Agreement with the State of Louisiana through CPRA; and
8 amend the Five Year Capital Improvements Plan, Oakville to LaReussite Back
9 Levee Project; and otherwise to provide with respect thereto.

10
11 WHEREAS, the State of Louisiana through the Coastal Protection and Restoration Authority
12 Board (CPRA) agrees to fund construction of the Jesuit Bend Levee Lift as described in “Exhibit
13 A,” attached hereto, pursuant to a proposed Intergovernmental Agreement (IGA), attached hereto
14 as “Exhibit B,” with Plaquemines Parish Government; and

15
16 WHEREAS, Plaquemines Parish Government is nearing completion of the design and engineering
17 portion of the Jesuit Bend Levee Lift pursuant to Ord. No. 15-48; and

18
19 WHEREAS, pursuant to the IGA, Plaquemines Parish Government will be responsible for 100%
20 of non-construction activities, including but not limited to the acquisition costs of all servitudes,
21 easements, right-of-ways; construction administration, supervision, and inspection; quality
22 assurance services; overall project management and design engineering services during
23 construction; and, operation, maintenance, repair, rehabilitation and replacement after
24 construction; and

25
26 WHEREAS, the State of Louisiana, through the Coastal Protection and Restoration Authority, will
27 provide \$10,000,000.00 in funding to Plaquemines Parish Government for construction of the
28 Jesuit Bend Levee Lift, consistent with the terms of the IGA; and

29
30 WHEREAS, the Parish Administration has estimated that \$1,500,000 of Parish funds are needed
31 to carry out the Parish’s obligations under IGA; and

32
33 WHEREAS, Plaquemines Parish Government, on its behalf and on behalf of the West Bank Levee
34 District, will seek to acquire necessary servitudes, easements or rights of way for this project from
35 affected landowners through amicable negotiations and/or, if necessary, through expropriation
36 proceedings;

37
38 NOW, THEREFORE:

39
40 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

41
42 style="text-align: center;">SECTION 1

43
44 The Five Year Capital Improvements Plan is amended by appropriating \$10,000,000 to the
45 Oakville to LaReussite Back Levee Project from the Coastal Protection and Restoration Authority
46 (CPRA); funding year, 2021.

47
48 style="text-align: center;">SECTION 2

49
50 The Five Year Capital Improvements Plan is amended by appropriating \$1,500,000 to the Oakville
51 to LaReussite Back Levee Project from the following projects: funding year 2021.

52

53 Dredging and Mitigation Bank-District 7 Project	1,364,368.90
54 Land Rights Investigation Project	7,691.81
55 Series 2012-General Project	3,119.75
56 Diversion/Lamp Project	66,477.41
57 Vegetative Ridge & Marsh Creation-Reach A, B-1, C & I Proj	<u>58,342.13</u>
58 style="text-align: right;"> TOTAL	1,500,000.00

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SECTION 3

It hereby authorizes the Parish President to enter into the Intergovernmental Agreement, attached hereto as Exhibit B for construction of the Jesuit Bend Levee Lift with the State of Louisiana, through the Coastal Protection and Restoration Authority Board.

SECTION 4

It hereby authorizes Plaquemines Parish Government, on its behalf and on behalf of the Westbank Levee District to acquire necessary servitudes, easements or rights of way through amicable negotiations with affected landowners and/or through expropriation proceedings, if required.

SECTION 5

The Secretary of this Council is hereby authorized and directed to immediately certify and release this Ordinance and that Parish employees and officials are authorized to carry out the purposes of this Ordinance, both without further reading and approval by the Plaquemines Parish Council

EXHIBIT A
BA-0243 JESUIT BEND LEVEE LIFT SCOPE OF WORK

The project area is comprised of the existing NOV-NF-W-04a, hurricane back levee along the West bank of the Mississippi River between Oakville and La Reussite in Plaquemines Parish, Louisiana.

The project scope consists of a maintenance lift along the entire 8.1 miles of NOV-NF-W-04a. The specific work for each of the reaches within the levee system is described as follows:

Reach 1 - The earthen levee will be raised an average of 2.45 feet to elevation 11.2 from station 1005+72 to station 1062+00, including replacement of the existing slope paving at the Oakville Pump Station floodwall tie-in.

Reach 2a - The earthen levee will be raised an average of 2.5 feet to elevation 11.5 from station 1062+00 to station 1101+89 and an average of 3.0 feet to elevation 12.0 from station 1101+89 to station 1131+89.

Reach 2b - The earthen levee will be raised an average of 2.0 feet to elevation 12.0 from station 1131+89 to station 1172+12.

Reach 3 - The earthen levee will be raised an average of 1.5 feet to elevation 13.5 from station 1172+12 to station 1212+31.

Reach 4 - The earthen levee will be raised an average of 1.7 feet to elevation 13.5 from station 1212+31 to station 1357+50, including the replacement of existing slope paving at the floodwall tie-ins at the Ollie Pump Station. No work will be performed to the Ollie Pump Station floodwall located between station 1244+47 and station 1248+48. At the American Midstream and Chalmette Liquids pipeline crossing, the existing sheet pile tie-ins will be removed and replaced with I-wall transitions and the existing slope paving will be replaced. The existing T-wall at the pipeline crossing from station 1308+34 to station 1310+74 will not be modified.

Reach 5 - The earthen levee will be raised an average of 3.0 feet to elevation 13.5 from station 1357+50 to the La Reussite Siphon discharge at station 1423+00 including replacement of the existing slope paving at the floodwall tie-in.

There will be no work outside of the existing USACE levee right-of-way.



