

CITY ORDINANCE NO. CO-063-2022

AN ORDINANCE OF THE LAFAYETTE CITY COUNCIL AUTHORIZING THE LAFAYETTE MAYOR-PRESIDENT TO ENTER INTO FOUR (4) COOPERATIVE ENDEAVOR AGREEMENTS WITH THE STATE OF LOUISIANA, DIVISION OF ADMINISTRATION THROUGH THE OFFICE OF COMMUNITY DEVELOPMENT TO RECEIVE WATER SECTOR PROGRAM FUNDING FOR WATER AND SEWERAGE PROJECTS INCLUDED IN THE CAPITAL IMPROVEMENT BUDGET AND AUTHORIZING THE CHIEF FINANCIAL OFFICER, THROUGH THE MAYOR-PRESIDENT TO MAKE ADMINISTRATIVE REVISIONS TO THE BUDGET

BE IT ORDAINED by the Lafayette City Council, that:

WHEREAS, the State of Louisiana established the Water Sector Program (WSP) at La. R.S. 39:100.56 to provide grant funding for repairs, improvements, and consolidation of public water systems and community sewerage systems around the state; and

WHEREAS, Louisiana allocated \$300,000,000.00 to the WSP from the State's allocation of federal funding from the Coronavirus State Fiscal Recovery Fund pursuant to the American Rescue Plan Act; and

WHEREAS, the State is awarding grants of up to \$5,000,000.00 per application for eligible projects from the WSP funds based on competitive consideration of applications from eligible applicants; and

WHEREAS, the Lafayette City-Parish Consolidated Government (LCG), through the Lafayette Utilities System (LUS), was an eligible applicant and submitted five (5) applications for up to \$5,000,000.00 per application, with commitments to provide matching funds of 25% to 76%; and

WHEREAS, LCG has been selected as a recipient of WSP funds by the State of Louisiana, Division of Administration (DOA) for four (4) grants: Ambassador Caffery Wastewater Treatment Plant Basin (ACTP Project), Northeast Wastewater Treatment Plant Basin (NETP Project), East Wastewater Treatment Plant Basin (ESTP Project), and Water System Project (collectively, the Projects); and

WHEREAS, in order to receive funding for the Projects, LCG must fulfill the grant agreement conditions of the WSP, which include entering into four (4) Cooperative Endeavor Agreements with DOA, one (1) for each Project; and

WHEREAS, WSP funds will be dispersed by DOA in accordance with monthly pay applications submitted by LCG and upon LCG's satisfactory completion of all requirements set forth within the Cooperative Endeavor Agreements; and

WHEREAS, adjustments will be made to the budget on an ongoing basis to appropriate the WSP funds dispersed by the DOA.

NOW, THEREFORE, BE IT FURTHER ORDAINED by the Lafayette City Council,
that:

SECTION 1: All of the aforescribed "Whereas" clauses are adopted as part of this ordinance.

SECTION 2: The Lafayette Mayor-President, or his designee, is hereby authorized to execute the Cooperative Endeavor Agreements for the grants for Agency Interest No. 19464, Agency Interest No. 19462, Agency Interest No. 4856, and PWS ID LA 1855017, in the same or substantially similar format as the drafts attached hereto.

SECTION 3: The Lafayette Mayor-President, or his designee, is hereby further authorized to conduct all negotiations and to make, execute, and submit all documents and to perform all actions that may be appropriate to fulfill the grant agreement conditions, including providing the corresponding local match, and for the completion of the aforementioned projects.

SECTION 4: The Chief Financial Officer, through the Lafayette Mayor-President, is authorized to prepare administrative budget revisions to comply with the dictates of this ordinance. Upon completion, the Chief Financial Officer, through the Lafayette Mayor-President, shall prepare a written report to the Lafayette City Council detailing the amount and nature of any adjustments required to implement the necessary budget amendments.

SECTION 5: All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

SECTION 6: This ordinance shall become effective upon signature of the Lafayette Mayor-President, the elapse of ten (10) days after receipt by the Lafayette Mayor-President without signature or veto, or upon an override of a veto, whichever occurs first.

* * * * *

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

Cooperative Endeavor Agreement

This Cooperative Endeavor Agreement, is made and entered into on the dates indicated below by and among:

State of Louisiana, Division of Administration (DOA), acting by and through
Commissioner Jay Dardenne; and

Lafayette City-Parish Consolidated Government, acting by and through Joshua
S. Guillory, its Mayor-President, (hereinafter referred to as Mayor-President)

Who Declare the Following:

WHEREAS, La. Const. Art VII, §14(C) provides that, "[f]or 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";

WHEREAS, the United States Congress has enacted Public Law No. 117-2, known as the American Rescue Plan Act of 2021 (ARPA), which, among other things, establishes the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which provides funding for states and localities to address the economic and health consequences of the COVID-19 pandemic;

WHEREAS, while some funds were disbursed directly to local governments, ARPA also established that the United States Treasury will direct funds to the States, who are tasked with allocating and making funds available for, among other purposes, sewer and water infrastructure projects;

WHEREAS, the United States Treasury has promulgated a final rule detailing the requirements and standards for using Coronavirus State and Local Fiscal Recovery Funds at 31 CFR Part 35.

WHEREAS, by Act 410 of the 2021 Regular Legislative Session, the Louisiana Legislature allocated a portion of Louisiana's ARPA funds for the purpose of providing grants for repairs, improvements, and consolidation of community water and sewer systems, and repairs and improvements necessitated by storm water. Act 410 set forth that DOA would provide administrative support to the Water Sector Commission in making funding determinations;

WHEREAS, in accordance with Act 410 of the 2021 Regular Legislative Session, the Water Sector Commission has recommended project funding for Lafayette City-Parish Consolidated Government in accordance with its application to the Water Sector Program;

WHEREAS, Lafayette City-Parish Consolidated Government and DOA wish to enter into this Cooperative Endeavor Agreement in an effort to establish a contractual relationship for the purpose of funding Lafayette City-Parish Consolidated Government's Water Sector Program project, so that the State may disburse funds in accordance with federal and state guidelines, as well as Act 410 of the Regular Legislative Session;

NOW THEREFORE, in consideration of the mutual covenants herein contained, DOA and Lafayette City-Parish Consolidated Government hereby agree as follows:

OBLIGATIONS OF THE STATE

The Louisiana Division of Administration, through the Office of Community Development (DOA-OCD), shall transfer to Lafayette City-Parish Consolidated Government the price and sum of \$4,669,867.00 Dollars for the purpose of funding the water, sewer, and/or storm water infrastructure project selected by the Water Sector Commission and approved by the Joint Legislative Committee on Budget.

Funds will be disbursed by DOA-OCD in accordance with monthly pay applications, which must be submitted by Lafayette City-Parish Consolidated Government. Funds will only be disbursed by DOA-OCD upon Lafayette City-Parish Consolidated Government's satisfactory completion of all documentation requirements, which are set forth below.

OBLIGATIONS OF LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT

Lafayette City-Parish Consolidated Government will conduct the following activities:

1. Construct or cause to be constructed the water, sewer, and/or storm water infrastructure improvements approved by the Joint Legislative Committee on Budget, as reflected in the application documents.
2. Work cooperatively with DOA-OCD to prepare any necessary reports and publish information mandated by state or federal law; and
3. Produce any documentation or forms requested by DOA-OCD within the time period(s) prescribed by DOA-OCD in writing. The required documentation/forms may include, but are not limited to, the following:
 - a. Supplemental information page
 - b. Approved Financial Management Questionnaire
 - c. Approved Authorized Signature Card
 - d. Performance schedule, including benchmarks and expenditures
 - e. Final plans and specifications submitted to the Louisiana Department of Health for review
 - f. Completed rate study in conjunction with the firm assigned by DOA;
 - g. Summary of actions taken, if required by the rate study referenced in paragraph F above;
 - h. An acquisition timeline for any acquisition of real property. All acquisitions must comply with the Uniform Relocation Assistance and Real Property Acquisition Act (URA);

- i. UEI number actively registered in sam.gov;
 - j. Contractor clearance for all procurements;
 - k. Documentation verifying that matching funds are available to spend.
 - l. If the approved project involves consolidation with another water system or systems, the executed agreement between the systems that memorializes consolidation.
4. To the extent practicable, in an effort to increase efficiency, Lafayette City-Parish Consolidated Government will attempt to:
- a. Utilize standard engineering practices with readily available materials and equipment; and
 - b. Efficiently procure supplies, services, and materials related to the project through the use of existing public contracts or cooperative purchasing strategies.

EFFECTIVE DATE, MODIFICATIONS AND TERM

Cooperation under this Agreement will take effect from the date last signed and will continue in effect until the agreement is amended by mutual agreement, terminated by either party, or extinguishes by operation of law after the completion of the water, sewer, and/or storm water infrastructure project.

Modifications to the scope of this CEA shall be made by mutual consent of all the parties, by issuance of a written modification, signed and dated by all parties, prior to any changes being implemented.

SEVERABILITY

This agreement sets forth the full terms of the agreement between the parties. In addition, the parties intend and believe that each provision in this CEA comports with all applicable local, state and federal laws and judicial decisions. If any section of this agreement is found to be invalid for any reason, such section shall be severed from the agreement and the remainder of the terms and conditions of this agreement shall be binding on DOA and Lafayette City-Parish Consolidated Government.

