

CITY ORDINANCE NO. CO-090-2023

AN ORDINANCE OF THE LAFAYETTE CITY COUNCIL AUTHORIZING THE LAFAYETTE MAYOR-PRESIDENT TO ENTER INTO AN INTERGOVERNMENTAL CONTRACT WITH THE DEPARTMENT OF ENVIRONMENTAL QUALITY OF THE STATE OF LOUISIANA TO RECEIVE FUNDING FOR THE ACQUISITION OF ELECTRIC VEHICLE CHARGING STATIONS THROUGH THE VOLKSWAGEN MITIGATION TRUST AND AUTHORIZING THE AUTHORIZED REPRESENTATIVE OF THE DEPARTMENT OF FINANCE AND MANAGEMENT, THROUGH THE LAFAYETTE MAYOR-PRESIDENT, TO MAKE ADMINISTRATIVE REVISIONS TO THE BUDGET

BE IT ORDAINED by the Lafayette City Council, that:

WHEREAS, the Louisiana Department of Environmental Quality ("LDEQ"), in conjunction with the Louisiana Department of Natural Resources ("LDNR"), selected Lafayette City-Parish Consolidated Government ("LCG") through its Utilities Department d/b/a Lafayette Utilities System ("LUS") as a recipient of funding for the acquisition of electric vehicle charging stations as Eligible Mitigation Actions under the Volkswagen Environmental Mitigation Trust; and

WHEREAS, the award is for \$83,000 for the acquisition of four (4) Level 2 Chargers and one (1) Direct Current Fast Charger (DCFC); and

WHEREAS, the terms and conditions of the award are set forth in the attached Intergovernmental Contract; and

WHEREAS, in order to receive the award funds LCG must enter into the attached Intergovernmental Contract; and

WHEREAS, the award funds will be dispersed by LDEQ in accordance with LCG's satisfactory completion of all requirements set forth within the Intergovernmental Contract; and

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

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 is hereby authorized to execute the Intergovernmental Contract for the "Lafayette Consolidated Government EVSE VW Settlement," in the same or substantially similar format as the draft attached hereto.

SECTION 3: The authorized representative of the Department of Finance and Management, through the Lafayette Mayor-President, is authorized to prepare administrative budget revisions to comply with the dictates of this ordinance. Upon completion, the authorized

representative of the Department of Finance and Management, 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 4: All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

SECTION 5: 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.

* * * * *

INTERGOVERNMENTAL CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2023, by and between the Department of Environmental Quality of the State of Louisiana, hereinafter referred to as "the Department", and Lafayette Consolidated Government, 1314 Walker Road, Lafayette, LA 70506, Federal Tax ID No. 72-1335255, hereinafter referred to as the "Contractor".

The Department hereby contracts and retains the Contractor who agrees to proceed, after proper notice and receipt of written authorization by the Department with all services necessary to the performance, in proper sequence and in the time specified, of the items of work for the project as hereinafter set forth.

1. PROJECT IDENTITY

This contract shall be identified as "**Lafayette Consolidated Government EVSE VW Settlement**" with the LaGov Number assigned as set forth above. All invoices and other correspondence submitted to the Department in connection with this contract shall be identified by this LaGov Number.

2. CONTRACT TERM

The term for the fulfillment of services to be performed pursuant to this contract shall be from **June 1, 2023** through **May 31, 2026**.

3. SCOPE OF SERVICES

The Contractor shall provide the necessary personnel, materials, services and facilities to perform the work as set forth in Attachment 1, Scope of Services, attached hereto and made a part hereof.

4. NOTICE TO PROCEED

This contract is not effective until executed by all parties and approved in writing by the Department. The Contractor shall proceed with the work only after receipt of an executed contract.

5. PAYMENT TERMS

The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of **\$83,000.00**. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

The Department will pay the Contractor only for actual work performed, and the Department does not guarantee a maximum payment amount to be earned by the Contractor. The Department will reject any and all claims from the Contractor for

damages, anticipated profits, or other related causes resulting from any difference between the amount paid for work actually performed and materials actually furnished and the maximum price of the contract.