INTERGOVERNMENTAL AGREEMENT

BETWEEN

STATE OF LOUISIANA,

**THROUGH THE COASTAL PROTECTION AND RESTORATION AUTHORITY
BOARD**

AND

PLAQUEMINES PARISH GOVERNMENT

REGARDING

JESUIT BEND LEVEE LIFT (BA – 0243)

AND

EMPIRE LOCKS SILT REMOVAL

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”), is entered into and effective on _____, 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 the Plaquemines Parish Government (hereinafter referred to as the “PPG”) represented by its duly authorized President, Kirk Lepine (the STATE and PPG 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, therefore, the BOARD directs CPRA to administer and implement the obligations undertaken by the BOARD pursuant to this Agreement; and

WHEREAS, under Louisiana Constitution Article VI, Sections 38 and 39, LA R.S. 38:281, LA R.S. 38:301(A), 38:306(A)&(C), 38:325, 38:513 and LA R.S. 38:330.2, and in accordance with the Plaquemines Parish Charter for Local Self-Government, Article 1 Sections 2.01, 2.03 and 2.04, the Parish of Plaquemines shall succeed to and be vested with all the rights, revenues, resources, jurisdiction, powers, authority, functions, and duties of such levee district including construction, maintenance, operation and care and inspection of levees, levee drainage,

flood protection, and hurricane flood protection and all other things incidental thereto, within the jurisdiction of the levee authority established by Louisiana law and the levee districts within the territorial jurisdiction of an authority shall devolve on the boards of commissioners of the respective levee authority and the levee districts within the territorial jurisdiction of an authority; and

WHEREAS, the Plaquemines Parish Government (“PPG”) is the governing body of Plaquemines Parish, with the authority of a local political subdivision to enter into agreements with governmental bodies, such as the BOARD and/or CPRA, for the public welfare, health, safety, and good order of Plaquemines Parish by virtue of the specific authority granted in its Home Rule Charter and Article VII, Section 14 of the Louisiana Constitution; and

WHEREAS, under La. R.S. 38:281 et seq., R.S. 38:301, and La. Const. Article VI, Part III, the construction, maintenance, and care and inspection of levees, and all other things incidental thereto, within the jurisdiction of the numerous levee districts and levee authorities established by Louisiana law shall devolve on the levee districts and levee authorities and the boards of commissioners of the respective levee districts and levee authorities; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of reducing the risk of harm to citizens and damage to property in Plaquemines Parish against Mississippi River flooding as well as tidal flooding and hurricane storm surges from water bodies that surround Plaquemines Parish, by construction of Jesuit Bend Levee Lift (BA-0243) (“Project” or “Levee Lift; NOV-NF-W-4, Oakville to La Reussite and MRL 179”) and for the purpose of performing maintenance to remove silt from the Empire Locks so the gates may be exercised in the event of a storm event; and

WHEREAS, the Projects are integrated coastal protection projects eligible for funding under Section 105 the Gulf of Mexico Energy Security Act (GOMESA) Act of 2006 (Title I of Division C of Public Law 109-432; 43 U.S.C. 1331 *et seq.*; 120 Stat. 3000), 30 C.F.R. Parts 219 and 1219, Louisiana Constitution Article VII, Sections 9(B), 10.1 and 10.2, and La. R.S. 49:214.5.4(E); and

WHEREAS, the Projects are consistent with the STATE’S 2017 Coastal Master Plan and Fiscal Year 2021 Annual Plan, and is identified as eligible for allocation of proposed GOMESA funding, contingent upon funding being made available to the STATE for the Project; and

WHEREAS, during the construction phase, the STATE and PPG will mutually develop a specific operation, maintenance, repair, rehabilitation and replacement (OMRR&R) plan for the Jesuit Bend Levee Lift; and

WHEREAS, PPG will be responsible for 100% of the OMRR&R of the Jesuit Bend Levee Lift, but may enter into cooperative agreements or other sub-agreements in accordance with the Constitution and laws of the State of Louisiana with other local sponsors for the performance of PPG’s OMRR&R obligations under the agreement; and

WHEREAS, PPG will be responsible for 100% of the Construction Administration, Supervision and Inspection, and Quality Assurance (QA) services, project management support during construction and design engineering services during construction of the Jesuit Bend Levee Lift project; and

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

WHEREAS, the STATE and PPG, 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 terms, conditions, and responsibilities to be performed by the PPG and the STATE in the Jesuit Bend Levee Lift which will benefit Plaquemines Parish by increasing the elevation of the existing Non-Federal Levee (NFL) within the Jesuit Bend polder to the highest level possible.

Furthermore, this Agreement is intended to address the limited removal of silt from the Empire Locks by PPG which will benefit Plaquemines Parish by making the exercising of the gates in the case of a storm event possible.

B. Identification.

For the purpose of administration, identification and record keeping, State Project Number BA-0243 is assigned to this Project. This number will be used to identify all Project costs.

ARTICLE II
PROJECT DESCRIPTION

I. The objectives for the Jesuit Bend Levee Lift BA-0243 project is to increase the elevation of the existing 8.1 miles of Non-Federal Levee (NFL) to the highest level possible with a straddle-type levee lift. This work will take place within the Jesuit Bend Polder between Oakville and La Reussite/Naomi Siphons.

A. The PPG will perform the following scope of work for the Jesuit Bend Levee Lift Project:

1. Preparing the site, including demolition, clearing, and grubbing the location;
2. Construction of levee improvements;
3. Seeding and fertilizing the Project once construction is complete if necessary.

