

BOBBY JINDAL  
GOVERNOR



SCOTT A. ANGELLE  
SECRETARY

**State of Louisiana**  
DEPARTMENT OF NATURAL RESOURCES  
OFFICE OF MANAGEMENT AND FINANCE



May 21, 2009

Jim Boggs, Field Supervisor  
US Dept of Interior  
Fish & Wildlife Service  
646 Cajundome Boulevard, Suite 400  
Lafayette, Louisiana 70506

RE: Lost Lake Marsh Creation & Hydrologic Restoration Project (TE-72)"  
DNR Cost Share Agreement No. 2511-10-06

Dear Mr. Boggs:

Enclosed are (4) signed originals of the above referenced Cost Share Agreement reflecting approval from the Coastal Protection and Restoration Authority (CPRA) under Special Delegation of Authority by Louisiana Division of Administration. After execution by the Acting Supervisor, U.S. Fish & Wildlife Service, please return two (2) original signed agreements for our files.

If you have any questions, please call Julia Raiford, of my staff, at (225) 342-4566.

Sincerely,

A handwritten signature in cursive script that reads "Julia Raiford for -".

Karen Y. Lewis  
Contracts & Grants Administrator

Enclosures  
KYL/jr

CFMS # 690958  
APPROVED UNDER OCPR/CPRA  
SPECIAL DELEGATION PER OCR

FWS Agreement No.  
CPRA Agreement No.

LETTER DATED: 5/3/2002

Julia Rayford 5/7/10  
for KYR

**COST SHARE AGREEMENT**

**BETWEEN**

**U.S. DEPARTMENT OF THE INTERIOR-FISH AND WILDLIFE SERVICE**

**AND**

**THE STATE OF LOUISIANA**

**FOR PLANNING, ENGINEERING AND DESIGN, CONSTRUCTION, OPERATION,**

**MAINTENANCE, AND REHABILITATION OF THE**

**LOST LAKE MARSH CREATION AND HYDROLOGIC RESTORATION**

**PROJECT (TE-72)**

**THIS AGREEMENT**, entered into this 22 day of April, 2010 by and between the U.S. Department of the Interior, represented by the Fish and Wildlife Service (hereinafter referred to as "FWS"), acting by and through the Supervisor, Louisiana Field Office, and the State of Louisiana, acting by and through the Chairman, Coastal Protection and Restoration Authority of Louisiana, (hereinafter referred to as "CPRA").

**WITNESSETH, THAT:**

**WHEREAS**, expenditure of Phase I funding for the Lost Lake Marsh Creation and Hydrologic Restoration Project (TE-72) was authorized by the Coastal Wetlands Planning, Protection, and Restoration Act (hereinafter referred to as "CWPPRA") of 1990, 16 U.S.C. Section 3951 *et seq.*, (Public Law 101-646, Title III), and for local sponsorship by the Louisiana Coastal Wetlands Conservation and Restoration Plan, by the State of Louisiana in January 2010; and,

**WHEREAS**, upon successful completion of Phase I, expenditure of Phase II funding for the the Lost Lake Marsh Creation and Hydrologic Restoration Project may be authorized by the Louisiana Coastal Wetlands Conservation and Restoration Task Force (hereafter referred to as the "Task Force");

**WHEREAS**, the State's Coastal Wetlands Conservation Plan was approved on November 30, 1997; all costs incurred on or after December 1, 1997 are shared at eighty-five percent (85%) Federal and fifteen percent (15%) non-Federal;

**WHEREAS**, Section 303(e) of CWPPRA states that the Secretary of the Army shall not fund the identified project unless said project is subject to such terms and conditions necessary to ensure that

wetlands restored, enhanced, or managed through the project will be administered for the long-term conservation of such lands and waters and dependent fish and wildlife populations; and,

**WHEREAS**, FWS is authorized by federal law to enter a cost-sharing agreement with CPRA to provide financial cost-share assistance for the planning, engineering and design, construction, operation, maintenance, and rehabilitation, of the project; and,

**WHEREAS**, La. R.S. 49:213 and La. R.S. 49:214 state that the Chairman of CPRA may enter into cost-sharing agreements with the federal government in order to conserve, restore, create, and enhance vegetated wetlands in coastal Louisiana in accordance with prescribed legislative oversight; and,

**WHEREAS**, CPRA has agreed to pay 5% of the total Project(s) cost in actual cash and the remaining balance of its share in the form of in-kind contributions; and,

**WHEREAS**, CPRA is willing to participate in cost-sharing and financing in accordance with the terms of this Agreement;

**NOW, THEREFORE**, the parties agree as follows:

## **ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS**

For the purposes of this Agreement:

a. The term **"Project"** shall mean the work authorized by Congress as specified above for the construction of the TE-72 Lost Lake Marsh Creation and Hydrologic Restoration Project. The TE-72 Project is located in Terrebonne Parish. The Projects objectives are to: 1) restore an important feature of structural framework between Lake Pagie and Bayou Decade to prevent the coalescence of those two water bodies, 2) increase the delivery of fresh water, sediments, and nutrients into marshes north and west of Lost Lake, 3) reduce fetch in open water areas via construction of a terrace field. Specific Phase 0 goals include creating approximately 465 acres of marsh, increasing the delivery of fresh water into project area marshes by replacing 6 fixed-crest weirs and two plugs with variable-crest structures, and creating approximately 26 acres of marsh via the construction of 30,000 feet of terraces.

b. The term **"total Project costs"** shall mean all costs incurred by CPRA and FWS directly related to implementation of the Project. Such costs shall be those costs incurred after January 20, 2010; and which shall include, but not necessarily be limited to, the following: engineering and design costs; lands, easements, servitudes, and rights-of-way costs; project construction costs; construction management costs; relocation costs; pre-construction, construction, and operation, maintenance, repair, replacement, and rehabilitation (OMRR&R) costs; supervision and administration costs; hazardous and toxic waste investigation costs; cultural resources investigation costs; and NEPA documentation studies cost.

c. The term **"total first costs"** shall mean all costs incurred by CPRA and FWS directly related to completion of the construction phase of the project as identified in the official CWPPRA

authorization document prepared by the CWPPRA Task Force January 20, 2010 and submitted to Congress.

d. The term **"period of construction"** shall mean the time from the advertisement of the first construction contract to the time that the Contracting Officer certifies to FWS that construction of the entire project is complete. The Contracting Officer shall furnish to FWS copies of the written Notice of Acceptance of Complete Work furnished to contractor(s) for all contracts for the Project.

e. The term **"Contracting Officer"** shall mean CPRA.

f. The term **"relocations"** shall mean the preparation of plans and specifications for, and the accomplishment of any alteration, modification, lowering or raising in place, and/or a new construction related to, but not limited to, existing: buildings, pipelines, public utilities (such as municipal water and sewer lines, telephone lines, and storm drains), aerial utilities, cemeteries, and other facilities, structures, and improvements determined by FWS and CPRA to be necessary for the construction, operation, maintenance, and rehabilitation of the Project.

g. The term **"utility"** shall mean pipelines, cables, and similar facilities.

h. The term **"fiscal year"** shall mean one fiscal year of the United States Government, unless otherwise specifically indicated. The Government fiscal year begins on October 1 and ends on September 30.

i. The term **"construction management costs"** shall mean costs incurred by CPRA directly supervising and administering construction contracts, to include related overhead costs, as specified in applicable contracting regulations.

j. The term **"maintenance"** shall mean any action completed after the construction period that is required to maintain the Project at "as built" standards, and costing less than twenty percent (20%) of the original construction cost.