The Contractor shall not perform out-of-scope work not authorized by written amendment prior to the expiration date of the contract. Any out-of-scope work performed by the Contractor without written authorization from the Department in the form of an approved contract amendment shall not entitle the contractor to any compensation for any corresponding effort. Verbal directives from any employee of the Department that would result in the performance of out-of-scope work shall carry no authority.

Any increases to the maximum amount shall be made by written amendment and approved by the Department. Funding for any increases to the maximum amount shall be approved by the Volkswagen (VW) Environmental Mitigation Trust Fund before any payment can be issued. Any additional or out-of-scope work performed by the Contractor without written authorization from the Department in the form of an approved amendment shall not entitle the Contractor to payment or an increase in the maximum contract price.

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

a. Payment:

Payment to the Contractor for services rendered shall be made according to the rates in Attachment 2, Schedule of Prices. Payment shall be made upon completion and approval of all tasks in Attachment 1, Scope of Services and submission and approval of all deliverables as determined by the Project Manager.

The Department will make every reasonable effort to make payments within approximately thirty (30) calendar days after receipt of a correct invoice. However, payment is contingent upon receipt of all required submittals, acceptance of all related deliverables, and approval of the invoice for payment by the Department's Office of Environmental Assessment/Air Planning and Assessment Division. Payment is also contingent upon approval of funding by the Volkswagen (VW) Environmental Mitigation Trust Fund.

b. Invoicing Procedure:

- (1) The Contractor should submit an invoice upon completion of each purchasing event. However, for any services completed by June 30th, the Contractor shall submit the invoice to the Department by July 10th.
- (2) The Contractor shall submit the invoice to:

Louisiana Department of Environmental Quality
Financial Services Division

Accounts Payable
P.O. Box 4303
Baton Rouge, LA 70821-4303

or submit electronically to DEQAccountsPayable@la.gov

Each invoice must include:

- (a) the LaGov number;
- (b) the name and address of the Contractor;
- (c) the total amount requested;
- (d) the balance remaining in the contract;
- (e) supporting documentation as stated in Attachment 1, Scope of Services

6. FISCAL FUNDING

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

7. DELIVERABLES

The Contractor shall provide to the Department the deliverables specified in Attachment 1, Scope of Services, as products of the services rendered under this contract. The Department reserves the right to reject any deliverable that is unsatisfactory. The Contractor shall correct any omissions or errors and resubmit the deliverable.

8. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this contract, all data collected by the Contractor and all documents, notes, and files collected or prepared specifically in connection with this work, except the Contractor's personnel and administrative files, shall become and be the property of the Department and the Department shall not be restricted in any way whatsoever in its use of such material. In addition, at any time during the contract period, the Department shall have the right to require the Contractor to furnish copies of any or all data and all documents, notes and files collected or prepared by the Contractor specifically

in connection with this contract within five (5) days of receipt of written notice issued by the Department.

9. CORRECTION OF DEFICIENT WORK

If required by the Department, prior to payment, the Contractor shall promptly, without cost to the Department, correct any deficient work performed by him or his subcontractors. Deficient work is defined as work that is (a) unsatisfactory, faulty, or defective, or (b) does not conform to the requirements of the contract documents. If the Contractor does not correct such deficient work within the time specified by the Department, the Department may have the deficiency corrected by a separate party. All direct and indirect costs for such correction shall be paid by the Contractor. If corrections made to deficient work interfere with any other Department work by other parties, the Contractor shall also bear the expenses caused by that interference.

10. NONASSIGNABILITY

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

11. AUDIT OF RECORDS

The State, through the Legislative Auditor, and/or the Office of the Governor, Division of Administration, the Department's Audit Services, or any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Contractor and any subcontractor shall maintain such books, documents, papers and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

12. DATA/RECORDS RETENTION

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for five (5) years from date of final payment under this contract, or as required by applicable Federal law, if Federal funds are used to fund this contract, for inspection or audit, and copies thereof shall be furnished if requested.

