K22-004

INTERGOVERNMENTAL AGREEMENT

BETWEEN

STATE OF LOUISIANA,

THROUGH THE COASTAL PROTECTION AND RESTORATION AUTHORITY

AND

CITY OF NEW ORLEANS

REGARDING

PRELIMINARY PLANNING AND DESIGN OF THE EAST ORLEANS LANDBRIDGE RESTORATION PROJECT (PO-0191)

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), is entered into and effective on, June 4, 2021 by and between the State of Louisiana through the Coastal Protection and Restoration Authority, (hereinafter referred to as "CPRA" or the "STATE") acting by and through the Executive Director, Lawrence B. Haase, and the City of New Orleans (hereinafter referred to as the "CITY") represented by its duly elected Mayor, Honorable LaToya Cantrell. The STATE and CITY are collectively referred to herein as the "Parties".

WHEREAS, Article VII, Section 14 of the Louisiana Constitution provides, in part, that "for a public purpose, the state and its political subdivisions . . . may engage in cooperative endeavors with each other . . ." and further pursuant to section 9-314 of the Home Rule Charter of the City of New Orleans, the CITY may also enter into cooperative endeavors with any public or private association, corporation, or individual for a public purpose; 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 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, the Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions of the expenditure and reimbursement of funds for the Preliminary Design Phase of the New Orleans East Landbridge Living Shoreline and Marsh Creation Project, renamed as the East Orleans Landbridge Restoration Project, PO-0191 (the "Project"), which will cost a total of $1,000,000.00, and includes preliminary planning, site assessment and preliminary design (completion to the approximately 50% design milestone); and

WHEREAS, the CITY has committed a total of $750,000.00 towards the total Project cost, consisting of $250,000.00 in CITY general funds and $500,000.00 in grant funds from the National Fish and Wildlife Foundation's (NFWF) Coastal Resilience Fund, which includes $260,000.00 in Federal funds and $240,000.00 in Non-Federal funds, to be used for the Project; and

WHEREAS, the Project is consistent with in the State's 2017 Coastal Master Plan (001.MC.05) and CPRA's matching funds for this Project in the amount of $250,000.00 have been appropriated as capital outlay in Act No. 485 by the Louisiana Legislature with 2021 Louisiana State Surplus funds; 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 CITY, 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 CITY and the STATE in the completion of the Preliminary Design Phase, which includes preliminary planning, site assessment and preliminary design (completion to the approximately 50% design milestone), of the East Orleans Landbridge Restoration Project ("Project").

B. Identification.

For the purpose of administration, identification and record keeping, State Project Number PO-0191 is assigned to this Project. This number will be used to identify all Project costs.

C. Subaward Information.

In addition to $250,000.00 in CITY general funds that CITY has allocated to this Project, $200,000.00 of which CITY will provide to CPRA as described in Article III, CPRA will be a lower tier subrecipient of $500,000.00 of the CITY'S NFWF National Coastal Resilience funds under NFWF Grant ID 0318.20.071034 ("NFWF Grant Agreement"), which includes $260,000.00 in Federal funds and $240,000.00 in non-Federal funds ("NFWF Grant Funds"), and which NFWF Grant Agreement is hereby incorporated by reference into this Agreement. The information required for Federal funds by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance") at 2 C.F.R. § 200.332(a)(1) is attached hereto as **Attachment A**. The Uniform Guidance also requires that if any of these data elements change, the pass-through entity must include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the federal prime award and subaward.

ARTICLE II
PROJECT DESCRIPTION

The objectives of this Project are to complete the Preliminary Design Phase, which includes preliminary planning, site assessment and preliminary design (completion to the approximately 50% design milestone), for a living shoreline and marsh creation on the East Orleans Landbridge, the only remaining natural feature in the Louisiana Coastal Master Plan that protects the City of New Orleans from storm surge in the Gulf. This Project will create a design that will include approximately 1,563 acres of wetlands created using hydraulically dredged sediment from Lake St. Catherine or Lake Pontchartrain and approximately 21,597 linear feet (approximately 20 acres) of living shoreline protection features to be installed in Lake Borgne. Completing this phase of work will help refine the scope and create efficiency for final design, permitting, and construction of this essential restoration project protecting New Orleans. CPRA will lead later phases of this Project including final engineering and design, construction oversight and long-term monitoring.