B. The PPG's Jesuit Bend Levee Lift 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 Attachment A.
2. Land rights:
 - a. PPG understands and agrees that the costs of determining the necessary land rights, easements, rights-of-way, relocations, disposal areas, and servitudes (LERRDS) needed for construction and Operation, Maintenance, Repair, Rehabilitation and Replacement (OMRR&R) are not eligible for reimbursement under this Agreement and that PPG 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. PPG also understands and agrees that PPG is responsible for 100% of any Project cost associated with acquisition of LERRDS, whether permanent or temporary in nature. PPG understands and agrees that these costs are not eligible for reimbursement under this Agreement.
- 3. PPG is responsible for acquiring any and all local, state, and federal permits required for completion and OMRR&R of the project including but not limited to, Letters of No Objection, Coastal Use Permits, and Section 404 and 408 permits. Upon request by CPRA, PPG shall submit copies of applicable permits to CPRA prior to initiating a regulated/permitted construction activity.
- 4. Access Roadways – Planning, design & construction of any access roads that may be necessary.
- 5. PPG will be responsible for 100% of the Construction Administration, Safety and Inspection, and QA services, project management support during construction and design engineering services during construction.
- 6. With regard to the scope of this Agreement, PPG 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, and response. PPG understands and agrees that these costs are not eligible for reimbursement under this Agreement.
- 7. Development of OMRR&R - The STATE and PPG shall develop a specific operation and maintenance, repair, rehabilitation and replacement (OMRR&R) plan for the completed Project, including but not limited to the Jesuit Bend Levee Lift Project, under which plan the PPG will be responsible for 100% of the OMRR&R for the Project, upon completion of construction.
 - a. The OMRR&R Plan must be approved by CPRA at the completion of construction.
 - b. The OMRR&R 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 OMRR&R 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.
- 8. Requests for Reimbursement for Change Orders – requests for reimbursement for construction change orders that exceed the original awarded construction contract amount shall be submitted to CPRA for review and approval in advance of work being performed. Approval of such requests for reimbursement shall be at CPRA’s sole discretion.
- 8. Engineer of Record:
 - a. The Engineer of Record for the project shall be retained by PPG for construction administration and design engineering services during construction for the duration of the project.

II. PPG, through a contractor, will mobilize equipment and personnel to the Empire Flood Gate on the river side of Locks. The work will consist of setting up a barge and dive spread in the channel with the gates in the open position. Divers will dredge out sediment that has built up in the gate storage area. This will allow the gates to be closed if necessary in the event of a storm. The work shall be performed in accordance with the scope of work found in Attachment C.

ARTICLE III
PROJECT FUNDING

This Agreement shall be administered as follows:

- A. The STATE, through CPRA, shall provide to the PPG, a maximum of up to **\$10,000,000.00** for the Project from qualified revenues generated from Outer Continental Shelf oil and gas activity provided to the STATE under GOMESA (the “GOMESA Funds”). Any additional funds required for completion of the project, including but not limited to, design, construction administration, safety and inspection, shall be the sole responsibility of the PPG. The The GOMESA Funds available to PPG for the completion of the Project are as follows: **\$10,000,000.00** in Fiscal Year 2021, contingent upon receipt of funding from GOMESA and the funding being included in the STATE’S Fiscal Year 2021 Annual Plan approved by the Louisiana Legislature. The funding will be provided on a reimbursement basis to the PPG 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 Project Budget Estimate is provided in **Attachment B**, which is attached hereto and incorporated herein. This is intended to be a reasonable cost estimate; actual quantities, hours, and hourly rates shall be billed as incurred not to exceed the maximum Project cost as specified herein.
- B. The funding for the silt removal project in this agreement shall be limited to a maximum of \$45,000.00 which shall be drawn from the maximum total budget of \$10,000,000.00 allocated under the above subsection A to the Jesuit Bend Levee Lift Project. A scope of work and estimated budget are included as Attachment C.
- C. All funding expended for these Projects shall be used for the purposes stated herein, in accordance with constitutional and statutory restrictions on the use of the GOMESA Funds for public purposes and federal funds, and in accordance with all applicable state and federal statutes, laws, rules and regulations. The use of Project funding shall at all times be consistent with sound construction practices, and engineering principles and practices as may be directed and defined by the CPRA Engineering Division. All funding shall be subject to Article XIX 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, as necessary for both projects in this agreement:
 - a) Develop the Intergovernmental Agreement with associated terms and conditions for reimbursement to the PPG of up to **\$10,000,000.00** total maximum amount for the Construction Phase for the Jesuit Bend Levee Lift Project. A one-time maximum allocation of \$45,000.00 will be allowed for the maintenance of the Empire Locks (NOV-14) for removal of silt. The \$45,000 will be deducted from the overall Project cost of the Jesuit Bend Levee Lift Project. In order to be reimbursed for the \$45,000, PPG must show proof that they have entered into an OMR&R agreement with DOTD for the NOV-14 project.
 - b) Provide funding on a reimbursable basis for Construction of the Project and completion of the maintenance on the Empire Locks.
 - c) Provide appropriate personnel for consultation as required.
 - d) Provide access to relevant construction resources required in the performance of the work.
 - e) At its discretion, perform secondary review of Final (95%) Plans and Specifications. The PPG has primary responsibility to review and provide comments on the Final (95%) Plans and Specifications. PPG also has responsibility to provide Ready for Bid Contract Documents incorporating all comments.

- f) At its discretion, perform secondary review of bids prior to contract award. The PPG 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 PPG.
- i) At its discretion, attend the pre-construction meeting, bi-weekly construction progress meetings, and final inspection if requested by the PPG.