k. The term **"rehabilitation"** shall mean any action completed after the construction period that is required to maintain the Project at "as built" standards, and costing twenty percent (20%) or more of the original construction cost.

l. The term **"Operation, Maintenance Repair, Replacement, and Rehabilitation (OMRR&R) Plan"** shall be a plan jointly developed and approved by FWS and CPRA upon completion of the Project and prior to acceptance by CPRA of the completed Project or functional portion of the Project, a final Plan shall be prepared. The OMRR&R Plan will address specific items, including any related landrights issues, with estimated costs, to be performed throughout the expected life-span of the Project and will be revised periodically to reflect actual needs.

m. The term **"operation, maintenance, repair, replacement, and rehabilitation costs"** shall mean all costs incurred by CPRA and FWS related to operating, maintaining, and rehabilitating the



final accepted Project. Specific requirements and responsibilities shall be identified and mutually accepted by both parties in an "Operations, Maintenance, Repair, Replacement and Rehabilitation Plan".

n. The term "**obligation**" refers to amount of orders placed, contracts awarded, services rendered, or other commitments made during a given period which will require outlay during the same or some future period.

o. The term "**engineering and design costs**" shall mean all costs incurred by CPRA and FWS related to the development, approval, and acceptance of detailed engineering and design plans, specifications, and Project bid documents. This will also include all supervision and administrative costs associated with the engineering and design phase of the Project and will terminate with the award of a Project construction contract.

p. The term "**functional portion of the Project**" shall mean a completed portion of the Project as determined by the Contracting Officer and FWS in writing to be suitable for tender to CPRA for operation and maintenance in advance of completion of the entire Project. To be suitable for tender, the Contracting Officer must determine that the completed portion of the Project can function independently and for a useful purpose, although the balance of the Project is not complete.

r. The term "**life of the Project**" shall mean the next twenty (20) years starting at the date of acceptance of the final Project, or functional portion of the Project, as provided in Article V.e. of this Agreement.

s. The term "**Phase I**" shall include, but not be limited to, a determination of environmental benefits, any necessary hydrologic data collection and analysis, and Engineering and Design. Engineering and Design includes Engineering, Design, Environmental Clearances, Permitting, Project Management and Real Estate requirements up to, but not including, the purchase of real estate.

t. The term "**Phase II**" shall mean Construction, OMRR&R and the Purchase of Real Estate. Construction includes Project Management, Contract Management, Construction Supervision, and Inspection.

u. The term "**CWPPRA Project Standard Operating Procedures Manual**" shall mean the standard procedures to be used by FWS and CPRA in the management of the Project. These standard procedures shall not supersede nor invalidate any rules or regulations internal to FWS or CPRA.

## ARTICLE II – OBLIGATIONS OF THE PARTIES

a. No federal funds may be used to meet the CPRA share of Project costs under this Agreement unless the expenditure of such funds is expressly authorized by statute as verified in writing by the granting agency.

b. CPRA shall:

1. Over the life of the Project, fund a total contribution equal to the non-federal share of the total Project costs, including a minimum cash contribution of five percent (5%) of the total Project costs. Said contribution will include cash and/or credit granted from land rights, easements, servitudes, and rights-of way obtained through or owned by CPRA, or relocations credit granted for Project features furnished by CPRA, and all administrative and management costs required by CPRA to fulfill the obligations specified in this Agreement including permitting coordination, geotechnical investigation, engineering services, landrights amendment processing and or acquisition, maintenance, operation, and/or rehabilitation responsibilities accepted by CPRA.

2. Prior to advertisement of each construction contract, and as further specified in Article VI.b.2. hereof, provide a minimum cash contribution of five percent (5%) of that portion of total first costs incurred to date and anticipated to be expended through completion of that construction contract.

3. Prior to the advertisement of each construction contract, and as further specified in Article VI.b.2. hereof, provide a contribution equal to the non-federal share of that portion of total first costs incurred to date and anticipated to be expended through completion of that construction contract. Said contribution will include cash and/or credit granted from land rights, easements, servitudes, and rights-of-way obtained through or owned by CPRA, or relocations credit granted for Project features furnished by CPRA, administrative and management costs, and any engineering and/or ecological, biological, or hydrological review evaluations required by CPRA to fulfill the obligations specified in this Agreement.

4. Provide specific engineering services associated with the Project, subject to the cost-sharing provisions, and as mutually agreeable to both CPRA and FWS, or its engineering representative. Specific engineering services to be provided by CPRA may include design surveys, plan preparation, post-construction surveys, etc. All such services will be approved by and subject to the supervision and guidance of FWS engineering representatives.

5. Acquire all land rights, servitudes, rights-of-way, easements, and material borrow and dredged material disposal areas associated with the Project which are determined to be on lands or waters that are not federally owned or federally controlled, subject to cost-sharing terms previously identified above.

6. Jointly develop an OMRR&R Plan with FWS which will identify specific long-term maintenance, operation, repair, replacement and rehabilitation requirements. Said plan will be developed upon completion of the Project features in accordance with Article I.m., and will be reviewed and modified as necessary after an evaluation conducted by CPRA, with FWS participation, within 12-18 months following completion of construction.

7. Provide for non-federal share of costs identified in the OMRR&R Plan, according to Articles VI and VIII.a.

8. Submit to FWS the completed As-built Surveys/Construction drawings and Construction Completion Report.

c. FWS shall:

1. Over the life of the Project, fund a total contribution equal to the federal share (CWPPRA – allocated funds) of the total Project costs, including any relocation costs associated with the Project.

2. Prior to the advertisement of each construction contract, FWS shall provide a contribution equal to the federal share of that portion of total first costs incurred to date and anticipated to be expended through completion of that construction contract, including any relocation costs associated with the Project.

3. Reimburse CPRA using electronic funds transfer (EFT) procedures in accordance with 31 CFR 208 for the federal share of the actual costs incurred by CPRA for project management, geotechnical and engineering services proved for the Project, permitting coordination, and acquiring all land rights (easements, servitudes, and rights-of-way, including suitable borrow material and disposal areas) as determined by FWS to be necessary for Project construction, operation, maintenance, and rehabilitation.

4. Acquire all landrights, easements, servitudes and rights-of-way, including suitable borrow and dredged material disposal areas, and fulfill all applicable Federal and state regulatory requirements on federally owned or controlled lands or waters.

5. Participate with CPRA on the level of design effort needed to determine the effectiveness of a project in achieving intended environmental benefits.

6. Participate in a preliminary design review with CPRA at thirty percent (30%) completion of Phase I project evaluation in accordance with Section 6.e., CWPPRA Standard Operating Procedures Manual (Revision 16 dated June 3, 2009).

7. Provide the federal share of costs identified in the OMRR&R Plan and actually incurred by CPRA, subject to the limitations on expenditures set forth in Article XIX.

8. Conduct final inspection of the completed works of improvement with CPRA to determine whether all work has been performed in accordance with the contractual requirements. Based on this determination, accept work from the contractor and notify CPRA of acceptance.

9. Participate, with CPRA, in an evaluation within 12 - 18 months following the completion of construction to assess OMRR&R needs. FWS will also participate with CPRA in any subsequent evaluations as the parties deem necessary to address long-term maintenance, operation, and rehabilitation of the Project.

10. Ensure that all National Environmental Policy Act (NEPA) and regulatory requirements, including permits, for the Project are met.