PERSONNEL

For the purposes of notifications required under the provisions of this Agreement or by the effect of law, the parties shall use the following addresses, respectively, until notified in writing of changes as follows:

Traci Watts
Office of Community Development
P. O. Box 94095
Baton Rouge, LA 70804

Joshua S. Guillory
Lafayette City-Parish Consolidated
Government
P. O. Box 4017-C
Lafayette, LA 70502

TAXES

Lafayette City-Parish Consolidated Government hereby agrees that the responsibility for payment of any taxes from the funds thus received under this agreement shall be Lafayette City-Parish

Consolidated Government's obligation and identified under Federal tax identification number 72-1335255.

TERMINATION FOR CAUSE

Either party may terminate this agreement for cause based upon the failure of the other party to comply with the terms and/or conditions of the agreement; provided that the party claiming such failure to comply shall give the non-complying party written notice specifying such failure. If within thirty (30) days after receipt of such notice, the non-complying party 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 the party claiming noncompliance may, at its option, place the non-complying party in default and the agreement shall terminate on the date specified in such notice.

If, for any reason, Lafayette City-Parish Consolidated Government fails to fulfill its obligation to provide documentation within the time periods prescribed by DOA-OCD, DOA shall thereupon have the right to terminate this Agreement by giving written notice to Lafayette City-Parish Consolidated Government of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination.

If DOA terminates this Agreement for cause as set forth herein, Lafayette City-Parish Consolidated Government shall ipso facto be liable for the return of all funds transferred by DOA-OCD.

TERMINATION FOR CONVENIENCE

The State may terminate the agreement at any time by giving ninety (90) days written notice to Lafayette City-Parish Consolidated Government.

REMEDIES

Any claim or controversy arising out of this agreement shall be resolved by the provisions of La. R.S. 39:1672-1674.

ACCESS TO RECORDS

Lafayette City-Parish Consolidated Government shall furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and will permit reasonable access to its books, records and accounts by the Division of Administration-Office of Community Development, or its agent, or other authorized officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

ASSIGNMENT

Lafayette City-Parish Consolidated Government shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to Lafayette City-Parish Consolidated Government from the State 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 State.

AUDITING CLAUSE

It is hereby agreed that the, U.S. Government Accountability Office, the United States Treasury, Legislative Auditor of the State of Louisiana, and/or the Office of Community Development, Division of Administration auditors or auditors contracted by them shall have the option of auditing all records and accounts of Lafayette City-Parish Consolidated Government that relate to this agreement at any time during normal business hours, as often as deemed reasonably necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Lafayette City-Parish Consolidated Government shall comply with all relevant provisions of state law pertaining to audit requirements, including La. R.S. 24:513 et seq. Any deficiencies noted in audit reports must be fully cleared by Lafayette City-Parish Consolidated Government within 30 days after receipt by Lafayette City-Parish Consolidated Government. Failure of Lafayette City-Parish Consolidated Government to comply with the above audit requirements in material respects will constitute a violation of this contract and may result in the termination of this agreement. Lafayette City-Parish Consolidated Government hereby agrees to have an annual agency audit conducted in accordance with current Lafayette City-Parish Consolidated Government policy concerning Lafayette City-Parish Consolidated Government audits and 2 CFR Part 200, Subpart F Audits.

AMENDMENTS IN WRITING

Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties.

SECTION HEADING AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

FISCAL FUNDING CLAUSE

The continuation of this agreement is contingent upon the appropriation and availability of funds to fulfill the requirements of the agreement. If insufficient monies are appropriated to provide for the continuation of the agreement, or if such funding is reduced by government action 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. Lafayette City-Parish Consolidated Government acknowledges that the funding for this Agreement is subject to congressional, legislative or executive changes such as mid-year budget reductions, which could result in a mid-year reduction of funds available pursuant to this agreement.

COMPLIANCE WITH FEDERAL AND STATE LAW

Lafayette City-Parish Consolidated Government Grantee agrees to comply with 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards," as well as the Coronavirus State and Local Fiscal Recovery Funds Final Rule promulgated by the United States Treasury at 31 CFR Part 35.

Lafayette City-Parish Consolidated Government agrees to comply with all civil rights laws in the performance of its obligations under this Agreement. In accordance with the foregoing, Lafayette City-Parish Consolidated Government has reviewed and executed the Assurances of Compliance

with Civil Rights Requirements, attached hereto as Exhibit A. Any act of unlawful discrimination committed by Lafayette City-Parish Consolidated Government or its contractors, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

Lafayette City-Parish Consolidated Government agrees to comply with all labor laws in the performance of its obligations under this Agreement. Specifically, Lafayette City-Parish Consolidated Government will comply with the U.S. Treasury Guidance and Compliance Document, Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Failure to comply with said labor laws by Lafayette City-Parish Consolidated Government or its contractors shall be grounds for termination of this Agreement or other enforcement action.

No member, officer, or employee of Lafayette City-Parish Consolidated Government, or agents, consultant, member of the governing body of Lafayette City-Parish Consolidated Government or the locality in which the Project is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, or in any activity or benefit, which is part of this Agreement.

THUS DONE AND SIGNED by the Division of Administration in Baton Rouge, Louisiana, on the day, month and year affixed below.

For the Division of Administration:

Jay Dardenne
Commissioner of Administration

Date: _____

For Lafayette City-Parish Consolidated Government:

Joshua S. Guillory
Mayor-President

Date: _____

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

Cooperative Endeavor Agreement

This Cooperative Endeavor Agreement, is made and entered into on the dates indicated below by and among:

State of Louisiana, Division of Administration (DOA), acting by and through
Commissioner Jay Dardenne; and

Lafayette City-Parish Consolidated Government, acting by and through Joshua
S. Guillory, its Mayor-President, (hereinafter referred to as Mayor-President)

Who Declare the Following:

WHEREAS, La. Const. Art VII, §14(C) provides that, "[f]or 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";

WHEREAS, the United States Congress has enacted Public Law No. 117-2, known as the American Rescue Plan Act of 2021 (ARPA), which, among other things, establishes the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which provides funding for states and localities to address the economic and health consequences of the COVID-19 pandemic;

WHEREAS, while some funds were disbursed directly to local governments, ARPA also established that the United States Treasury will direct funds to the States, who are tasked with allocating and making funds available for, among other purposes, sewer and water infrastructure projects;

WHEREAS, the United States Treasury has promulgated a final rule detailing the requirements and standards for using Coronavirus State and Local Fiscal Recovery Funds at 31 CFR Part 35.

WHEREAS, by Act 410 of the 2021 Regular Legislative Session, the Louisiana Legislature allocated a portion of Louisiana's ARPA funds for the purpose of providing grants for repairs, improvements, and consolidation of community water and sewer systems, and repairs and improvements necessitated by storm water. Act 410 set forth that DOA would provide administrative support to the Water Sector Commission in making funding determinations;

WHEREAS, in accordance with Act 410 of the 2021 Regular Legislative Session, the Water Sector Commission has recommended project funding for Lafayette City-Parish Consolidated Government in accordance with its application to the Water Sector Program;

WHEREAS, Lafayette City-Parish Consolidated Government and DOA wish to enter into this Cooperative Endeavor Agreement in an effort to establish a contractual relationship for the purpose of funding Lafayette City-Parish Consolidated Government's Water Sector Program project, so that the State may disburse funds in accordance with federal and state guidelines, as well as Act 410 of the Regular Legislative Session;

NOW THEREFORE, in consideration of the mutual covenants herein contained, DOA and Lafayette City-Parish Consolidated Government hereby agree as follows:

OBLIGATIONS OF THE STATE

The Louisiana Division of Administration, through the Office of Community Development (DOA-OCD), shall transfer to Lafayette City-Parish Consolidated Government the price and sum of \$1,677,424.00 Dollars for the purpose of funding the water, sewer, and/or storm water infrastructure project selected by the Water Sector Commission and approved by the Joint Legislative Committee on Budget.

Funds will be disbursed by DOA-OCD in accordance with monthly pay applications, which must be submitted by Lafayette City-Parish Consolidated Government. Funds will only be disbursed by DOA-OCD upon Lafayette City-Parish Consolidated Government's satisfactory completion of all documentation requirements, which are set forth below.

