

ST. TAMMANY PARISH COUNCIL

RESOLUTION

RESOLUTION COUNCIL SERIES NO: C-3786

COUNCIL SPONSOR: BINDER/BRISTER

PROVIDED BY: COUNCIL OFFICE

RESOLUTION TO APPROVE AND AUTHORIZE ST. TAMMANY PARISH THROUGH THE OFFICE OF THE PARISH PRESIDENT TO SIGN AND/OR EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE PARISH OF ST. TAMMANY AND THE LOUISIANA DEPARTMENT OF NATURAL RESOURCES FOR THE PURPOSE OF ANNUAL RENEWAL OF THE PARISH LOCAL COASTAL PROGRAM CONTRACT.

WHEREAS, St. Tammany Parish desires to protect, restore, and enhance the resources within the Parish's Coastal Zone; and

WHEREAS, it is the express intent of the Parish Government to provide for the protection, restoration, and enhancement of the coastal zone resources within St. Tammany Parish; and

WHEREAS, the Parish Government desires to administer the processes, procedures, and duties for the yearly operation of the state and federally approved parish Local Coastal Program as a part of the Louisiana Coastal Resources Program; and

WHEREAS, St. Tammany Parish desires to agree to a scope of services with the Louisiana Department of Natural Resources; and

WHEREAS, the Parish Government desires to enter into a Cooperative Endeavor Agreement with the Department of Natural Resources as a part of the Louisiana Coastal Resources Program for the term of July 1, 2013 through June 30, 2013.

THE PARISH OF ST. TAMMANY HEREBY RESOLVES that the Parish President is hereby authorized to sign and/or execute a Cooperative Endeavor Agreement between St. Tammany Parish and the Louisiana Department of Natural Resources regarding the Parish Local Coastal Program and to take all actions necessary, including entering into all agreements or negotiations in furtherance of the actions authorized herein; and

BE IT FURTHER RESOLVED that all acts previously taken by the Office of the Parish President in furtherance of the actions or agreements contemplated herein are hereby ratified and approved.

THIS RESOLUTION HAVING BEEN SUBMITTED TO A VOTE, THE VOTE THEREON WAS AS FOLLOWS:

MOVED FOR ADOPTION BY: SECONDED BY:

YEAS: _____

NAYS:

ABSTAIN:

ABSENT:

THIS RESOLUTION WAS DECLARED ADOPTED ON THE 1 DAY OF AUGUST, 2013, AT A REGULAR MEETING OF THE PARISH COUNCIL, A QUORUM OF THE MEMBERS BEING PRESENT AND VOTING.

JERRY BINDER, COUNCIL CHAIRMAN

ATTEST:

THERESA L. FORD, COUNCIL CLERK

DNR COOPERATIVE AGREEMENT NO. 2516-14-09
COOPERATIVE AGREEMENT FORMAT NO. 6
OCR COOPERATIVE AGREEMENT NO.

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT, made and entered into this ____ day of _____, 20__, by and between the Department of Natural Resources of the State of Louisiana, hereinafter referred to as the "Department", and St. Tammany Parish officially domiciled at P. O. Box 628, Covington, Louisiana 70434, hereinafter referred to as the "Contracting Party."

WITNESSETH:

WHEREAS, public financial resources have been made available to the Department through the U.S. Department of Commerce, National Oceanic and Atmospheric Administration, hereinafter referred to as "NOAA", under authority of the Coastal Zone Management Act of 1972, as amended to date, for the purpose of assisting the Contracting Party in implanting the Local Coastal Program and;

WHEREAS, the Department is agreeable to the implementation of this Project and desires to cooperate with the Contracting Party in the project as hereinafter provided;

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

1. PROJECT IDENTITY:

This Project will be identified as "St. Tammany Parish Local Coastal Program Implementation" and with the Cooperative Agreement Number assigned as set forth above. All invoices and other correspondence submitted to the Department in connection with the Project and this Cooperative Agreement shall be identified by the DNR Cooperative Agreement Number.

2. CONTRACT TERM:

The term for the fulfillment of services to be performed pursuant to this agreement shall be

from July 1, 2013 through June 30, 2014.