At its discretion, perform secondary review/approval of any change orders proposed during construction prior to incurring charges

2. The PPG, or its agent, will perform the following, as necessary, for both projects listed in this agreement:

- (a) Perform the construction in accordance with CPRA minimum design standards, and accepted sound engineering principles as delineated in the Design Criteria to be developed by PPG within 30 days of execution of this Agreement, which shall be updated throughout the term of this Agreement. and the terms and conditions of this Agreement.
- (b) PPG is responsible for acquiring any and all local, state, and federal permits required for construction and OMRR&R of the project including but not limited to, Letters of No Objection, Coastal Use Permits, and Section 408 permits. Upon request by CPRA, PPG shall submit copies of applicable permits to CPRA prior to initiating a regulated/permitted construction activity.
- (c) Oversight of contracted work to perform any tasks listed above and in accordance with the following:
 - (i) Scopes of Work issued by PPG and the associated costs to be incurred by PPG to contractors/subcontractors/consultants or other third parties for work pertaining to the Project using the GOMESA 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 PPG 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 PPG. A minimum period of 2 weeks is required by CPRA for review.
 - (iii) Upon request of PPG in writing, CPRA, in its sole discretion, may complete its review in less than 2 weeks.
 - (iv) Upon request of CPRA, PPG will provide any design documents to CPRA.
 - (v) Provide any Right of Entry Requests submitted to PPG by the USACE for Jesuit Bend Levee Lift (BA-0243) Project.
 - (vi) The PPG will provide CPRA a monthly report that will include status of the work performed, funds expended by task, project schedule with percent completion, and tasks or milestones not completed with explanation and the proposed solution to get the project back on schedule.
- (d) Receive, review, approve, and pay invoices from consultants/contractors/subcontractors/ vendors on a timely basis and in accordance with this Article IV and Article VI and all applicable state, federal, and local laws.
- (e) Submit invoices to CPRA for reimbursement. PPG and its contractor shall certify that the work covered by the application for payment has been performed or completed in accordance with the Scope of Work or Contract Documents, as applicable.,

- (f) Provide any progress schedules/work directives as may be necessary to facilitate the Project.
- (g) The PPG shall adhere to all applicable state and federal funding requirements and guidelines, as well as to all terms and conditions of this Agreement and the PPA. At CPRA's sole discretion, PPG's failure to adhere to these requirements may result in withholding no payment to PPG.

B. Public Bid

When a public works work item/task is of a scope and magnitude that is beyond the construction capabilities of the PPG or exceeds the contract limit allowed by state law, the work may be procured in accordance with state law. In such a case and as applicable, the PPG 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 PPG shall submit a copy of the complete package of Contract Documents with its written request for authority to advertise.
2. The PPG will solicit bids for the materials, labor, and equipment needed to perform 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 PPG 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 PPG shall submit to the STATE, through CPRA, copies of the three (3) lowest bidder's proposals and proof of advertising. The PPG'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 PPG may then award and execute the 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 PPG 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 PPG 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.

C. Construction

During the construction period of the Jesuit Bend Levee Lift, the PPG or its agent will document construction with monthly status reports that summarize the progress, identify any potential or actual problems associated with compliance with the real estate acquisition contract, and describe any field changes or change orders. The BOARD, through CPRA shall receive copies of these reports by the 10th calendar day of each month and be invited to preconstruction

conferences and all construction progress meetings. The PPG will immediately notify CPRA of any delays or specific environmental concerns.

The work for the Jesuit Bend Levee Lift shall be performed in accordance with **Attachment A** and all Engineering Design Documents, Plans, and Specifications shall be in accordance with the CPRA minimum design standards and accepted sound engineering principles as delineated in the Design Criteria to be developed by PPG as provided in Article IV, A.2 (a). These documents shall be prepared by or under the direct supervision of a professional engineer licensed in the discipline of civil engineering and registered in the State of Louisiana in accordance with 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

1. The PPG 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 for each listed project:

- a. Prior to reimbursement of costs for either project, the PPG shall render detailed monthly invoices for payment of work performed and payments made 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** (Monthly Monitoring Reports), along with the following:
 - i. Monthly contracted services summary;
 - ii. Documentation relative to transactions with and payments made to landowners for acquisition of necessary real property interests, including copies of all appropriation resolutions, deeds, titles, or other acquisition documentation and proof of recordation thereof;
- b. Copies of all recorded time sheets/records for contractors/ subcontractors/vendors shall be included in the detailed monthly invoices;
- c. Invoices shall be certified by the PPG's contractor/ subcontractor/vendor and another properly designated official representing the PPG as being correct and completed in accordance with the Contract Documents; and
- d. 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 PPG; and
- e. Written certification required in Article IV.A.2(a); and,
- f. Written certification that all Federal statutes, laws, rules, and regulations, that apply to GOMESA have been met; and,
- g. Any other Project-related documents requested by CPRA

2. The PPG shall provide to the STATE, a copy of a Resolution passed by its Board of Commissioners authorizing its execution of this Agreement.

3. The PPG 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, surveys, test results, land rights documents, design documents, plans, and specifications, as-built drawings, and OMRR&R Plan generated for the Project in accordance with this Agreement. However, in the event that the PPG needs to publicly bid any portion of the work for this Project, the PPG 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

All costs incurred by the PPG, which are directly related to the work described herein, will be eligible for reimbursement in accordance with established guidelines and in accordance with Articles III, IV and V herein.

The PPG will be reimbursed 100% up to an amount not to exceed a maximum of up to **\$10,000,000.00**, subject to the terms and conditions set forth herein, for all costs, needed to fully complete the Projects as described in Article IV. However, it is the intent of this Agreement that reimbursement shall not exceed the original awarded contract value for the contract between the PPG and their contractor.

All costs associated with Construction Administration and QA services, project management support during construction, design engineering services during construction, landrights, and permitting are to be borne by PPG and are not eligible for reimbursement.