OBLIGATIONS OF LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT

Lafayette City-Parish Consolidated Government will conduct the following activities:

1. Construct or cause to be constructed the water, sewer, and/or storm water infrastructure improvements approved by the Joint Legislative Committee on Budget, as reflected in the application documents.
2. Work cooperatively with DOA-OCD to prepare any necessary reports and publish information mandated by state or federal law; and
3. Produce any documentation or forms requested by DOA-OCD within the time period(s) prescribed by DOA-OCD in writing. The required documentation/forms may include, but are not limited to, the following:
 - a. Supplemental information page
 - b. Approved Financial Management Questionnaire
 - c. Approved Authorized Signature Card
 - d. Performance schedule, including benchmarks and expenditures
 - e. Final plans and specifications submitted to the Louisiana Department of Health for review
 - f. Completed rate study in conjunction with the firm assigned by DOA;
 - g. Summary of actions taken, if required by the rate study referenced in paragraph F above;
 - g. An acquisition timeline for any acquisition of real property. All acquisitions must comply with the Uniform Relocation Assistance and Real Property Acquisition Act (URA);

- h. UEI number actively registered in sam.gov;
 - i. Contractor clearance for all procurements;
 - j. Documentation verifying that matching funds are available to spend.
 - k. If the approved project involves consolidation with another water system or systems, the executed agreement between the systems that memorializes consolidation.
4. To the extent practicable, in an effort to increase efficiency, Lafayette City-Parish Consolidated Government will attempt to:
- a. Utilize standard engineering practices with readily available materials and equipment; and
 - b. Efficiently procure supplies, services, and materials related to the project through the use of existing public contracts or cooperative purchasing strategies.

EFFECTIVE DATE, MODIFICATIONS AND TERM

Cooperation under this Agreement will take effect from the date last signed and will continue in effect until the agreement is amended by mutual agreement, terminated by either party, or extinguishes by operation of law after the completion of the water, sewer, and/or storm water infrastructure project.

Modifications to the scope of this CEA shall be made by mutual consent of all the parties, by issuance of a written modification, signed and dated by all parties, prior to any changes being implemented.

SEVERABILITY

This agreement sets forth the full terms of the agreement between the parties. In addition, the parties intend and believe that each provision in this CEA comports with all applicable local, state and federal laws and judicial decisions. If any section of this agreement is found to be invalid for any reason, such section shall be severed from the agreement and the remainder of the terms and conditions of this agreement shall be binding on DOA and Lafayette City-Parish Consolidated Government.

PERSONNEL

For the purposes of notifications required under the provisions of this Agreement or by the effect of law, the parties shall use the following addresses, respectively, until notified in writing of changes as follows:

Traci Watts
Office of Community Development
P. O. Box 94095
Baton Rouge, LA 70804

Joshua S. Guillory
Lafayette City-Parish Consolidated
Government
P. O. Box 4017-C
Lafayette, LA 70502

TAXES

Lafayette City-Parish Consolidated Government hereby agrees that the responsibility for payment of any taxes from the funds thus received under this agreement shall be Lafayette City-Parish

Consolidated Government's obligation and identified under Federal tax identification number 72-1335255.

TERMINATION FOR CAUSE

Either party may terminate this agreement for cause based upon the failure of the other party to comply with the terms and/or conditions of the agreement; provided that the party claiming such failure to comply shall give the non-complying party written notice specifying such failure. If within thirty (30) days after receipt of such notice, the non-complying party 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 the party claiming noncompliance may, at its option, place the non-complying party in default and the agreement shall terminate on the date specified in such notice.

If, for any reason, Lafayette City-Parish Consolidated Government fails to fulfill its obligation to provide documentation within the time periods prescribed by DOA-OCD, DOA shall thereupon have the right to terminate this Agreement by giving written notice to Lafayette City-Parish Consolidated Government of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination.

If DOA terminates this Agreement for cause as set forth herein, Lafayette City-Parish Consolidated Government shall ipso facto be liable for the return of all funds transferred by DOA-OCD.

TERMINATION FOR CONVENIENCE

The State may terminate the agreement at any time by giving ninety (90) days written notice to Lafayette City-Parish Consolidated Government.

REMEDIES

Any claim or controversy arising out of this agreement shall be resolved by the provisions of La. R.S. 39:1672-1674.

ACCESS TO RECORDS

Lafayette City-Parish Consolidated Government shall furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and will permit reasonable access to its books, records and accounts by the Division of Administration-Office of Community Development, or its agent, or other authorized officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

ASSIGNMENT

Lafayette City-Parish Consolidated Government shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to Lafayette City-Parish Consolidated Government from the State 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 State.

AUDITING CLAUSE

It is hereby agreed that the, U.S. Government Accountability Office, the United States Treasury, Legislative Auditor of the State of Louisiana, and/or the Office of Community Development, Division of Administration auditors or auditors contracted by them shall have the option of auditing all records and accounts of Lafayette City-Parish Consolidated Government that relate to this agreement at any time during normal business hours, as often as deemed reasonably necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Lafayette City-Parish Consolidated Government shall comply with all relevant provisions of state law pertaining to audit requirements, including La. R.S. 24:513 et seq. Any deficiencies noted in audit reports must be fully cleared by Lafayette City-Parish Consolidated Government within 30 days after receipt by Lafayette City-Parish Consolidated Government. Failure of Lafayette City-Parish Consolidated Government to comply with the above audit requirements in material respects will constitute a violation of this contract and may result in the termination of this agreement. Lafayette City-Parish Consolidated Government hereby agrees to have an annual agency audit conducted in accordance with current Lafayette City-Parish Consolidated Government policy concerning Lafayette City-Parish Consolidated Government audits and 2 CFR Part 200, Subpart F Audits.

AMENDMENTS IN WRITING

Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties.

SECTION HEADING AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

FISCAL FUNDING CLAUSE

The continuation of this agreement is contingent upon the appropriation and availability of funds to fulfill the requirements of the agreement. If insufficient monies are appropriated to provide for the continuation of the agreement, or if such funding is reduced by government action 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. Lafayette City-Parish Consolidated Government acknowledges that the funding for this Agreement is subject to congressional, legislative or executive changes such as mid-year budget reductions, which could result in a mid-year reduction of funds available pursuant to this agreement.

COMPLIANCE WITH FEDERAL AND STATE LAW

Lafayette City-Parish Consolidated Government Grantee agrees to comply with 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards," as well as the Coronavirus State and Local Fiscal Recovery Funds Final Rule promulgated by the United States Treasury at 31 CFR Part 35.

Lafayette City-Parish Consolidated Government agrees to comply with all civil rights laws in the performance of its obligations under this Agreement. In accordance with the foregoing, Lafayette City-Parish Consolidated Government has reviewed and executed the Assurances of Compliance

with Civil Rights Requirements, attached hereto as Exhibit A. Any act of unlawful discrimination committed by Lafayette City-Parish Consolidated Government or its contractors, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

Lafayette City-Parish Consolidated Government agrees to comply with all labor laws in the performance of its obligations under this Agreement. Specifically, Lafayette City-Parish Consolidated Government will comply with the U.S. Treasury Guidance and Compliance Document, Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Failure to comply with said labor laws by Lafayette City-Parish Consolidated Government or its contractors shall be grounds for termination of this Agreement or other enforcement action.

No member, officer, or employee of Lafayette City-Parish Consolidated Government, or agents, consultant, member of the governing body of Lafayette City-Parish Consolidated Government or the locality in which the Project is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, or in any activity or benefit, which is part of this Agreement.

THUS DONE AND SIGNED by the Division of Administration in Baton Rouge, Louisiana, on the day, month and year affixed below.

For the Division of Administration:

Jay Dardenne
Commissioner of Administration

Date: _____

For Lafayette City-Parish Consolidated Government:

Joshua S. Guillory
Mayor-President

Date: _____

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

Cooperative Endeavor Agreement

This Cooperative Endeavor Agreement, is made and entered into on the dates indicated below by and among:

State of Louisiana, Division of Administration (DOA), acting by and through Commissioner Jay Dardenne; and

Lafayette City-Parish Consolidated Government, acting by and through Joshua S. Guillory, its Mayor-President, (hereinafter referred to as Mayor-President)

Who Declare the Following:

WHEREAS, La. Const. Art VII, §14(C) provides that, "[f]or 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";

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WHEREAS, while some funds were disbursed directly to local governments, ARPA also established that the United States Treasury will direct funds to the States, who are tasked with allocating and making funds available for, among other purposes, sewer and water infrastructure projects;

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NOW THEREFORE, in consideration of the mutual covenants herein contained, DOA and Lafayette City-Parish Consolidated Government hereby agree as follows:

OBLIGATIONS OF THE STATE

The Louisiana Division of Administration, through the Office of Community Development (DOA-OCD), shall transfer to Lafayette City-Parish Consolidated Government the price and sum of \$1,314,800.00 Dollars for the purpose of funding the water, sewer, and/or storm water infrastructure project selected by the Water Sector Commission and approved by the Joint Legislative Committee on Budget.

Funds will be disbursed by DOA-OCD in accordance with monthly pay applications, which must be submitted by Lafayette City-Parish Consolidated Government. Funds will only be disbursed by DOA-OCD upon Lafayette City-Parish Consolidated Government's satisfactory completion of all documentation requirements, which are set forth below.

