

CITY ORDINANCE NO. CO-008-2022

AN ORDINANCE OF THE LAFAYETTE CITY COUNCIL AMENDING THE FY 21/22 CAPITAL BUDGET OF THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT BY INCREASING REIMBURSEMENT REVENUES FROM STATE OF LOUISIANA FACILITY PLANNING AND CONTROL FOR THE CYPRESS ISLAND SWAMP SPOIL BANK PROJECT NO. 50-J28-21-01 IN THE AMOUNT OF \$1,500,000 AND APPROPRIATING THESE FUNDS ALONG WITH THE REQUIRED MATCH IN THE AMOUNT OF \$500,000 WITHIN THE PUBLIC WORKS DEPARTMENT, CAPITAL IMPROVEMENTS DIVISION FOR SAID PROJECT

BE IT ORDAINED by the Lafayette City Council, that:

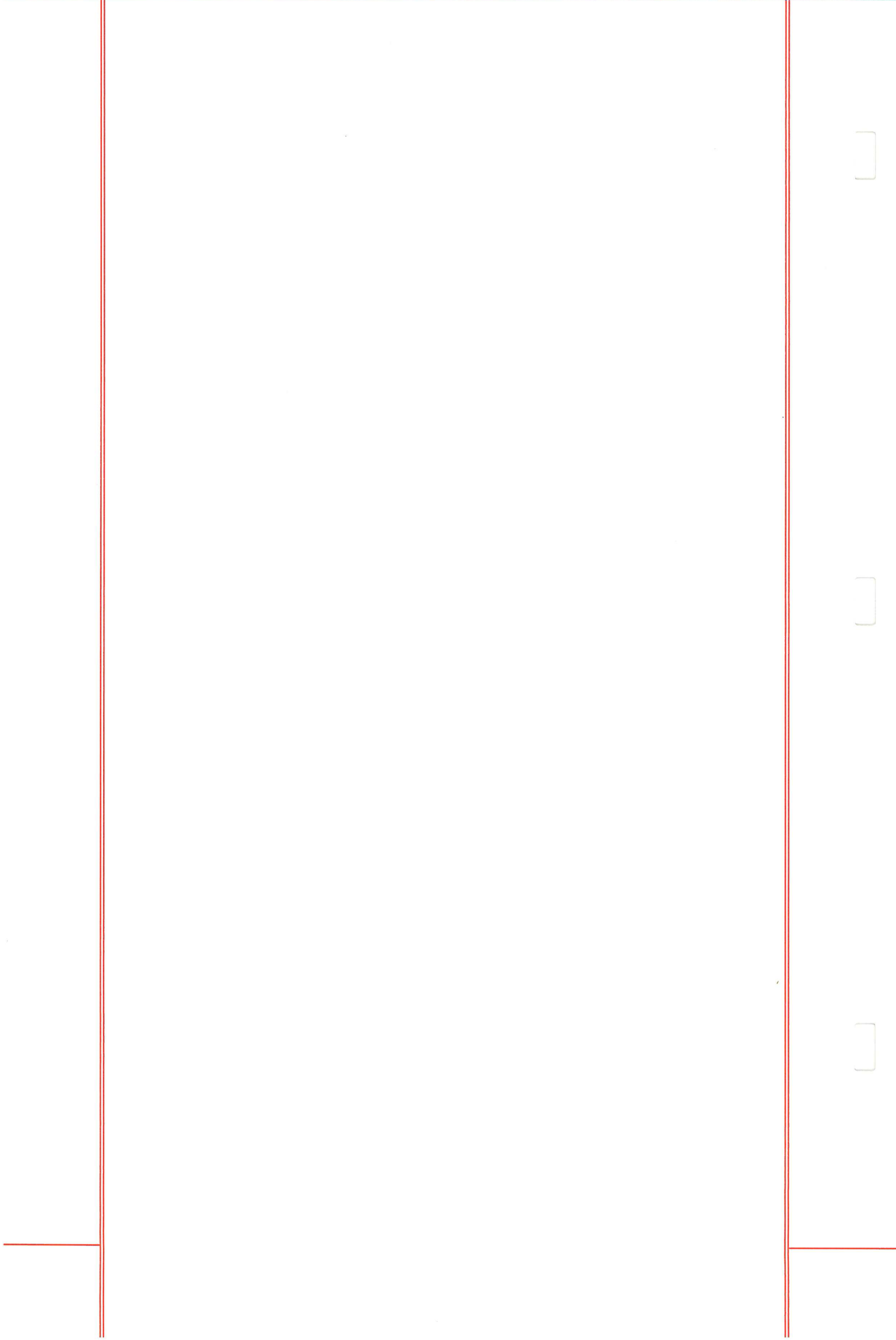
SECTION 1: The FY 21/22 capital budget of the Lafayette City-Parish Consolidated Government is hereby amended by increasing reimbursement revenues from State of Louisiana Facility Planning and Control for the Cypress Island Swamp Spoil Bank Project No. 50-J28-21-01 in the amount of \$1,500,000 and appropriating these funds along with the required match in the amount of \$500,000 within the Public Works Department, Capital Improvements Division for said project.