The Parties will perform work on this Project as more specifically outlined in **Attachment B, "Scope of Services"** and "**Project Budget Estimate**" as provided in **Attachment C**, which are both attached hereto and incorporated herein.

ARTICLE III
PROJECT FUNDING

The Project includes a maximum total cost of **One Million Dollars ($1,000,000.00)**, and shall be administered as follows:

A. The STATE shall provide a maximum total of $250,000.00 in contractual services as its in-kind match towards the total Project cost described herein and in Article II and **Attachments B and C**.

B. CITY shall provide a maximum total of $750,000.00 towards the total Project cost, consisting of up to $250,000.00 in CITY general funds and up to $500,000.00 in NFWF Grant Funds, as described herein and in Article II and Attachments B and C. The Parties acknowledge and agree that of the CITY's $750,000.00 maximum total contribution, up to $200,000.00 in CITY general funds and up to $500,000.00 in NFWF Grant Funds will be provided to the STATE on a reimbursement basis, and CITY will retain up to $50,000.00 in CITY general funds for its costs incurred for performing work on the Project. The Parties agree to provide funding for the Project in accordance with the terms and conditions of this Agreement and as follows:

- The City of New Orleans' NFWF Grant Funds will be provided to CPRA on a reimbursement basis to fund a maximum total of $500,000.00 for data collection contracts as follows:
    - Surveys (topographic and bathymetric): up to $275,000.00
        - Surveying will consist of hydrographic and topographic elevation surveys used to determine dredge and fill placement depths.
    - Geotechnical Investigation: up to $225,000.00
        - Geotechnical investigation will consist of land and water based soil borings in the proposed dredge borrow and fill sites used to calculate material type and settlement estimates.

- The City of New Orleans' General Funds will fund a maximum total of $250,000.00 in staff time and contractual work for work on the Project as follows:
  - CITY will provide up to $200,000.00 in CITY general funds on a reimbursement basis to CPRA for CPRA's staff time and for contractual work on the Project.
  - CITY will retain up to $50,000.00 in CITY general funds for CITY's staff time for work on the Project.

CPRA will enter into the necessary contracts to complete work on the Project as described herein and once the work is completed, will submit a final accounting and reimbursement request to CITY. The reimbursement payment will be based upon submittal and approval of invoices and deliverables as set forth more fully in Articles III, IV and V herein, and in accordance with all other terms and conditions of this Agreement. The Project Budget Estimate is provided in **Attachment C**, which is attached hereto and incorporated herein. This is intended to be an estimate; actual quantities, hours and hourly rates shall be billed as incurred by STATE to CITY, not to exceed a maximum total of **$700,000.00**.

If at any time during the performance of work for a particular funding category, the actual or anticipated cost of that category exceeds 100% cost of that particular funding category as set forth in **Attachment C**, all work in that particular category shall cease. The Parties may agree to increase the cost of completing that particular category by transferring funds from one category to the other but only if such increase does not cause any funding to exceed a maximum total of payments by CITY to STATE of **$700,000.00**. Such agreement regarding transferring funds from one category to another shall be made by letter agreement confirmed by the mutual written approval of the Parties. Work on that particular category shall thereafter resume.

D. All funding utilized by the STATE for this Project shall be used for the purposes stated herein, in accordance with constitutional and statutory restrictions on the use of federal and state funds for public purposes and shall be used in accord with applicable federal and state statutes, laws, rules and regulations. The use of Project funding shall at all times be consistent with sound engineering principles and practices as directed and defined by the CPRA Engineering Division. All funding shall be subject to Article XVII of this Agreement.

ARTICLE IV
SCOPE AND PROJECT RESPONSIBILITY

A. Project Tasks

1. The STATE or its agent will perform the following:

   a) Develop the Intergovernmental Agreement with associated terms and conditions for work on the Project.
   b) Provide the STATE's maximum total in-kind contribution of **$250,000.00** towards the total Project cost, as described herein in Article III and **Attachment C.**
   c) Perform the work in accordance with **Attachment B** and the terms and conditions of this Agreement.

