THE STATE OF LOUISIANA SPORT FISHING/BOATING ACCESS DEVELOPMENT

COOPERATIVE ENDEAVOR AGREEMENT
between
The State of Louisiana
and
(Sponsor)

In accordance with Article VII, Section 14 of the 1974 Constitution of the State of Louisiana, the **State of Louisiana,** hereinafter sometimes referred to as the "State" herein represented by both _____(NAME)_____, Director of the Office of Facility Planning and Control (FP&C) of the Division of Administration, and _____(NAME)_____, Secretary, Department of Wildlife and Fisheries (DWF), and the _____**(SPONSOR)**_____, a political subdivision of the State, herein sometimes referred to as the "Sponsor," or "Non State Entity," herein represented by _____(SPONSOR'S REPRESENTATIVE), ___(TITLE)__, do hereby enter into a Cooperative Endeavor Agreement hereinafter referred to as "Agreement" to serve the public for the purposes hereinafter declared.

WHEREAS, the State seeks to serve the needs of the residents of the State and,

WHEREAS, DWF has recognized a need to improve__(FISHING/BOATING)__ access in __(WATER BODY)__ and has entered into an agreement with the United States Department of Interior, Fish and Wildlife Service (USFWS), to obtain federal monies, hereinafter referred to as "Wallop-Breaux funds," through the Federal Aid in Sport Fish Restoration Act of August 9, 1950 as amended (64 Stat. 430; 16 U.S.C. 777-777k), hereinafter referred to as the "Federal Aid in Sport Fish Restoration Act," to be used as the 75% federal share by the Sponsor for the planning, construction and/or renovation of ___(Project/Site)___ hereinafter referred to as the "Project," as per FP&C Project Number 16-01-00-86-6 (Part ____) attached hereto and made a part hereof as "Attachment A;" and,

WHEREAS, the Sponsor has been approved by DWF and USFWS to receive Wallop-Breaux funds and is designated the recipient of these funds; and

WHEREAS, the Sponsor is the representative body whose purpose it is to address the needs and programs within geographic boundaries of ___(WATER BODY)__; and

WHEREAS, Sponsor will provide a 25% local match in accordance with the provisions of the Federal Aid in Sport Fish Restoration Act,

IT IS HEREBY AGREED by the State and the Sponsor that:

PURPOSE

The purpose of this Agreement is to set forth the terms of administering the Project by the State. Upon verification and approval of all invoices by DWF, FP&C shall disburse federal funds to the Sponsor for carrying out the planning, construction and/or renovation phase of this Project. DWF shall ensure that this completed Project remains open to the public and well maintained throughout its useful life which shall be _____ years. FP&C will administer Planning, Design and Construction of this Project, a facility controlled by the Sponsor within the geographic boundaries of ___(WATERBODY)___ in accordance with *Non-State Entity Capital Outlay Administrative Guidelines, July 1999 ed.*, herein referred to as Guidelines which is hereby made a part of this Agreement as "Attachment B."

SCOPE

As provided in the Federal Aid in Sport Fish Restoration Act, the federal funds for this Project are limited to improvements or new construction related to ___(FISHING/BOATING)___ access and specifically those improvements and costs indicated in the conditionally approved or approved Wallop-Breaux Grant Agreement between DWF and the USFWS attached hereto and made a part hereof as "Attachment C," in the Amount of $_____, located in _____ Parish, Louisiana.

NOTICE TO PROCEED

The Sponsor understands and agrees that there shall be no reimbursement of funds for expenses prior to execution of the Agreement. The Sponsor agrees that no construction under this Agreement shall commence until a written "Notice to Proceed" is provided to the Sponsor by DWF. If the Sponsor enters into a construction contract prior to execution of this Agreement, then payments under such contracts are prohibited from federal aid appropriations, and are the sole responsibility of the Sponsor.

COMPLIANCE WITH LAWS

This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana. The Sponsor shall solicit bids for services, labor and materials needed to complete the Project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, et seq., applicable to political subdivisions of the State. The Sponsor shall also keep a procurement file relative to the necessary acquisition of services, labor and materials needed to complete said Project which will be subject to review by the State at any time. The Sponsor shall secure evidence of current and continuing liability insurance of all contractors and/or subcontractors who perform work in accordance with this Agreement.

USE AND DISBURSEMENT OF FUNDS

The Sponsor hereby acknowledges and agrees that Wallop-Breaux funds disbursed by the State to the Sponsor shall be used solely for the purposes authorized and permitted as provided in the Federal Aid in Sport Fish Restoration Act, approved by both DWF and USFWS and in accordance with all provisions of law affecting the Project and the terms and conditions of this Agreement. The Sponsor acknowledges that any funds not used in accordance with the terms of this Agreement and State law will be reimbursed to the State.