Contractor shall comply with all applicable State and Federal laws regarding data retention

and provide for a transition period that accommodates all data retention requirements of the State, including data retained and length of retention, following Contract termination, regardless of the reason for Contract termination. Additionally, all State data must be sanitized in compliance with the most currently approved revision of NIST SP 800-88, Rev. 1.

13. TERMINATION FOR CAUSE

Should the Department determine that the Contractor has failed to comply with the Contract's terms, the Department may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor's failure. If the Department determines that the failure is not correctable then the Contract shall terminate on the date specified in such notice. If the Department determines that the failure may be corrected, the Department shall give a deadline for the Contractor to make the correction. If the Department determines that the failure is not corrected by the deadline, then the Department may give additional time for the Contractor to make the corrections or the Department may notify the Contractor of the Contract termination date.

If the Contractor seeks to terminate the Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. The Department shall be relieved of liability for costs for any undelivered work as of the effective date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the contract by the Contractor, and the Department may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Department from the Contractor is determined.

14. TERMINATION FOR CONVENIENCE

The Department may terminate the contract at any time without penalty by giving thirty (30) calendar days written notice to the Contractor of such termination or negotiation with the Contractor a termination date. If the contract is terminated by the Department, as provided herein, the Contractor shall promptly submit a statement showing in detail the actual services performed to date of termination. The Contractor shall then be paid the proportion of the total contract amount which bears the same ratio as the services completed bears to the total scope of services called for in this contract, less payments of compensation previously made for allowable costs, including non-cancelable commitments.

15. REMEDIES FOR DEFAULT

Any claim or controversy arising out of this contract shall be resolved by the provisions of

LSA-R.S. 39:1672.2 through 1672.4.

16. OTHER REMEDIES

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the Department, then, upon notice to the Contractor, the Department may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

17. GOVERNING LAW

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

18. NON-DISCRIMINATION

The Contractor agrees to abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; and of the Americans with Disabilities Act of 1990.

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

19. COMPLIANCE WITH LAWS

The Contractor and its employees, subcontractors and agents shall comply with all applicable Federal, State and Local laws and ordinances, in carrying out the provisions of this contract.

20. FORCE MAJEURE

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting

from an Act of God or force majeure. The Department shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

21. CYBERSECURITY TRAINING

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

22. AMENDMENTS

Any modification to the provisions of this Contract shall be in writing, signed by all parties, and approved by the required authorities. Verbal directives from any employee of the Department shall carry no authority, and shall not entitle the Contractor to any compensation for any corresponding effort.

THE DEPARTMENT AND THE CONTRACTOR REPRESENT THAT THIS CONTRACT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESS:

DEPARTMENT OF ENVIRONMENTAL QUALITY:

Karyn Andrews
Undersecretary
Office of Management and Finance

WITNESS:

CONTRACTOR:

Joshua S. Guillory
Mayor President
Lafayette Consolidated Government

**ATTACHMENT 1
SCOPE OF SERVICES**

“LAFAYETTE CONSOLIDATED GOVERNMENT EVSE VW SETTLEMENT”

1.0 GOALS AND OBJECTIVES

The Louisiana Department of Environmental Quality’s (Department) overall goals for use of the Volkswagen Environmental Mitigation Trust Funds (VW Trust Funds) are to have a significant and permanent reduction in the emission of air pollutants, principally Nitrogen Oxides (NOx); to have a significant reduction in the exposure to pollutants by achieving significant and sustained cost effective reductions in air pollutants, primarily NOx; to maximize the improvement of overall air quality, taking into consideration existing air quality, population, and geographic area; to encourage and expedite deployment and widespread adoption of zero emission and lower-emission vehicles and engines; and, to spur projects that promote improvements and/or transformation of infrastructure and other areas that will provide environmental, economic, social, and/or energy benefits for the state.