The PPG shall pay all contractor/subcontractor/vendor invoices, and the STATE through CPRA, shall reimburse the PPG for its payments to the contractor/subcontractor/vendor, provided that PPG shall provide the deliverables referenced in Article V to the State, through CPRA's Project Manager identified in Article VII. Subject to any other terms of this Agreement, in no case shall the sum total of payments made by the STATE, through CPRA, to the PPG exceed **\$10,000,000.00** for the initial term of this Agreement.

The PPG 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 PPG for costs of work not completed in accordance with the standards set forth in Article IV.A.2.

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 Projects shall in no way be construed to make the STATE a party to any contract between the PPG and its 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 Projects by the STATE. The Project Manager for this Project shall be Jaskaran Singh, P.E., or his designee. The STATE shall provide the PPG 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 PPG 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.

PPG agrees to abide by the requirements of all applicable state and federal statutes, laws, rules, and regulations, including but not limited to assurance that all documentation shall be sufficient to meet any requirements set by the Federal Government relative to GOMESA, including without limitation, 2 C.F.R. part 200, including but not limited to 2 C.F.R. part 200, Subpart F “Audit Requirements”, and the Department of Interior’s Bureau of Ocean Energy Management Office of Natural Resources, Revenue’s regulations relative to the GOMESA Funds at 30 C.F.R. Parts 219 and 1219. PPG and its consultants/contractors/subcontractors shall act in good faith to supply the STATE and/or the United States Department of Interior with any supporting material or documentation needed for release of the GOMESA Funds or for legal compliance.

The PPG and its consultants/contractors/subcontractors shall maintain all documents, papers, books, field books, accounting records, appropriate financial records and other evidence, including electronic records that are pertinent to the GOMESA 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 Interior’s Office of Inspector General (DOI OIG), and the Government Accountability Office (GAO); however, prior to disposal of any Project data for the Project, the PPG 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, DOI OIG, and the GAO shall have the authority to audit all records and accounts of the STATE and the PPG which relate to this Agreement, and those of any subcontractors which relate to this Agreement. Any audit shall be performed in accordance with R.S. 24:513 *et seq.* and/or 2 C.F.R. part 200, Subpart F “Audit Requirements”, as applicable. PPG further agrees to make available to the Office of the Governor, Division of Administration, the Office of the Inspector General the DOI OIG, and the GAO any documents, papers or other records, including electronic records of PPG that are pertinent to the GOMESA Funds, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to PPG’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 PPG, and any 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 PPG, or by the PPG 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 PPG, the STATE assumes no responsibility to provide extensive document review for any documents received from PPG or its consultants/contractors/subcontractors or to determine the completeness or accuracy of any such documentation. The PPG and its consultants/contractors/subcontractors shall also be responsible for, and assure, compliance with all applicable state and federal statutes, laws, rules, and regulations in carrying out any of its obligations under this Agreement.

PPG shall assist CPRA with any audit reporting required by 2 C.F.R. 200. The Parties further agree that they will comply with 2 C.F.R. part 200, Subpart F “Audit Requirements”.

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

ARTICLE VIII
TERMINATION FOR CAUSE

The STATE may terminate this Agreement for cause based upon the failure of PPG to comply with the terms and/or conditions of the Agreement; provided that the STATE shall give the PPG written notice specifying the PPG's failure. If within thirty (30) days after receipt of such notice, the PPG 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 PPG in default and the Agreement may terminate on the date specified in such notice.

The PPG 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 PPG 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 PPG. The PPG may likewise terminate this Agreement at any time by giving thirty (30) days written notice to the STATE. The PPG 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 PPG incurs which are directly associated with the termination, modification, or change of any underlying 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
ALLOWABLE COSTS

Costs that result from obligations incurred by PPG 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 PPG 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 XI
NON-DISCRIMINATION CLAUSE

The Parties agrees 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 XII
COMPLIANCE WITH FEDERAL LAW

The Parties and any of their consultants, contractors and subcontractors employed in the completion of any construction-related activity, project or program conducted with the GOMESA 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.frs.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). 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.*). PPG must immediately notify CPRA in writing, pursuant to Article XXXVII, if PPG becomes aware of any impact on the environment that may impact the use of GOMESA Funds for the Project.

ARTICLE XIII

GENERAL ADMINISTRATIVE AND FINANCIAL REQUIREMENTS

PPG shall comply with, and require any consultants, contractors and subcontractors employed in the completion of any activity, project or program conducted with the GOMESA Funds to comply with, all conditions of the GOMESA Funds, including but not limited to: (i) GOMESA, (ii) all applicable provisions of 2 C.F.R. 200, (iii) 30 C.F.R. Parts 219 and 1219, (iv) La. R.S. 49:214.5.4(E), and (v) any CPRA Internal Agency Policies applicable to PPG and/or to consultants, contractors and 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.

PPG shall also be responsible for payment of all applicable taxes related to the GOMESA Funds.

ARTICLE XIV

HOLD HARMLESS AND INDEMNITY

The PPG shall be fully liable for the actions of its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control, and shall fully indemnify and hold the STATE and its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, 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 PPG, its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control, without limitation, except that the PPG 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, consultants, contractors, subcontractors, vendors, 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 XV
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.

ARTICLE XVI
OWNERSHIP

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

ARTICLE XVII
NO ASSIGNMENT

The PPG 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 PPG 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 XVIII
FINANCIAL CAPABILITY

PPG hereby acknowledges and certifies that it is aware of the financial obligations of the PPG under this Agreement and that PPG will have the financial capability to satisfy the obligations of the PPG under this Agreement, including but not limited to its obligations for OMRR&R of the Project, under the terms of the PPA and applicable law.