2. The CITY will perform the following:
   a) Provide the CITY's maximum total contribution of $750,000.00 towards the total Project cost, consisting of up to $250,000 in CITY general funds and up to $500,000.00 in NFWF Grant Funds, of which a total maximum of **$700,000.000** will be provided by CITY to STATE as described herein in Article III and **Attachment C.**
   b) Perform the work in accordance with **Attachment B** and the terms and conditions of this Agreement.

ARTICLE V
DELIVERABLES

1. The CITY shall provide to the STATE a copy of the budget ordinance adopted by its City Council authorizing funding for this Agreement and the payment of the funds provided herein.

2. Prior to reimbursement, CPRA shall submit a final accounting and reimbursement request package including invoices for payment of work performed and all documentation necessary to support the invoices, including a summaries of the type of work, total value of the work performed, and the costs incurred.

ARTICLE VI
PAYMENT

All costs incurred by the STATE on or after the commencement date of this Agreement as identified in Article XXXIV, 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 STATE will be reimbursed 100% up to an amount not to exceed a maximum of **$700,000.00**, subject to the terms and conditions set forth herein, for all costs, needed to fully perform the work described in Article II and **Attachments B and C.**

The STATE shall pay all subrecipient/contractor/consultant/ subcontractor/vendor invoices, and the CITY shall reimburse the CPRA for its payments to the subrecipient/consultant/contractor/subcontractor/vendor, provided that CPRA shall provide the deliverables referenced in Article V to the CITY, through CITY's Hazard Mitigation Administrator. Subject to any other terms of this Agreement, in no case shall the sum total of payments made by the CITY to the STATE exceed **$700,000.00** for the initial term of this Agreement.

The STATE 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.

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

ARTICLE VII
RECORD KEEPING, REPORTING, AUDITS AND MONITORING

The Contract Monitor for this Agreement is the CITY's Hazard Mitigation Administrator. The Project Manager for this Project shall be April Newman, or her designee. The STATE shall provide the CITY notice of any changes to the designated Project Manager within seven (7) days of any such change. The CITY shall provide the STATE notice of any changes to the designated Contract 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.

The Parties agree 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 STATE and CITY and as required by the NFWF Grant Agreement.

Each Party and its consultants/contractors/subcontractors shall maintain all documents, papers, books, field books, accounting records, appropriate financial records and other evidence, including electronic records 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.

Each Party acknowledges and agrees that the Legislative Auditor of the State of Louisiana, the auditors of the Office of the Governor and the Division of Administration, shall have the authority to audit all records and accounts of the STATE and CITY 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.* as applicable. The Parties further agree to make available to the Office of the Governor, Division of Administration, and the Office of the Inspector General any documents, papers or other records, including electronic records that are pertinent to costs incurred for the Project, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to either Party'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 CITY 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 CITY, or by the CITY 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 CITY, neither Party assumes responsibility to provide extensive document review for any documents received from the other Party or its consultants/contractors/subcontractors or to determine the completeness or accuracy of any such documentation. The STATE and CITY and their respective 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 their obligations under this Agreement.

The Parties shall assist each other with any audit or audit reporting required by LA R.S. 24:513 *et. seq.* and/or 2 C.F.R. Part 200.

The STATE and CITY shall be responsible for monitoring their respective 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 CITY to comply with the terms and/or conditions of the Agreement; provided that the STATE shall give the CITY written notice specifying the failure. If within thirty (30) days after receipt of such notice, the CITY 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 CITY in default and the Agreement may terminate on the date specified in such notice.

The CITY 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 CITY 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 CITY. The CITY may likewise terminate this Agreement at any time by giving thirty (30) days written notice to the STATE. The STATE 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 STATE incurs which are directly associated with the termination, modification, or change of any underlying engineering, design and/or consultant contracts for the Project.