OBLIGATIONS OF LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT

Lafayette City-Parish Consolidated Government will conduct the following activities:

1. Construct or cause to be constructed the water, sewer, and/or storm water infrastructure improvements approved by the Joint Legislative Committee on Budget, as reflected in the application documents.
2. Work cooperatively with DOA-OCD to prepare any necessary reports and publish information mandated by state or federal law; and
3. Produce any documentation or forms requested by DOA-OCD within the time period(s) prescribed by DOA-OCD in writing. The required documentation/forms may include, but are not limited to, the following:
 - a. Supplemental information page
 - b. Approved Financial Management Questionnaire
 - c. Approved Authorized Signature Card
 - d. Performance schedule, including benchmarks and expenditures
 - e. Final plans and specifications submitted to the Louisiana Department of Health for review
 - f. Completed rate study in conjunction with the firm assigned by DOA;
 - g. Summary of actions taken, if required by the rate study referenced in paragraph F above;
 - g. An acquisition timeline for any acquisition of real property. All acquisitions must comply with the Uniform Relocation Assistance and Real Property Acquisition Act (URA);

- h. UEI number actively registered in sam.gov;
 - i. Contractor clearance for all procurements;
 - j. Documentation verifying that matching funds are available to spend.
 - k. If the approved project involves consolidation with another water system or systems, the executed agreement between the systems that memorializes consolidation.
4. To the extent practicable, in an effort to increase efficiency, Lafayette City-Parish Consolidated Government will attempt to:
- a. Utilize standard engineering practices with readily available materials and equipment; and
 - b. Efficiently procure supplies, services, and materials related to the project through the use of existing public contracts or cooperative purchasing strategies.

EFFECTIVE DATE, MODIFICATIONS AND TERM

Cooperation under this Agreement will take effect from the date last signed and will continue in effect until the agreement is amended by mutual agreement, terminated by either party, or extinguishes by operation of law after the completion of the water, sewer, and/or storm water infrastructure project.

Modifications to the scope of this CEA shall be made by mutual consent of all the parties, by issuance of a written modification, signed and dated by all parties, prior to any changes being implemented.

SEVERABILITY

This agreement sets forth the full terms of the agreement between the parties. In addition, the parties intend and believe that each provision in this CEA comports with all applicable local, state and federal laws and judicial decisions. If any section of this agreement is found to be invalid for any reason, such section shall be severed from the agreement and the remainder of the terms and conditions of this agreement shall be binding on DOA and Lafayette City-Parish Consolidated Government.

PERSONNEL

For the purposes of notifications required under the provisions of this Agreement or by the effect of law, the parties shall use the following addresses, respectively, until notified in writing of changes as follows:

Traci Watts
Office of Community Development
P. O. Box 94095
Baton Rouge, LA 70804

Joshua S. Guillory
Lafayette City-Parish Consolidated
Government
P. O. Box 4017-C
Lafayette, LA 70502

TAXES

Lafayette City-Parish Consolidated Government hereby agrees that the responsibility for payment of any taxes from the funds thus received under this agreement shall be Lafayette City-Parish

Consolidated Government's obligation and identified under Federal tax identification number 72-1335255.

TERMINATION FOR CAUSE

Either party may terminate this agreement for cause based upon the failure of the other party to comply with the terms and/or conditions of the agreement; provided that the party claiming such failure to comply shall give the non-complying party written notice specifying such failure. If within thirty (30) days after receipt of such notice, the non-complying party 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 the party claiming noncompliance may, at its option, place the non-complying party in default and the agreement shall terminate on the date specified in such notice.

If, for any reason, Lafayette City-Parish Consolidated Government fails to fulfill its obligation to provide documentation within the time periods prescribed by DOA-OCD, DOA shall thereupon have the right to terminate this Agreement by giving written notice to Lafayette City-Parish Consolidated Government of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination.

If DOA terminates this Agreement for cause as set forth herein, Lafayette City-Parish Consolidated Government shall ipso facto be liable for the return of all funds transferred by DOA-OCD.

TERMINATION FOR CONVENIENCE

The State may terminate the agreement at any time by giving ninety (90) days written notice to Lafayette City-Parish Consolidated Government.

REMEDIES

Any claim or controversy arising out of this agreement shall be resolved by the provisions of La. R.S. 39:1672-1674.

ACCESS TO RECORDS

Lafayette City-Parish Consolidated Government shall furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and will permit reasonable access to its books, records and accounts by the Division of Administration-Office of Community Development, or its agent, or other authorized officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

ASSIGNMENT

Lafayette City-Parish Consolidated Government shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to Lafayette City-Parish Consolidated Government from the State 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 State.

AUDITING CLAUSE

It is hereby agreed that the, U.S. Government Accountability Office, the United States Treasury, Legislative Auditor of the State of Louisiana, and/or the Office of Community Development, Division of Administration auditors or auditors contracted by them shall have the option of auditing all records and accounts of Lafayette City-Parish Consolidated Government that relate to this agreement at any time during normal business hours, as often as deemed reasonably necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Lafayette City-Parish Consolidated Government shall comply with all relevant provisions of state law pertaining to audit requirements, including La. R.S. 24:513 et seq. Any deficiencies noted in audit reports must be fully cleared by Lafayette City-Parish Consolidated Government within 30 days after receipt by Lafayette City-Parish Consolidated Government. Failure of Lafayette City-Parish Consolidated Government to comply with the above audit requirements in material respects will constitute a violation of this contract and may result in the termination of this agreement. Lafayette City-Parish Consolidated Government hereby agrees to have an annual agency audit conducted in accordance with current Lafayette City-Parish Consolidated Government policy concerning Lafayette City-Parish Consolidated Government audits and 2 CFR Part 200, Subpart F Audits.

AMENDMENTS IN WRITING

Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties.

SECTION HEADING AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

FISCAL FUNDING CLAUSE

The continuation of this agreement is contingent upon the appropriation and availability of funds to fulfill the requirements of the agreement. If insufficient monies are appropriated to provide for the continuation of the agreement, or if such funding is reduced by government action 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. Lafayette City-Parish Consolidated Government acknowledges that the funding for this Agreement is subject to congressional, legislative or executive changes such as mid-year budget reductions, which could result in a mid-year reduction of funds available pursuant to this agreement.

COMPLIANCE WITH FEDERAL AND STATE LAW

Lafayette City-Parish Consolidated Government Grantee agrees to comply with 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards," as well as the Coronavirus State and Local Fiscal Recovery Funds Final Rule promulgated by the United States Treasury at 31 CFR Part 35.

Lafayette City-Parish Consolidated Government agrees to comply with all civil rights laws in the performance of its obligations under this Agreement. In accordance with the foregoing, Lafayette City-Parish Consolidated Government has reviewed and executed the Assurances of Compliance

with Civil Rights Requirements, attached hereto as Exhibit A. Any act of unlawful discrimination committed by Lafayette City-Parish Consolidated Government or its contractors, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

Lafayette City-Parish Consolidated Government agrees to comply with all labor laws in the performance of its obligations under this Agreement. Specifically, Lafayette City-Parish Consolidated Government will comply with the U.S. Treasury Guidance and Compliance Document, Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Failure to comply with said labor laws by Lafayette City-Parish Consolidated Government or its contractors shall be grounds for termination of this Agreement or other enforcement action.

No member, officer, or employee of Lafayette City-Parish Consolidated Government, or agents, consultant, member of the governing body of Lafayette City-Parish Consolidated Government or the locality in which the Project is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, or in any activity or benefit, which is part of this Agreement.

THUS DONE AND SIGNED by the Division of Administration in Baton Rouge, Louisiana, on the day, month and year affixed below.

For the Division of Administration:

Jay Dardenne
Commissioner of Administration

Date: _____

For Lafayette City-Parish Consolidated Government:

Joshua S. Guillory
Mayor-President

Date: _____

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

Cooperative Endeavor Agreement

This Cooperative Endeavor Agreement, is made and entered into on the dates indicated below by and among:

State of Louisiana, Division of Administration (DOA), acting by and through Commissioner Jay Dardenne; and

Lafayette City-Parish Consolidated Government, acting by and through Joshua S. Guillory, its Mayor-President, (hereinafter referred to as Mayor-President)

Who Declare the Following:

WHEREAS, La. Const. Art VII, §14(C) provides that, "[f]or 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";

WHEREAS, the United States Congress has enacted Public Law No. 117-2, known as the American Rescue Plan Act of 2021 (ARPA), which, among other things, establishes the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which provides funding for states and localities to address the economic and health consequences of the COVID-19 pandemic;

WHEREAS, while some funds were disbursed directly to local governments, ARPA also established that the United States Treasury will direct funds to the States, who are tasked with allocating and making funds available for, among other purposes, sewer and water infrastructure projects;

WHEREAS, the United States Treasury has promulgated a final rule detailing the requirements and standards for using Coronavirus State and Local Fiscal Recovery Funds at 31 CFR Part 35.

WHEREAS, by Act 410 of the 2021 Regular Legislative Session, the Louisiana Legislature allocated a portion of Louisiana's ARPA funds for the purpose of providing grants for repairs, improvements, and consolidation of community water and sewer systems, and repairs and improvements necessitated by storm water. Act 410 set forth that DOA would provide administrative support to the Water Sector Commission in making funding determinations;

WHEREAS, in accordance with Act 410 of the 2021 Regular Legislative Session, the Water Sector Commission has recommended project funding for Lafayette City-Parish Consolidated Government in accordance with its application to the Water Sector Program;

WHEREAS, Lafayette City-Parish Consolidated Government and DOA wish to enter into this Cooperative Endeavor Agreement in an effort to establish a contractual relationship for the purpose of funding Lafayette City-Parish Consolidated Government's Water Sector Program project, so that the State may disburse funds in accordance with federal and state guidelines, as well as Act 410 of the Regular Legislative Session;

NOW THEREFORE, in consideration of the mutual covenants herein contained, DOA and Lafayette City-Parish Consolidated Government hereby agree as follows:

OBLIGATIONS OF THE STATE

The Louisiana Division of Administration, through the Office of Community Development (DOA-OCD), shall transfer to Lafayette City-Parish Consolidated Government the price and sum of \$1,841,063.00 Dollars for the purpose of funding the water, sewer, and/or storm water infrastructure project selected by the Water Sector Commission and approved by the Joint Legislative Committee on Budget.