The Department proposes to achieve these goals by providing matching funds for Eligible Mitigation Actions for the purchase, installation, and maintenance of new, light-duty zero emission electric vehicle supply equipment (EVSE) that is located in a public place, workplace, or multi-unit dwelling, and is not consumer light-duty EVSE (i.e. not located at a private residential dwelling that is not a multi-unit dwelling). The Department will provide either 60%, 80% or 100% of the maximum award amounts established for eligible EVSE:

- (1) Up to 100% of the cost to purchase, install, and maintain eligible light-duty EVSE that will be available to the public at a Government Owned Property;
- (2) Up to 80% of the cost to purchase, install, and maintain eligible light-duty EVSE that will be available to the public at a Non-Government Owned Property;
- (3) Up to 60% of the cost to purchase, install, and maintain eligible light-duty EVSE that is available at a workplace, but not to the general public; or
- (4) Up to 60% of the cost to purchase, install, and maintain eligible light-duty EVSE that is available at a multi-unit dwelling, but not to the general public.

2.0 CONTRACTOR TASKS

The Contractor shall serve as an administrator for the purchase, installation, operation, maintenance and monitoring of eligible light-duty EVSE to be available for public use and used by the Lafayette Consolidated Government. This project will be funded by VW Trust Funds. Contractor will oversee this project and will procure all necessary services. A more in-depth description of this program can be found on the Department’s VW Mitigation Trust website at <http://deq.louisiana.gov/page/louisiana-volkswagen-environmental-mitigation-trust>.

Services provided by the Contractor may include, but are not limited to, the following tasks:

- (1) Purchasing, installing, operating, and maintaining four (4) Level 2 Chargers and one (1) DCFC;
- (2) Adhering to all provisions contained in Sections 7.0, 7.1, and 7.2;
- (3) Affixing a placard, provided by the Department, on the EVSE; and
- (4) Monitoring and submitting EVSE utilization data to the Department.

3.0 PROJECT SCHEDULE

The schedule shall be determined jointly by the Contractor and the Department. However, all deliverables must be completed within the time frame specified.

4.0 PROJECT MANAGEMENT

The Contractor shall provide efficient management throughout the term of the contract to ensure the successful completion of the contract. The duties and responsibilities for project management shall continue throughout the term of the contract. The resources and methodology for project management activities shall be the responsibility of the Contractor.

Project management shall include, but not be limited to, the following activities:

- (1) Supervision of the Contractor's personnel;
- (2) Communication between the Contractor and the Department;
- (3) Contract administration:
 - (a) Resolving disputes between the Contractor and the Department; and
 - (b) Compliance by the Contractor with all contract clauses and conditions;
- (4) Meetings;
- (5) Record-keeping; and
- (6) Preparation and submission of submittals and deliverables, including but not limited to, the following:
 - (a) Proposed timeline;
 - (b) Documentation purchase and installation of eligible light-duty EVSE, and
 - (c) Annual Utilization reports.

4.1 ANNUAL UTILIZATION REPORTING BY THE CONTRACTOR

The Contractor shall submit a report to the Department annually for three (3) years after project completion, unless otherwise determined by the Department. This report shall, at a minimum, include:

- (1) The Contractor's name, address, and the name of the Project Manager;
- (2) The Department's contract number and project title;
- (3) The dates of the reporting period; and
- (4) The charging station utilization data (i.e. hours, days, number of users).

4.2 DELIVERABLES

The Contractor shall prepare and submit the following written deliverables to the Department's Project Manager:

- (1) Documentation of purchase of eligible light-duty EVSE, including but not limited to:
 - (a) Legible copies of all purchase orders and/or receipts showing:
 - i. purchase price;
 - ii. make & model of EVSE units purchased; and
 - iii. number of EVSE units purchased;
 - (b) Copies of canceled checks or credit card statements as proof of payment;
- (2) Documentation of installation of eligible light-duty EVSE, including but not limited to:
 - (a) Legible copies of all purchase orders and/or receipts showing cost of installation;
 - (b) Digital photograph(s) of the installed EVSE (showing serial number for each piece of equipment); and
 - (c) A completed Attachment 3, EVSE Installation Certification Form certifying each EVSE has been installed, is in working order, and is operating in accordance with local, state and federal laws.
- (3) Documentation of maintenance of eligible light-duty EVSE, including but not limited to legible copies of all purchase orders and/or receipts showing cost of eligible maintenance costs; and
- (4) Annual Utilization Reports.

