



# State of Louisiana

JOHN BEL EDWARDS  
GOVERNOR

January 16, 2019

Barry Huggins  
Capital Area Ground Water  
Conservation District  
3535 South Sherwood Forest Blvd.  
Baton Rouge, LA 70816

RE: LaGov No. C109380454.19  
"Groundwater and Surface Water Resources"

Dear Mr. Huggins:

Enclosed for your records is a fully executed copy of the contract for the above referenced project reflecting the approval of the Department. This serves as your official notice to proceed under the terms of the contract.

**The Department will not consider payments which exceed the approved maximum contract amount or for work performed before or after the contract term except through written amendment prior to the expiration date of the contract.** No amendment shall be effective unless it is in writing in accordance with Article IX entitled Amendments.

Should you have any questions, please contact the Contract Manager at (225) 342-4127.

Sincerely,

Jordan DeLaune  
Coastal Resources Program Supervisor

Enclosure

c: Wes LeBlanc, Contract Manager  
Gloria Tigner, CPRA

#### Executive Division

**COOPERATIVE ENDEAVOR AGREEMENT**  
**BETWEEN**  
**STATE OF LOUISIANA,**  
**THROUGH THE COASTAL PROTECTION AND RESTORATION AUTHORITY**  
**AND**  
**CAPITAL AREA GROUND WATER CONSERVATION DISTRICT**

**THIS COOPERATIVE ENDEAVOR AGREEMENT** (“Agreement”), is entered into and effective on December 10, 2018, by and between the State of Louisiana, through the Coastal Protection and Restoration Authority, (hereinafter referred to as the “CPRA”), and the Capital Area Groundwater Conservation District (hereinafter referred to as the “CAGWCD”), located at 3535 South Sherwood Forest Boulevard, Baton Rouge, LA 70816. The CPRA and CAGWCD are collectively referred to herein as the “Parties.”

**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, with the United States, or its agencies, or with any public or private association, corporation, or individual; and

**WHEREAS**, CAGWCD is a public body charged with doing all things necessary to prevent waste of groundwater resources, and to prevent or alleviate damaging or potentially damaging subsidence of the land surface caused by withdrawal of groundwater within the district as defined in La. R.S. 38:3072; and

**WHEREAS**, CAGWCD is a political subdivision of the State of Louisiana and has the authority to enter into agreements with governmental bodies, such as the CPRA, by virtue of the specific authority granted in La. R.S. 38:3076; and

**WHEREAS**, the CAGWCD recognizes the need for a comprehensive long-range management plan for utilization of groundwater resources within its district; and

**WHEREAS**, the CAGWCD and CPRA have a shared interest in the development of a comprehensive long-range management plan for the utilization of groundwater resources; and

**WHEREAS**, the CAGWCD adopted a resolution, attached hereto as Exhibit A, on June 19<sup>th</sup>, 2018 expressing its intention to partner with CPRA to engage The Water Institute of the Gulf (hereinafter referred to as TWIG) to develop a comprehensive long-range plan; and

**WHEREAS**, the CPRA and TWIG have previously collaborated to assess the water resources sustainability in selected hydro units; and

**WHEREAS**, due to the interconnected nature of groundwater and surface water, with unique considerations in coastal Louisiana, it is important to build on and coordinate with previous water resources research efforts, particularly efforts that focus on the connection to coastal waters, with respect to saltwater intrusion into groundwater resources and freshwater delivery to maintain the health of coastal estuaries; and

**WHEREAS**, the TWIG is the appropriate entity to engage in this effort as it has the required experience to provide the science necessary to inform CAGWCD decisions and to determine if scavenger wells will be effective enough to conserve the aquifer over the long-term as well as whether other strategies or alternatives need to be considered; and

**WHEREAS**, this effort will build upon the Louisiana Water Resources Assessment for Sustainability and Energy Management, previously conducted by TWIG for the Louisiana Department of Natural Resources-Office of Conservation and CPRA; and

**WHEREAS**, CPRA desires to cooperate with CAGWCD as this Agreement will be mutually beneficial to the Parties in the furtherance of their respective statutory purposes, duties, and authorities, and each Party expects to receive a public benefit at least equal to the costs of the responsibilities undertaken pursuant hereto; and

**WHEREAS**, this effort has a public purpose, and is in the public interest of the CPRA of Louisiana and its citizens. In order to serve the public for the purposes hereinafter declared, the CPRA and CAGWC have entered into this Agreement.

