

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

SEWERAGE AND WATER BOARD OF NEW ORLEANS

AND

ST. CHARLES PARISH

USE OF SWB PROPERTY IN ST. CHARLES PARISH

THIS COOPERATIVE ENDEAVOR AGREEMENT (“Agreement”) is made and entered into on this _____ day of _____ 2015 (“Effective Date”) by and between the **SEWERAGE AND WATER BOARD OF NEW ORLEANS**, represented by **MITCHELL J. LANDRIEU, PRESIDENT** (“Board”), and **ST. CHARLES PARISH** represented by _____ (“St. Charles Parish”).

WHEREAS, pursuant to Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, the Board may enter into cooperative endeavors with the State of Louisiana, its political subdivisions and corporations, the United States and its agencies, and any public or private corporation, association, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes; and

WHEREAS, the City of New Orleans for the use and benefit of the Sewerage and Water Board of New Orleans is the owner of a portion of property in St. Charles Parish, Louisiana (“Property”) more fully described in Exhibit “A”; and

WHEREAS, Board purchased Property in 1956 for use as alternate water intake site and related activities; and

WHEREAS, St. Charles Parish, Department of Recreation, leased a portion of Property for use as a playground in 1998; and

WHEREAS, St. Charles Parish now desires to further develop the playground complex, encompassing the parcel as more fully described in Exhibit “B”, hereinafter referred to as “Leased Property”; and

WHEREAS, St. Charles Parish will maintain the Entire Property as described in Exhibit “A”, hereinafter referred to as “Entire Property” thereby relieving the Board of the expense of upkeep and maintenance of the Property; and

WHEREAS, at all times, Board desires that it will be allowed to install temporary housing on the Entire Property to house Board employees, should the need arise based upon their sole discretion; and

WHEREAS, St. Charles Parish grants Board the irrevocable right to the unrestricted use of the Entire Property including the batture as an alternate water intake site or any other purpose at the sole discretion of Board; and further, St. Charles Parish agrees that it will not seek to enjoin or restrain the Board from exercising their right to unrestricted use of said property.

NOW THEREFORE, Board and St. Charles Parish, each having the authority to do so, agree as follows:

I. OBLIGATIONS OF THE PARTIES.

A. Obligations of St. Charles Parish: St. Charles Parish will:

1. Provide, by ordinance, or whatever means necessary, prior to the execution of this agreement, the irrevocable right of the Board to immediate unrestricted use of the Entire Property for any Board purpose as determined solely by the Board, including, but not limited to, a water intake site and related activities and temporary housing for Board employees, agents, or contractors;

2. Agrees that it will not seek to enjoin or restrain the Board from exercising their irrevocable right for unrestricted use of the Entire Property for Board purposes.
3. Develop and maintain the Leased Property and any improvements constructed or placed thereon at their cost for no other use than a recreational facility;
4. Protect and restrict access, at their costs, by fencing, or otherwise, the Entire Property;
5. Maintain the Entire Property, including but not limited to grass cutting, tree trimming, and road maintenance;
6. Maintain and safeguard all structures presently on the property, including the houses and barns; Upon concurrence with the Board, obtain all necessary permits to demolish all structures presently on the property and assuming all responsibility and liability for same;
7. Remove any improvements, at their costs, within 12 months of notice by the Board of its intent to use the Leased Property for Board purposes;
8. Provide reasonable access to the Entire Property by the Board upon request;
9. At the termination of this agreement, St. Charles Parish is obligated to immediately surrender possession of the Leased Property and return same to the Board in the same condition in which it found the property, ordinary wear and tear excepted. In the event of termination of this agreement, St. Charles Parish shall be required to remove any and all improvements placed upon leased premises. Failure to comply shall give the Board the authority to remove such improvements and to recover costs for same from St. Charles Parish.
10. Obtain approval from the Board for any improvements St. Charles Parish intends to make so as to accommodate the future development and use of the Entire Property (including the batture) by the Board, to include but not be limited to the construction of water intake structures and facilities;
11. Provide a designated area, measuring at least 1500 feet x 3000 feet ~~approximately~~ ~~x~~— within the “Property,” in close proximity to sewerage and water infrastructure, to house 50 travel trailers for immediate use by the Board, at no charge to the Board, for declared emergencies and disasters for a period not to exceed two years following said declaration. However, additional six month extensions beyond this two year period are permitted with written agreement by both parties.
12. Agrees to assist the Board in obtaining all necessary permits with all Federal, State and local entities for the future construction, development and use of the Entire Property (including the batture) by the Board to include but not be limited to, the construction of water intake structures and facilities. Costs associated with the permitting, development, and use of the property by the Board shall be borne by the Board.