The Department will review, provide comments as necessary, and forward any comments to the Contractor. The Contractor shall address all comments and submit a final document for acceptance.

5.0 DEPARTMENT RESPONSIBILITIES

As part of its responsibilities under the contract, the Department shall:

- (1) Provide points of contact (liaisons) for technical and contract activities (Project Manager and Contract Manager);
- (2) Provide the Department's materials (documents, reports, photographs, etc.) for the Contractor's work as necessary;
- (3) Monitor the Contractor's work through telephone communication and meetings;
- (4) Review, require revision as necessary, and accept deliverables and submittals; and
- (5) Require deliverables to be submitted within the time frame delineated by this Scope of Services.

The Department will be available for assistance to the Contractor in solving problems or answering questions that may arise. However, the Department shall not be responsible for the Contractor's performance of the work and reserves the right to reject deficient work.

6.0 MONITORING AND METHODS TO MEASURE PERFORMANCE

The Department's Project Manager will monitor the progress of the Contractor during the contract by:

- (1) Monitoring the Contractor's work through telephone communication and meetings; or meeting with the Contractor as necessary to provide guidance or answer questions;
- (2) Ensuring that deliverables are submitted within the time frame of the contract; and
- (3) Reviewing, requiring correction as necessary, and approving all deliverables and submittals;

The Department's Project Manager will measure the successful performance of the Contractor by reviewing and evaluating the acceptability of all deliverables and submittals.

7.0 PROGRAMMATIC CONDITIONS

The Contractor agrees to the following general Programmatic Conditions and acknowledges that the Department may terminate this contract, rescind the award, and reallocate the funds if these conditions are not timely completed:

- (1) Funds under this contract cannot be used for matching funds for other federal grants unless expressly authorized;
- (2) Funds under this contract may not be used for the purchase, installation, or maintenance of EVSE at private residential dwellings, other than multi-family unit dwellings, and cannot be used to purchase or rent real-estate, to pay for other capital costs (construction of buildings, parking facilities, etc.), electricity costs, general operation and maintenance, or administrative costs incurred by the Contractor;
- (3) Contractor agrees to obtain any and all required state and local permits;
- (4) The EVSE must be operated, maintained, and available year-round. Any necessary repairs must be completed within 72 hours, unless otherwise approved by the Department;
- (5) No subscription fee or membership fee can be charged to use the EVSE;
- (6) The EVSE must remain in operation for at least three (3) years, unless otherwise approved by the Department. Failure to keep the EVSE operational for the minimum time period may result in the Department seeking repayment of the Trust Funds;
- (7) Contractor will promptly notify the Project Manager of any problems, delays, or adverse conditions which may materially impair its ability to deliver on the outputs/outcomes specified in the work plan. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation. The Contractor agrees that it will also notify the Project Manager of any favorable developments which may enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned;
- (8) To provide evidence of appropriate purchase, installation, and maintenance, including, but not limited to: purchase orders and/or invoices, a signed Attachment 3, EVSE Installation Certification Form and digital photos of the light-duty EVSE (showing serial number for each piece of equipment). The Department reserves the right to inspect the light-duty EVSE in person to ensure all requirements of the contract, including the Scope of Services, have been met before any payment is issued. The EVSE Installation Certification Form shall list each light-duty EVSE. Failure to comply with all requirements of the contract, including the Scope of Services, may result in the Department seeking repayment of the Trust Funds;
- (9) To complete the purchase of the EVSE within six (6) months of the date the Contractor receives the executed contract from the Department, and complete installation no later than six (6) after receipt of EVSE;

- (10) To comply with any and all auditing, monitoring, and reporting requirements, including scheduled site visits, as needed. The Contractor shall monitor and submit charging station utilization data (i.e. hours, days, number of users) to the Department annually for at least 3 years after installation completion, unless otherwise determined by the Department. All required reporting shall be complete three years after completion of the contract. Such reports should be submitted to the Department at yvsettlemet@la.gov. Failure to submit reporting for the minimum time period may result in the Department seeking repayment of the Trust Funds;
- (12) No changes in the number of chargers awarded, the type of EVSE (Level 2 or DCFC), or the charger's installation location may be made unless approved in writing by the Department;
- (13) If Contractor is not the landowner, then Contractor agrees to provide documentation from the landowner authorizing the installation of the EVSE on its property; and
- (14) To comply with applicable federal, state, local, and utility laws and requirements; including Louisiana procurement laws for the solicitation of bids and the selection of vendors.