In the event that 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
NON-DISCRIMINATION CLAUSE

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

The Parties agree not 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 XI
COMPLIANCE WITH FEDERAL LAW

The Parties and any of their lower tier subrecipients, consultants, contractors and subcontractors employed in the completion of any construction-related activity, project or program conducted with the NFWF Grant Funds agree to comply with any applicable Federal labor laws covering non-Federal construction, which may include but are not limited to, the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. § 327 *et seq.*), as supplemented by Department of Labor Regulations (29 C.F.R. Part 5) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. § 276c), as supplemented by Department of Labor Regulations (29 C.F.R. Part 3) and to the extent applicable 40 U.S.C. §§ 3141-3148 and 40 U.S.C. §§ 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act) (formerly 40 U.S.C. 276a *et seq.*), the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), and the Federal Funding Accountability and Transparency Act (FFATA) (https://www.fsrs.gov). The Parties further agree, in the case of any equipment and/or product authorized to be purchased under this Agreement, to comply with the Buy American Act 41 U.S.C. §§ 8301-8305 (formerly 41 U.S.C. 10a-10c), if and as applicable. The Parties will also comply with all applicable provisions of 2 C.F.R. Part 200, as amended, including without limitation 2 C.F.R. Part 200 Subpart F, 2

C.F.R. §§ 200.216, 200.322 and 200.323, as applicable and Appendix II to 2 C.F.R. Part 200, attached hereto as **Attachment D**) (version dated August 13, 2020).

The Parties and any of their lower tier subrecipients, consultants, contractors and subcontractors employed in the completion of any Project-related activity conducted with the NFWF Grant Funds agree to comply with all conditions of the NFWF Grant Agreement, as applicable, including without limitation, the laws, regulations and requirements referenced in Section 3.3, and Sections 4.5-4.9 and Section 5 of the NFWF Grant Agreement and the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 *et seq.*), which are incorporated by reference herein, as applicable.

ARTICLE XII
HOLD HARMLESS AND INDEMNITY

Each Party 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 other Party 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 Party, its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control, without limitation, except that the Party 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 other Party, 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 XIII
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 XIV
OWNERSHIP

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

ARTICLE XV
NO ASSIGNMENT

No Party shall 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 other Party.

ARTICLE XVI
FINANCIAL CAPABILITY AND GENERAL ADMINISTRATIVE REQUIREMENTS

CITY hereby acknowledges and certifies that it is aware of the financial obligations under this Agreement and that it will have the financial capability to satisfy its respective obligations under this Agreement.

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

CITY and STATE shall comply with and require any consultants, contractors and subcontractors employed in the completion of any activity, project or program conducted with the

Grant Funds to comply with, all conditions of the Grant Funds as identified in the NFWF Grant Agreement, as applicable.

ARTICLE XVII
FISCAL FUNDING CLAUSE

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

ARTICLE XVIII
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 in receipt of notice of proposed debarment or suspension. The CITY further certifies 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 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.

Each Party agrees 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 State of Louisiana, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this Agreement. The CITY 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 State 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 CITY 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 XIX
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 XX
RELATIONSHIP OF PARTIES

A. In the exercise of their respective rights and obligations under this Agreement, the CITY 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 CITY, consultant(s), contractor(s) and/or subcontractor(s) or between the STATE and any third party. The participation by the CITY in the Project shall in no way be construed to make CITY 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 XXI
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 XXII
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 XXIII
REPORTING OF FRAUD, WASTE, ABUSE OR CRIMINAL ACTIVITY

In accordance with La. R.S. 24:523, any actual or suspected misappropriation, fraud, waste or abuse of public funds shall be reported to 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 XXIV
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 XXV
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 XXVI
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 XXVII
ANTI-LOBBYING

The Parties and their 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.

The STATE shall also complete a Certification Regarding Lobbying as provided in **Attachment E**.

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

The Parties and any entity or individual performing work under this Agreement subject to any form of legal agreement with either Party, 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.

The Parties and any entity or individual performing work under this Agreement subject to any form of legal agreement with either Party, 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. Each Party agrees to immediately notify the other Party if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

ARTICLE XXIX
COVENANT AGAINST CONTINGENT FEES

Each Party warrants that it has not employed or retained any company, person, or other organization 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 by a Party hereto, the other Party 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 XXX
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 CITY 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 or NFWF may have with respect to the right to reproduce, publish, distribute, exhibit and/or otherwise use the work described herein for Federal purposes.