B. Obligations of the Board. The Board will:

1. Allow use of Leased Property by St. Charles Parish for a recreation facility at no cost;
2. Authorize St. Charles Parish to construct recreation facilities (soccer, football, walking path, parking, basketball, and BMX track) provided placement of said facilities are consistent and will not interfere with the most current plans for the Board’s future use of the property based upon the information available at that time. Any uses and improvements by St. Charles Parish would require Board approval. Because the nature and extent of the future use of the property by the Board is unknown, the Board’s approval of any improvements requested by St. Charles Parish will not insure that the improvements will never be required to be removed, as set forth in paragraph A (8) above. However the Board will use its best efforts to approve those uses of the property by St. Charles Parish that are consistent with the most current plan for the Board’s future use of the entire property or a part thereof;
3. Allow St. Charles Parish to provide utilities to the site;
4. Allow St. Charles Parish to collect all revenues from trailer rentals, park rentals, and concessions, when not used by the Board.

5. As determined solely by the Board, allow St. Charles Parish to have reasonable use of the site during use by the Board if entire site is not needed by Board.

II. LIABILITY

Board shall not be liable to St. Charles Parish, or its agents, employees, visitors or to any other person on the property who derives his right to be thereon from St. Charles Parish, said St. Charles Parish having assumed hereunder all liability for the condition of the premises except for any underground hazardous conditions which pre-exist the commencement of the lease.

III. CONDITION OF PROPERTY

St. Charles Parish acknowledges that the property is in good condition and accepts same “as is” without any warranty concerning same from the Board.

IV. TERMINATION

A. Termination for Convenience. Board may terminate the use of this “Property” by St. Charles Parish and/or this Agreement at any time and for any reason during the term of the Agreement by giving St. Charles Parish written notice of its intention to terminate. Once St. Charles Parish receives said notice they will vacate the property within 12 months of same. The obligations of St. Charles Parish as set forth in Article I (A) (1), Article I (A) (2), Article I (A) (7), Article I (A) (8), Article I (A) (9), Article I (A) (11) and Article I (A) (12) shall continue after the Board exercises this provision.

B. Termination for Cause. Either party may terminate the use of this “Property” by St. Charles Parish and/or this Agreement immediately for cause. If either party prevails in a challenge to a termination for cause, the termination for cause will be deemed to be a termination for convenience except that St. Charles Parish will have thirty (30) days from the date that the original written notice of termination for cause to vacate the “Property” without the requirement of notice. The obligations of St. Charles Parish as set forth in Article I (A) (1), Article I (A) (2), Article I (A) (7), Article I (A) (8), Article I (A) (9), Article I (A) (11) and Article I (A) (12) shall continue after the Board exercises this provision.

V. TERM

Subject to the termination provisions of Section IV, the prime term of this agreement shall be for a ten (10) year period, commencing on the _____ day of _____ 2015 and ending on the _____ day of _____ 2025.

The Parties may extend this agreement for two (2) renewal periods of ten (10) years each, upon the agreement of both the Board and St. Charles Parish. In order to extend same, each party shall obtain an official resolution and/or ordinance from its respective entity authorizing an extension of this Agreement.