7.1 SITE SPECIFIC PROGRAMMATIC CONDITIONS

The Contractor agrees to the following Site Specific Programmatic Conditions:

- (1) The site must have nighttime illumination, unless waived by the Department;
- (2) The site must have a level and well-maintained surface with parking striping preferred;
- (3) The site must meet all Americans with Disabilities Act requirements;
- (4) The site must have EVSE service sign(s) and EVSE parking dwell-time management sign(s), such as "no parking except for electric vehicle charging," installed in accordance with any state, federal or local ordinances and/or permit(s);
- (5) The project design of the site must allow vehicles to park front-to-back or back-to-front to accommodate charging port variations across different vehicles by providing cords that are long enough, unless waived by the Department;
- (6) All ground and wall-mounted equipment must be protected and placed in such a way to prevent physical damage to the control device (e.g. bollards and curbing);
- (7) All EVSE at the site must be located in such a way that charging cords do not cross roads, sidewalks or other pedestrian walkways that could create tripping hazards or blockages.

7.2 EVSE GENERAL REQUIREMENTS

The Contractor agrees to the following EVSE general requirements:

- (1) Placement and interface for all publicly available EVSE must meet any and all Americans with Disabilities Act requirements, including having accessible buttons and components;
- (2) User interface must be legible in both daytime and nighttime conditions;
- (3) The EVSE must be certified by a nationally recognized testing laboratory for outdoor use, as well as be able to operate in extreme temperatures (-20 to +100 degrees F);
- (4) The EVSE and service facilities must be designed or located to prevent water from entering or accumulating within the components during conditions of flooding;
- (5) All EVSE must be installed by a licensed electrician in accordance with all current National Electric Codes;
- (6) At least two (2) plug connectors that service two (2) parking spaces must be provided, unless waived by the Department;
- (7) All EVSE must have network monitoring capability for status (e.g. in-use, malfunction, etc.), fault reporting, energy consumption, and usage patterns;
- (8) Level 2 EVSE must meet Society of Automotive Engineers standards for EV charging plug connector and operational requirements;
- (9) DCFC EVSE must have reasonably proximate 3-phase power available;
- (10) DCFC EVSE must be a dual-protocol charging station, compatible with CHAdeMO and SAE Combined Charging System (CCS) charging ports;
- (11) Level 2 EVSE must have modular field serviceable parts, particularly for cord and J1772 connector, including a minimum cord length of 18 feet and a cord management system to keep cords off the ground and comply with the National Electric Code (NEC);
- (12) Level 2 EVSE must have charging amperage from 10-20kW;
- (13) DCFC EVSE must provide charging unit(s) with a minimum of 30kW output with sizing and configuration of the electrical infrastructure capable of providing for potential future unit upgrades, unless otherwise approved by the Department; and
- (14) All EVSE must have a minimum one-year manufacturer's warranty.

**ATTACHMENT 2
SCHEDULE OF PRICES**

“LAFAYETTE CONSOLIDATED GOVERNMENT EVSE VW SETTLEMENT”

Payment Item	Payment Unit	No. of Units	Maximum Reimbursement per Unit¹	Total Amount
Level 2 Chargers	Each	4	\$12,000.00	\$48,000.00
DCFC	Each	1	\$35,000.00	\$35,000.00
TOTAL				\$83,000.00

¹Payment for light-duty EVSE to be purchased, installed, and maintained under this contract shall be based on actual costs and shall not exceed the Maximum Reimbursement Cost per unit. The Contractor shall be responsible for any amount of the actual costs that exceeds the Maximum Reimbursement Cost per unit.