### **ARTICLE III – LAND RIGHTS, FACILITIES, AND PUBLIC LAW 91-646 RELOCATION ASSISTANCE**

a. On non-Federal lands, CPRA shall acquire all land rights, easements, servitudes, rights-of-way, and material borrow and disposal areas determined to be necessary for construction of the Project and as mutually agreed-to by CPRA and FWS. Prior to the advertisement of any construction contract, CPRA shall provide certification to FWS that all land rights, easements, servitudes, rights-of-way and material borrow and disposal areas required, have been acquired as part of this Agreement and shall furnish to FWS evidence supporting actual rights-of-way acquired by CPRA for Project construction, operation, and maintenance.

b. The State shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646) as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 CFR part 24, in acquiring lands, easements, and rights-of-way for construction and subsequent operation, maintenance, and rehabilitation of the project.

c. No title to the property or minerals affected herein are transferred with any easements, servitudes, rights-of-way, and material borrow and disposal areas provided by CPRA pursuant to this Agreement. No public rights of ownership shall be transferred and vested in private parties as a result of the Project. Further, any easements, servitudes, rights-of-way, and material borrow and disposal areas shall provide for reasonable access for mineral exploration and development.

### **ARTICLE IV – VALUE OF LAND RIGHTS AND FACILITIES**

a. The value of the land rights, easements, servitudes, and rights-of-way to be included in total Project costs and credited towards CPRA's share of total Project costs will be determined in accordance with the following procedures:

1. The costs associated with securing all land rights, easements, servitudes, and rights-of-way to be acquired by CPRA (Article III.a.) shall be the actual costs including, but not limited to, expenses associated with securing legal land rights instruments from all sources (legal reviews, recording fees, etc.) associated with Project activities. An estimate of such costs will be prepared by CPRA and approved by FWS for credit allowance as part of the CPRA cost-share. Credit allowance for any costs above this estimate must be approved by FWS.

2. Any costs incurred for relocations will be included in total Project costs and will be accomplished as part of Project construction through the agreed cost-share arrangement.

### **ARTICLE V – CONSTRUCTION PHASING AND MANAGEMENT**

- a. To provide for consistent and effective communication between CPRA and FWS during the period of construction, CPRA and FWS shall appoint representatives to coordinate scheduling, plans, specifications, modifications, contract costs, and other matters relating to construction of the Project.
- b. FWS will participate with CPRA, or its appointed representative, in the engineering and design phases of the Project. Oversight of engineering and construction of the Project will be the responsibility of CPRA or its appointed representative. At least thirty (30) calendar days prior to the date of formal request for construction bids, CPRA, or its appointed representative, shall provide FWS with final copies of all Project designs and specifications for review and concurrence by FWS. FWS, or its appointed representative, and CPRA shall concur in the final designs and specifications prior to proceeding with bid solicitations on all project construction contracts. Any plan and/or specification(s) changes, both before and after award of construction contracts, shall be jointly approved by FWS and CPRA.
- c. The representatives appointed above shall meet as necessary during the period of construction and shall make such recommendations as they deem warranted to the Contracting Officer.
- d. The Contracting Officer shall consider the recommendations of the representatives in all matters relating to construction of the Project; but the Contracting Officer, having ultimate responsibility for construction of the Project, has complete discretion to accept, reject, or modify the recommendations.
- e. Following completion of the Project, or functional portion of the Project, final acceptance of the Project, or functional portion of the Project, will be jointly made by FWS and CPRA. Should the Project, or functional portion of the Project, not meet plan specification objectives, then CPRA will have the option to approve modification of the Operation, Maintenance, and Rehabilitation Plan, or to terminate this Agreement. However, both CPRA and FWS shall endeavor to modify the Project and/or its Operation, Maintenance, and Rehabilitation Plan to ensure that the original plan specification objectives are achieved.

## **ARTICLE VI – METHOD OF PAYMENT**

- a. CPRA shall provide the contributions required under Article II of this Agreement. The Task Force has estimated a Phase I cost of \$2,320,214 for this particular Project. To meet its share, CPRA will contribute, through in-kind services or in cash, the non-federal share of the maximum Phase I costs. The maximum amount of CPRA's contribution is \$348,032. This figure is subject to modification as provided for in Section 303(f) of CWPPRA. Any costs in excess of the Phase I cost of \$2,320,214 are subject to amendment of this Agreement and Task Force approval, as provided in Article XIX. The maximum amount of CPRA's required minimum five percent (5%) cash contribution for Phase I is \$116,010. Funding methods and limits of obligations are specified in Article XIX – Project Cost Limits. Should the Task Force authorize expenditure of Phase II funding, this Agreement shall be amended in accordance with Article XX.
- b. CPRA shall provide its required cash contribution in proportion to the rate of federal expenditures in accordance with the following provisions:



1. For purposes of budget planning, FWS shall notify CPRA by October 1 of each year of the estimated funds that will be required from CPRA to meet its share of total Project costs for the subsequent fiscal year.

2. No later than sixty (60) calendar days prior to the advertisement of each construction contract, FWS shall notify CPRA of CPRA's share of that portion of total first costs incurred to date and anticipated to be expended through completion of that construction contract. This amount will include the non-federal share of total first costs in cash and/or credit as described in Article II.b.3., and the minimum cash contribution of five percent (5%) of total first costs as described in Article II.b.2. No later than thirty (30) calendar days thereafter, CPRA shall verify to the satisfaction of FWS or its representatives, that it has deposited the requisite amount in an escrow account with interest accruing to CPRA.

3. For the second and subsequent fiscal years of Project implementation, no later than sixty (60) calendar days prior to the beginning of the fiscal year, CPRA shall make the necessary funds available to FWS through the funding mechanism specified in Article VI.b.2. of this Agreement. As construction of the Project proceeds, FWS shall adjust the amount required to be provided under this paragraph to reflect actual costs.

4. If, at any time during the period of construction, FWS determines that additional funds will be needed from CPRA to meet CPRA's required share, FWS shall so notify CPRA, and CPRA, no later than forty-five (45) calendar days from receipt of such notice, shall make the necessary funds available through the funding mechanism specified in Article VI.b.2. of this Agreement.

c. FWS will draw on the escrow account such sums as FWS deems necessary to cover contractual and in-house fiscal obligations attributable to the Project on an annual basis, as well as costs incurred by FWS prior to the initiation of construction but after January 20, 2010, according to Article I.b.

d. The escrow account will be managed for FWS by the New Orleans District, U.S. Army Corps of Engineers. Funds will be withdrawn from the account and disbursed to FWS as requested.

e. Upon completion of the Project, or termination of this Agreement in accordance with Article XV of this Agreement, and resolution of all relevant contract claims and appeals, FWS shall compute the total Project costs and tender to CPRA a final accounting of CPRA's share of total Project costs. In the event that the total contribution by CPRA is less than its minimum required share of total Project costs, CPRA shall, no later than ninety (90) calendar days after receipt of written notice, make a cash payment to FWS of whatever sum is required to meet its minimum required non-federal share of total Project costs, subject to the availability of appropriations.

f. In the event CPRA has made cash contributions in excess of five percent (5%) of total Project costs which result in CPRA having provided more than its required share of total Project costs, FWS shall, no later than ninety (90) calendar days after the final accounting is complete, subject to the

availability of appropriations, return said excess to CPRA; however, CPRA shall not be entitled to any refund of the five percent (5%) cash contribution required pursuant to Article II.b.2. of this Agreement.

g. If CPRA's total contribution under this Agreement (including land rights, easements, rights-of-way, relocations, material borrow and disposal areas, and work-in-kind provided by CPRA and approved by FWS) exceeds CPRA's required non-federal share of total Project costs, FWS shall verify the actual exceeded costs and direct the U.S. Army Corps of Engineers, subject to the availability of appropriations for that purpose, and the minimum five percent (5%) cash requirement, refund the excess to CPRA no later than ninety (90) calendar days after the final accounting is complete.