3. PROJECT SCOPE AND FUNDING:

The Contracting Party shall utilize the funds provided under this Cooperative Agreement by U.S. Department of Commerce Coastal Zone Management Grant, to complete the Project as described in Appendix A. The period of July 1, 2013 to June 30, 2014 is contingent upon approval of the U.S. Department of Commerce Coastal Zone Management Grant. The total cost of this Project shall be a sum not to exceed Seventy One Thousand Five Hundred Twenty And 00/100 Dollars (\$71,520.00). Of the total project cost, the Department shall contribute a maximum of Forty Five Thousand Two Hundred Sixty and 00/100 Dollar (\$45,260.00) and the Contracting Party shall contribute a minimum of Twenty Six Thousand Two Hundred Sixty and 00/100 Dollars (\$26,260.00). Under no circumstances shall the Department or the State of Louisiana have any obligation to the Contracting Party or to any third person, association, partnership or corporation for any additional sum or contribution. Expenditures incurred by the Contracting Party in excess of the amount specified above will be borne by the Contracting Party.

4. NOTICE TO PROCEED:

The Contracting Party shall proceed with the work upon receipt of an executed contract signed by duly authorized representatives of both parties, the Contracting Party is advised that implementation of the contract's requirements shall be dependent on the availability of funds.

5. COMPLIANCE WITH LAWS:

The Contracting Party and its employees shall comply with all applicable Federal, State and local laws and ordinances in carrying out the provisions of this Cooperative Agreement.

6. TAX RESPONSIBILITY:

The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be the Contracting Party's obligation and shall be identified under Tax Identification Number 72-6001304.

7. CONTRACTING PARTY FINANCIAL MANAGEMENT SYSTEM:

A. The Contracting Party must possess or establish a system of accounting and financial controls adequate to permit the effective administration of a cost-type contract. This

includes fiscal control and fund accounting procedures which assure proper disbursement of and accounting for funds provided under this Cooperative Agreement and any required Contracting Party expenditures. This responsibility applies to funds disbursed by contractors as well as to funds disbursed in direct operations of the Contracting Party. Accounting procedures must provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures charged to Project activities are for allowable purposes in accordance with applicable state and federal laws and that documentation is readily available to verify that such charges are accurate.

- B. Gross income earned by activities financed in whole or in part with funds provided under this Cooperative Agreement shall be accounted for by the Contracting Party in accordance with OMB Circular A-102 (Revised).
- C. The Contracting Party may use its property management standards if they, at a minimum, contain provisions of OMB Circular A-102 (Revised).

9. PROCUREMENT STANDARDS AND REQUIREMENTS:

All Contracting Party procurements of goods shall be conducted in accordance with OMB Circular A-102 (Revised). For all procurements, the Contracting Party shall comply with the Louisiana Procurement Code, La. R.S. 39:1551-39:1736 or Public Bid Law LSA-R.S. 38:2211 as applicable, and all applicable regulations and executive orders.

10. DEPARTMENT FURNISHED ITEMS:

The Department shall provide the following to assist the Contracting Party in the performance of its duties:

- A. Appropriate personnel for consultation as required; and
- B. Access to relevant material required in the performance of the work.

11. METHOD OF PAYMENT:

- A. Quarterly Reimbursements

The Department shall reimburse the Contracting Party in four quarterly payments of \$11,315.00 for all eligible costs incurred under this Project. The Contracting Party must comply with Office of Management and Budget Circular A-87, "Cost Principles for State and Local Governments" with respect to the treatment of specific items and their cost allowability. Reimbursement shall be based on paid invoices or

work accomplished on the Project as prepared by the Contracting Party and submitted to the Department's Project Manager.

1. Reporting Requirements:

The following reports shall be received by the Project Manager prior to issuance of incremental and final payments:

- (a) A progress report shall be submitted by the Contracting Party with each invoice for payment on Form DNR-PR (Appendix B).
- (b) A final summary report shall be submitted by the Contracting Party on Form DNR-PR (Appendix B) with the final invoice for payment.

2. The monthly invoice package shall as a minimum, contain the following:

- (a) Monitoring Report (DNR-PR) Appendix B
- (b) Requisition for Payment Form (RFCP) - Appendix C
- (c) In-kind Contribution Report - Appendix D
- (d) Copy of all Pertinent Cost Records (time sheets, invoices and any other applicable payment documentation)
- (e) DBE Quarterly Procurement Summary - Appendix F

B. Final Payment

The final invoice shall be submitted within thirty (30) days following expiration of the contract.

Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49. All out of state travel will be subject to prior written approval of the Secretary of the Department.

12. COST RECORDS:

- A. The State, through the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and the Federal Government, through the NOAA, U.S. Department of Commerce, the Comptroller General of the United States, or any of their duly authorized representatives shall be entitled to audit the books, documents, papers and records of the Contracting Party which are reasonably related to this Cooperative Agreement.