Funds will be disbursed by DOA-OCD in accordance with monthly pay applications, which must be submitted by Lafayette City-Parish Consolidated Government. Funds will only be disbursed by DOA-OCD upon Lafayette City-Parish Consolidated Government's satisfactory completion of all documentation requirements, which are set forth below.

OBLIGATIONS OF LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT

Lafayette City-Parish Consolidated Government will conduct the following activities:

1. Construct or cause to be constructed the water, sewer, and/or storm water infrastructure improvements approved by the Joint Legislative Committee on Budget, as reflected in the application documents.
2. Work cooperatively with DOA-OCD to prepare any necessary reports and publish information mandated by state or federal law; and
3. Produce any documentation or forms requested by DOA-OCD within the time period(s) prescribed by DOA-OCD in writing. The required documentation/forms may include, but are not limited to, the following:
 - a. Supplemental information page
 - b. Approved Financial Management Questionnaire
 - c. Approved Authorized Signature Card
 - d. Performance schedule, including benchmarks and expenditures
 - e. Final plans and specifications submitted to the Louisiana Department of Health for review
 - f. Completed rate study in conjunction with the firm assigned by DOA;
 - g. Summary of actions taken, if required by the rate study referenced in paragraph F above;
 - g. An acquisition timeline for any acquisition of real property. All acquisitions must comply with the Uniform Relocation Assistance and Real Property Acquisition Act (URA);

- h. UEI number actively registered in sam.gov;
 - i. Contractor clearance for all procurements;
 - j. Documentation verifying that matching funds are available to spend.
 - k. If the approved project involves consolidation with another water system or systems, the executed agreement between the systems that memorializes consolidation.
4. To the extent practicable, in an effort to increase efficiency, Lafayette City-Parish Consolidated Government will attempt to:
- a. Utilize standard engineering practices with readily available materials and equipment; and
 - b. Efficiently procure supplies, services, and materials related to the project through the use of existing public contracts or cooperative purchasing strategies.

EFFECTIVE DATE, MODIFICATIONS AND TERM

Cooperation under this Agreement will take effect from the date last signed and will continue in effect until the agreement is amended by mutual agreement, terminated by either party, or extinguishes by operation of law after the completion of the water, sewer, and/or storm water infrastructure project.

Modifications to the scope of this CEA shall be made by mutual consent of all the parties, by issuance of a written modification, signed and dated by all parties, prior to any changes being implemented.

SEVERABILITY

This agreement sets forth the full terms of the agreement between the parties. In addition, the parties intend and believe that each provision in this CEA comports with all applicable local, state and federal laws and judicial decisions. If any section of this agreement is found to be invalid for any reason, such section shall be severed from the agreement and the remainder of the terms and conditions of this agreement shall be binding on DOA and Lafayette City-Parish Consolidated Government.

PERSONNEL

For the purposes of notifications required under the provisions of this Agreement or by the effect of law, the parties shall use the following addresses, respectively, until notified in writing of changes as follows:

Traci Watts
Office of Community Development
P. O. Box 94095
Baton Rouge, LA 70804

Joshua S. Guillory
Lafayette City-Parish Consolidated
Government
P. O. Box 4017-C
Lafayette, LA 70502

TAXES

Lafayette City-Parish Consolidated Government hereby agrees that the responsibility for payment of any taxes from the funds thus received under this agreement shall be Lafayette City-Parish

Consolidated Government's obligation and identified under Federal tax identification number 72-1335255.

TERMINATION FOR CAUSE

Either party may terminate this agreement for cause based upon the failure of the other party to comply with the terms and/or conditions of the agreement; provided that the party claiming such failure to comply shall give the non-complying party written notice specifying such failure. If within thirty (30) days after receipt of such notice, the non-complying party 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 the party claiming noncompliance may, at its option, place the non-complying party in default and the agreement shall terminate on the date specified in such notice.

If, for any reason, Lafayette City-Parish Consolidated Government fails to fulfill its obligation to provide documentation within the time periods prescribed by DOA-OCD, DOA shall thereupon have the right to terminate this Agreement by giving written notice to Lafayette City-Parish Consolidated Government of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination.

If DOA terminates this Agreement for cause as set forth herein, Lafayette City-Parish Consolidated Government shall ipso facto be liable for the return of all funds transferred by DOA-OCD.

TERMINATION FOR CONVENIENCE

The State may terminate the agreement at any time by giving ninety (90) days written notice to Lafayette City-Parish Consolidated Government.

REMEDIES

Any claim or controversy arising out of this agreement shall be resolved by the provisions of La. R.S. 39:1672-1674.

ACCESS TO RECORDS

Lafayette City-Parish Consolidated Government shall furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and will permit reasonable access to its books, records and accounts by the Division of Administration-Office of Community Development, or its agent, or other authorized officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

ASSIGNMENT

Lafayette City-Parish Consolidated Government shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to Lafayette City-Parish Consolidated Government from the State 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 State.

AUDITING CLAUSE

It is hereby agreed that the, U.S. Government Accountability Office, the United States Treasury, Legislative Auditor of the State of Louisiana, and/or the Office of Community Development, Division of Administration auditors or auditors contracted by them shall have the option of auditing all records and accounts of Lafayette City-Parish Consolidated Government that relate to this agreement at any time during normal business hours, as often as deemed reasonably necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Lafayette City-Parish Consolidated Government shall comply with all relevant provisions of state law pertaining to audit requirements, including La. R.S. 24:513 et seq. Any deficiencies noted in audit reports must be fully cleared by Lafayette City-Parish Consolidated Government within 30 days after receipt by Lafayette City-Parish Consolidated Government. Failure of Lafayette City-Parish Consolidated Government to comply with the above audit requirements in material respects will constitute a violation of this contract and may result in the termination of this agreement. Lafayette City-Parish Consolidated Government hereby agrees to have an annual agency audit conducted in accordance with current Lafayette City-Parish Consolidated Government policy concerning Lafayette City-Parish Consolidated Government audits and 2 CFR Part 200, Subpart F Audits.

AMENDMENTS IN WRITING

Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties.

SECTION HEADING AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

FISCAL FUNDING CLAUSE

The continuation of this agreement is contingent upon the appropriation and availability of funds to fulfill the requirements of the agreement. If insufficient monies are appropriated to provide for the continuation of the agreement, or if such funding is reduced by government action 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. Lafayette City-Parish Consolidated Government acknowledges that the funding for this Agreement is subject to congressional, legislative or executive changes such as mid-year budget reductions, which could result in a mid-year reduction of funds available pursuant to this agreement.

COMPLIANCE WITH FEDERAL AND STATE LAW

Lafayette City-Parish Consolidated Government Grantee agrees to comply with 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards," as well as the Coronavirus State and Local Fiscal Recovery Funds Final Rule promulgated by the United States Treasury at 31 CFR Part 35.

Lafayette City-Parish Consolidated Government agrees to comply with all civil rights laws in the performance of its obligations under this Agreement. In accordance with the foregoing, Lafayette City-Parish Consolidated Government has reviewed and executed the Assurances of Compliance

with Civil Rights Requirements, attached hereto as Exhibit A. Any act of unlawful discrimination committed by Lafayette City-Parish Consolidated Government or its contractors, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

Lafayette City-Parish Consolidated Government agrees to comply with all labor laws in the performance of its obligations under this Agreement. Specifically, Lafayette City-Parish Consolidated Government will comply with the U.S. Treasury Guidance and Compliance Document, Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Failure to comply with said labor laws by Lafayette City-Parish Consolidated Government or its contractors shall be grounds for termination of this Agreement or other enforcement action.

No member, officer, or employee of Lafayette City-Parish Consolidated Government, or agents, consultant, member of the governing body of Lafayette City-Parish Consolidated Government or the locality in which the Project is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, or in any activity or benefit, which is part of this Agreement.

THUS DONE AND SIGNED by the Division of Administration in Baton Rouge, Louisiana, on the day, month and year affixed below.

For the Division of Administration:

Jay Dardenne
Commissioner of Administration

Date: _____

For Lafayette City-Parish Consolidated Government:

Joshua S. Guillory
Mayor-President

Date: _____

APR 21 2022

Lafayette Consolidated Government
Chief Administrative Officer**Internal Memorandum****Lafayette Utilities System**
Civil Engineering Division (7080)**TO:** Cydra Wingerter**DATE:** April 20, 2022**THRU:** Jeffery Stewart *JS*
*04/21/2022***FROM:** Bryan Guidry**SUBJECT:** City Council Ordinance
Authorization for Water Sector Program Grant Cooperative Endeavor Agreements and
Budget Amendments

Attached for consideration by the Lafayette City Council is a proposed ordinance prepared by Legal (Larry Marino) authorizing the Mayor-President to enter into four Cooperative Endeavor Agreements for receipt of grant funds from the State of Louisiana's Water Sector Program (WSP), established by La. R.S. 39:100.56, with corresponding local match.