## **ARTICLE VII – DISPUTES**

Before any party to this Agreement may bring suit in any court concerning an issue relating to this Agreement, such party must first seek in good faith to resolve the issue through negotiations or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

## **ARTICLE VIII – OPERATING, MAINTENANCE, REPAIR, REPLACEMENT AND REHABILITATION**

a. After CPRA has accepted, with the concurrence of FWS, the completed Project, or the functional portion of the Project, CPRA shall assume responsibilities for operation, maintenance repair, replacement, and rehabilitation (OMRR&R) of the completed Project, or functional portion of the Project, following the recommendations jointly developed and approved by CPRA and FWS in the OMRR&R Plan defined in Article I.I. of this Agreement. These responsibilities will remain in effect for the expected life of the Project which is twenty (20) years from the date of acceptance of the completed Project unless otherwise agreed to by FWS and CPRA.

b. CPRA grants FWS the right to enter, at reasonable times and in a reasonable manner, upon land which it owns or maintains access easements to the Project, for the purpose of inspection related to OMRR&R of the Project. If an inspection shows that CPRA, for any reason, is failing to fulfill its obligations under this Agreement, FWS will send a written notice to CPRA concerning a need for compliance. If CPRA persists in such failure for ninety (90) calendar days after receipt of this notice, then FWS shall have a right to cancel the federal assistance portion of this Agreement for any additional expenses related to OMRR&R costs of the Project.

## **ARTICLE IX – MAINTENANCE OF RECORDS**

FWS and CPRA shall keep books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to this Agreement to the extent and in such detail as will properly reflect total Project costs. FWS and CPRA shall maintain such books, records, documents and other evidence for a minimum of three (3) years after completion of construction, operation, maintenance, repair, replacement, rehabilitation, of the Project and resolution of all relevant claims arising therefrom, and shall make available at their offices at reasonable times, such books, records, documents, and other evidence for inspection and audit by authorized representatives of the parties to this Agreement.



## **ARTICLE X – GOVERNMENT REVIEW OF RECORDS**

FWS shall have the right to conduct an audit, when appropriate, of CPRA's records for the Project to ascertain the reasonableness and allowability of its costs for inclusion as credit against the non-federal share of Project costs.

## **ARTICLE XI – STATE REVIEW OF RECORDS**

CPRA shall have the right to conduct an audit, when appropriate, of FWS' records for the Project to ascertain the reasonableness and allowability of its costs for inclusion as credit against the federal share of Project costs.

## **ARTICLE XII – RELATIONSHIP OF PARTIES**

The parties to this Agreement act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, or employee of the other.

## **ARTICLE XIII – OFFICIALS NOT TO BENEFIT**

No member of, or delegate to, the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

## **ARTICLE XIV – COVENANT AGAINST CONTINGENT FEES**

CPRA warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CPRA for the purpose of securing business. For breach or violation of this warranty, FWS shall have the right to annul this Agreement without liability, or, in its discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **ARTICLE XV – TERMINATION OR SUSPENSION**

a. If FWS or CPRA fail to receive annual appropriations for the Project in amount sufficient to meet Project expenditure for the then-current or upcoming fiscal year, FWS or CPRA shall so notify the other Party. After sixty (60) calendar days from such notification either party may elect, without penalty, to terminate this Agreement pursuant to this Article or to defer future performance hereunder; however, deferral of future performance under this Agreement shall not affect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Project and proceed to final accounting in accordance with Article VI of this Agreement. In the event that either party elects to defer future performance under this Agreement pursuant to this Article,

such deferral shall remain in effect until such time as FWS or CPRA receives sufficient appropriations or until either party elects to terminate this Agreement.

b. Except as provided in paragraph (a) above, if at any time CPRA fails to make the payments required under this Agreement, FWS shall terminate or suspend work on the Project until CPRA is no longer in arrears, unless FWS determine that continuation of work on the Project is in the best interest of the United States or is necessary in order to satisfy agreements with any other non-federal interests in connection with the Project. CPRA shall not be liable for any future payments should FWS continue work on the Project, but shall remain liable for obligations previously incurred.

#### **ARTICLE XVI – OBLIGATIONS OF FUTURE APPROPRIATIONS**

Nothing herein shall constitute, or be deemed to constitute, an obligation of future appropriations by the legislature of the State of Louisiana when obligating future appropriations would be inconsistent with the State's constitutional or statutory limitations.

#### **ARTICLE XVII – NOTICES**

a. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage pre-paid), registered, or certified mail, as follows:

If to CPRA:  
Chairman, Coastal Protection and Restoration Authority  
900 N. 3rd Street  
State Capitol Building, 4th floor  
Baton Rouge, LA 70802

If to FWS:  
Supervisor, Louisiana Field Office  
U.S. Fish and Wildlife Service  
646 Cajundome Boulevard, Suite 400  
Lafayette, LA 70506

b. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

c. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is personally delivered or seven (7) calendar days after it is mailed, as the case may be.

#### **ARTICLE XVIII – CONFIDENTIALITY**

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

#### **ARTICLE XIX – PROJECT COST LIMITS**

a. The Task Force will finance the Project in two phases. Phase I funding is comprised of those funds needed for any necessary analysis of environmental benefits, any necessary hydrologic data

collection and analysis, draft OMRR&R Plan and Engineering and Design. Engineering and Design includes Engineering, Design, Environmental Clearances, Permitting, Project Management and Real Estate requirements up to, but not including, the purchase of real estate. The Task Force estimated Phase I cost for this Project at \$2,320,214. This is the total funding and obligation for FWS and the State until Phase II funding is approved. Any cost in excess of this maximum total Phase I cost is subject to Task Force approval and amendment of this Agreement, as provided in Article XX. The budget for Phase I by funding category includes the following:

1.	E & D	\$ 1,787,941
2.	Easements and Landrights	\$ 76,278
3.	Federal S&A	\$ 152,556
4.	CPRA S&A	\$ 300,082
5.	U.S. Army Corps of Engineers Project Mgmt.	\$ 3,356
<b>Total</b>		<b><u>\$ 2,320,214</u></b>

b. If, at any time during the performance of work for a particular funding category, the actual or anticipated cost of that category exceeds the 100% cost of that particular funding category as set forth in Article XIX.a. of this Agreement, all work in that particular category shall cease. FWS and CPRA 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 would not result in the total Phase costs exceeding the maximum total cost defined in Article XIX.a. of this Agreement. Such agreement regarding transferring funds from one category to the other shall be made by letter agreement confirmed by the mutual written approval of both the FWS and the CPRA. Work on that particular funding category shall thereafter resume.

c. After Phase I has been substantially completed, the Task Force may authorize expenditure of Phase II funding. This process will be accomplished as specified in the CWPPRA Project Standard Operating Procedures Manual. This Agreement shall then be amended in accordance with the provisions of Article XX to include the total Phase II costs and the initial fund obligation of Phase II which consists of Construction, the purchase of real estate, and the first three (3) years of OMRR&R. Construction includes Project Management, Contract Management, Construction Supervision, and Inspection.

d. OMRR&R costs and fund obligations beyond the initial first three (3) year funding obligation will be in accordance with Section 6.j. of the CWPPRA Project Standard Operating Procedures Manual (Revision 16 dated June 3, 2009).