The Sponsor shall not execute any contracts or agreements that would expend or commit Wallop-Breaux funds in excess of the amount approved in the Wallop-Breaux Grant, ("Attachment C"), prior to a written amendment thereto approved by DWF and FPC. All expenses are subject to approval by the State. Any additional expenditures not in compliance with this Agreement are solely the responsibility of the Sponsor.

The Sponsor shall make no changes in its local laws or charter which would allow use of the Project for any purpose other than a public purpose. Funds will be disbursed to the Sponsor on a cost reimbursable basis, with no profit to the Sponsor. The total cost as indicated in the "Project Cost Breakdown" shall not exceed _____. Of the total cost, the State shall reimburse the Sponsor for up to 75% of the allowable costs or a maximum of _____. The Sponsor shall submit requests for reimbursement no more than every 30 days and not less than every 90 days. Requests for reimbursement shall consist of an original invoice on the Sponsor's letterhead, clearly marked as "Invoice," and supported by an itemized list, by category, as reflected in "Attachment A," for all expenditures claimed on a Request for Disbursement form supplied by DWF and shall be accompanied by: 1) certification that the services have been performed in accordance with the terms of the applicable contracts/or agreements. 2) documentation (i.e., invoices, copies of checks issued in payment of invoices, copies of time sheets, etc.) for all costs for which reimbursement is requested and 3) a progress report to be received by the DWF's representative. Request for reimbursement forms submitted by Sponsor to the DWF should also reference CFDA number 15.605 and the FP&C Project Number. Copies of all contracts awarded by the Sponsor in connection with this Agreement shall be submitted to both FP&C and DWF. Upon processing and approval, DWF shall forward the Request for Disbursement to FP&C for payment while both DWF and FP&C assure that Wallop-Breaux funds were used for Project objectives provided for in the approved Grant Agreement and that a functional facility is in place upon full disbursement of federal funds. Payment will be made to the Sponsor within 30 days of receipt of proper invoice provided the request is for over $5,000.00. Requests for under $5,000.00 will be processed as soon as the DWF accumulates $5,000.00 of federal fund requests. Upon completion of the Project and prior to reimbursement of the final

DWF for review: a series of digital images that clearly show the completed Project; resolution of facility acceptance; and a certificate of clear lien.

The Sponsor shall maintain financial records, including source of documents, which adequately support the source and application of all Project funds. The financial management system will meet the standards prescribed in the Federal Aid Manual and in OMB Circulars A-87 and A-102. The Sponsor must keep all such records for a period of _____ years which has been defined as the useful life of the Project, except that records shall be retained beyond the _____ year period if audit findings have not been resolved.

AUDIT REQUIREMENTS

The Sponsor shall ensure audits are conducted in accordance with federal OMB Circular A-133. The Sponsor should develop a system which identifies payments to vendors wherein an independent auditor can easily discern that the payments made are under a federal assistance program. These expenditures are to be designated under CFDA number 15.605. The Sponsor shall forward to the DWF a copy of the audit report within one year of the audit period. In those cases where an audit is not required, DWF reserves the right to perform program reviews. The Sponsor shall submit annual audit reports, within one year of the audited period for those projects with program income for the life of the project. An audit report must list all income derived from the use of the project and expenditures for types of maintenance performed.

ASSIGNABILITY

The Sponsor shall not assign any interest in this Project or Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of DWF; provided, however, that all claims for money due or to become due to the Sponsor under this 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 DWF.

OWNERSHIP OF PROPERTY

The Sponsor hereby covenants that it owns, will acquire title to, or obtain easements for the property upon which the Project is to be located and that it shall not transfer, convey, sell, mortgage, assign or otherwise alienate its ownership or easement rights in the land and appurtenances which constitute the Project without the consent of DWF and USFWS. Any lease agreement for the purpose of easements shall not be for any length of time less than what is agreed to as the useful life of the Project as defined in the Agreement.

The Sponsor agrees that when acquiring land with federal Wallop-Breaux funds and prior to closing, DWF and FP&C must review and approve the appropriate information in accordance with *Non-State Entity Capital Outlay Administrative Guidelines, July 1999 ed.*, under "Real Estate Acquisition," and USFWS must review and approve the appropriate information in accordance with federal law and the Federal Aid in Sport Fish Restoration Act.

TAXES

The Sponsor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement shall be said Sponsor's obligation and identified under federal tax identification number _____.