VI. INDEMNITY

A. Duty to Indemnify the Board. To the fullest extent permitted by law St. Charles Parish will protect, defend, indemnify, and hold harmless the Board, its agents, elected officials, and employees (collectively, the “indemnified Parties”) from and against all claims, demands, actions, liabilities, losses (including, without limitation, economic losses), and costs, arising out of or related to (a) any actual or alleged act or omission in the performance of this Agreement by St. Charles Parish, its employees, or any subcontractor or (b) any act outside the scope of this Agreement by St. Charles Parish, its employees, or any subcontractor.

B. Limited on Duty to Indemnify. Notwithstanding anything in this Agreement to the contrary, St. Charles Parish is not required to indemnify the Indemnified Parties for any loss that results from the gross negligence or willful misconduct or any of the Indemnified Parties, provided that St. Charles Parish or any subcontractor did not contribute to such gross negligence or willful misconduct.

C. Independent Duty to Defend. Notwithstanding anything in this Agreement to the contrary, St. Charles Parish, at its option, will immediately defend the Board from, or reimburse the Board for the Board’s costs incurred in the defense of, any claim that actually or potentially falls within the scope of this indemnity, even if the claim is groundless, false, or fraudulent, or if St. Charles Parish is absolved of liability.

D. Expenses. St. Charles Parish will bear all expenses, including without limitation reasonable attorney fees, of the Board in enforcing the terms of this article.

VII. INSURANCE

St. Charles Parish, at its expense, shall furnish and maintain liability insurance in the amount of \$1,000,000 naming the City of New Orleans and the Sewerage and Water Board of New Orleans as additional insureds. This liability insurance shall provide coverage on all vacant land and improvements thereon.

INSURANCE AND INDEMNIFICATION REQUIREMENTS

INSURANCE AND INDEMNIFICATION

A. All insurance requirements as may appear elsewhere in this lease are hereby amended and superseded, as shown below.

B. Insurance Requirements

The Lessee will maintain, at his own cost and expense, and in good standing, insurance that will protect the Board, the City of New Orleans, their officers, officials, employees, boards, commissions, and volunteers, as well as the Lessee himself and any sub-lessees from any and all claims for damages to public and private property and personal injury, including death, to employees or to the public, which may arise from any operations under this lease or any of its subleases.

The coverage shall contain no special limitations on the scope of protection afforded to the Board and the City. Both the Board and the City will appear as "Additional Insured" on all Commercial General Liability, Business Automobile Liability, Professional Liability, and Excess or "Umbrella" Insurance. Any failure to comply with the reporting provisions of a policy will not affect coverage provided to the Board and the City, their officers, officials, employees, boards and commissions, and volunteers. Lessee's insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

If this transaction requires APAI or subcontractor employees to enter the Board's facilities or job sites, a senior employee of APAI and/or any subcontractor will review the Board's Safety Orientation Notice (Notice), and will explain this Notice to every employee who will enter Board facilities. This Notice is included as a part of the specifications for this contract.

In general, insurance is to be placed with insurers with an A.M. Best's rating of A-:V. The Lessee will furnish the Board with certificates of insurance affecting coverage required by this lease. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates of insurance are to be received and approved by the Risk Manager of the Board, 625 St. Joseph Street, Room 119, New Orleans, LA 70165 before work commences. The Risk Manager of the Board reserves the right to require complete, certified copies of all insurance policies at any time.

Waiver of Subrogation: The Lessee, Sub-Lessee(s), and their insurers agree to waive all the rights of subrogation against the Board, the City, and their officers, officials, employees, boards and commissions, and volunteers for losses arising from work performed by the Lessee for the Board and the City.

Each insurance policy required by this lease will be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits before the termination of the lease, except after thirty (30) days prior written notice has been given to the Risk Manager of the Board, 625 St. Joseph Street, Room 119, New Orleans, LA 70165, via certified mail. If any of the required policies are to cancel or expire during the lease period, the Lessee will provide notice as described above, and will simultaneously furnish the Board evidence of new coverage to be effective the same day and hour of the expired or canceled coverage.