## **ARTICLE XX - AMENDMENTS TO BE IN WRITING**

This Agreement may be modified by agreement of the parties, in accordance with the provisions of CWPPRA and applicable federal and state regulations. All such amendments, modifications,

revisions, and/or changes to this Agreement must be made in writing and acknowledged by signature of the authorized representatives of all parties of this Agreement. All such amendments, modifications, revisions, and/or changes to this Agreement shall be subject to review and approval by the Division of Administration, State of Louisiana.

#### **ARTICLE XXI – EQUAL OPPORTUNITY AND CIVIL RIGHTS**

The program or activities conducted under this Agreement will be in compliance with the nondiscrimination provisions contained in the following Federal anti-discrimination laws: (1) Titles VI and VII of the Civil Rights Act of 1964 (Public Law 88-352), as amended; (2) the Civil Rights Restoration Act of 1987 (Public Law 100-259); (3) the Civil Rights Act of 1991 (Public Law 102-166), as amended; (4) Executive Order 11478, as amended; (5) Section 504 of the Rehabilitation Act of 1973 (PL 93-112), as amended; (6) Title II of the Americans with Disabilities Act of 1990 (PL 101-336); (7) the Age Discrimination in Employment Act (PL 93-259), as amended; (8) Age Discrimination Act of 1975 (PL 94-135); (9) Equal Pay Act; (10) Title IX of the Education Amendments of 1972, as amended; and (11) other Federal statutes that prohibit discrimination. They will also be in accordance with nondiscrimination regulations of the Secretary of Interior (43 CFR 17). The program or activities conducted under this Agreement will provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, handicap or sexual orientation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Departments of Interior or any agency thereof.

#### **ARTICLE XXII – SURVEY**

Prior to commencement of any construction activities, FWS or the CPRA, at the option of CPRA, shall (1) cause to be conducted, a survey to determine the highest tide during winter season or such other time which will indicate the extent of State ownership existing prior to commencement of any restoration activities, or (2) obtain aerial photographs or satellite images of the project area taken within one (1) year prior to commencement of the restoration activity, or (3) acquire such other information as is acceptable to CPRA to indicate the extent of State ownership. Any costs associated with this Article are considered a part of total Project costs and shall be cost-shared according to the terms previously identified.

#### **ARTICLE XXIII – FEDERAL AND STATE LAWS**

- a. In exercise of CPRA's rights and obligations hereunder, CPRA agrees to comply with all applicable Federal and State laws and regulations.
- b. FWS agrees to comply with all applicable Federal and State of Louisiana laws and/or regulations, unless state law and regulations are preempted by federal law.

#### **ARTICLE XXIV – FISCAL FUNDING**

FWS Agreement No.  
CPRA Agreement No.

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

**LOST LAKE MARSH CREATION AND HYDORLOGIC RESTORATION  
PROJECT TE-72**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this  
22nd day of April, 2010, before the undersigned witnesses.

**U.S. DEPT. OF INTERIOR  
FISH AND WILDLIFE SERVICE  
SERVICE**

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

James F. Boggs  
Supervisor, Louisiana Field Office

**STATE OF LOUISIANA  
COASTAL PROTECTION AND  
RESTORATION AUTHORITY**

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

Garret Graves, Chairman  
Coastal Protection and  
Restoration Authority

**WITNESSES:**

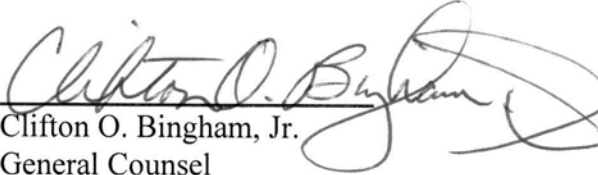
Kevin J. Ray  
Neil J. [unclear]  
Donald Hall

**WITNESSES:**

Enger Kinchen  
Enger Kinchen  
GRUPE/Brusi

CERTIFICATE OF AUTHORITY

I, Clifton O. Bingham, Jr., do hereby certify that I am the principal legal officer of the Coastal Protection Restoration Authority for the State of Louisiana, that the Coastal Protection Restoration Authority for the State of Louisiana is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the U.S. Department of Interior-Fish and Wildlife Service and the State of Louisiana in connection with the **LOST LAKE MARSH CREATION AND HYDROLOGIC RESTORATION PROJECT (TE-72)**, Terrebonne, Parish, LA, and that the persons who have executed this Agreement on behalf of the State have acted within their statutory authority. IN WITNESS WHEREOF, I have made and executed this certification this 22nd day of April, 2010.

  
Clifton O. Bingham, Jr.  
General Counsel



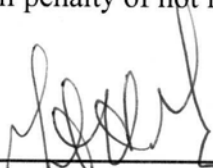
### **CERTIFICATION REGARDING LOBBYING**

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 any 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:** 4/22/2010

  
\_\_\_\_\_  
Garret Graves, Chair  
Coastal Protection and Restoration Authority

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 26<sup>th</sup> day of May, 2010, personally came and appeared James F. Boggs who declared that he is the Supervisor Louisiana Field Office of the U.S. Department of the Interior, Fish and Wildlife Service, that he executed the foregoing instrument on behalf of said Federal Agency and that the instrument was signed pursuant to the authority granted to him by said Federal Agency and that he acknowledged the instrument to be the free act and deed of said Federal Agency.

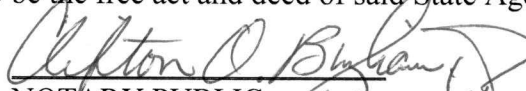
  
NOTARY PUBLIC  
LA Notary ID 9237

My commission expires: With Life  
(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 22<sup>nd</sup> day of April, 2010, personally came and appeared Garret Graves, to me known, who declared that he is the Chairman of the Coastal Protection and Restoration Authority, State of Louisiana, 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.

  
NOTARY PUBLIC LA Bar No. 03052  
Clifton O. Bingham, Jr.  
General Counsel

My commission expires: with life  
(SEAL)

BOBBY JINDAL  
GOVERNOR



JEROME ZERINGUE  
EXECUTIVE DIRECTOR

State of Louisiana  
COASTAL PROTECTION & RESTORATION AUTHORITY  
THROUGH THE DEPARTMENT OF NATURAL RESOURCES  
OFFICE OF MANAGEMENT & FINANCE  
(IN ACCORDANCE WITH R.S. 49:214.6.2C(4))  
September 27, 2013

Jim Boggs, Field Supervisor  
U.S. Fish & Wildlife Service  
646 Cajundome Blvd., Suite 400  
Lafayette, Louisiana 70506

RE: CPRA Agreement No. 2511-10-06  
Amendment No. 1  
"Lost Lake Marsh Creation & Hydrologic Restoration (TE-72)"

Dear Mr. Boggs:

Enclosed for your records is a fully executed copy of the Amendment for the above referenced contract approved under CPRA Special Delegation.

Should you have any questions, please contact your Project Manager Amanda Bordelon at [Amanda.bordelon@la.gov](mailto:Amanda.bordelon@la.gov).

Sincerely,

A handwritten signature in black ink that reads "Renita Hoskins".

