

COOPERATIVE AGREEMENT

BETWEEN THE

LOUISIANA DEPARTMENT OF NATURAL RESOURCES
(Hereinafter referred to as "Department")

AND

ST. CHARLES PARISH
P. O. Box 302
Hahnville, Louisiana 70057
(Hereinafter referred to as "Contracting Party")

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution provides that "for a public purpose the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other... or with any public or private association, corporation or individual"; and,

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

1. PROJECT IDENTITY:

This cooperative agreement shall be identified as "St. Charles Parish Local Coastal Program Implementation" and by the LaGov Number assigned as listed above. All invoices and other correspondence submitted to the Department in connection with this agreement shall be identified by this number.

2. CONTRACT TERM:

The term for the fulfillment of services to be performed pursuant to this agreement shall be from July 1, 2019 through June 30, 2022.

3. SCOPE OF SERVICES:

Contracting Party agrees to provide services and/or products in accordance with the specifications set forth in Appendix A, attached hereto and made a part hereof.

4. 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.

5. NOTICE TO PROCEED:

The Contracting Party shall proceed with the work upon receipt of an executed agreement signed by duly authorized representatives of both parties.

6. COMPENSATION:

The total project cost shall be \$130,854.00 of which the Contracting Party agrees to provide \$65,427.00 and the Department shall pay to the Contracting Party the maximum amount of \$65,427.00 for services rendered under this agreement. 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. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this agreement.

No authority exists for payments which exceed the approved maximum agreement amount except through written amendment prior to expiration date of the agreement.

7. FISCAL FUNDING:

The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, 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 agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

8. REPORTS AND PAYMENT:

a. Reporting Requirements:

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

- (1) A progress report shall be submitted by the Contracting Party with each invoice for payment on Monitoring Report (Appendix B).
- (2) A final summary report shall be submitted by the Contracting Party on Monitoring Report (Appendix B) with the final invoice for payment.

b. The quarterly invoice package shall, as a minimum, contain the following:

- 1) Monitoring Report (Appendix B)
- 2) Requisition for Payment Form (Appendix C)
- 3) In-kind Contribution Report (Appendix D)
- 4) Copy of all Pertinent Cost Records (time sheets, invoices and any other applicable payment documentation)

c. Payment:

Payment to the Contracting Party for services rendered shall be made according to the following:

The Department shall reimburse the Contracting Party in twelve quarterly payments of \$5,452.25 for all eligible costs incurred under this Project. **Contracting Party shall indicate the in-kind match on both the Monitoring Report (Appendix B) and each invoice.** Invoices for progress payments, with supporting documentation, detailing the fees charged and allowable costs to be reimbursed as set forth in Appendix A, Scope of Services shall be based upon actual costs incurred and shall be submitted quarterly with progress reports.

An invoice for the final payment shall be submitted upon completion of the project and acceptance of the final deliverables by the Department. **The final invoice shall be submitted within thirty (30) days following expiration of the agreement.**

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.

Payments shall be made by the Department within approximately thirty (30) days after receipt of an original and two copies of a proper invoice rendered according to the payment schedule, and reports as prescribed in Item a. above, and which has been first approved for payment by the Department Project Manager.

9. ALLOWABLE COSTS:

Allowability of costs under this agreement shall be determined in accordance with applicable state and federal laws.

10. DELIVERABLES:

The Contracting Party shall deliver to the Department deliverables as specified in Appendix A, Scope of Services as products of the services rendered by the Contracting Party under the terms of this agreement.

11. OWNERSHIP OF DOCUMENTS:

Upon completion or termination of this agreement, all data collected by the Contracting Party and all documents, notes, equipment purchased, drawings, tracings and files collected or prepared in connection with this work, 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 material. In addition, at any time during the agreement 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.

The Contracting Party shall notify the Department Project Manager immediately upon receipt of equipment purchased under this agreement, and a Department property tag(s) shall be issued to the Contracting Party and affixed to the equipment. The Contracting Party shall procure equipment in accordance with state procurement regulations. The Contracting Party shall return equipment to the Department Project Manager within sixty (60) days after completion or termination of this agreement.

The Department encourages the use of data collected under Department 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 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 Department Project Manager for review and approval prior to its release.
- C. In all such papers/presentations, the Department (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.

12. INDEMNIFICATION:

The Contracting Party agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including 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 or in any way grow out of any act or omission of the Contracting Party, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the Contracting Party as a result of any claim, 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 agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

13. 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.

14. NONASSIGNABILITY:

The Contracting Party shall not assign any interest in this agreement by assignment, transfer, or novation, without prior written consent of the Department. This provision shall not be construed to prohibit the Contracting Party from assigning its bank, trust company or other financial institution any money due or to become due from approved agreements without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Department.

15. COMPLIANCE WITH LAWS:

This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

16. TAX RESPONSIBILITY:

The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal Tax Identification Number 72-6001390.

17. COST RECORDS:

Contracting Party hereby grants to the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors, the option of auditing all records of Contracting Party pertinent to this agreement. The Contracting Party must keep all such records for a period of five (5) years from completion or termination of this Agreement.

18. TERMINATION OF CONTRACT 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 thirty (30) 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 Agreement 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.

19. TERMINATION FOR THE CONVENIENCE OF THE DEPARTMENT:

The Department may terminate this agreement at any time by giving written notice by certified mail (return receipt requested) to the Contracting Party of such termination and specifying the effective date thereof, at least thirty (30) 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.

20. REMEDIES FOR DEFAULT:

Any claim or controversy arising out of this agreement shall be resolved by the provisions of LSA – R.S. 39:1672.2 – 1672.4.

21. GOVERNING LAW:

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

22. 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 agreement. 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 agreement.

23. SUBCONTRACTORS:

The Contracting Party agrees to obtain written Department approval prior to subcontracting any part of the services specified in Appendix A, Scope of Services. The Contracting Party shall include, in any subcontract, the provisions contained in this agreement. 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.

24. DISCRIMINATION:

The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contracting Party agrees not to discriminate in its employment practices, and will render services under this agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

25. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a

boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

26. HUDSON / VETERAN'S INITIATIVES:

The Department 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 entrepreneurships (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.louisianaeconomicdevelopment.com/Account/Login>.

27. AMENDMENTS:

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

Signature page to follow.

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.

This Cooperative Agreement entered into this _____ day of _____, 2019 at Baton Rouge, Louisiana.

WITNESSES:

BEVERLY HODGES, UNDERSECRETARY
DEPARTMENT OF NATURAL RESOURCES

ST. CHARLES PARISH