ARTICLE XXXI
REMEDIES FOR NONCOMPLIANCE

The STATE acknowledges that any funds provided by the CITY not used in accordance with the terms and conditions of this Agreement, federal or state law, or conditions of the NFWF Grant Agreement, shall be reimbursed to the CITY.

ARTICLE XXXII
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 XXXIII
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 CITY:

Austin Feldbaum, CFM
Hazard Mitigation Administrator
City of New Orleans
1300 Perdido St.
New Orleans, LA 70112

With a copy to:

Sunni J. LeBeouf
City Attorney
City of New Orleans
1300 Perdido St.
New Orleans, LA 70112

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 XXXIV
EFFECTIVE DATE / DURATION / MODIFICATION / TERMINATION

This Agreement shall be effective for a period of two years, commencing on June 4, 2021 and terminating on June 4, 2023, 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.

CITY OF NEW ORLEANS	**COASTAL PROTECTION AND RESTORATION AUTHORITY**
BY: ______________________	BY: ______________________
Honorable LaToya Cantrell, Mayor	Lawrence B. Haase, Executive Director
DATE: 1/26/22	DATE: 11/30/2021

____

WITNESSES:	**WITNESSES:**
______________________ Signature	______________________ Signature
GLORIA SMITH	**Joann D. Hicks**
Print Name	Print Name
______________________ Signature	______________________ Signature
Kristen Royal	JENNIFER DARK MOON
Print Name	Print Name

FORM AND LEGALITY APPROVED:

____

Law Department, City of New Orleans

STATE OF LOUISIANA

PARISH OF Orleans

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 26th day of January 2022, personally came and appeared the Honorable LaToya Cantrell, to me known, who declared that she is the Mayor of the City of New Orleans, that she executed the foregoing instrument on behalf of said entity and that the instrument was signed pursuant to the authority granted to her by said entity and that she acknowledged the instrument to be the free act and deed of said entity.

Clifton M. Davis III
Signature

Clifton M. Davis III
Print Name

#24069
Louisiana Notary Public / Bar Number

My commission expires: at death.

(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 30 day of NOVEMBER, 2021, personally came and appeared Lawrence B. Haase to me known, who declared that he is the Executive Director of the Coastal Protection and Restoration Authority, that he executed the foregoing instrument on behalf of said State Agency and that the instrument was signed pursuant to the authority granted to him by said State Agency and that he acknowledged the instrument to be the free act and deed of said State Agency.

Signature

JASON K. PLACKE
Print Name

30019
Louisiana Notary Public / Bar Number

My commission expires: AT DEATH

(SEAL)

OFFICIAL SEAL
JASON KYLE PLACKE
NOTARY ID # 84641
BAR ROLL # 30019
STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE
My Commission is for Life

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: __________

____
LaToya Cantrell, Mayor
City of New Orleans

ATTACHMENT A
UNIFORM GUIDANCE SUBAWARD INFORMATION - 1

(i)	Subrecipient Name	Coastal Protection and Restoration Authority
(ii)	Subrecipient Unique Entity Identifier:	DUNS: 114376135
(iii)	Federal Award Identification Number (FAIN):	NA19NOS4730148
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	August 27, 2019
(v)	Subaward Period of Performance Start Date:	August 27, 2019
	Subaward Period of Performance End Date:	May 31, 2024
(vi)	Subaward Budget Period Start Date:	August 27, 2019
	Subaward Budget Period End Date:	May 31, 2024
(vii)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	$129,212.20
(viii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	$129,212.20
(ix)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	$129,212.20
(x)	Federal Award Project Description:	Creating a Living Shoreline and Establishing Marshlands in East Landbridge (LA)
(xi)	Name of Federal Awarding Agency:	National Oceanic and Atmospheric Administration
	Name of Pass-Through Entity:	City of New Orleans
	Contact Information for Awarding Official:	Austin Feldbaum afeldbaum@nola.gov
(xii)	CFDA Number and Name:	11.473 Office for Coastal Management
(xiii)	Identification of Whether Subaward is R&D:	Not R&D
(xiv)	Indirect Cost Rate for Federal Award:	Not Applicable
	Subrecipient Indirect Costs:	Not Applicable