Renita Hoskins  
Contracts and Grants Administrator

RH/slh  
Enclosure

c: Amanda Bordelon, CPRA  
Michelle Klecker, CPRA  
Gwen Thomas, Fiscal

CFMS# 690958  
APPROVED UNDER OCPR  
SPECIAL DELEGATION

FWS AGREEMENT NO.  
CPRA AGREEMENT NO. 2511-10-06  
AMENDMENT NO. 1

Rebecca Hosken  
2013 AUG 21 PM  
AMENDMENT NO. 1

TO  
COST SHARING AGREEMENT  
BETWEEN

U.S. DEPARTMENT OF INTERIOR - FISH AND WILDLIFE SERVICE

AND

STATE OF LOUISIANA

FOR CONSTRUCTION, OPERATION, MAINTENANCE, REHABILITATION AND  
MONITORING OF THE  
LOST LAKE MARSH CREATION AND HYDROLOGIC RESTORATION  
PROJECT (TE-72)

Reference is made to **ARTICLE XX-AMENDMENTS TO BE IN WRITING**, of the Cost Sharing Agreement for the captioned Project entered into the 22<sup>nd</sup> day of April, 2010, by and between the U.S. Department of Interior, represented by the Fish and Wildlife Service (hereinafter referred to as "FWS"), acting by and through the Supervisor, Louisiana Field Office, and the State of Louisiana, represented by the Coastal Protection and Restoration Authority Board (hereinafter referred to as the "CPRA Board"), acting by and through the Chairman of the CPRA Board, as authorized by CPRA Board Resolution on the 18<sup>th</sup> day of February, 2009 and the provisions of La R.S. 49:214.1 and La. R.S. 214.5.2; which allow for the Cost Sharing Agreement to be amended in writing.

Therefore,

**WITNESSETH THAT:**

**WHEREAS**, expenditure of Phase I funding for the Lost Lake Marsh Creation and Hydrologic Restoration (TE-72) project was authorized by the Coastal Wetlands Planning, Protection, and Restoration Act Task Force (hereinafter referred to as "Task Force") in January 2010 as part of Priority Project List 19 (PPL 19); and,



**WHEREAS**, the agreement between FWS and CPRA entered into on the 22<sup>nd</sup> of April, 2010 allowed for the authorization of Phase II funding by the CWPPRA Task Force upon successful completion of Phase I of the Project; and,

**WHEREAS**, the categories of E&D (including supervision & administration), Easements and Landrights, and, Pre-Construction Monitoring are substantially completed; and,

**WHEREAS**, expenditure of Phase II for the Lost Lake Marsh Creation and Hydrologic Restoration (TE-72) project was authorized by the Task Force on January 24, 2013.

**NOW THEREFORE**, the following Articles and Paragraphs are amended as follows:

**1. ARTICLE VI – METHOD OF PAYMENT**

Paragraph “a.” contained in the April 22, 2010 Agreement is deleted in its entirety and the following is substituted therefore:

“a. CPRA shall provide the contributions required under Article II of this Agreement. The Task Force has estimated a Phase I cost of \$2,320,214 and a Phase II cost of \$32,306,514 for a total amount of \$34,626,728 for this Project. To meet its share, CPRA will contribute, through in-kind services or in cash, the non-Federal share of the Phase I and Phase II costs. Hence, the maximum amount of the CPRA contribution for Phase I is \$348,032 and for Phase II is \$4,845,977 the total of which is \$5,194,009. This figure is subject to modification as provided for in Section 303(f) of CWPPRA. Any costs in excess of the Phase I cost of \$2,320,214 or the Phase II cost of \$32,306,514 are subject to amendment of this Agreement and Task Force approval, as provided in Article XIX of this Agreement. The maximum amount of the CPRA required minimum five percent (5%) cash contribution for Phase I is \$116,011 and Phase II is \$1,615,326. Funding methods and limits of obligations are specified in ARTICLE XIX-PROJECT COST LIMITS.”

**2. ARTICLE XIX – PROJECT COST LIMITS**

Paragraph “a.” contained in the April 22, 2010 Agreement is deleted in its entirety and the following is substituted therefore:

“a. The Task Force has financed Phase I at an estimated cost of \$2,320,214 and the Phase II at an estimated cost of \$32,306,514 for a total Project cost of \$34,626,728. Phase I funding is comprised of those funds needed for any necessary analysis of environmental benefits, any necessary hydrologic data collection and analysis, Pre-construction Biological Monitoring, Monitoring Plan Development, Engineering and Design, and draft OMRR&R Plan Development. Engineering and Design includes Engineering, Design, environmental compliance (cultural resources, NEPA, HTRW) and permitting, Project Management and Real Estate requirements up to, but not including, the purchase of real estate. Phase II funding is comprised of those funds needed for Construction (including Project Management, Contract Management,

Construction Supervision and Inspection), Post-construction Biological Monitoring (to include construction phase biological monitoring), OMRR&R, and the Purchase of Real Estate. Any cost in excess of these total Phase I and Phase II costs is subject to Task Force approval and amendment of this Agreement as provided in Article XX of this Agreement. The budget for each Phase by funding category includes the following (rounded to the nearest whole number):

PHASE I

1.	E&D	\$ 1,787,941
2.	Easements and Landrights	\$ 76,278
3.	CPRA Administration	\$ 300,082
4.	FWS Administration	\$ 152,556
5.	Corps Project Management	\$ <u>3,356</u>
<b>Total Phase I</b>		<b>\$ 2,320,214</b>


PHASE II

1.	Construction	\$ 22,273,576
2.	Construction supervision & inspection	\$ 572,411
3.	Contingency	\$ 5,568,394
4.	Landrights	\$ 0
5.	FWS Administration	\$ 101,185
6.	CPRA Administration	\$ 298,550
7.	COE Project Management (Phase II Construction)	\$ 2,170
8.	COE Project Management (Phase II Long Term)	\$ 31,535
9.	Monitoring	\$ 284,348
10.	Operation, Maintenance and Rehabilitation (State)	\$ 2,992,203
11.	Operation, Maintenance and Rehabilitation (Federal)	\$ <u>182,142</u>
<b>Total Phase II</b>		<b>\$ 32,306,514"</b>

**LOST LAKE MARSH CREATION AND HYDROLOGIC RESTORATION  
PROJECT (TE-72)**

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed on the dates indicated and before the undersigned witnesses.

**U.S. DEPT. OF INTERIOR  
FISH AND WILDLIFE SERVICE**

BY: 

DATE: 9/19/13

Jeffrey D. Weller,  
Supervisor  
Louisiana Ecological Services Office


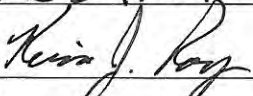
**STATE OF LOUISIANA  
COASTAL PROTECTION AND  
RESTORATION AUTHORITY BOARD**

BY: 

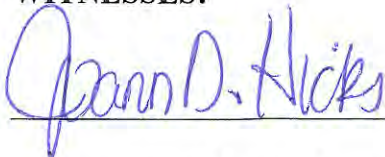

DATE: August 9, 2013

Garret Graves, Chairman  
Coastal Protection and  
Restoration Authority Board

**WITNESSES:**

  
Brigitte D. Firmin (Print)  
  
Kevin J. Roy (Print)

**WITNESSES:**

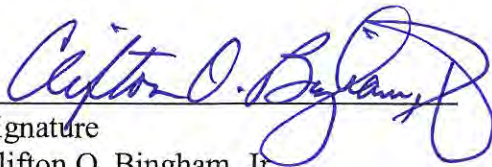
  
Joann D. Hicks (Print)  
  
SHIRLEY LONG (Print)



### CERTIFICATE OF AUTHORITY

I, Clifton O. Bingham, Jr., do hereby certify that I am legal counsel of the Coastal Protection Restoration Authority ("CPRA") and the Coastal Protection and Restoration Authority Board ("CPRA Board"); that the CPRA Board is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement and subsequent amendments thereto, between the U.S. Department of Interior-Fish and Wildlife Service and the State of Louisiana and subsequent amendments thereto, in connection with the **LOST LAKE MARSH CREATION AND HYDROLOGIC RESTORATION PROJECT (TE-72)**, Terrebonne Parish, Louisiana, and that the persons who have executed this Agreement on behalf of the State have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 9th day of August, 2013.