SECTION 2: The aforesaid adjustments shall be as reflected in any pertinent documents which are attached hereto and made a part hereof and filed in the Office of the Lafayette Clerk of Council.

SECTION 3: All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall become effective upon signature of 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.

* * * * *



Request for Disbursement

Request No. _____

Project Number: 50-J28-21-01

Grantee: Lafayette Parish

Contact Person: Lorrie Toups

Phone Number: 337-291-8202

Project Name: Cypress Island Swamp Spoil Bank Removal, Planning and Construction

***Contract Number: _____

***PO Number: _____

WBS Number ***	Invoice Number	Vendor Name	Cost Code *	G/L ***	Invoice Amount	State's % ***	State's Amount ***	Entity's Amount ***	Ineligible Amount ***
Total									

This document will hereby certify that each of these invoices on this list and attached list(s) is in accordance with the terms of the applicable contracts and/or agreements and that the services have been performed or the goods received. Furthermore, this certification also indicates compliance with the terms and conditions of the cooperative endeavor agreement by and between the State of Louisiana and the Grantee.

Certified Correct by Grantee _____ Date: 2/4/22

(Signature of Authorized Representative)

JOSHUA S. GUILLOREY
(Type or Print Name)

*Cost Code	Category	*Cost Code	Category
Real Estate RQ	Real Estate	Design Miscellaneous R1	Topo
Construction CN	Construction Services	R2	Geo
CN-TS	3rd Party Testing during Construction	R3	Environmental
Equipment EQ	Equipment	R4	Testing Lab Fees
		R5	Other Reimbursables
Design F1	Basic Design Services	A1	Additional Design Services
		MI-TS	3rd Party Testing/Lab Fees

Remit to: Michael Somme, PE, PMP

Facility Planning & Control
LA Division of Administration
Post Office Box 94095
Baton Rouge, LA 70804-9095

*** G/L = Project Expenditure Code (see tables) *** Areas for RP&C Use Only
Revised 8/31/18

Request for FP&C Concurrence in Equipment Purchase
(Required if equipment is to be procured through a bidding process)

Project Number: 50-J28-21-01	Grantee: Lafayette Parish
Project Name: Cypress Island Swamp Spoil Bank Removal, Planning and Construction	Contact Person: Lorrie Toups
	Phone Number: 337-291-8202

To be completed by Lafayette Parish

The following information is attached and Lafayette Parish requests FP&C's concurrence in purchasing equipment from _____ in the amount of \$ _____
(Supplier) (Total Bid)

- Equipment list (with specifications, if applicable)
- Certified proof of publication of advertisement for procurement
- Certified tabulation of bids or quotes with recommendation for acceptance
- Certification that the procurement was in accordance with the Public Bid Law

Grantee: _____ Date: 2/4/22
(Signature)
JOSHUA S. GUILLOREY
(Type or Print Name)

To be completed by FP&C and returned to Lafayette Parish

- FP&C concurs with the equipment purchase
(Lafayette Parish must submit a Request for Disbursement Form to draw from State funds)
- FP&C does not concur with the equipment purchase
Reason: _____

(Lafayette Parish must resolve and then submit another Request for FP&C Concurrence for the equipment purchase)
- FP&C concurs with the equipment purchase, with exceptions (see attachment)

Project Manager: _____ Date: _____
(Signature)

Remit to: Michael Somme, PE, PMP
Facility Planning & Control
LA Division of Administration
Post Office Box 94095
Baton Rouge, LA 70804-9095

Thank you for your cooperation!