- B. The Contracting Party shall comply with audit requirements of the U.S. Office of Management and Budget Circular A-133, as applicable to "Subrecipients". A copy of the audit report(s) shall be submitted to the Undersecretary of the Department within thirty (30) days after completion of audit.
- C. The Contracting Party shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the agreement period and for three years from the date of final payment under this Cooperative Agreement, for inspection by the Department, Legislative Auditor, Office of the Governor, Division of Administration Auditors, or Federal Government and copies thereof shall be furnished if requested.

13. DELIVERABLES:

The Contracting Party shall provide to the Department the items specified in the Scope of Services (Appendix A) as products of the services rendered under the terms of this Agreement.

14. OWNERSHIP OF DOCUMENTS:

Upon completion or termination of this contract, all data collected by the Contracting Party and all documents, notes, drawings, tracings and files collected or prepared in connection with this project, except the Contracting Party's personnel and administrative files, shall become and be the property of the Department and the Department shall not be restricted in any way whatever in its use of such materials. In addition, at any time during the contract period, the Department shall have the right to require the Contracting Party to furnish copies of any or all data and all documents, notes and files collected or prepared by the Contracting Party specifically in connection with this Agreement within five (5) days of receipt of written notice issued by the Department.

Title to any nonexpendable personal property purchased under this agreement is vested with the Contracting Party, subject to the conditions of U.S. Department of Commerce Coastal Zone Management Grant and the provisions of OMB Circular A-102 (Revised). Upon completion of this agreement, the Contracting Party shall submit an inventory of all property to the Department Project Manager. Prior to disposition of any property, the Contracting Party shall request written instructions from the Department.

The Department encourages the use of data collected under DNR contracts for the purpose of dissemination of information through presentations of technical/scientific papers in symposiums/seminars/workshops, publication in journals, newspapers articles and news

etc. However, to better control the release of information, the use of the collected data/project information for dissemination purposes is subjected to the following stipulations:

- A. Written permission must be sought from the Project Support Manager prior to use of collected data/project information, for any of the publication purposes mentioned above.
- B. To obtain such permission a draft paper/presentation must be submitted to the Project Support Manager for review and approval prior to its release.
- C. In all such papers/presentations, DNR (and others if appropriate) must be acknowledged as the source of funding for the data collection/project.

Failure to follow these guidelines may result in stoppage of work or lack of future Task Orders.

15. TERMINATION FOR CAUSE:

If, in the determination of the Department, the Contracting Party fails to fulfill in timely and proper manner its obligations under this agreement or violates any of the covenants, agreements, or stipulations of this agreement, the Department shall thereupon have the right to terminate this agreement by giving written notice sent certified mail (return receipt requested) to the Contracting Party of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.

In that event, and at the option of the Department, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contracting Party under this agreement shall become the property of the Department, and the Contracting Party shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Department shall be relieved of liability for costs for any undelivered work as of the effective date of termination and shall be entitled to repayment for any progress payments made on undelivered work.

Notwithstanding the above, the Contracting Party shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the Contract by the Contracting Party, and the Department may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due the Department from the Contracting Party is determined.

16. TERMINATION FOR CONVENIENCE OF THE DEPARTMENT:

The Department may terminate this agreement at any time by giving written notice sent certified mail (return receipt requested) to the Contracting Party of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, and at the option of the Department, all finished or unfinished documents and other materials as described in the preceding section shall become its property. If the agreement is terminated by the Department, as provided herein, the Contracting Party shall promptly submit a statement showing in detail the actual services performed to date of termination. The Contracting Party shall then be paid the proportion of the total agreement amount which bears the same ratio as the services completed bears to the total scope of services called for in this agreement, less payments of compensation previously made.

17. REMEDIES:

Any claim or controversy arising out of this agreement shall be resolved pursuant to the laws of the State of Louisiana.

18. DISADVANTAGED BUSINESS ENTERPRISES:

The Contractor agrees to ensure that Disadvantaged Business Enterprises ("DBEs") have the maximum opportunity to participate in the performance of this contract and any subcontracts for supplies, equipment, construction, or services that may be let. In this regard, the Contractor shall take all necessary steps to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform services relating to this contract. (Appendix F)

The following affirmative steps for utilizing DBEs are required:

1. Solicitations for products or services shall be sent to firms/individuals listed as DBEs.
2. Where feasible, divide total requirements into smaller tasks to permit maximum DBE participation.
3. Where feasible, establish delivery schedules which will encourage DBE participation.
4. Encourage use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBD) and the U. S. Small Business Administration to identify DBEs.

5. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
6. Require that each party to a subcontract takes the affirmative steps outlined here.