  
\_\_\_\_\_  
Signature  
Clifton O. Bingham, Jr.  
General Counsel  
Louisiana Bar Number 03052

### **CERTIFICATION REGARDING LOBBYING**


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 any 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:**

August 9, 2013


  
\_\_\_\_\_  
Garret Graves, Chairman  
Coastal Protection and Restoration  
Authority Board



**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 19<sup>th</sup> day of September 2013, personally came and appeared Jeffrey D. Weller who declared that he is the Supervisor of the Louisiana Ecological Services Office of the U.S. Department of the Interior, Fish and Wildlife Service, that he executed the foregoing instrument on behalf of said Federal Agency and that the instrument was signed pursuant to the authority granted to him by said Federal Agency and that he acknowledged the instrument to be the free act and deed of said Federal Agency.

  
Signature

Jennifer Pryor  
Print Name

9237  
Louisiana Notary Public / Bar Number

My commission expires: With Life  
(SEAL)

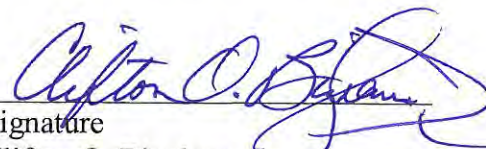
**STATE OF LOUISIANA**

**PARISH OF EAST BATON ROUGE**

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 9<sup>th</sup> day of August, 2013, personally came and appeared Garret Graves, 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.



OFFICIAL SEAL  
Clifton O. Bingham, Jr.  
BAR ROLL # 03052  
STATE OF LOUISIANA  
My Commission is for Life

  
Signature  
Clifton O. Bingham, Jr.  
General Counsel  
Louisiana Bar Number 03052

My commission expires: with life  
(SEAL)



# State of Louisiana

JOHN BEL EDWARDS  
GOVERNOR

January 5, 2018

Darryl Clark  
U.S. Department of Interior  
Fish and Wildlife Services  
646 Cajundome Blvd.  
Suite 400  
Lafayette, LA 70506

RE: LaGov No. C109020148.10  
CPRA Contract No. 2511-10-06  
Amendment No. 2  
"Lost Lake Marsh Creation and Hydrologic Restoration Project (TE-0072)"

Dear Mr. Clark:

Enclosed for your records please find an executed copy of the above-mentioned amendment approved under CPRA Special Delegation.

Should you have any questions, please call Kenneth Bahlinger at (225) 342-7362.

Sincerely,

A handwritten signature in blue ink, reading "Allison Richard", is positioned above the printed name.


Allison Richard  
Coastal Resources Program Specialist

Enclosure

cc: Kenneth Bahlinger, CPRA PM

**Executive Division**



LaGov# 1109020148.10  
APPROVED UNDER CPRA  
SPECIAL DELEGATION  


FWS Agreement No. \_\_\_\_\_  
CPRA Agreement No. 2511-10-06  
Amendment No. 2

**AMENDMENT NO. 2**

**TO**

**COST SHARING AGREEMENT**

**BETWEEN**

**U.S. DEPARTMENT OF INTERIOR - FISH AND WILDLIFE SERVICE**

**AND**

**STATE OF LOUISIANA**

**FOR CONSTRUCTION, OPERATION, MAINTENANCE, REHABILITATION AND  
MONITORING OF THE**

**LOST LAKE MARSH CREATION AND HYDROLOGIC RESTORATION PROJECT (TE-72)**

Reference is made to **ARTICLE XX-AMENDMENTS TO BE IN WRITING**, of the Cost Sharing Agreement for the captioned Project entered into the 22<sup>nd</sup> day of April, 2010, by and between the U.S. Department of Interior, represented by the Fish and Wildlife Service (hereinafter referred to as "FWS"), acting by and through the Program Supervisor, Arkansas-Louisiana-Mississippi-Alabama Field Offices, and the State of Louisiana, represented by the Coastal Protection and Restoration Authority Board (hereinafter referred to as the "CPRA Board"), acting by and through the Chairman of the CPRA Board, as authorized by CPRA Resolution on the 18<sup>th</sup> day of February, 2009 and the provisions of La R.S. 49:214.1 and La. R.S. 214.5.2; which allow for the Cost Sharing Agreement to be amended in writing.

Therefore,

**WITNESSETH THAT:**

**WHEREAS**, pursuant to La. R.S. 49:214.5.2(A)(1), CPRA Board represents the State of Louisiana's position in policy relative to the protection, conservation, enhancement, and restoration of the coastal area of the state through oversight of integrated coastal protection projects and programs and has the power and authority under La. R.S. 49:214.5.2(A)(7) to enter into any contract or agreement on behalf of the State of Louisiana with the federal government or any federal agency or any political subdivision of the state or private individual 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 money upon the terms and conditions, including any requirement of matching grants in whole or part, which may be necessary; and,

**WHEREAS**, La. R.S. 49:214.6.1 provides that the Coastal Protection and Restoration Authority (hereinafter the "CPRA") is the implementation and enforcement arm of the CPRA Board and is

directed by the policy set by CPRA Board; and La. R.S. 49:214.6.2 provides that the CPRA shall administer the programs of the CPRA Board, 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 may acquire by purchase, donation, or otherwise any lands needed for integrated coastal protection projects; and accordingly, CPRA shall administer and implement the obligations undertaken by the State of Louisiana through the CPRA Board pursuant to this Agreement; and,

**WHEREAS**, expenditure of Phase I funding for the Lost Lake Marsh Creation and Hydrologic Restoration (TE-72) project was authorized by the Coastal Wetlands Planning, Protection, and Restoration Act (CWPPRA) Task Force (hereinafter referred to as "Task Force") in January 2010 as part of the Priority Project List 19 (PPL 1995); and,

**WHEREAS**, the agreement between FWS and CPRA entered into on the 22<sup>nd</sup> day of April, 2010 allowed for the authorization of Phase II funding by the CWPPRA Task Force upon successful completion of Phase I of the Project; and,

**WHEREAS**, the categories of Engineering and Design (E&D) (including supervision & administration), Easements and Landrights, and, Pre-Construction Monitoring are substantially completed; and,

**WHEREAS**, expenditure of Phase II for the Lost Lake Marsh Creation and Hydrologic Restoration (TE-72) project was authorized by the Task Force on January 24, 2013; and,

**WHEREAS**, the CWPPRA Task Force approved on October 18, 2016, a monitoring cost increase of \$499,130 for Phase II of the Lost Lake Marsh Creation and Hydrologic Restoration (TE-72) project;

**NOW THEREFORE**, the following Articles and Paragraphs are amended as follows:

**1. ARTICLE VI – METHOD OF PAYMENT**

Paragraph "a." contained in the August 9, 2013, Amendment No. 1 is deleted in its entirety and the following is substituted therefore:

"a. CPRA shall provide the contributions required under Article II of this Agreement. The Task Force has estimated a Phase I cost of \$2,320,214 and a revised Phase II cost of \$32,805,644 for a total amount of \$35,125,858. To meet its share, CPRA will contribute, through in-kind services or in cash, the non-Federal share (15%) of the Phase I and Phase II costs. Hence, the maximum amount of the CPRA contribution for Phase I is \$348,032 and for Phase II is \$4,920,847 the total of which is \$5,268,879. This figure is subject to modification as provided for in Section 303(f) of CWPPRA. Any costs in excess of the Phase I cost of \$2,320,214 or the Phase II cost of \$32,805,644 are subject to amendment of this Agreement and Task Force approval, as provided in Article XIX of this Agreement. The maximum amount of the CPRA required minimum five percent (5%) cash contribution for Phase I

is \$116,011 and Phase II is \$1,640,282. Funding methods and limits of obligations are specified in ARTICLE XIX-PROJECT COST LIMITS.”