**NOW THEREFORE**, in consideration of the Parties mutual undertakings herein and the purposes, duties, and authorities granted under La. R.S. 49:214.1, et seq., and the Constitution and general laws of the State of Louisiana, CPRA and CAGWCD do hereby agree as follows:

## **ARTICLE I** **PURPOSE**

The Purpose of this Agreement is to set forth the terms, conditions, and responsibilities to be performed by CPRA and the CAGWCD to effect the development of a comprehensive long-range management plan for utilization of these groundwater resources.



**ARTICLE II**  
**SCOPE DESCRIPTION and RESPONSIBILITIES**

CPRA and CAWGCC will work together to develop a Scope of Work to be performed by TWIG. Both Parties will authorize the agreed upon Scope of Work in writing.

Once the Parties agree upon a Scope of Work, CPRA will issue a task order to TWIG to perform the work through the existing Cooperative Endeavor Agreement between CPRA and TWIG.

**ARTICLE III**  
**PROJECT FUNDING**

CAGWCD agrees to pay 100% of the total cost for this effort. The total cost of the effort shall not exceed \$250,000.00.

Upon receipt of an invoice from TWIG, CPRA will submit a copy of the invoice to CAGWCD, and both Parties agree to review the invoice to determine that work was performed in accordance with the Scope of Work. CAGWCD agrees to complete its review within 10 days of receipt of the invoice, and respond in writing to CPRA its concurrence or denial of charges on the invoice. If approved, CAGWCD agrees to submit payment to CPRA within 10 days of a final approved invoice. Upon receipt of payment from CAGWCD, CPRA will remit payment to TWIG.

**ARTICLE IV**  
**CONTRACT MONITORING**

The CPRA contract monitor for this Agreement shall be Wes Leblanc, or his/her designee. CPRA shall provide the CAGWCD notice of any changes to the designated contract monitor within seven (7) days of any such change.

**ARTICLE V**  
**TERMINATION FOR CAUSE**

The CPRA may terminate this Agreement for cause based upon the failure of CAGWCD to comply with the terms and/or conditions of the Agreement; provided that CPRA shall give the CAGWCD written notice specifying the CAGWCD's failure. If within thirty (30) days after receipt of such notice, the CAGWCD shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then CPRA may, at its option, place the CAGWCD in default and the Agreement may terminate on the date specified in such notice.

The CAGWCD may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the CPRA to comply with the terms and conditions of this Agreement; provided that the CAGWCD shall give the CPRA written notice specifying the CPRA's failure and providing a reasonable opportunity for the CPRA to cure the defect.

In the event that either Party elects to terminate this Agreement pursuant to this Article, the Parties agree to participate in a final cost accounting as of the date of termination and in accordance with the terms and conditions herein. The obligations under this Article shall survive termination or expiration of this Agreement for any reason.

## **ARTICLE VI**

### **TERMINATION FOR CONVENIENCE**

The CPRA may terminate this Agreement at any time by giving thirty (30) days written notice to the CAGWCD. The CAGWCD may likewise terminate this Agreement at any time by giving thirty (30) days written notice to the CPRA. The CPRA shall be entitled to reimbursement for the costs of deliverables in progress, to the extent work has been performed satisfactorily as of the date of termination and any costs or expenses the CPRA incurs which are directly associated with this Agreement.

In the event that either Party elects to terminate this Agreement pursuant to this Article, the Parties agree to participate in a final cost accounting as of the date of termination and in accordance with the terms and conditions herein. The obligations under this Article shall survive termination or expiration of this Agreement for any reason.