Request for FP&C Concurrence in Construction Contract Award

Project Number: 50-J28-21-01 Grantee: Lafayette Parish
 Project Name: Cypress Island Swamp Spoil Bank Removal, Planning and Construction Contact Person: Lorrie Toups
 Phone Number: 337-291-8202

To be completed by Lafayette Parish

The following information is attached and the Lafayette Parish requests FP&C's concurrence in the award of the construction contract for _____ to _____
 \$ _____ (Total Bid) _____ (Contractor)

- Final construction documents (plans and specifications)
- Construction document addenda
- Certification that the cooperative endeavor agreement's ownership of property requirements have been met
- Evidence of current commitment and availability of match and/or in-kind match
- Certified proof of publication of advertisement for procurement
- Certified tabulation of bids or proposals with recommendation for award
- Certification that the procurement was in accordance with the Public Bid Law
- Other _____

Grantee: _____ Date: 2/4/22
 _____ (Signature)
JOSHUA S. GUILLORY (Type or Print Name)

To be completed by FP&C and returned to Lafayette Parish

- FP&C concurs in construction contract award
 (Lafayette Parish must submit a Request for Disbursement Form to draw from State funds)
- FP&C does not concur in construction contract award
 Reason: _____

 (Lafayette Parish must resolve and then submit another Request for FP&C Concurrence in Construction Contract Award)

Project Manager: _____ Date: _____
 _____ (Signature)

Remit to: Michael Somme, PE, PMP
 Facility Planning & Control
 LA Division of Administration
 Post Office Box 94095
 Baton Rouge, LA 70804-9095

Thank you for your cooperation!

Request for FP&C Concurrence in Real Estate Closing

Project Number: 50-J28-21-01

Grantee: Lafayette Parish

Project Name: Cypress Island Swamp Spoil
Bank Removal, Planning and
Construction

Contact Person: Lorrie Toups

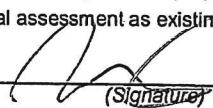
Phone Number: 337-291-8202

To be completed by Lafayette Parish

The following information is attached and Lafayette Parish requests FP&C's concurrence that the transaction is ready for closing.

- State Certified General appraisal
- Preliminary title opinion attesting that the non-state entity will have good, clear, and merchantable title upon execution of the act of sale, or title insurance
- Phase I environmental assessment, prepared by an environmental professional according to current ASTM standard practice, that also considers asbestos containing materials, lead-based paint, lead in drinking water and wetlands
- Draft act of sale with warranty that the property is free of CERCLA defined hazards and petroleum products identified in the environmental assessment as existing or suspected.

Grantee:


(Signature)

Date:

2/4/22

JOSHUA S. GUILLORY
(Type or Print Name)



To be completed by FP&C and returned to Lafayette Parish

FP&C concurs that the transaction is ready for closing
(FP&C will initiate writing a check in the amount of \$ _____)

FP&C does not concur that the transaction is ready for closing
Reason: _____

(Lafayette Parish must resolve and then submit another Request for FP&C Concurrence in Real Estate Closing)

Project Manager:

(Signature)

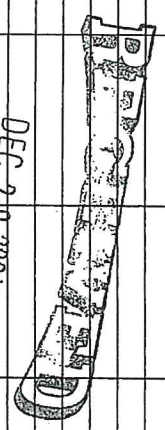
Date:

Remit to: Michael Somme, PE, PMP
Facility Planning & Control
LA Division of Administration
Post Office Box 94095
Baton Rouge, LA 70804-9095

Thank you for your cooperation!

Ordinance #: CO-008-2022

ACCOUNTING UNIT	ACCOUNT	SUB ACCOUNT	ACCOUNT DESCRIPTION	ACTIVITY	ACTIVITY DESCRIPTION	ACCOUNT CATEGORY	ADJUSTMENT AMOUNT	CURRENT GL BUDGET	ADJUSTED BUDGET	CURRENT AC BUDGET	ADJUSTED BUDGET
Fund 127	42300		PUBLIC SAFETY STATE GRANTS	127022209990001	CYP ISL SSB REM.#50-J28-21-01	42300	(1,500,000.00)	(629,020.00)	(2,129,020.00)	0.00	(1,500,000.00)
1270999	48500	401	CONTR FROM CIP FUND	127022209990001	CYP ISL SSB REM.#50-J28-21-01	48500	(500,000.00)	(185,734.00)	(685,734.00)	0.00	(500,000.00)
1275130	89000		CAPITAL OUTLAY	127022251300101	CYP ISL SSB REM.#50-J28-21-01	89000	1,500,000.00	2,974,815.00	4,474,815.00	0.00	1,500,000.00
1275130	89000		CAPITAL OUTLAY	127022251300102	CYP ISL SSB REM.#50-J28-21MTC	89000	500,000.00	4,474,815.00	4,974,815.00	0.00	500,000.00
			Sub-Total for Fund 127				0.00				
Fund 401											
4015130	89000		CAPITAL OUTLAY			89000	(500,000.00)	35,065,703.00	34,565,703.00	1,777,045.87	1,277,045.87
4010170	74000	127	INT APP-GRANTS-STATE				500,000.00	185,734.00	685,734.00		
			Sub-Total for Fund 401				0.00				
Total Adjustments							0.00				