Failure to Provide Required Insurance: In the event the Lessee fails to submit this evidence of new coverage five (5) days prior to the cancellation date or expiration date of any policy or policies, the Sewerage and Water Board will have the right to obtain the required coverage to become effective on the date of cancellation or expiration of said policies. The cost of such new policies shall be at the expense of the Lessee and any costs incurred by the Board for this coverage will be deducted from any balance due to the Lessee. Should the Board be unable to secure new coverage to take the place of the expired or cancelled policy or policies, a "stop work" order will issued and all work on the lease shall cease on the same date and hour as the coverage ceases. Should the Lessee fail or refuse to secure coverage within five (5) days after the date of the "stop work" order, the Lessee shall be declared to be in default, and the lease between

the parties shall be considered cancelled and of no force or effect between the parties reserving all the rights of the Board against the Lessee and his surety.

The following types of insurance policies and minimum limits are required:

- a) WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE, as will protect Lessee from claims under Louisiana Workers' Compensation Laws. The Workers' Compensation section of the policy will afford Statutory Limits and be in accordance with all Louisiana Workers' Compensation Statutes. The Employers Liability limit will not be less than \$1,000,000 each accident for bodily injury by accident, and \$1,000,000 each employee for bodily injury by disease. Whenever the Federal Longshoreman's and Harbor Workers' Act, and/or the Jones Act has application to the work, this insurance will also include protection for injuries and/or death to Master and Members of the crews of vessels with statutory limits.
- b) COMMERCIAL GENERAL LIABILITY INSURANCE, with a limit of not less than \$1,000,000 each occurrence, including Explosion, Collapse, and Underground Property Damage Hazards. The Products-Completed Operations aggregate limit shall not be less than \$1,000,000 each occurrence. The general aggregate limit shall apply separately to this project.
- c) BUSINESS AUTOMOBILE INSURANCE, which shall cover liability arising out of any auto (including Owned, Hired, and Non-Owned autos). The limit of liability shall not be less than \$1,000,000 each accident for all injuries, property damage, and/or death resulting from any one occurrence.
- d) EXCESS, OR "UMBRELLA" LIABILITY COVERAGE, with a limit of not less than \$10,000,000 annual aggregate, providing said coverage is purely "following form" coverage ~~each occurrence~~ and extending excess liability directly from the above described terms and limits of Employer's Liability, Commercial General Liability, and Business Automobile Liability policies required by this lease.

The furnishing of insurance as provided above shall not relieve the Lessee of his responsibility for losses not covered by insurance. Prior to the commencing of this lease, evidence of all such applicable insurance satisfactory to the Board shall be filed with the Risk Manager of the Board. All policies shall be with insurance companies authorized to do business in Louisiana and shall remain in full force and effect until the final termination of the lease.

C. SAFETY AND HAZARDOUS MATERIALS:

If this lease requires the Lessee or Sub-Lessee employees to enter Board property, a senior employee of the Lessee will review the Attachment to this lease entitled Sewerage and Water Board Safety Orientation Notice (Notice), and will explain the contents of this Notice to every employee who will enter or work upon Board facilities. This Notice is included as a part of the specifications for this lease. If this lease involves the handling or delivery of hazardous materials, the Lessee shall ensure that he or any deliverer is at all times in compliance with the OSHA and EPA Standards that are most applicable to management of the potentially damaging substance. The Lessee shall also ensure that manufacturer of the materials maintains product liability insurance for any commodity involved in this transaction which, if defective, could cause bodily injury and property damage. The vendor, any and all sub-Lessees and all insurers shall agree to waive all the rights of subrogation in favor of the Board as a condition of the required insurance.

D. INDEMNIFICATION

To the fullest extent permitted by the law, the Lessee shall indemnify, hold forever harmless and defend the Board, its officers, agents, employees, representatives, and insurers from any and all claims, demands, suits, money judgments, costs and expenses, arising out of any accident, injury or damage to or loss of property or personal injury during the performance of the lease, growing out of, resulting from or by reason of any act of omission by the ~~Lessor~~, Lessee, his Sub-Lessees, their agents, or employees.