## **ARTICLE VII**

### **NON-DISCRIMINATION CLAUSE**

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



of Labor” and EO 12086 “Equal Employment Opportunity Functions”); and EO 13166 “Improving Access to Services for Persons With Limited English Proficiency.”

The Parties agree not discriminate in employment practices, and will render services under this contract in accordance with 41 C.F.R. 60-1.4 and without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

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

### **ARTICLE VIII** **HOLD HARMLESS AND INDEMNITY**

The CAGWCD shall be fully liable for the actions of its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control, and shall fully indemnify and hold the CPRA and its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control, harmless from suits, actions, damages, and costs of every name and description relating to personal injury and/or damage to real or personal tangible property, caused by the negligence, failure to act or legal fault of the CAGWCD, its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control, without limitation, except that the CAGWCD shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the negligent act or failure to act or legal fault of the CPRA, and its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control.

No Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties herein.

The obligations under this Section shall survive termination or expiration of this Agreement for any reason.

### **ARTICLE IX** **AMENDMENTS**

Notwithstanding any other provision herein, the Parties agree that any change to this Agreement shall require a written amendment, mutually agreed upon and signed by both Parties. The terms and conditions contained in this Agreement may not be amended, modified, superseded, subsumed, terminated, or otherwise altered except by mutual written consent of all Parties hereto.

**ARTICLE X**  
**OWNERSHIP**

All records, reports, documents and other material delivered or transmitted to the CAGWCD by the CPRA shall remain the property of the CPRA and shall be returned by the CAGWCD to the CPRA upon request at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the CAGWCD in connection with performance of the services contracted for herein shall be the property of the CAGWCD, and shall be retained in accordance with the terms of this Agreement. With respect to the work product produced by TWIG in connection with the Scope of Work developed under this agreement, CPRA and CAGWCD will have joint ownership.

**ARTICLE XI**  
**NO ASSIGNMENT**

The CAGWCD shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment, subrogation or novation), without prior written consent of the CPRA, provided however, that claims for money due or to become due to the CAGWCD from the CPRA may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the CPRA.

**ARTICLE XII**  
**FINANCIAL CAPABILITY**

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

CAGWCD agrees to take any and all appropriate steps to obtain funding for the responsibilities undertaken by CAGWCD pursuant to this Agreement and/or any future agreements(s) and for which CPRA has not agreed to provide funding therefore. Should current or future revenues dedicated to the Project be insufficient to fulfill the obligations of the CAGWCD for the Project, CAGWCD is obligated to make reasonable good faith efforts to obtain or seek funding from other sources, including, but not limited to additional taxes, fees, tolls, grants, donations, legislative appropriations, reallocation of funds, or decreasing the cost or extent of other operations. Nothing herein shall prevent CPRA from seeking additional funding to assist the CPRA or CAGWCD with the responsibilities undertaken by any Party pursuant to this Agreement.



**ARTICLE XIII**  
**FISCAL FUNDING CLAUSE**

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

**ARTICLE XIV**  
**CERTIFICATION OF DEBARMENT / SUSPENSION STATUS**

All Parties certify with their execution of this Agreement that it is not suspended, debarred or ineligible from entering into contracts or agreements with any department or agency of the Federal Government, or in receipt of notice of proposed debarment or suspension. The CAGWCD further certifies with its execution of this Agreement that it is not suspended, debarred or ineligible from entering into contracts or agreements with any department or agency of the CPRA of Louisiana, or in receipt of notice of proposed debarment or suspension.

All Parties agree to secure from any consultant(s), contractor(s) and/or subcontractor(s) for the Project certification that such consultant(s), contractor(s) and/or subcontractor(s) are not suspended, debarred or declared ineligible from entering into contracts with any department or agency of the Federal Government, or in receipt of a notice of proposed debarment or suspension. The Parties further agree to secure from any consultant(s), contractor(s) and/or subcontractor(s) for the Project certification that such consultant(s), contractor(s) and/or subcontractor(s) are not suspended, debarred or declared ineligible from entering into contracts with any department or agency of the CPRA of Louisiana, or in receipt of a notice of proposed debarment or suspension.