Note: Revenue is a credit account therefore an increase is a credit (minus) and a decrease is a debit (plus). Expense is a debit account therefore an increase is a debit (plus) and a decrease is a credit (minus).

Reserve Balances (Budget Use Only)
Operating Funds

Capital Funds

Reserve Accum Use of P. Y. Fund Balance Transfer No. _____ Balance After This Transfer _____

Reserve Accum Use of P. Y. Fund Balance Transfer No. _____ Balance After This Transfer _____

WY 12/29/21
BY 12/29/21
BY 12/28/2021

DIVISION HEAD _____ DATE _____ DEPARTMENT HEAD _____ DATE _____ GET MANAGEMENT OFFICER _____ DATE 12/29/2021 MAYOR _____ DATE _____

Facility Planning and Control
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

October 6, 2021

Mr. Joshua S. Guillory
Mayor-President
Lafayette Parish
P.O. Box 4017-C
Lafayette, LA 70502
Email: ltoups@lafayettela.gov

RECEIVED
OCT 12 2021

Public Works/CID

Re: Cypress Island Swamp Spoil Bank Removal,
Planning and Construction
(Lafayette, St. Martin)
FP&C Project No. 50-J28-21-01

Dear Mr. Guillory:

Please find enclosed one (1) fully executed original of the Cooperative Endeavor Agreement between the State of Louisiana and Lafayette Parish.

You are reminded to strictly adhere to all stipulations reflected in the attached Cooperative Endeavor Agreement and the associated *Non-State Entity Capital Outlay Administrative Guidelines*, which can be accessed online at <https://www.doa.la.gov/doa/fpc/project-administration-non-state/>. You are encouraged to contact the FP&C Project Manager, Michael Somme, PE, PMP (225-219-0049, michael.somme@la.gov), to review Cooperative Endeavor Agreement stipulations and Facility Planning and Control policies.

Please use the referenced project name and number on any and all correspondence sent to this office. We ask that all communication with Facility Planning and Control be from Lafayette Parish, not direct from contracted consultants or contractors. Enclosed are forms to be used when submitting Request for Disbursement, Equipment Purchase, Construction Contract Award and Real Estate Closing.

We encourage you to sign up for Electronic Fund Transfer (EFT). Electing to use this service can result in receiving payments sooner. To enroll, please contact the Office of Statewide Reporting and Accounting Policy at (225) 342-1097.

Sincerely,

Denise Brumfield
Administrative Director

DB:sp

Enclosures

c: Lanetta Barthelemy, via email w/attachments
Michael Somme, PE, PMP, via email w/attachments

Request for Disbursement

Request No. _____

Project Number: 50-128-21-01

Grantee: Lafayette Parish

Contact Person: Lorrie Toups

Phone Number: 337-291-8202

Project Name: Cypress Island Swamp Spoil Bank Removal, Planning and Construction

***Contract Number: _____

***PO Number: _____

WBS Number ***	Invoice Number	Vendor Name	Cost Code *	G/L ***	Invoice Amount	State's % ***	State's Amount ***	Entity's Amount ***	Ineligible Amount ***
Total									

This document will hereby certify that each of these invoices on this list and attached list(s) is in accordance with the terms of the applicable contracts and/or agreements and that the services have been performed or the goods received. Furthermore, this certification also indicates compliance with the terms and conditions of the cooperative endeavor agreement by and between the State of Louisiana and the Grantee.