PPG agrees to take any and all appropriate steps to obtain funding for the responsibilities undertaken by PPG 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 PPG for the Project, PPG 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 PPG with the responsibilities undertaken by any Party pursuant to this Agreement.

Nothing herein shall constitute, nor be deemed to constitute, an obligation of the future appropriations by the Legislature of the State of Louisiana or Plaquemines Parish Government, where creating such an obligation would be inconsistent with Article 3, Section 16(A) of the 1974 Constitution of the State of Louisiana, Article 7 of the Charter of Local Self –Governance for

Plaquemines Parish, Louisiana and the Louisiana Local Government Budget Act, La. R.S. 39:1301, et seq., as applicable. However, this paragraph shall not apply to payment of reimbursements by PPG to CPRA derived from reimbursements from USACE or other sources as contemplated by this agreement.

ARTICLE XIX
FISCAL FUNDING CLAUSE

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Louisiana Legislature 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 XX
CERTIFICATION OF DEBARMENT / SUSPENSION STATUS

All Parties certify with their execution of this Agreement that it is not suspended, debarred or ineligible from entering into contracts or agreements with any department or agency of the Federal Government, or in receipt of notice of proposed debarment or suspension. The PPG further certifies with its execution of this Agreement that it is not suspended, debarred or ineligible from entering into contracts or agreements with any department or agency of the State of Louisiana, or in receipt of notice of proposed debarment or suspension.

All Parties agree to secure from any consultant(s), contractor(s) and/or subcontractor(s) for the Project certification that such consultant(s), contractor(s) and/or subcontractor(s) are not suspended, debarred or declared ineligible from entering into contracts with any department or agency of the Federal Government, or in receipt of a notice of proposed debarment or suspension. The Parties further agree to secure from any consultant(s), contractor(s) and/or subcontractor(s) for the Project certification that such consultant(s), contractor(s) and/or subcontractor(s) are not suspended, debarred or declared ineligible from entering into contracts with any department or agency of the State of Louisiana, or in receipt of a notice of proposed debarment or suspension.

All Parties agree to provide immediate notice to the other Party in the event of it or its consultant(s), contractor(s) and/or any subcontractor(s) associated with the Project being suspended, debarred or declared ineligible by any department or agency of the Federal Government, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this Agreement. The PPG further agrees to provide immediate notice to the STATE in the event of it or its consultant(s), contractor(s) and/or any subcontractor(s) being suspended, debarred or declared ineligible by any department or agency of the State of Louisiana, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this Agreement.

Upon notice of suspension, debarment, or declaration that either Party and/or its consultant(s), contractor(s) and/or any subcontractor(s) is/are ineligible to enter into contracts with any department or agency of the Federal Government, either prior to or after execution of this Agreement, each Party reserves the right to review cause for said debarment, suspension, or

declaration of ineligibility, and to terminate this Agreement pursuant to the terms of Article VIII in this Agreement, or take such other action it deems appropriate under this Agreement. Upon notice of suspension, debarment, or declaration that the PPG and/or its consultant(s), contractor(s), and/or any subcontractor(s) is/are ineligible to enter into contracts with any department or agency of the State of Louisiana, either prior to or after execution of this Agreement, 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 XXI
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 XXII
RELATIONSHIP OF PARTIES

- A. In the exercise of their respective rights and obligations under this Agreement, the PPG 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 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 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 PPG, consultant(s), contractor(s) and/or subcontractor(s) or between the STATE and any third party. The participation by the PPG in the Project shall in no way be construed to make PPG a party to any contract between the STATE and/or either's consultant(s), contractor(s) and/or subcontractor(s), or any third party.

ARTICLE XXIII
APPLICABLE LAW, VENUE AND DISPUTES

This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. Before any Party to this Agreement may bring suit in any court concerning any issue relating to this Agreement, such Party must first seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties. The exclusive venue for any suit arising out of this Agreement shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, Louisiana.

ARTICLE XXIV
DELAY OR OMISSION

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

ARTICLE XXV
REPORTING OF FRAUD, WASTE, ABUSE OR CRIMINAL ACTIVITY

In accordance with 2 C.F.R. §200.113, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the GOMESA Funds shall be reported in writing to the U.S. Department of Interior and U.S. Department of Interior Office of Inspector General.

Online: Hotline Complaint Form (https://forms.doioig.gov/hotlinecomplaint_form.aspx)

Toll-Free Phone: 1-800-424-5081

Fax to: 703-487-5402 (ATTN: HOTLINE OPERATIONS)

Or report via U.S. Mail: Office of Inspector General, U.S. Department of the Interior, 381 Elden Street, Suite 3000, Herndon, VA 20170, ATTN: Intake Management Unit

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 the Louisiana Legislative Auditor Hotline via 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 XXVI
SEVERABILITY

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

ARTICLE XXVII
ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all

negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

ARTICLE XXVIII
PROVISION REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party the Agreement shall forthwith be amended to make such insertion or correction.

ARTICLE XXIX
ANTI-LOBBYING

PPG and its 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.

PPG and all of its 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. PPG and each of its and all of its consultant(s), contractor(s) and subcontractor(s) shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. PPG shall also complete a Certification Regarding Lobbying as provided in **Attachment E**.

ARTICLE XXX
PROHIBITED ACTIVITY, CONFLICTS OF INTEREST AND CODE OF ETHICS

PPG and its consultant(s), contractor(s), and subcontractor(s) are prohibited from using, and shall be responsible for its consultant(s), contractor(s), and subcontractor(s) being prohibited from using, the GOMESA 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. PPG and its consultant(s), contractor(s), and subcontractor(s) will comply with the provision of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

PPG and any entity or individual performing work under this Agreement subject to any form of legal agreement with PPG, including without limitation, consultants, contractors and subcontractors, must comply with the conflicts of interest provisions referenced in CPRA's Conflicts of Interest Policy as contained in CPRA's Policy No. 4, entitled "Governmental Ethics

Compliance and Dual Employment”, effective April 1, 2009, as well as any additional agency conflicts of interest policies or procedures that CPRA may implement in the future.