ATTACHMENT 3

EVSE Installation Certification Form

I certify that the EVSE unit(s) have been installed, are in working order, and operating in accordance with local, state, and federal codes:

Installer Information

Company Name	
Address	
Phone Number	

EVSE Information

Address of EVSE installation	
Installation Start Date	
Installation Completion Date (EVSE units became operational)	
Serial number for each EVSE unit installed	

Select "yes" or "no":

	Yes	No
All required permits were obtained for the installation of the stated EVSE unit(s) and copies of those permits have been provided		

Installer Name (printed): _____

Installer Signature: _____

Date: _____



Internal Memorandum

Lafayette Utilities System
Engineering Administration (7081)

TO: Cydra Wingerter

DATE: May 3, 2023

THRU: Jeffrey Stewart *565*
05/04/2023

FROM: Karen Hoyt

SUBJECT: **City Council Agenda Item** – Intergovernmental Contract Department of Environmental Quality of the State of Louisiana

Attached for consideration by the Lafayette City Council is a proposed ordinance authorizing the Lafayette Mayor-President to enter into an Intergovernmental Contract with the Department of Environmental Quality of the State of Louisiana (LDEQ) for receipt of awarded funds for acquisition of electric vehicle charging stations through the Volkswagen Environmental Mitigation Trust.

The award provides funding for four (4) Level 2 electric vehicle chargers and one (1) Direct Current Fast Charger (DCFC). The terms and conditions of the award are outlined in the Intergovernmental Contract with LDEQ. An ordinance for a budget revision for purchase of the electric vehicle chargers and associated costs is being submitted concurrently with this ordinance.

LUS recommends approval of the attached Ordinance authorizing the Lafayette Mayor-President to execute the Intergovernmental Contract. The proposed Ordinance has been reviewed and approved by Assistant City-Parish Attorney Lawrence Marino.

The funds will be disbursed as a lump sum reimbursement through LDEQ. The award funds will be dispersed by LDEQ in accordance with LCG's satisfactory completion of all requirements set forth within the Intergovernmental Contract. This ordinance authorizes the authorized representative of the Department of Finance and Management to prepare administrative budget revisions to appropriate the funds, and to prepare written reports to the Lafayette City Council detailing the adjustments.

If you approve, please place this item on the City Council Agenda to be introduced on June 20, 2023 with final adoption on July 11, 2023.

Thank you,

Karen Hoyt, P.E.
Engineering & Power Supply Manager

RECEIVED

MAY 05 2023

Lafayette Consolidated Government
Chief Administrative Officer

LAFAYETTE CITY COUNCIL MEETING

AGENDA ITEM SUBMITTAL FORM

1) **JUSTIFICATION FOR REQUEST:** An ordinance of the Lafayette City Council authorizing the Lafayette Mayor-President to enter into an Intergovernmental Contract with the Department of Environmental Quality of the State of Louisiana to receive funding for the acquisition of electric vehicle charging stations through the Volkswagen Mitigation Trust and authorizing the authorized representative of the Department of Finance and Management, through the Lafayette Mayor-President, to make administrative revisions to the budget.

2) **ACTION REQUESTED:** Adoption of ordinance

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

4) **REQUESTED ACTION OF COUNCIL:**

A) **INTRODUCTION:** June 20, 2023

B) **FINAL ADOPTION:** July 11, 2023

5) **DOCUMENTATION INCLUDED WITH THIS REQUEST:**

A) Internal Memorandum (1 page)

B) Submittal (1 page)

C) Ordinance (2 pages)

D) Intergovernmental Contract (17 pages)

6) **FISCAL IMPACT:**

 X Fiscal Impact (Explain) Increasing revenues in budget to reflect disbursements from LDEQ.

 No Fiscal Impact

RECOMMENDED BY:

 05/04/2023
JEFFREY B. STEWART, P.E.
LUS DIRECTOR

APPROVED FOR AGENDA:


CYDHA WINGERTER
CHIEF ADMINISTRATIVE OFFICER