All Parties agree to provide immediate notice to the other Party in the event of it or its consultant(s), contractor(s) and/or any subcontractor(s) associated with the Project being suspended, debarred or declared ineligible by any department or agency of the Federal Government, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this Agreement. The CAGWCD further agrees to provide immediate notice to the CPRA in the event of it or its consultant(s), contractor(s) and/or any subcontractor(s) being



suspended, debarred or declared ineligible by any department or agency of the CPRA of Louisiana, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this Agreement.

Upon notice of suspension, debarment, or declaration that either Party and/or its consultant(s), contractor(s) and/or any subcontractor(s) is/are ineligible to enter into contracts with any department or agency of the Federal Government, either prior to or after execution of this Agreement, each Party reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Agreement pursuant to the terms of Article VIII in this Agreement, or take such other action it deems appropriate under this Agreement. Upon notice of suspension, debarment, or declaration that the CAGWCD and/or its consultant(s), contractor(s), and/or any subcontractor(s) is/are ineligible to enter into contracts with any department or agency of the CPRA of Louisiana, either prior to or after execution of this Agreement, the CPRA further reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Agreement pursuant to the terms of Article VIII in this Agreement, or to take such other action it deems appropriate under this Agreement.

**ARTICLE XV**  
**NO THIRD PARTY BENEFICIARY**

Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement as indicated herein or by operation of law.

**ARTICLE XVI**  
**RELATIONSHIP OF PARTIES**

- A. In the exercise of their respective rights and obligations under this Agreement, the CAGWCD and the CPRA each act in an independent capacity and no Party is to be considered the officer, agent, or employee of the other, unless otherwise provided by law.
- B. In the exercise of its rights and obligations under this Agreement, no Party shall provide, without the consent of the other Party, any consultant/contractor/ subcontractor with a release that waives or purports to waive any rights the other Party may have to seek relief or redress against that consultant/contractor/subcontractor either pursuant to any cause of action that the other Party may have or for violation of any law.

- C. The participation by CPRA in the Project shall in no way be construed to make the CPRA a party to any contract between the CAGWCD, consultant(s), contractor(s) and/or subcontractor(s) or between the CAGWCD and any third party. The participation by the CAGWCD in the Project shall in no way be construed to make CAGWCD a party to any contract between the CPRA, consultant(s), contractor(s) and/or subcontractor(s) or between the CAGWCD and any third party.

**ARTICLE XVII**  
**APPLICABLE LAW, VENUE AND DISPUTES**

This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. Before any Party to this Agreement may bring suit in any court concerning any issue relating to this Agreement, such Party must first seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties. The exclusive venue for any suit arising out of this Agreement shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, Louisiana.

**ARTICLE XVIII**  
**DELAY OR OMISSION**

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

**ARTICLE XIV**  
**SEVERABILITY**

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.



**ARTICLE XX**  
**ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

**ARTICLE XXI**  
**PROVISION REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party the Agreement shall forthwith be amended to make such insertion or correction.

**ARTICLE XXII**  
**CONFLICTS OF INTEREST AND CODE OF ETHICS**

CAGWCD and any entity or individual performing work under this Agreement subject to any form of legal agreement with CAGWCD, including without limitation, consultants, contractors and subcontractors, must comply with the conflicts of interest provisions referenced in CPRA's Conflicts of Interest Policy as contained in CPRA's Policy No. 4, entitled "Governmental Ethics Compliance and Dual Employment", effective April 1, 2009, as well as any additional agency conflicts of interest policies or procedures that CPRA may implement in the future.

CAGWCD and any entity or individual performing work under this Agreement subject to any form of legal agreement with CAGWCD, including without limitation, consultants, contractors and subcontractors, must also comply with Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 *et seq.*, Code of Governmental Ethics) in the performance of services called for in this Agreement. CAGWCD agrees to immediately notify the CPRA if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

**ARTICLE XXIII**  
**COVENANT AGAINST CONTINGENT FEES**

CAGWCD shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the CPRA shall have the right to annul this Agreement without liability in accordance with Article VIII ("Termination for Cause") of this Agreement or, in its discretion, to deduct from this Agreement or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

**ARTICLE XXIV**  
**COPYRIGHT**

The CPRA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, and to authorize others to do so. The CAGWCD also reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, and to authorize others to do so. The Parties also understand and agree that they will not interfere with any rights the Federal Government may have with respect to the right to reproduce, publish, distribute, exhibit and/or otherwise use the work described herein for Federal purposes.