The State allocated \$300 million to the WSP from the State's allocation of federal funding from the Coronavirus State Fiscal Recovery Fund pursuant to the American Rescue Plan Act. The WSP provides grant funding for repairs, improvements, and consolidation of public water systems and community sewerage systems around the state. The WSP requires a local match of 25% to 76%.

Pursuant to Ordinance No. CO-141-2021, LCG, through LUS, was an eligible applicant and submitted grant applications for one set of water projects and four sets of sewerage projects that met the criteria to receive WSP grants. Most of these projects were included in the 2020-2021 Five Year Capital Improvement Budget previously adopted by the Lafayette City Council, and the rest were added in the 2021-2022 Five Year Capital Improvement Budget. Grant funds have to be expended by December 31, 2026, approximately the same time frame planned in the Capital Improvement Budgets.

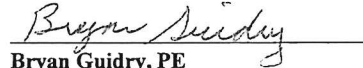
LCG was selected as a recipient for WSP funds for the set of water projects and three of the four sets of sewerage projects for which applications were submitted. Attached to this memorandum are the award letters and project summary tables for each project. In order to receive the funds, LCG must comply with the grant conditions, including entering into Cooperative Endeavor Agreements (CEAs) with the State of Louisiana, Division of Administration through the Office of Community Development (DOA). The proposed ordinance would authorize the Mayor-President to execute the CEAs. The ordinance would further authorize negotiations and submission of documents and actions as appropriate to fulfill the grant agreement conditions, including providing the corresponding local match.

The WSP funds will be dispersed in accordance with monthly pay applications which LCG must submit to the Division of Administration (DOA). These disbursements will be ongoing and contingent upon LCG's

fulfillment of the obligations within the CEAs. This ordinance authorizes the Chief Financial Officer to prepare administrative budget revisions to appropriate the WSP funds, and to prepare written reports to the Lafayette City Council detailing the adjustments.

Please submit this ordinance for introduction at the City Council meeting on May 3, 2022, and for final adoption at the City Council meeting on May 17, 2022.

Thank you,


Bryan Guidry, PE
Chief Civil Engineer

Office of Community Development
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

April 1, 2022

Honorable Josh Guillory
Mayor - President, Lafayette Utilities System
P. O. Box 4017-C
Lafayette, Louisiana 70502

RE: Authorization to Incur Costs and Grant Agreement with Conditions Transmittal
Water Sector Program – Sewer (Agency Interest No. 19464)

Dear Mayor Guillory:

Again, congratulations on being selected as a recipient of Water Sector Program (WSP) funds. Upon receipt of this letter, you have the authorization to incur costs for planning and administration which includes items necessary to clear the grant agreement conditions contained herein. **Reimbursement of such costs will be contingent upon your receipt of an executed grant agreement with the State and the approved use of WSP funds.** No WSP monies can be used to reimburse the grant recipient for any costs incurred prior to the date of this letter. **Pre-agreement costs will not be authorized under this program.** Please note that should the agreement not be issued or the project assistance request be withdrawn for whatever reason, the grant recipient may be responsible for payment of all planning and administration costs incurred, including those mentioned above.

Under no circumstances should the grant recipient advertise for bids or begin construction on an activity at this time. Written authorization will be provided from this office to advertise for bids when funds have been released and the plans and specifications for the project have been reviewed. Funds will not be released until the conditions included in this letter have been submitted and approved/cleared by this office.

Deadlines for each grant condition is identified in the list below. These timelines will be strictly enforced. The State may grant an extension, if necessary. Any extension request must be submitted to the Office of Community Development – Local Government Assistance (OCD-LGA) prior to the deadline for the required condition.

The following list of items are considered to be conditions of release of WSP funds, must be submitted to OCD-LGA (unless otherwise specified), and are identified herein.

1. Grant Agreement – The attached agreement must be signed by the chief executive officer identified in the agreement. The agreement should not be dated. The signed agreement must be received by the OCD-LGA within two (2) months of the date of this letter.
2. Authorized Signature Form - Please complete and submit one Authorized Signature Form to this office. Detailed instructions are on the form. The Authorized Signature Form is located at <https://www.doa.la.gov/doa/oed-lga/american-rescue-plan-aec/water-sector-program-forms>. This form indicates the persons authorized to sign the entity's requests

for payments. This form must reflect original signatures and must not contain any erasures or corrections. Signatures and typed names must match. It is important for the certifying officer to write a date by his or her signature. If the certifying officer is someone other than the person identified as the chief executive officer during the application process, a resolution must be passed as indicated in the instructions and submitted to this office with the form. The completed document must be received by the OCD-LGA within two (2) months of the date of this letter.

3. Electronic Funds Transfer (EFT) Enrollment Form – If the system would like to receive funds through electronic transfer, contact the Office of Statewide Reporting and Accounting Policy (OSRAP) at _DOA-OSRAP-EFT@la.gov or 225-342-1097 for the enrollment form. Do not use an existing form. In most cases, you are required to submit a copy of a voided check with the form to OSRAP. Remember that all checks must be pre-printed and pre-numbered by the financial institution. Please do not send the completed EFT Enrollment form nor a copy of a voided check to the OCD-LGA. The completed document must be received by OSRAP within two (2) months of the date of this letter.
4. Supplemental Information Page – Please complete this form and submit it to this office. The form is located at <https://www.doa.la.gov/doa/ocd-lga/american-rescue-plan-act/water-sector-program-forms/>. Note that the federal government is no longer using the DUNS number for reporting purposes. You must obtain your Unique Entity Identification (UEI) number from www.sam.gov and include it on this form. Grantees must be actively registered in www.sam.gov in order to receive federal funds. The completed document must be received by the OCD-LGA within two (2) months of the date of this letter.
5. The system must complete and send to this office a “Financial Management Questionnaire.” An attachment to the Questionnaire regarding proof of fidelity insurance or bonding must also be provided. The Financial Management Questionnaire is located at <https://www.doa.la.gov/doa/ocd-lga/american-rescue-plan-act/water-sector-program-forms/>. The completed document must be received by the OCD-LGA within two (2) months of the date of this letter.
6. Please send this office a copy of the signed Title VI Assurances form which can be found at <https://www.doa.la.gov/doa/ocd-lga/american-rescue-plan-act/water-sector-program-forms/>. The completed document must be received by the OCD-LGA within two (2) months of the date of this letter.
7. The system must submit a Performance Schedule that identifies the schedule for expenditure of the WSP funds and project benchmarks. The WSP Performance Schedule format and its instructions can be located at <https://www.doa.la.gov/doa/ocd-lga/american-rescue-plan-act/water-sector-program-forms/>. The completed document must be received by the OCD-LGA within two (2) months of the date of this letter.
8. A copy of the plans and specifications plus a final cost estimate for the project must be **submitted** to the Louisiana Department of Health (LDH), for review within **six (6)** months of the date of this letter. The OCD-LGA must also receive a signed certification from the project engineer stating that the plans and specifications have been completed and submitted to LDH for their approval with a copy of the final cost estimate attached by the same deadline.
9. A rate study must be completed on the utility system that is funded by this grant. The OCD-LGA will assign an entity that will work with the grantee to complete the rate study. If the rate study determines that actions should be taken regarding the utility rates, the system must take actions to

implement the changes. A summary of actions taken must be submitted to OCD-LGA. The document must be received by the OCD-LGA within six (6) months of the date of this letter.

10. If the completed Supplemental Information form indicates real property will be acquired, through purchase or donation and regardless of funding source, then the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 must be followed. Also, the system must submit an Acquisition Timeline that includes dates and specific actions that will be taken to complete the acquisition process that is identified in the approved application. The system should submit this document to this office within two (2) months of the date of this letter.
11. Documentation identifying matching funds provided by the system are available to be spent. The document must be received by the OCD-LGA within two (2) months of the date of this letter.
12. If the approved project involves consolidation with another system or systems, the executed agreement between the systems that memorializes consolidation must be submitted to OCD-LGA. The document must be received by the OCD-LGA within two (2) months of the date of this letter.

The system has been allowed WSP funds as follows:

\$ 1,841,063.00	Construction and contingencies
\$ 1,841,063.00	Total


Following this office's review and approval of all documents listed above as well as the LDH's review of the project's plans and specifications, the grantee will receive a letter of authorization to advertise for bids; the grantee is expected to advertise for bids within thirty days of the date of that letter. A copy of the publicized bid advertisement, including the publication date, must be submitted to this office. If there are extenuating circumstances which prevent publication of the advertisement for bids within the thirty-day period, the system must request an extension of time from this office prior to the end of the thirty-day period. The State reserves the right to grant an extension when the reasons for not meeting the timeframe are valid.

The system will be required to have a certified operator on the staff operating the system prior to closing out the grant with the State.