## 2. ARTICLE XIX – PROJECT COST LIMITS

Paragraph “a.” contained in the March 29, 2009 Agreement is deleted in its entirety and the following is substituted therefore:

“a. The Task Force has financed Phase I at an estimated cost of \$2,320,214 and the Phase II at an estimated cost of \$32,805,644 for a total cost of \$35,125,858. Phase I funding is comprised of those funds needed for any necessary analysis of environmental benefits, any necessary hydrologic data collection and analysis, Pre-construction Biological Monitoring, Monitoring Plan Development, Engineering and Design, and draft Operation, Maintenance, Repair, Replacement and Rehabilitation (OMRR&R) Plan Development. Engineering and Design includes engineering, design, environmental compliance [cultural resources, National Environmental Policy Act (NEPA), Hazardous, Toxic and Radioactive Waste (HTRW)] and permitting, Project Management and Real Estate requirements up to, but not including, the purchase of real estate. Phase II funding is comprised of those funds needed for Construction (including Project Management, Contract Management, Construction Supervision and Inspection), Post-construction Biological Monitoring (to include construction phase biological monitoring), OMRR&R, and the purchase of real estate. Any cost in excess of these total Phase I and Phase II costs is subject to Task Force approval and amendment of this Agreement as provided in Article XX of this Agreement. The budget for each Phase by funding category includes the following (rounded to the nearest dollar):

### PHASE I

1.	E&D	\$ 1,644,941
2.	Easements and Landrights	\$ 219,278
3.	CPRA Supervision & Administration	\$ 300,082
4.	Federal Supervision & Administration	\$ 152,556
5.	Corps Project Management	\$ <u>3,356</u>
<b>Total Phase I</b>		<b>\$ 2,320,214</b>

### PHASE II

1.	Construction	\$ 22,273,576
2.	Construction Supervision & Inspection	\$ 572,411
3.	Contingency	\$ 5,568,394



4.	Federal Supervision & Administration	\$	101,185
5.	CPRA Supervision & Administration	\$	298,550
6.	COE Project Mngt (Construction)	\$	2,170
7.	COE Project Mngt (Phase 2 Long Term)	\$	31,535
7.	Monitoring	\$	783,478
8.	Operation, Maintenance and Rehabilitation (State)	\$	2,992,203
9.	Operation, Maintenance and Rehabilitation (Federal)	\$	<u>182,142</u>
<b>Total Phase II</b>		\$	<b>32,805,644</b>
<b>Total Project</b>		\$	<b>35,125,858</b>

Paragraph "b." contained in the April 22, 2010, Agreement is deleted in its entirety and the following is substituted therefor:


"b. If, at any time during the performance of work for a particular funding category, the actual or anticipated cost of that category exceeds the 100% cost of that particular funding category as set forth in Article XIX.a. of this Agreement, all work in that particular category shall cease. FWS and CPRA 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 would not result in the total Phase I and Phase II costs exceeding the maximum total cost defined in Article XIX.a. of this Agreement. Such agreement regarding transferring funds from one category to the other shall be made by letter agreement confirmed by the mutual written approval of the FWS Program Supervisor, Arkansas-Louisiana-Mississippi-Alabama Field Offices and the Chairman, CPRA Board. Work on that particular funding category shall thereafter resume."

**THIS SPACE IS INTENTIONALLY LEFT BLANK.**

**LOST LAKE MARSH CREATION AND HYDROLOGIC RESTORATION PROJECT (TE-72)**


**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed on the dates indicated and before the undersigned witnesses.

**U.S. DEPT. OF INTERIOR  
FISH AND WILDLIFE SERVICE**

BY:   
DATE: 12/12/17


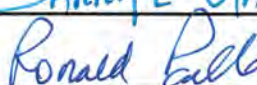
Jeffrey D. Weller, Program Supervisor  
Arkansas, Louisiana, Mississippi, and  
Alabama Field Offices

**STATE OF LOUISIANA  
COASTAL PROTECTION AND  
RESTORATION AUTHORITY**

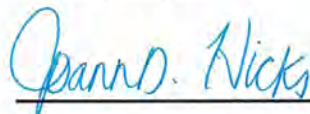
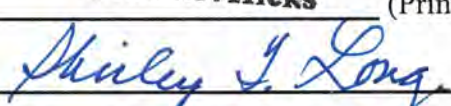
BY:   
DATE: December 1, 2017

Johnny Bradberry, Chair  
Coastal Protection and  
Restoration Authority

**WITNESSES:**

  
Danny L. Clark (Print)  
  
Ronald Paille (Print)

**WITNESSES:**

  
Joann D. Hicks (Print)  
  
Shirley T. Long (Print)

### CERTIFICATE OF AUTHORITY

I, Duncan S. Kemp, IV, do hereby certify that I am legal counsel of the Coastal Protection and Restoration Authority ("CPRA") and the Coastal Protection and Restoration Authority Board ("CPRA Board"); that the CPRA Board is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement and subsequent amendments thereto, between the U.S. Department of Interior-Fish and Wildlife Service and the State of Louisiana, in connection with the **LOST LAKE MARSH CREATION AND HYDROLOGIC RESTORATION PROJECT (TE-72)**, Terrebonne, Parish, Louisiana, and that the persons who have executed this Agreement on behalf of the State have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 15<sup>th</sup> day of December, 2017.



Signature  
Duncan S. Kemp, IV  
Counsel  
Louisiana Bar Number 34172



## **CERTIFICATION REGARDING LOBBYING**

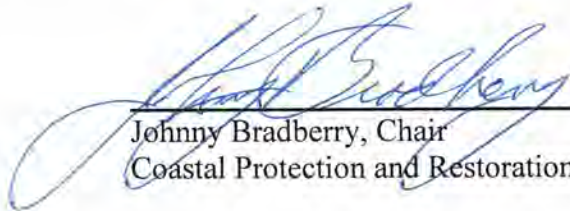
The undersigned certifies, to the best of his or her knowledge and belief that:

- (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 any 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:**

December 1, 2017

  
\_\_\_\_\_  
Johnny Bradberry, Chair  
Coastal Protection and Restoration Authority

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 12 day of DECEMBER 2017, personally came and appeared Jeffrey D. Weller who declared that he is the Program Supervisor of the Arkansas, Louisiana, Mississippi, and Alabama Ecological Services Field Offices of the U.S. Department of the Interior, Fish and Wildlife Service, that he executed the foregoing instrument on behalf of said Federal Agency and that the instrument was signed pursuant to the authority granted to him by said Federal Agency and that he acknowledged the instrument to be the free act and deed of said Federal Agency.

  
Signature

**WHITNEY S. ROMERO**  
Notary Public ID 60495

Print Name State of Louisiana  
My Commission is For Life

60495  
Louisiana Notary Public/Bar Number

My commission expires: FOR LIFE  
(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 1st day of December, 2017, personally came and appeared Johnny Bradberry to me known, who declared that he is the Chair 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  
Duncan S. Kemp, IV  
Counsel  
Louisiana Bar Number 34172

My commission expires: with life  
(SEAL)