UNIFORM GUIDANCE SUBAWARD INFORMATION - 2

(i)	Subrecipient Name	Coastal Protection and Restoration Authority
(ii)	Subrecipient Unique Entity Identifier:	DUNS: 114376135
(iii)	Federal Award Identification Number (FAIN):	NA20NOS4730027
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	May 6, 2020
(v)	Subaward Period of Performance Start Date:	May 6, 2020
	Subaward Period of Performance End Date:	May 31, 2025
(vi)	Subaward Budget Period Start Date:	May 6, 2020
	Subaward Budget Period End Date:	May 31, 2025
(vii)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	$130,787.80
(viii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	$130,787.80
(ix)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	$130,787.80
(x)	Federal Award Project Description:	Creating a Living Shoreline and Establishing Marshlands in East Landbridge (LA)
(xi)	Name of Federal Awarding Agency:	National Oceanic and Atmospheric Administration
	Name of Pass-Through Entity:	City of New Orleans
	Contact Information for Awarding Official:	Austin Feldbaum afeldbaum@nola.gov
(xii)	CFDA Number and Name:	11.473 Office for Coastal Management
(xiii)	Identification of Whether Subaward is R&D:	Not R&D
(xiv)	Indirect Cost Rate for Federal Award:	Not Applicable
	Subrecipient Indirect Costs:	Not Applicable

ATTACHMENT B

SCOPE OF WORK

Project Description

The East Orleans Landbridge Restoration Project ("Project") will restore and protect the thin strip of marsh that separates Lake Pontchartrain from Lake Borgne and the Gulf of Mexico. The East Orleans Landbridge is the only remaining natural feature in the Louisiana Coastal Master Plan that protects the City of New Orleans from storm surge in the Gulf, and this Project has the potential to provide multiple benefits to the 1.5 million people who rely on the landbridge for protection, while also restoring a vital ecosystem and habitat.

Project Abstract

The City of New Orleans (CITY) faces significant expected wetland loss over the next 50 years, with the potential to lose 32% of the land currently in the New Orleans East area, according to the Louisiana Coastal Protection and Restoration Authority (CPRA). The East Orleans Landbridge, which provides a boundary between Lake Pontchartrain and Lake Borgne and the Gulf of Mexico, is now the only project within CPRA's Coastal Master Plan that directly benefits communities in the City of New Orleans and the parishes around Lake Pontchartrain.

CITY will contribute grant funding of $500,000 awarded to CITY from the National Fish and Wildlife Foundation's (NFWF) Coastal Resilience Fund and $250,000 from CITY's general fund to CPRA for the Preliminary Design Phase of the Project. CPRA will contribute in-kind work valued at $250,000 to complete the Preliminary Design Phase. The Preliminary Design Phase of the Project will include a preliminary cultural resources investigation, land ownership investigation, oyster assessment, and data collection and analysis sufficient to advance the completion of the design to approximately the 50% design milestone. Completing this phase of work will help refine the scope and create efficiency for final design, permitting, and construction of this essential restoration project protecting New Orleans.

CPRA is the agency responsible for maintenance and implementation of the Coastal Master Plan. As such, CPRA will lead future implementation of this Project, including completing design, identifying funding, and overseeing construction and long-term monitoring.

Scope of Work

The City of New Orleans will oversee grants management of this Project with NFWF, while CPRA will be the subrecipient of the Project responsible for the completion of the Preliminary Design Phase.

The Project design will have two components: marsh creation and shoreline protection. The design for the marsh creation component of the project will create or restore roughly 1,563 acres of emergent wetlands using hydraulically dredged sediment from Lake St. Catherine or Lake Pontchartrain. The design is likely to include approximately 45,838 linear feet of earthen containment dikes to facilitate the creation of the new marsh, and approximately 6 million cubic yards of sediment being dredged and pumped 4-5 miles from a permitted borrow pit in Lake St. Catherine or Lake Pontchartrain. The design for the shoreline protection component of the project will create approximately 21,597 linear feet of living shoreline protection features to be installed in Lake Borgne along the eastern perimeter of the East Orleans Landbridge. An analysis will be performed during the Preliminary Design Phase to determine the best living shoreline product(s) for this application.