A webinar will be conducted on April 13, 2022 to discuss the requirements contained in this letter. Registration will be required. At least one person from the system must participate in the webinar. The registration information can be found on the OCD-LGA webinar at <https://www.doa.la.gov/doi/ocd-lga/american-rescue-plan-act/>.

Please submit the information requested in this letter as soon as possible. If there are any questions, please contact me at (225) 342-7412.

Sincerely,



Traci Watts
Director, Local Government Assistance
Office of Community Development

c: Susan Richard, Engineer
File: WSP Grantee File

ACTP PROJECT SUMMARY TABLE

[illegible]

The local match will come from retained earnings revenue from water and sewer sales) and bonds.

Office of Community Development
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

April 1, 2022

Honorable Josh Guillory
Mayor - President, Lafayette Utilities System
P. O. Box 4017-C
Lafayette, Louisiana 70502

RE: Authorization to Incur Costs and Grant Agreement with Conditions Transmittal
Water Sector Program – Sewer (Agency Interest No. 4856)

Dear Mayor Guillory:

Again, congratulations on being selected as a recipient of Water Sector Program (WSP) funds. Upon receipt of this letter, you have the authorization to incur costs for planning and administration which includes items necessary to clear the grant agreement conditions contained herein. **Reimbursement of such costs will be contingent upon your receipt of an executed grant agreement with the State and the approved use of WSP funds.** No WSP monies can be used to reimburse the grant recipient for any costs incurred prior to the date of this letter. **Pre-agreement costs will not be authorized under this program.** Please note that should the agreement not be issued or the project assistance request be withdrawn for whatever reason, the grant recipient may be responsible for payment of all planning and administration costs incurred, including those mentioned above.

Under no circumstances should the grant recipient advertise for bids or begin construction on an activity at this time. Written authorization will be provided from this office to advertise for bids when funds have been released and the plans and specifications for the project have been reviewed. Funds will not be released until the conditions included in this letter have been submitted and approved/cleared by this office.

Deadlines for each grant condition is identified in the list below. These timelines will be strictly enforced. The State may grant an extension, if necessary. Any extension request must be submitted to the Office of Community Development – Local Government Assistance (OCD-LGA) prior to the deadline for the required condition.

The following list of items are considered to be conditions of release of WSP funds, must be submitted to OCD-LGA (unless otherwise specified), and are identified herein.

1. Grant Agreement – The attached agreement must be signed by the chief executive officer identified in the agreement. The agreement should not be dated. The signed agreement must be received by the OCD-LGA within two (2) months of the date of this letter.
2. Authorized Signature Form - Please complete and submit one Authorized Signature Form to this office. Detailed instructions are on the form. The Authorized Signature Form is located at <https://www.dca.la.gov/dca-oed-lga-american-rescue-plan-act-water-sector-program-forms>. This form indicates the persons authorized to sign the entity's requests

for payments. This form must reflect original signatures and must not contain any erasures or corrections. Signatures and typed names must match. It is important for the certifying officer to write a date by his or her signature. If the certifying officer is someone other than the person identified as the chief executive officer during the application process, a resolution must be passed as indicated in the instructions and submitted to this office with the form. The completed document must be received by the OCD-LGA within two (2) months of the date of this letter.

3. Electronic Funds Transfer (EFT) Enrollment Form – If the system would like to receive funds through electronic transfer, contact the Office of Statewide Reporting and Accounting Policy (OSRAP) at _DOA-OSRAP-EFT@la.gov or 225-342-1097 for the enrollment form. Do not use an existing form. In most cases, you are required to submit a copy of a voided check with the form to OSRAP. Remember that all checks must be pre-printed and pre-numbered by the financial institution. Please do not send the completed EFT Enrollment form nor a copy of a voided check to the OCD-LGA. The completed document must be received by OSRAP within two (2) months of the date of this letter.
4. Supplemental Information Page – Please complete this form and submit it to this office. The form is located at <https://www.doa.la.gov/boa/ocd-lga-american-rescue-plan-act/water-sector-program-forms/>. Note that the federal government is no longer using the DUNS number for reporting purposes. You must obtain your Unique Entity Identification (UEI) number from www.sam.gov and include it on this form. Grantees must be actively registered in www.sam.gov in order to receive federal funds. The completed document must be received by the OCD-LGA within two (2) months of the date of this letter.
5. The system must complete and send to this office a "Financial Management Questionnaire." An attachment to the Questionnaire regarding proof of fidelity insurance or bonding must also be provided. The Financial Management Questionnaire is located at <https://www.doa.la.gov/boa/ocd-lga-american-rescue-plan-act/water-sector-program-forms/>. The completed document must be received by the OCD-LGA within two (2) months of the date of this letter.
6. Please send this office a copy of the signed Title VI Assurances form which can be found at <https://www.doa.la.gov/boa/ocd-lga-american-rescue-plan-act/water-sector-program-forms/>. The completed document must be received by the OCD-LGA within two (2) months of the date of this letter.
7. The system must submit a Performance Schedule that identifies the schedule for expenditure of the WSP funds and project benchmarks. The WSP Performance Schedule format and its instructions can be located at <https://www.doa.la.gov/boa/ocd-lga-american-rescue-plan-act/water-sector-program-forms/>. The completed document must be received by the OCD-LGA within two (2) months of the date of this letter.
8. A copy of the plans and specifications plus a final cost estimate for the project must be **submitted** to the Louisiana Department of Health (LDH), for review within six (6) months of the date of this letter. The OCD-LGA must also receive a signed certification from the project engineer stating that the plans and specifications have been completed and submitted to LDH for their approval with a copy of the final cost estimate attached by the same deadline.
9. A rate study must be completed on the utility system that is funded by this grant. The OCD-LGA will assign an entity that will work with the grantee to complete the rate study. If the rate study determines that actions should be taken regarding the utility rates, the system must take actions to

implement the changes. A summary of actions taken must be submitted to OCD-LGA. The document must be received by the OCD-LGA within six (6) months of the date of this letter.

10. If the completed Supplemental Information form indicates real property will be acquired, through purchase or donation and regardless of funding source, then the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 must be followed. Also, the system must submit an Acquisition Timeline that includes dates and specific actions that will be taken to complete the acquisition process that is identified in the approved application. The system should submit this document to this office within two (2) months of the date of this letter.
11. Documentation identifying matching funds provided by the system are available to be spent. The document must be received by the OCD-LGA within two (2) months of the date of this letter.
12. If the approved project involves consolidation with another system or systems, the executed agreement between the systems that memorializes consolidation must be submitted to OCD-LGA. The document must be received by the OCD-LGA within two (2) months of the date of this letter.

The system has been allowed WSP funds as follows:

\$ 1,314,800.00	Construction and contingencies
\$ 1,314,800.00	Total

Following this office's review and approval of all documents listed above as well as the LDH's review of the project's plans and specifications, the grantee will receive a letter of authorization to advertise for bids; the grantee is expected to advertise for bids within thirty days of the date of that letter. A copy of the publicized bid advertisement, including the publication date, must be submitted to this office. If there are extenuating circumstances which prevent publication of the advertisement for bids within the thirty-day period, the system must request an extension of time from this office prior to the end of the thirty-day period. The State reserves the right to grant an extension when the reasons for not meeting the timeframe are valid.

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A webinar will be conducted on April 13, 2022 to discuss the requirements contained in this letter. Registration will be required. At least one person from the system must participate in the webinar. The registration information can be found on the OCD-LGA webinar at <https://www.dca.la.gov/dca/oed-lga-american-rescue-plan-act>.

Please submit the information requested in this letter as soon as possible. If there are any questions, please contact me at (225) 342-7412.

Sincerely,

Traci Watts
Director, Local Government Assistance
Office of Community Development

c: Susan Richard, Engineer
File: WSP Grantee File

[illegible]

Costs highlighted in yellow were performed by Lafayette Utilities System, the costs for which will not be submitted for reimbursement/match.

60%

76%	40%
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Office of Community Development
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

April 1, 2022

Honorable Josh Guillory
Mayor - President, Lafayette Utilities System
P. O. Box 4017-C
Lafayette, Louisiana 70502

RE: Authorization to Incur Costs and Grant Agreement with Conditions Transmittal
Water Sector Program – Sewer (Agency Interest No. 19462)

Dear Mayor Guillory:

Again, congratulations on being selected as a recipient of Water Sector Program (WSP) funds. Upon receipt of this letter, you have the authorization to incur costs for planning and administration which includes items necessary to clear the grant agreement conditions contained herein. **Reimbursement of such costs will be contingent upon your receipt of an executed grant agreement with the State and the approved use of WSP funds.** No WSP monies can be used to reimburse the grant recipient for any costs incurred prior to the date of this letter. **Pre-agreement costs will not be authorized under this program.** Please note that should the agreement not be issued or the project assistance request be withdrawn for whatever reason, the grant recipient may be responsible for payment of all planning and administration costs incurred, including those mentioned above.

Under no circumstances should the grant recipient advertise for bids or begin construction on an activity at this time. Written authorization will be provided from this office to advertise for bids when funds have been released and the plans and specifications for the project have been reviewed. Funds will not be released until the conditions included in this letter have been submitted and approved/cleared by this office.