The Contractor shall submit to the Project Manager a quarterly procurement summary detailing purchases from DBE vendors. This report shall be made using the Procurement Summary form attached hereto as Appendix F, and submitted within fifteen (15) days following the end of each calendar quarter for the duration of the Contract.

Furthermore, for the full terms of the Contract, the Contractor agrees to abide by all regulatory requirements which are issued pursuant to these laws by any federal agency whose funds have been used to finance this Contract, and which is in effect as of the beginning date of the contract term. Additionally, the Contractor agrees to abide by all applicable State and Federal laws, policies, and regulations that govern their use of Disadvantage Business Enterprises.

19. HUDSON/VETERANS INITIATIVE

The Louisiana Department of Natural Resources fully participates and encourages contractor participation in the Hudson Initiative. The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service- Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible contractors are encouraged to become certified. Eligible contractors are also required to make it clear in their proposal that they are certified by attaching a certification document. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

20. COST OF PRINTING/ACKNOWLEDGEMENT OF FUNDING REQUIREMENTS:

The Contracting Party shall obtain written approval from the DNR Project Manager prior to finalization and distribution of all printed materials and graphic design work. Additionally, the Contracting Party shall notify the Department of location, date, and time, and obtain approval, of any workshops, meetings, press conferences, etc. related to this project at least five (5) working days prior to the scheduled event.

All finished materials produced under this agreement shall carry the state cost-of-printing

statement and the federal (Stevens Amendment) funding source statement. All finished materials shall carry the required funding source statement and shall clearly indicate that the Louisiana Department of Natural Resources and the U.S. Department of Commerce are funding the project. No other funding statements shall be included in any materials produced under this agreement without prior written approval from the DNR Project Manager. The Department reserves the right to determine the final format, acknowledgements, etc. for all print and nonprint (videos, etc.) materials produced under this agreement.

The Contracting Party shall use no logos other than the Department of Natural Resources logo without prior written approval of the Department. All press releases, notices, correspondence, etc. pertaining to this project shall include a statement that funding is provided by the Department of Natural Resources and the U.S. Department of Commerce.

21. CIVIL RIGHTS COMPLIANCE:

The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, and the Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990, the Davis-Bacon Act (40 USC 276a et seq), and the Federal Funding Accountability and Transparency Act (FFATA) (<https://www.fsr.gov>).

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

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

22. INSURANCE:

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana

State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

23. INDEMNIFICATION:

The Contracting Party will protect, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur and in any way grow out of any act or omission of the Contracting Party, its agents, servants, and employees, and any and all costs, expenses and/or attorney fees incurred by the Contracting Party as a result of any such claims, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees.

The Contracting Party shall be responsible for all damages due to its fault or negligence, or the fault or negligence of its contractors.

24. SUBCONTRACTORS:

The Contracting Party agrees to obtain written Department approval prior to subcontracting any part of the services specified in Appendix A. The Contracting Party shall include, in any subcontract, the provisions contained in this contract. The Contracting Party shall submit requests for approval, accompanied by copies of proposed subcontracts, to the Department Project Manager. The Contracting Party further agrees to guarantee and be liable to the State (Department) for all services performed under any such subcontract.

25. ASSIGNABILITY:

The Contracting Party shall not assign any interest in this Cooperative Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department thereto; provided, however, that all claims for money due or to become due to the Contracting Party under this Cooperative Agreement may be assigned to its bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Department.

26. SUCCESSORS AND ASSIGNS:

This Cooperative Agreement shall be binding upon the successors and assigns of the respective parties hereto.

27. ASSURANCES:

The Contracting Party hereby assures and certifies that it will comply with Items 2 through 12 of the Assurances contained in Appendix G.

28. COVENANT AGAINST CONTINGENT FEES:

The Contracting Party warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contracting Party, to solicit or secure this Cooperative Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contracting Party, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Cooperative Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Cooperative Agreement without liability, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

29. CODE OF ETHICS FOR STATE EMPLOYEES:

The Contracting Party acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The Contracting Party agrees to immediately notify the Department if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

30. CERTIFICATION REGARDING LOBBYING:

This Cooperative Agreement is subject to Section 319 of Public Law 101-121, which added Section 1352, regarding lobbying restrictions, to Chapter 13 of Title 31 of the United States Code. The Contracting Party is generally prohibited from using Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this Cooperative Agreement.

31. AMENDMENTS:

No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties.

THE DEPARTMENT AND THE CONTRACTING PARTY REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

ROBERT D. HARPER, COORDINATOR
DEPARTMENT OF NATURAL RESOURCES

ST. TAMMANY PARISH
PATRICIA P. BRISTER, PARISH PRESIDENT