**ARTICLE XXV**  
**DRUG FREE WORKPLACE COMPLIANCE**

CAGWCD hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended and with 24 C.F.R. Part 21. Further, in any contracts executed by and between CAGWCD and any third parties funded using the GOMESA Funds under this Agreement, there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended, in accordance with 48 FAR 23.500, *et seq.*, and 48 C.F.R. 52.223-6.

**ARTICLE XXVI**  
**NO AUTHORSHIP PRESUMPTIONS**

Each of the Parties has had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. Each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement,



including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a Party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.

**ARTICLE XXVII**  
**DESIGNATION OF POINTS OF CONTACT**

The Parties designate the following persons to be their official contacts in relation to this Agreement. Any Party may change its contact person upon written notice to the other Party. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given, if in writing and delivered personally or sent by registered or certified mail as follows:

If to CAGWCD:

Barry Huggins  
Chairman  
3535 South Sherwood Forest Blvd., Suite 137  
Baton Rouge, LA 70816  
225-293-7370

If to CPRA:

Michael S. Ellison  
Executive Director  
Coastal Protection and Restoration Authority  
Post Office Box 44027  
Baton Rouge, LA 70804-4027  
225-342-4683

**ARTICLE XXVIII**  
**EFFECTIVE DATE / DURATION / MODIFICATION / TERMINATION**

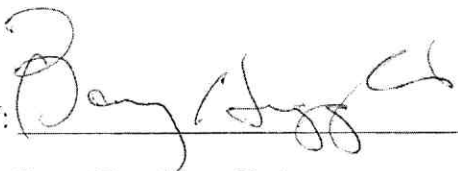
This Agreement shall be effective for a period commencing on December 10, 2018 and terminating on December 31, 2019, unless otherwise terminated or amended by written mutual agreement of all parties or in accordance with the terms herein.

Except as otherwise provided herein, the provisions, terms and conditions contained in this Agreement may not be amended, modified, superseded, terminated, or otherwise altered except by mutual written consent of all Parties hereto.

This Agreement may be executed in multiple originals.

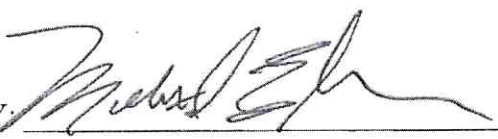
**THUS DONE, PASSED, AND SIGNED** on the dates indicated below before the below-named notary and competent witnesses.

**CAPITAL AREA GROUND WATER  
CONSERVATION DISTRICT**

BY:   
Barry Huggins, Chairman

DATE: 12/10/18

**COASTAL PROTECTION AND  
RESTORATION AUTHORITY**

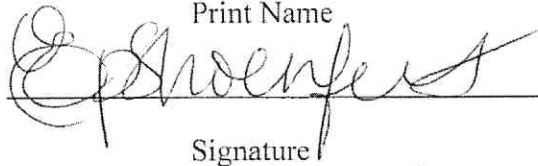
BY:   
Michael S. Ellison, Executive Director

DATE: 12/20/18

**WITNESSES:**

  
Signature

Janice Lansing  
Print Name

  
Signature

Elizabeth P. Shoenfelt  
Print Name

**WITNESSES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name



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 10<sup>th</sup> day of December 2018, personally came and appeared Barry Huggins to me known, who declared that he is the Commission Chairman of the Capital Area Ground Water Conservation District, that he executed the foregoing instrument on behalf of said entity and that the instrument was signed pursuant to the authority granted to him by said entity and that he acknowledged the instrument to be the free act and deed of said entity.