Certified Correct by Grantee _____ Date: _____
 (Signature of Authorized Representative)

 (Type or Print Name)

*Cost Code	Category	*Cost Code	Category
Real Estate		Design Miscellaneous	
RQ	Real Estate	R1	Topo
Construction		R2	Geo
CN	Construction Services	R3	Environmental
CN-TS	3rd Party Testing during Construction	R4	Testing Lab Fees
Equipment		R5	Other Reimbursables
EQ	Equipment	A1	Additional Design Services
Design		MI-TS	3rd Party Testing/Lab Fees
F1	Basic Design Services		

Remit to: Michael Somme, PE, PMP
 Facility Planning & Control
 LA Division of Administration
 Post Office Box 94095
 Baton Rouge, LA 70804-9095

*** G/L = Project Expenditure Code (see tables) *** Areas for FP&C Use Only

2022-08-02

Request for FP&C Concurrence in Equipment Purchase
(Required if equipment is to be procured through a bidding process)

Project Number: 50-J28-21-01

Grantee: Lafayette Parish

Project Name: Cypress Island Swamp Spoil
Bank Removal, Planning and
Construction

Contact Person: Lorrie Toups

Phone Number: 337-291-8202

To be completed by Lafayette Parish

The following information is attached and Lafayette Parish requests FP&C's concurrence in purchasing equipment from _____ in the amount of \$ _____
(Supplier) (Total Bid)

- Equipment list (with specifications, if applicable)
- Certified proof of publication of advertisement for procurement
- Certified tabulation of bids or quotes with recommendation for acceptance
- Certification that the procurement was in accordance with the Public Bid Law

Grantee: _____ Date: _____
(Signature)

(Type or Print Name)

To be completed by FP&C and returned to Lafayette Parish

FP&C concurs with the equipment purchase
(Lafayette Parish must submit a Request for Disbursement Form to draw from State funds)

FP&C does not concur with the equipment purchase
Reason: _____

(Lafayette Parish must resolve and then submit another Request for FP&C Concurrence for the equipment purchase)

FP&C concurs with the equipment purchase, with exceptions (see attachment)

Project Manager: _____ Date: _____
(Signature)

Remit to: Michael Somme, PE, PMP
Facility Planning & Control
LA Division of Administration
Post Office Box 94095
Baton Rouge, LA 70804-9095

Thank you for your cooperation!

Request for FP&C Concurrence in Construction Contract Award

Project Number: 50-J28-21-01
Project Name: Cypress Island Swamp Spoil Bank Removal, Planning and Construction

Grantee: Lafayette Parish
Contact Person: Lorrie Toups
Phone Number: 337-291-8202

To be completed by Lafayette Parish

The following information is attached and the Lafayette Parish requests FP&C's concurrence in the award of the construction contract for \$ _____ to _____ (Total Bid) (Contractor)

- Final construction documents (plans and specifications)
- Construction document addenda
- Certification that the cooperative endeavor agreement's ownership of property requirements have been met
- Evidence of current commitment and availability of match and/or in-kind match
- Certified proof of publication of advertisement for procurement
- Certified tabulation of bids or proposals with recommendation for award
- Certification that the procurement was in accordance with the Public Bid Law
- Other _____

Grantee: _____ (Signature) Date: _____
 _____ (Type or Print Name)

↓ To be completed by FP&C and returned to Lafayette Parish

- FP&C concurs in construction contract award
(Lafayette Parish must submit a Request for Disbursement Form to draw from State funds)
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Reason: _____

 (Lafayette Parish must resolve and then submit another Request for FP&C Concurrence in Construction Contract Award)

Project Manager: _____ (Signature) Date: _____

Remit to: Michael Somme, PE, PMP
Facility Planning & Control
LA Division of Administration
Post Office Box 94095
Baton Rouge, LA 70804-9095

Thank you for your cooperation!

Request for FP&C Concurrence in Real Estate Closing

Project Number: 50-J28-21-01	Grantee: Lafayette Parish
Project Name: Cypress Island Swamp Spoil Bank Removal, Planning and Construction	Contact Person: Lorrie Toups
	Phone Number: 337-291-8202

To be completed by Lafayette Parish

The following information is attached and Lafayette Parish requests FP&C's concurrence that the transaction is ready for closing.

- State Certified General appraisal
- Preliminary title opinion attesting that the non-state entity will have good, clear, and merchantable title upon execution of the act of sale, or title insurance
- Phase I environmental assessment, prepared by an environmental professional according to current ASTM standard practice, that also considers asbestos containing materials, lead-based paint, lead in drinking water and wetlands
- Draft act of sale with warranty that the property is free of CERCLA defined hazards and petroleum products identified in the environmental assessment as existing or suspected.