- A. Lessee shall further indemnify and hold the Board harmless from any and all

claims and liens for labor, services or materials furnished to the Lessee in connection with the performance of this lease.

- B. Limitations by statute as to workers' compensation or any other benefits, payable by or on behalf of the Lessee, to any injured party shall not limit the Lessee's indemnification of the Board under this agreement.

E. WORKERS' COMPENSATION AND UNEMPLOYMENT COVERAGE, GENERAL CONDITIONS

A. WORKERS' COMPENSATION:

Lessee expressly agrees and acknowledges that it is an "Independent Lessee" as defined in LSA-R.S. 23:1021(6), and that its employees shall not be considered employees of the Board for workers' compensation benefits or coverage.

B. EXCLUSIVE OF UNEMPLOYMENT COMPENSATION COVERAGE:

Lessee expressly agrees and acknowledges that it is an "Independent Lessee" as defined in LSA-R.S. 23:1472(E), and that neither the Lessee nor anyone employed by Lessee shall be considered an employee of the Board for purpose of employment of compensation coverage.

VIII. NON-DISCRIMINATION.

A. Non-Discrimination. With regard to any hiring or employment decision made in connection with the performance of this Agreement, including without limitation employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other compensation, and selection for training including apprenticeship, St. Charles Parish:

1. Will not discriminate or retaliate, in fact or in perception, against any employee or person seeking employment on the basis of race, color, national origin, religion, creed, culture, ancestral history, age, gender, sexual orientation, gender identity, marital or domestic partner status, physical or mental disability, or AIDS- or HIV-status;
2. Will take affirmative action to ensure compliance with this section;
3. Will include statements in all solicitations or advertisements for employment that all qualified applicants will receive consideration for employment without regard to race, color, national origin, religion, creed, culture, ancestral history, age, gender, sexual orientation, gender identity, marital or domestic partner status, physical or mental disability, or AIDS- or HIV-status;
4. Will post notices containing the provisions of this section in conspicuous places available to employees and persons seeking employment.

B. Non-Discrimination: In the performance of this Agreement, St. Charles Parish:

1. Will not discriminate or retaliate, in fact or in perception, on the basis of race, color, national origin, religion, creed, culture, ancestral history, age, gender, sexual orientation, gender identity, marital or domestic partner status, physical or mental disability, or AIDS- or HIV-status against: any employee of the Board; any employee of any person working on behalf of the Board; or any person seeking accommodation, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by St. Charles Parish;
2. Will comply with an abide all federal state, and local laws relating to non-discrimination, including without limitation Title VII of the Civil Rights Act of 1964, as amended, Section V of the Rehabilitation Act of 1973, and the Americans With Disabilities Act of 1990.

C. Subcontracts. St. Charles Parish will incorporate the provisions of this Article into all subcontracts relating to the performance of this Agreement.

IX. NOTICES.

Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the Board:

Executive Director
Sewerage and Water Board of New Orleans
625 St Joseph Street, Room
New Orleans, LA 70165

2. To St. Charles Parish:

Parish President
P.O. Box 302
Hahnville, LA 70057

Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery. Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

X. INCORPORATED DOCUMENTS [If Applicable]

A. The following documents are incorporated by reference into this Agreement:

1. Phase I Archeology Survey of Temporary Housing Area SC-08, Almedia_- Patterson Plantation (16SC83), St. Charles Parish, Louisiana performed by Earth Search, Inc. January 2006

B. If any of these documents conflict, in whole or in part, with this Agreement, the terms and conditions of this Agreement will control except as provided by law.