Richelle N. Moore

Signature

Richelle N. Moore

Print Name

LSBA 30641

Louisiana Notary Public / Bar Number

My commission expires: with life

(SEAL)



OFFICIAL SEAL  
Richelle N. Moore  
BAR ROLL # 30641  
STATE OF LOUISIANA  
My Commission is for Life

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 20<sup>th</sup> day of December, 2018, personally came and appeared Michael S. Ellison, to me known, who declared that he is the Executive Director of the Coastal Protection and Restoration Authority, that he executed the foregoing instrument on behalf of said State Agency and that the instrument was signed pursuant to the authority granted to him by said State Agency and that he acknowledged the instrument to be the free act and deed of said State Agency.

  
Signature

Richelle N. Moore  
Print Name

LSBA 30641  
Louisiana Notary Public / Bar Number

My commission expires: at death

(SEAL)



OFFICIAL SEAL  
Richelle N. Moore  
BAR ROLL # 30641  
STATE OF LOUISIANA  
My Commission is for Life



**Exhibit A**

RESOLUTION 2018-1; CAPITAL AREA GROUND WATER CONSERVATION DISTRICT

RESOLUTION NO. 2018-1  
CAPITAL AREA GROUND WATER CONSERVATION DISTRICT

Acting herein through its Board of Commissioners, did on this 19<sup>th</sup> day of June, 2018, adopt the following resolution:

RESOLUTION

WHEREAS, for more than seven decades agencies of the State of Louisiana and the United States, have confirmed the existence of and projected the extent of saltwater encroachment in various aquifers making up the collective fresh water aquifer known as the *Southern Hills Aquifer System*; and

WHEREAS, concern regarding saltwater encroachment and sustainability, among other factors considered, led to the creation in 1975 of the Capital Area Ground Water Conservation District (hereinafter, the DISTRICT); and

WHEREAS the District is charged with the management of the groundwater resources in its six (6) parish area; and,

WHEREAS this District recognizes that there is a need for a comprehensive long-range management plan for utilization of these groundwater resources; and

WHEREAS, The Water Institute of the Gulf (hereinafter, TWIG) in collaboration with the Coastal Protection and Restoration Authority (hereinafter, CPRA), has proposed to develop a long-range strategic plan, on behalf of the District, to better enable the District to properly manage the ground water resources for which it has responsibility; and,

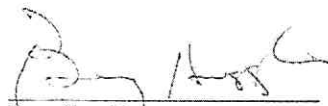
WHEREAS such a plan will include, but is not limited to:

- 1 - Work with the District, the public, and various stakeholders to identify and evaluate feasible, realistic, and cost-effective water supplies, that can function as alternatives to replace the current use of groundwater, including surface water from the Mississippi, Comite, and Amite River systems, recycled "grey" water, use of the Mississippi Alluvial Aquifer, and other resources which may be required to meet long-term water resource needs in a sustainable manner.
- 2 - Evaluate the current science, including computer simulations and models, and data, that has been generated by various studies related to the use of groundwater from the Southern Hills Aquifer System to determine what, if any, additional conservation efforts may be needed for the proper long term, sustainable management of these resources, including, but not limited to, the use of alternate water supplies.
- 3 - Evaluate the potential consequences, and effects on other uses/users should the District decide to switch users from groundwater supplies to alternate sources of water, including, but not limited to the effect of such a plan on the supply of Mississippi River Water that would be available for further use down-stream, for potable and industrial users and for projects such as fresh water diversion to achieve coastal restoration.

WHEREAS, the District desires to commence the development of such a plan in as expeditious a manner as is practicable;

NOW, THEREFORE, BE IT RESOLVED that the DISTRICT will enter into a cooperative endeavor agreement with CPRA to engage The Water Institute of the Gulf to develop a long-range, strategic plan to better enable the District to manage, preserve, and protect the water resources of the Southern Hills Aquifer System ensure its sustainability for future generations of users. The initial phase of the development of this plan shall not exceed two hundred fifty thousand dollars (\$250,000) for the first year.

  
Anthony J Duplock  
District Executive Director

  
Barry Huggins  
Commission Chairman