Deadlines for each grant condition is identified in the list below. These timelines will be strictly enforced. The State may grant an extension, if necessary. Any extension request must be submitted to the Office of Community Development – Local Government Assistance (OCD-LGA) prior to the deadline for the required condition.

The following list of items are considered to be conditions of release of WSP funds, must be submitted to OCD-LGA (unless otherwise specified), and are identified herein.

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for payments. This form must reflect original signatures and must not contain any erasures or corrections. Signatures and typed names must match. It is important for the certifying officer to write a date by his or her signature. If the certifying officer is someone other than the person identified as the chief executive officer during the application process, a resolution must be passed as indicated in the instructions and submitted to this office with the form. The completed document must be received by the OCD-LGA within two (2) months of the date of this letter.

3. Electronic Funds Transfer (EFT) Enrollment Form – If the system would like to receive funds through electronic transfer, contact the Office of Statewide Reporting and Accounting Policy (OSRAP) at _DOA-OSRAP-EFT@la.gov or 225-342-1097 for the enrollment form. Do not use an existing form. In most cases, you are required to submit a copy of a voided check with the form to OSRAP. Remember that all checks must be pre-printed and pre-numbered by the financial institution. Please do not send the completed EFT Enrollment form nor a copy of a voided check to the OCD-LGA. The completed document must be received by OSRAP within two (2) months of the date of this letter.
4. Supplemental Information Page – Please complete this form and submit it to this office. The form is located at <https://www.doa.la.gov/oa/ocd-lga/american-rescue-plan-act/water-sector-program-forms/>. Note that the federal government is no longer using the DUNS number for reporting purposes. You must obtain your Unique Entity Identification (UEI) number from www.sam.gov and include it on this form. Grantees must be actively registered in www.sam.gov in order to receive federal funds. The completed document must be received by the OCD-LGA within two (2) months of the date of this letter.
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7. The system must submit a Performance Schedule that identifies the schedule for expenditure of the WSP funds and project benchmarks. The WSP Performance Schedule format and its instructions can be located at <https://www.doa.la.gov/oa/ocd-lga/american-rescue-plan-act/water-sector-program-forms/>. The completed document must be received by the OCD-LGA within two (2) months of the date of this letter.
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9. A rate study must be completed on the utility system that is funded by this grant. The OCD-LGA will assign an entity that will work with the grantee to complete the rate study. If the rate study determines that actions should be taken regarding the utility rates, the system must take actions to

Honorable Josh Guillory
April 1, 2022
Page 3

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10. If the completed Supplemental Information form indicates real property will be acquired, through purchase or donation and regardless of funding source, then the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 must be followed. Also, the system must submit an Acquisition Timeline that includes dates and specific actions that will be taken to complete the acquisition process that is identified in the approved application. The system should submit this document to this office within two (2) months of the date of this letter.
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The system has been allowed WSP funds as follows:

\$ 1,677,424.00	Construction and contingencies
\$ 1,677,424.00	Total

Following this office's review and approval of all documents listed above as well as the LDH's review of the project's plans and specifications, the grantee will receive a letter of authorization to advertise for bids; the grantee is expected to advertise for bids within thirty days of the date of that letter. A copy of the publicized bid advertisement, including the publication date, must be submitted to this office. If there are extenuating circumstances which prevent publication of the advertisement for bids within the thirty-day period, the system must request an extension of time from this office prior to the end of the thirty-day period. The State reserves the right to grant an extension when the reasons for not meeting the timeframe are valid.

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Please submit the information requested in this letter as soon as possible. If there are any questions, please contact me at (225) 342-7412.

Sincerely,



Traci Watts
Director, Local Government Assistance
Office of Community Development

c: Susan Richard, Engineer
File: WSP Grantee File

Office of Community Development
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

April 1, 2022

Honorable Josh Guillory
Mayor - President, Lafayette Utilities System
P. O. Box 4017-C
Lafayette, Louisiana 70502

RE: Authorization to Incur Costs and Grant Agreement with Conditions Transmittal
Water Sector Program – Water (PWS ID LA 1055017)

Dear Mayor Guillory:

Again, congratulations on being selected as a recipient of Water Sector Program (WSP) funds. Upon receipt of this letter, you have the authorization to incur costs for planning and administration which includes items necessary to clear the grant agreement conditions contained herein. **Reimbursement of such costs will be contingent upon your receipt of an executed grant agreement with the State and the approved use of WSP funds.** No WSP monies can be used to reimburse the grant recipient for any costs incurred prior to the date of this letter. **Pre-agreement costs will not be authorized under this program.** Please note that should the agreement not be issued or the project assistance request be withdrawn for whatever reason, the grant recipient may be responsible for payment of all planning and administration costs incurred, including those mentioned above.

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The system has been allowed WSP funds as follows:

\$ 4,669,867.00	Construction and contingencies
\$ 4,669,867.00	Total

Following this office's review and approval of all documents listed above as well as the LDH's review of the project's plans and specifications, the grantee will receive a letter of authorization to advertise for bids; the grantee is expected to advertise for bids within thirty days of the date of that letter. A copy of the publicized bid advertisement, including the publication date, must be submitted to this office. If there are extenuating circumstances which prevent publication of the advertisement for bids within the thirty-day period, the system must request an extension of time from this office prior to the end of the thirty-day period. The State reserves the right to grant an extension when the reasons for not meeting the timeframe are valid.

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Please submit the information requested in this letter as soon as possible. If there are any questions, please contact me at (225) 342-7412.

Sincerely,



Traci Watts
Director, Local Government Assistance
Office of Community Development

c: Susan Richard, Engineer
File: WSP Grantee File

ATTACHMENT C
LUS WATER PROJECT SUMMARIES

Priority	PWS LA1055017 WATER SECTOR FUNDS SOUGHT					CITY OF LAFAYETTE MATCH				
	Project	Capacity or Population Served	Easements/Right of Way Required? # of Parcels	Ready to Proceed?	Consolidation?	Project Construction Cost	Grant Funded Construction	Engineering, reports, surveying, inspection, etc.	Construction cost match	
1	Fire Hydrant Pressure Monitors	57,412 customers	No	Yes		1,000,000	600,000		400,000	
2	Northern Avenue and Edna Street Main Replacement/Upgrade	73 customers	Yes, 1 easement	Yes		825,000	495,000	129,000	330,000	
3	Tenth Street and Laurel Avenue Main Replacement/Upgrade	34 customers	1 (already acquired)	Yes		392,754	235,832		157,102	
4	South Water Plant Water Wells 6 and 7 Electrical Rehabilitation	57,412 customers	No			313,500	188,100	34,966	125,400	
5	Emergency Backup Power - North Water Plant	57,412 customers	No			374,000	224,000	39,674	149,600	
6	Gloria Smith Plant Chemical Building Replacement	57,412 customers	No			792,000	475,200	78,769	316,800	
7	North Water Plant Chlorine Relocation	57,412 customers	No			429,000	257,400	46,607	171,600	
8	Media Changeout at South Water Treatment Plant	57,412 customers	No			543,312	325,987		217,325	
9	Sabatier Road Main Extension	20 customers	No		Yes	302,555	287,427	40,807	15,128	
10	Ground Storage Tank at South Water Treatment Plant (2 million gallons)	57,412 customers	No			2,354,000	1,412,400	217,713	941,600	
11	Renovation of Treatment Units at North Water Treatment Plant	57,412 customers				280,500	168,300	37,070	112,200	
	Total					7,606,621		624,606	2,936,754	
	Grant Funds Sought						4,669,867		3,561,360	
	City Match									76%

Costs highlighted in yellow were performed by Lafayette Utilities System, the costs for which will not be submitted for reimbursement/match.
Total Projects Cost (construction, engineering, etc.)

8,231,227

LAFAYETTE CITY COUNCIL MEETING

AGENDA ITEM SUBMITTAL FORM

1) JUSTIFICATION FOR REQUEST: An Ordinance of the Lafayette City Council Authorizing the Mayor-President to Enter into Four Cooperative Endeavor Agreements with the State of Louisiana, Division of Administration through the Office of Community Development to Receive Water Sector Program Funding for Water and Sewerage Projects Included in the Capital Improvement Budget and Authorizing the Chief Financial Officer, through the Mayor-President to Make Administrative Revisions to the Capital Improvement Budget.

2) ACTION REQUESTED: Adoption of ordinance.

3) COUNCIL DISTRICT(S) (if applicable): N/A

4) REQUESTED ACTION OF COUNCIL:

A) INTRODUCTION: May 3, 2022

B) FINAL ADOPTION: May 17, 2022

5) DOCUMENTATION INCLUDED WITH THIS REQUEST:

A) Internal Memo from Director with attachments (18 pages)

B) Submittal Item Justification Form (1 page)

C) Ordinance (2 pages)

D) Cooperative Endeavor Agreements (24 pages)

6) FISCAL IMPACT:

X Fiscal Impact

 No Fiscal Impact

RECOMMENDED BY:

JB Stewart 04/21/2022
JEFFERY STEWART
DIRECTOR OF UTILITIES

APPROVED FOR AGENDA:

Cydra Wingerter
CYDRA WINGERTER
CHIEF ADMINISTRATIVE OFFICER