XI. MISCELLANEOUS PROVISIONS.

A. Prohibition of Financial Interest in Agreement. No elected official or employee of the Board shall have a financial interest, direct or indirect, in this Agreement, including through any financial interest held by the spouse, child, or parent. . For purposes of this provision, a financial interest held by the spouse, child, or parent of any appointed or elected official or employee of the Board shall be deemed to be a financial interest of such appointed or elected official or employee of the Board. Any willful violation of this provision, with the expressed or implied knowledge of Consultant, shall render this Agreement voidable by the Board and shall entitle the Board to recover, in addition to any other rights and remedies available to the Board, all monies paid by the Board to Consultant pursuant to this Agreement without regard to Consultant's otherwise satisfactory performance of the Agreement.

B. Non-Solicitation Statement. The Consultant has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Consultant has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

C. Restrictions on Subleases. St. Charles Parish may not enter into any sublease without the prior approval of the Board.

D. Acknowledgment of Exclusion of Worker's Compensation Coverage. St. Charles Parish expressly agrees and acknowledges that it is an independent contractor as defined in La. R.S. 23:1021 and as such, it is expressly agreed and understood between the parties hereto, in entering into this agreement, that the Board shall not be liable to St. Charles Parish for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of La. R.S. 23:1034, anyone employed by St. Charles Parish shall not be considered an employee of the Board for the purpose of Workers' Compensation coverage.

E. Acknowledgment of Exclusion of Unemployment Compensation Coverage. Neither St. Charles Parish nor anyone employed by St. Charles Parish shall be considered an employee of the Board for the purpose of unemployment compensation coverage, which is expressly waived and excluded.

F. Waiver of Benefits. The Board and St. Charles Parish agree and understand that employees of St. Charles Parish shall not receive any sick and annual leave, health or life insurance, pension, or other benefits from the Board.

G. Jurisdiction. St. Charles Parish consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas of jurisdiction on account of

the residence elsewhere.

H. Governing Law. Any dispute arising from or relating to this Agreement or the performance of any obligations under this Agreement shall be resolved in accordance with the laws of the State of Louisiana.

I. Rules of Construction. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. The singular number includes the plural, where appropriate. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved in favor of or against either party on the basis of which party drafted the language.

J. Severability. The parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, if a court of competent jurisdiction finds any provision to be unenforceable as written, the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If a court finds any provision is not subject to reformation, that provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect and shall be construed and enforced as if such illegal, invalid, or unenforceable provision was never included, and the remaining provisions of this Agreement shall remain in full force and effect.

K. Survival of Provisions. All representations and warranties and all responsibilities regarding record retention, access, and ownership, cooperation with Office of Inspector General investigations, and indemnification shall survive the termination of this Agreement and continue in full force and effect.

L. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the Board and St. Charles Parish, and the parties expressly disclaim any intent to benefit any person that is not a party to this Agreement.

M. Non-Waiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right, or to seek any remedy upon discovery of any default or breach of the other party shall not affect or be deemed a waiver of any party's right to insist upon compliance with the terms and conditions of the Agreement, to exercise any rights, or to seek any available remedy with respect to any default, breach, or defective performance.

N. Agreement Binding. This Agreement is not assignable by either party unless authorized by a validly executed amendment.

N. Modifications. This Agreement shall not be modified except by written amendment executed by authorized representatives of the parties.

O. Voluntary Execution. St. Charles Parish has read and fully understands the terms, covenants and conditions set forth in this Agreement and is executing the same willingly and voluntarily of its own volition.

P. Complete Agreement. This Agreement supersedes and replaces any and all prior agreements, negotiations, and discussions between the parties with regard to the terms, obligations, and conditions of this Agreement.

IN WITNESS WHEREOF, the Sewerage and Water Board of New Orleans and St. Charles Parish, through their duly authorized representatives, execute this Agreement.

SEWERAGE AND WATER BOARD OF NEW ORLEANS

BY: _____
MITCHELL J. LANDRIEU, PRESIDENT

FORM AND LEGALITY APPROVED:

Legal Department

By: _____

Printed Name: _____

ST. CHARLES PARISH

BY: _____