PPG and any entity or individual performing work under this Agreement subject to any form of legal agreement with PPG, including without limitation, consultants, contractors and subcontractors, must also comply with Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 *et seq.*, Code of Governmental Ethics) in the performance of services called for in this Agreement. PPG 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 XXXI
COVENANT AGAINST CONTINGENT FEES

PPG 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 XXXII
CONSULTANTS, CONTRACTORS AND SUBCONTRACTORS

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

ARTICLE XXXIII
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 PPG also reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, and to authorize others to do so. The Parties also understand and agree that they will not interfere with any rights the Federal Government may have with respect to the right to reproduce, publish, distribute, exhibit and/or otherwise use the work described herein for Federal purposes.

ARTICLE XXXIV
DRUG FREE WORKPLACE COMPLIANCE

PPG 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 PPG and any third parties funded using the GOMESA 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 XXXV
REMEDIES FOR NONCOMPLIANCE

The PPG acknowledges that any of the GOMESA Funds not used in accordance with the terms and conditions of this Agreement, state and federal law or conditions of the GOMESA Funds, shall be reimbursed to the STATE, and that any cost and expense in excess of the total maximum Project cost, as agreed to by the STATE and set forth herein, shall be the sole responsibility of the PPG. STATE shall also be entitled to any other remedies for noncompliance as provided herein.

If PPG or its 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 GOMESA 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 PPG or its consultant(s), contractor(s), and/or subcontractor(s) or more severe enforcement action as necessary; (b) disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; (c) wholly or partly suspend or terminate payment of the GOMESA 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 PPG shall be given a reasonable time in which to cure noncompliance. Any dispute may be resolved in accordance with the procedure set forth in Article XXIII (“Applicable Law, Venue and Disputes”) of this Agreement.

ARTICLE XXXVI
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 XXXVII
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 PPG:

Kirk M. Lepine
President, Plaquemines Parish Government
8056 Highway 23, Suite 200
Belle Chasse, Louisiana 70037

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 XXXVIII

EFFECTIVE DATE / DURATION / MODIFICATION / TERMINATION

This Agreement shall be effective for a period of twenty-four months, commencing on June 30, 2020 and terminating on July 1, 2022, unless otherwise terminated or amended by written mutual agreement of all parties or in accordance with the terms herein.

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

This Agreement may be executed in multiple originals.

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

PLAQUEMINES PARISH GOVERNMENT

COASTAL PROTECTION AND RESTORATION AUTHORITY BOARD

BY: _____

Kirk M. Lepine, President

BY: _____

Kyle R. "Chip" Kline, Jr., Chairman

DATE: _____

DATE: _____

(PPG's Federal Identification Number)

WITNESSES:

WITNESSES:

Signature

Signature

Print Name

Print Name

Signature

Signature

Print Name

Print Name

STATE OF LOUISIANA
PARISH OF _____

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this ____ day of _____ 2020 personally came and appeared Kirk M. Lepine to me known, who declared that he is the President of the Plaquemines Parish Government that he executed the foregoing instrument on behalf of said entity and that the instrument was signed pursuant to the authority granted to him by said entity and that he acknowledged the instrument to be the free act and deed of said entity.

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

BA-0243 JESUIT BEND LEVEE LIFT SCOPE OF WORK

The project area is comprised of the existing NOV-NF-W-04a, hurricane back levee along the West bank of the Mississippi River between Oakville and La Reussite in Plaquemines Parish, Louisiana.

The project scope consists of a maintenance lift along the entire 8.1 miles of NOV-NF-W-04a. The specific work for each of the reaches within the levee system is described as follows:

Reach 1 - The earthen levee will be raised an average of 2.45 feet to elevation 11.2 from station 1005+72 to station 1062+00, including replacement of the existing slope paving at the Oakville Pump Station floodwall tie-in.

Reach 2a - The earthen levee will be raised an average of 2.5 feet to elevation 11.5 from station 1062+00 to station 1101+89 and an average of 3.0 feet to elevation 12.0 from station 1101+89 to station 1131+89.

Reach 2b - The earthen levee will be raised an average of 2.0 feet to elevation 12.0 from station 1131+89 to station 1172+12.

Reach 3 - The earthen levee will be raised an average of 1.5 feet to elevation 13.5 from station 1172+12 to station 1212+31.

Reach 4 - The earthen levee will be raised an average of 1.7 feet to elevation 13.5 from station 1212+31 to station 1357+50, including the replacement of existing slope paving at the floodwall tie-ins at the Ollie Pump Station. No work will be performed to the Ollie Pump Station floodwall located between station 1244+47 and station 1248+48. At the American Midstream and Chalmette Liquids pipeline crossing, the existing sheet pile tie-ins will be removed and replaced with I-wall transitions and the existing slope paving will be replaced. The existing T-wall at the pipeline crossing from station 1308+34 to station 1310+74 will not be modified.

Reach 5 - The earthen levee will be raised an average of 3.0 feet to elevation 13.5 from station 1357+50 to the La Reussite Siphon discharge at station 1423+00 including replacement of the existing slope paving at the floodwall tie-in.

There will be no work outside of the existing USACE levee right-of-way.