TERMINATION FOR THE CONVENIENCE OF EITHER PARTY

This Agreement may be terminated for the convenience of either party upon thirty (30) days written notice from the terminating party to the other parties. In the event of termination of this Agreement for the convenience of the State, the Sponsor shall be entitled to receive just and equitable compensation for all costs incurred, for non-cancelable commitments, and for satisfactory work completed. In the event of termination for the convenience of the Sponsor, the State shall be entitled to be reimbursed for all funds previously disbursed to the Sponsor.

TERMINATION OF AGREEMENT FOR CAUSE

If, in the determination of the State, the Sponsor fails to fulfill in a timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements, or stipulations of this Agreement, the State shall thereupon have the right to terminate this Agreement by giving written notice to the Sponsor of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. In such case the State shall be entitled to be reimbursed by the Sponsor for any Project funds received pursuant to this Agreement.

COORDINATION

It is the responsibility of the Sponsor to administer the Project according to all applicable laws, rules and regulations and to ensure that the work is the best obtainable within established trade practice. The submittal of documentation to FP&C as required by this Agreement shall be for the purpose of verifying that the funds are spent in accordance with this Agreement and the applicable legislation, providing evidence of the progress of the Project and verifying that such documentation is being produced. FP&C will not provide extensive document review for the Project or take the responsibility for determining whether or not this documentation is complete and accurate.

MAINTENANCE

The Sponsor shall maintain the completed Project so as to appear attractive and inviting to the public. Properties shall be kept open to the public and safe for their intended use. Renovated areas shall be kept in reasonable repair throughout their useful life so as to prevent undue deterioration and not to discourage public use. The useful life of the Project shall be _____ years. Should the Sponsor not adequately maintain said completed Project, the State may demand a refund of federal funds involved in the Project on a depreciating basis.

PUBLIC LIABILITY

The Sponsor agrees and obligates itself, its successors and assigns to defend, indemnify and save harmless and provide a defense for the State, its officials, officers and employees against any and all claims, demands, suits, actions (*ex contractu, ex delictu,* quasi-contractual, statutory or otherwise) judgments of sums of money, attorneys' fees and court costs to any party or third person including, but not limited to amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of the Sponsor or any of the above, growing out of resulting from or by reason of any violation of the requirements of State law, Federal law, or any negligent act or omission, operation or work of the Sponsor, its employees, servants, contractors or any person engaged upon or in connection with the engineering services, construction and construction engineering required or performed by the Sponsor hereunder including, but not limited to any omissions, defects or deficiencies in the plans, specifications or estimates, or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction or construction engineering cost incurred, or any other claim of whatever kind or nature arising from, out of or in any way connected with the Project, to the extent permitted by law.

Nothing herein is intended, nor shall be deemed to create a third party beneficiary to or for any obligation by FP&C or DWF herein or to authorize any third person to have any action against FP&C or DWF arising out of this Agreement.

ENFORCEMENT OF PROVISIONS

The failure of the State at any time to require performance by the Sponsor of any provision hereof, shall in no way affect the right of the State thereafter to enforce that same provision or any part of this Agreement, nor shall the failure of the State to enforce any breach of any provision hereof be taken or held to be a waiver of such provision, or as a waiver, modification or revision of the Agreement itself.

ASSURANCES

The Sponsor recognizes that the Wallop-Breaux funds provided by the State under this Agreement are federal funds and that in its disbursement of these funds the State must comply with all applicable federal laws, regulations, and policies which are the result of the Federal Aid in Sport Fish Restoration Act. The Sponsor shall secure completion of the work in accordance with construction plans and specifications approved by FP&C and shall secure compliance with all applicable federal, State, and local laws and regulations. The Sponsor hereby agrees to adhere to all compliance requirements outlined in "Attachment D" attached hereto and made a part hereof and all compliance requirements placed on the State including, but not necessarily limited to those specified in "Attachment D." The participation by DWF and FP&C in the Project shall in no way be construed to make DWF and FP&C a party to any contract between the Sponsor and its contractors.

FACILITY CONSTRUCTION COMPLETION

The Project ending date approved by USFWS in the Grant Agreement is ____(DATE)____. Upon approval of the Project by the Sponsor(s), State, and federal agency(ies), Project construction will be completed three (3) months prior to the Project ending date, or by ____(DATE)____. During the (3) months prior to the Project ending date the State will process documents, reports, and invoices and make necessary final inspections. The Sponsor may request an extension for time, up to the Project ending date, to complete construction of the Project by providing a written request to DWF for consideration. The Sponsor may not receive reimbursement for any costs associated with work beyond the Project ending date, _____ without prior approval by the Sponsor, State, and USFWS, and may require approval by the same to continue work beyond ____(SAME DATE)____.