This Preliminary Design Phase of work will include a preliminary cultural resources investigation, land ownership investigation, oyster assessment, and data collection and analysis—including topographic, bathymetric, magnetometer, and geotechnical—sufficient to advance the completion of the design to approximately the 50% design milestone. At the approximately 50% design milestone, sufficient information on site conditions, in situ soil characteristics, and environmental conditions will exist to establish the fundamental design parameters needed to complete the design. With the knowledge of site conditions and design parameters provided through this effort, CPRA will be better equipped to develop the scope of remaining engineering work, coordinate and proactively address any environmental or site conditions that could impact the project, and have a refined estimate of the total project cost, which will help in identifying funding for full implementation of the project.

The City of New Orleans and State of Louisiana will work jointly to execute this Project. CPRA staff will develop scopes of work, procure professional services, manage professional services contracts, and conduct technical review of work products. City of New Orleans staff will perform grant management and reporting, lead stakeholder engagement, and provide technical review of scopes of work and deliverables.

The Preliminary Design Phase will include the following tasks:

- **Reconnaissance level data collection (geotechnical, surveying, cultural)** – This task will consist of developing an inventory of available data on project site, a desktop assessment of remaining data gaps, and development and implementation of a work plan intended to address those gaps. Data collection during this phase will be designed to maximize efficiency while providing a basis for further engineering.

- **Preliminary landrights, oyster leases, and oil/gas infrastructure investigation** – This task will similarly consist of an inventory of existing data on landrights, oyster leases, and oil/gas infrastructure, a desktop assessment of data gaps, and produce a summary of findings that will inform the location and design of the project, as well as the scope of work for the final design phase.

- **Draft project layout (marsh creation fill area, borrow, dredge pipeline corridor, construction access)** – This task will incorporate the information developed by the geotechnical, surveying, and other data collections efforts into initial engineering calculations and produce initial design drawings that will provide a basis for the final design.

- **Preliminary engineering quantities** – This task will incorporate the geotechnical and survey information gained during preliminary design, along with design standards for constructing and restoring emerging coastal marshes, to provide a basis for refined cost estimation.

- **An updated construction cost estimate** – This task will build on the outcomes of the preceding tasks and using comparable unit costs from similar recent projects to refine the estimated construction cost of the project.

- **Scoping for remaining design** – Synthesis of the outcomes of all previously listed tasks will provide the foundation for the remaining design.

The City of New Orleans' NFWF Grant Funds will be provided to CPRA on a reimbursable basis to fund a maximum total of $500,000.00 for data collection contracts as follows:

- Surveys (topographic and bathymetric): up to $275,000.00
  - Surveying will consist of hydrographic and topographic elevation surveys used to determine dredge and fill placement depths.
- Geotechnical Investigation: up to $225,000.00
  - Geotechnical investigation will consist of land and water based soil borings in the proposed dredge borrow and fill sites used to calculate material type and settlement estimates.

The City of New Orleans' General Funds will fund a maximum total of $250,000.00 for work on the Project for CPRA staff time and contractual work and CITY staff time as follows:

- CITY will provide up to $200,000.00 in CITY general funds on a reimbursable basis to CPRA for CPRA's staff time and for contractual work on the Project.
- CITY will retain up to $50,000.00 in CITY general funds for CITY's staff time for work on the Project.

CPRA will fund a maximum total of $250,000.00 through contractual services necessary to complete the Preliminary Design Phase of the Project.

ATTACHMENT C

PROJECT BUDGET ESTIMATE

	TOTAL	NFWF Share	NOLA Share	CPRA Share
CPRA Salaries	$100,000		$100,000	
NOLA Salaries	$50,000		$50,000	
Geotech & Survey Contracts	$525,000	$500,000	$25,000	
Other Contracts	$325,000		$75,000	$250,000
	$1,000,000	**$500,000**	**$250,000**	**$250,000**

ATTACHMENT D

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

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

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

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

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

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

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above 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 of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

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: __________

____
Lawrence B. Haase, Executive Director
Coastal Protection and Restoration Authority