ATTACHMENT B
PROJECT BUDGET ESTIMATE

Item Number	Description	Quantity	Unit	Unit Price	Total
0001	Mobilization & Demobilization	1	LUMP	\$ 666,120.00	\$ 666,120.00
0002	Clearing and Grubbing	95	ACRE	\$ 1,500.00	\$ 142,500.00
0003	Demolition	1	LUMP	\$ 85,000.00	\$ 85,000.00
0004	Embankment	180,620	CUYD	\$ 30.00	\$ 5,418,600.00
0005	Temporary Silt Fencing	85,000	LNFT	\$ 3.00	\$ 255,000.00
0006	Truck Wash Down Racks	8	EACH	\$ 1,000.00	\$ 8,000.00
0007	Storm Water Pollution Prevention Plan	1	LUMP	\$ 10,000.00	\$ 10,000.00
0008	Concrete Slope Pavement	2,608	SQYD	\$ 120.00	\$ 312,960.00
0009	Traffic Control Plan	1	LUMP	\$ 45,000.00	\$ 45,000.00
0010	Surfacing	8,500	CUYD	\$ 12.00	\$ 102,000.00
0011	Seeding and Mulching	190	TON	\$ 800.00	\$ 152,000.00
0012	Fertilizer	95,000	LBS	\$ 1.00	\$ 95,000.00
0013	Lime Soil Amendment	190	TON	\$ 100.00	\$ 19,000.00
0014	Sulpher Soil Amendment	95	TON	\$ 100.00	\$ 9,500.00
0015	Steel Sheet Piling (PZ-22)	2,040	SQFT	\$ 60.00	\$ 122,400.00
0016	Steel Sheet Piling (PZ-27)	2,425	SQFT	\$ 70.00	\$ 169,750.00
	Contingency	20	%	\$ 95,160.38	\$ 1,903,207.50
					\$ 9,516,037.50

ATTACHMENT C

Empire Locks Silt Removal

Scope of Work and Budget Estimate

Couvillion Group will mobilize equipment and personnel to the Empire Flood Gate on the river side of Locks. Set up barge and Dive spread in the channel with the Gates in the open position. Divers will dredge out sediment that has built up in the gate storage area. This quote is based on the reported sediment level being 4 ft in depth on each Gate.

**Proposal is based on sediment level of 4 ft in depth. Any level beyond 4 feet of sediment will be charged at \$585.00 per hour of extra work.

Dive Package – Sediment removal from Flood Gate

Qty.	Description	Lump Sum
3 Days	4 Man Dive Team w/ Barge, tug and dredging equipment	\$ 45,000.00
		\$ 45,000.00

Safety

All work will be performed in accordance to local, state, & federal laws and employ industry best practices with a strict adherence to safety precautions.

1. Safety meetings will be conducted before each work shift. Topics of discussion will include, but are not limited to, safety hazards and preventive measures, safe working procedures and methods, stop work authority, unforeseen hazard identification and mitigation, required PPE and personnel training and specific tasks to complete.
2. Couvillion’s standard version of a Job Hazard Safety Analysis will be used. The Project Supervisor assigned to this project will be responsible for completing the Job Hazard Safety Analysis with all pertinent information installed prior to the beginning of daily operations on this project.

Special Provisions

- Our proposal is based on a 12-hour workday, and does not include pricing for delays caused by any failure in any task required to be done by others prior to our performance of any portion of this project. Couvillion reserves the right to charge standby rates for equipment and personnel during any such delay.

ATTACHMENT D
MONTHLY MONITORING REPORT
CONTRACT NO. _____

Date: _____

Contracting Party: _____ CPRA Contract No. _____

Project Title: “_____”

Invoice No. _____ Invoice Amount: _____

Total Contract Amount: \$_____ Contract Balance: \$_____

Total Task Amount: \$_____ Task Balance: \$_____

Total invoiced to date: \$_____

I. WORK COMPLETED TO DATE (ACCORDING TO TYPE CONTRACT):

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

II FOR EACH PROJECT A NARRATIVE OF IMPLEMENTATION PROGRESS INCLUDING:

- A. Tasks and/or milestones accomplished (give dates)

- B. Tasks and/or milestones not accomplished with explanation or assessment of:
 - 1. Nature of problems encountered:

2. Remedial action taken or planned:

3. Whether minimum criteria for measure can still be met:

4. Likely impact upon achievement:

III DELIVERABLES

IV OTHER DISCUSSIONS OF SPECIAL NOTE

Contracting Party _____ Date _____
(Printed Name)

Approval _____ Date _____
CPRA Project Manager (Printed Name)

Approval _____ Date _____
CPRA Contract Monitor or Designee (Printed Name)

ATTACHMENT E

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: _____

Kirk M. Lepine, President
Plaquemines Parish Government

ORDINANCE NO. 21-

The following Ordinance was offered by Council Member LaFrance who moved its adoption:

1 An Ordinance to amend the 2021 General Fund, Operating Expenditure Budget,
2 Flood Control-General Department; and otherwise to provide with respect thereto.

3 WHEREAS, upon review of the 2021 Operating Expenditure Budget, an amendment to the Flood
4 Control Department is necessary;

5 NOW, THEREFORE:

6 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

SECTION 1

8 The 2021 General Fund, Operating Expenditure Budget. Flood Control-General Department, is
9 amended by appropriating \$270,000 from _____ as follows:

Fund: 001 General Fund			
Dept/Div: 770-4500 Flood Control-Gen Department			
Object	Description	Inc/ Dec	Amendment
565.005	Equipment-Heavy	Inc	270,000

SECTION 2

18 The Secretary of this Council is hereby authorized and directed to immediately certify and release
19 this Ordinance and that Parish employees and officials are authorized to carry out the purposes of
20 this Ordinance, both without further reading and approval by the Plaquemines Parish Council.