SIGNAGE

The Sponsor agrees, at its expense, to identify the Project as having been funded by the Federal Government as a Wallop-Breaux Project through the Sport Fish Restoration Act in conjunction with the DWF. Such identification shall be made by designing, constructing, erecting and maintaining permanent signage, not less than 3 feet by 4 feet, which shall include the Sport Fish Restoration and DWF logo, or some other manner of acknowledgement, approved by DWF. Signage directing boaters to the facility location along appropriate roadways shall be erected and maintained, at the Sponsor's expense, for the useful life of the Project.

TERM

The term of this Agreement shall be indefinite and in perpetuity and effective from the date of execution hereof.

AMENDMENT OF AGREEMENT

The parties agree that any amendment hereto shall be in writing and signed by all parties. It is expressly understood and agreed by all parties that this Agreement shall not be amended to increase the reimbursable federal share for cost overruns on this Project.

List of attachments/exhibits included as part of this Agreement:

Type	Letter	Description
Attachment	A	Project Cost Breakdown
Attachment	B	Non-State Entity Guidelines
Attachment	C	Grant Agreement
Attachment	D	Compliance Requirements
Attachment	E	Sponsor's Resolution

THUS DONE AND SIGNED this _____ day of _____ 200___

at _____, Louisiana.

WITNESSES:

_____(SPONSOR)_____

_____

_____
(REPRESENATIVE)
(TITLE)

_____

THUS DONE AND SIGNED this _____ day of _____200___

at _____, Louisiana.

WITNESSES:

FACILITY PLANNING AND CONTROL

_____

_____
Name
Director

_____

THUS DONE AND SIGNED this _____ day of_____200___

at _____, Louisiana.

WITNESSES:

LA. DEPT. OF WILDLIFE AND FISHERIES

_____

_____
Name
Secretary

_____

_____
Name
Undersecretary

ATTACHMENT A

(PROJECT TITLE)

PROJECT NUMBER 16-01-00-86-6 (Part____)

Project Cost Breakdown

_____

The total cost of this Project is _____.

The maximum reimbursable or federal share for this Project is _____.

The Sponsor's share for this Project is _____.

Allowable costs, by category:

Cost Categories	Total	Federal Share	Sponsor Share
Planning	$	$	$
Miscellaneous	$	$	$
Construction	$	$	$
Maximum	$	$	$

Planning costs associated with the approved Project can be eligible for reimbursement. The total planning costs may not exceed 10% of the actual Construction costs, or $_____. However, planning costs can be less. Planning costs may include professional fees, costs of topographic surveys, geotechnical investigations, master planning design services, and other verifiable costs approved by the State. The cost of each item shall be subject to the approval of the State.

Miscellaneous costs may include costs of advertising the Project for bid, general construction supervision, resident inspection, builders risk insurance, testing services, recordation and other costs related to the administration of the Project as approved by the State. Miscellaneous costs may also include any other special services not otherwise included in the contract or not customarily furnished in accordance with generally accepted designer's practice. The cost of each item shall be subject to the approval of the State. The total of <u>all</u> miscellaneous costs shall not exceed 5% of the Construction Cost, or $_____. However, miscellaneous costs can be less.

Construction costs indicated above can exceed $_____ if the identical amount is not expended under planning and/or miscellaneous costs.

ATTACHMENT D
COMPLIANCE REQUIREMENTS

The Sponsor hereby assures and certifies that he will comply with the regulations, policies, guidelines and requirements included in Office of Management and Budget Circulars Nos. A-87, A-102, and A-133 as they relate to the application, acceptance, and use of federal funds for this federally assisted Project. Also, the Sponsor gives assurance and certifies with respect to the grant that:

1. The Sponsor possesses legal authority to enter into this Agreement; that a resolution or similar action has been duly adopted or passed as an official act of the Sponsor's governing body, authorizing this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized representative of the Sponsor to act in connection with the Sponsor and to provide such additional information as may be required which shall be attached hereto and made a part hereof as "Attachment E."

2. The Sponsor will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Agreement are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in this Agreement is under consideration for listing by the EPA.

3. The Sponsor will give the DWF and FP&C, or its authorized representative, the right to examine any property or facilities acquired and developed through this Agreement, as well as all records, books, papers, or documents related to this Agreement. It shall notify the DWF's Boating Access Program Manager when the Project has reached substantial completion so that an inspection may occur in a time frame allowing for the timely submission and processing of the final

invoice. The DWF's Boating Access Program Manager, or designee, shall inspect the work accomplished on the Project and, if deemed complete and in compliance with the terms of the Agreement, approve the request for payment, and forward appropriate documentation and Request for Disbursement to FP&C.

4. The Sponsor will have sufficient funds available to meet the Sponsor's share of the cost for construction Projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the Project for the purposes constructed.

5. The Sponsor agrees that all engineering shall be completed by a professional engineer or architect licensed in the State of Louisiana. All work must meet or exceed minimum design standards and guidelines established by all applicable local, state and federal laws.

6. In addition to the requirements of the Guidelines, the Sponsor will obtain approval from FP&C and the DWF of the final working drawings and specifications before the Project is advertised or placed on the market for bidding and that it will construct the Project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to FP&C and DWF for prior approval of changes that alter the costs of the Project, use of space, or functional layout; that it will not enter into a construction agreement(s) for the Project or undertake other activities until the conditions of the construction grant program(s) have been met in accordance with *Non-State Entity Capital Outlay Administrative Guidelines, July 1999 ed.*

7. The Sponsor will provide and maintain competent and adequate architectural and/or engineering supervision and inspection at the construction site to insure that all aspects of the Project conform with the approved plans and specifications; that it will furnish to DWF monthly progress reports outlining the progress of the

Project, identifying any problems that may have arisen, and actions taken to correct such problems. Such reports shall be due by the 15th of each month to the DWF's Boating Access Program Manager until the *Certification of Completion* is submitted.

8. The Sponsor will operate and maintain the completed Project in accordance with the minimum standards as may be required or prescribed by the applicable federal, State and local agencies for the maintenance and operation of such Project.

9. The Sponsor will cause work on the Project to be commenced within 6 months after receipt of notification from the DWF that funds have been approved, and that the Project will be completed within three (3) months of the ending date as per the USFWS Grant Agreement ("Attachment "C").

10. The Sponsor agrees that prior to final Project acceptance and payment by the State, the Sponsor shall correct any project deficiencies, as noted by the DWF Boating Access Program Manager in the final Project inspection.

11. The Sponsor agrees that the facility herein described being acquired and/or developed with Sport Fish Restoration Fund assistance, or is integral to such acquisition or development, and that, without the approval of the DWF, it shall not be converted to other than public recreational ___(FISHING/BOATING)___ purposes but shall be maintained in public recreational ___(FISHING/BOATING)___ use for the useful life of the Project. The Sponsor agrees that a permanent record shall be kept in the Sponsor's public property records and available for public inspection, to the effect that the Project described in the scope of the Project agreement has been acquired or developed with Sport Fish Restoration Fund assistance and that it cannot be converted to other than public recreational <u>fishing/boating</u> use without the written approval of DWF.

12. The Sponsor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, 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, and the Age Act of 1975. The Sponsor agrees not to 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, or disabilities. It will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and in accordance with Title VI of that act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this agreement and it will immediately take any measures necessary to effectuate this agreement.

13. The Sponsor will comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.

14. The Sponsor will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

15. The Sponsor shall inform all bidders on subcontracts for construction that federal funds are being used to assist in construction.

16. The Sponsor will comply with the provisions of: Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.

17. The Sponsor will require the Project to be designed to comply with the Architectural and Transportation Barriers Compliance Board's accessibility guidelines for individuals with disabilities as amended and referred to as the American with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Recreation Facilities (36 CFR Part 1191), published in the Federal Register on September 3, 2002. The Sponsor will be responsible for conducting inspections to insure compliance with these specifications by subcontractors.

18. The Sponsor will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

19. The Sponsor will comply with the flood insurance purchase requirements which requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

20. The Sponsor will assist State and federal agencies in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.), by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR part 800.8) by the activity and notifying USFWS of the existence of any such properties, and by (b) complying with all requirements established by USFWS to avoid or mitigate adverse effects upon such properties.

21. The Sponsor agrees that no program/Project income will be generated until both the Sponsor and DWF agree and sign a Memorandum of Understanding that describes the terms for collections and expenditures. Any program/Project income can only be used for maintenance and operation of the federally financed Project and the Sponsor agrees to provide DWF with an annual financial report that reflects collections and expenditures associated with the program/Project.

22. The Sponsor agrees that all notices and/or correspondence shall be delivered to:

DWF

Louisiana Department of Wildlife & Fisheries
Attn: Mark McElroy
Boating Access Program Manager
P.O. Box 98000
Baton Rouge, LA 70898-9000
Email: mmcelroy@wlf.louisiana.gov

unless otherwise noted in writing.

The Sponsor agrees to provide herein the contact information of the person deemed by the Sponsor to manage this project according to the terms of this Agreement.

Sponsor

All matters shall be directed to these individuals for appropriate action or disposition.