Grantee: _____ Date: _____
(Signature)

_____ *(Type or Print Name)*

↓ **To be completed by FP&C and returned to Lafayette Parish**

- FP&C concurs that the transaction is ready for closing
(FP&C will initiate writing a check in the amount of \$ _____)
- FP&C does not concur that the transaction is ready for closing
Reason: _____

(Lafayette Parish must resolve and then submit another Request for FP&C Concurrence in Real Estate Closing)

Project Manager: _____ Date: _____
(Signature)

Remit to: Michael Somme, PE, PMP
Facility Planning & Control
LA Division of Administration
Post Office Box 94095
Baton Rouge, LA 70804-9095

Thank you for your cooperation!



**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE STATE OF LOUISIANA and
LAFAYETTE PARISH
Cypress Island Swamp Spoil Bank Removal, Planning and Construction
(Lafayette, St. Martin)
FP&C Project No. 50-J28-21-01**

In accordance with Article VII, Section 14 of the 1974 Constitution of the State of Louisiana (Constitution), the **STATE OF LOUISIANA** (State), herein represented by **JASON D. SOOTER, DIRECTOR, FACILITY PLANNING AND CONTROL, DIVISION OF ADMINISTRATION (DOA)**, and **LAFAYETTE PARISH** (Entity), a political subdivision of the State, herein represented by **JOSHUA S. GUILLORY, MAYOR-PRESIDENT** do hereby enter into a Cooperative Endeavor Agreement (Agreement) to serve the public for the purposes hereinafter declared.

ARTICLE I

1.1 WHEREAS, the Capital Outlay Act (Act), adopted in accordance with Article VII, Section 6 of the Constitution, is the comprehensive capital outlay budget required by said Article VII, Section 6, and contains an appropriation for the Entity for the Project Number and Project Description (Project) as set forth in a State Funding Summary ("Funding Summary") attached hereto for reference only; and

1.2 WHEREAS, the Omnibus Bond Act of the Louisiana Legislature (OBA), adopted in accordance with Article VII, Section 6 of the Louisiana Constitution of 1974, provides for the issuance by the State Bond Commission of State General Obligation Bonds for certain of the projects contained in the Act, including the Project, which bonds are to be secured by a pledge of the full faith and credit of the State, as well as by monies dedicated to and paid into the Security and Redemption Fund as provided in Article VII, Section 9 of the Constitution, which authorization includes the issuance, if applicable, of State General Obligation Bonds for the Project (Project Bonds) as set forth in the Funding Summary; and

1.3 WHEREAS, if applicable, the Entity has supplied the State with evidence of the availability and commitment of Local, Federal or Non-State Matching Funds for the Project, as set forth in the Funding Summary; and

1.4 WHEREAS, the State appropriated State General Fund (Direct) or other sources of cash for the Project or the Bond Commission did grant a cash line of credit and/or a non-cash line of credit for the Project in the amount(s) as stated in the Funding Summary; and

1.5 WHEREAS, the Act provides that all of the funds appropriated, in the absence of express language to the contrary, shall be considered as having been appropriated directly to FP&C and shall be administered by FP&C under Cooperative Endeavor Agreements;

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

**ARTICLE II
PURPOSE**

2.1 The purpose of this Agreement is to set forth the terms of administering the Project by FP&C. FP&C will administer this Project in accordance with the Non-State Entity Capital Outlay Administrative Guidelines, January, 2019 ed. (the "Guidelines"), which is incorporated herein and made a part of this Agreement. As required by Section 147(e) of the Internal Revenue Code of 1986, as amended. The Entity hereby understands and agrees that, in addition to requirements of the Guidelines, no proceeds of the Project Bonds can or will be used for airplanes, skyboxes or luxury private boxes, health club facilities, facilities primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

**ARTICLE III
SCOPE**

3.1 As provided in the Act, the State funds for this Project are limited to capital improvements for the Project, in the Parish, and in the amounts set forth in the Funding Summary.

3.2 If the Entity enters into a contract prior to receipt of funding and prior to execution of a Cooperative Endeavor Agreement, then payments under such contracts are prohibited from capital outlay appropriations and are the sole responsibility of the Entity.

3.3 The Entity hereby acknowledges and confirms that this Project constitutes a **Public Purpose** and will fulfill a public need within the parish in which the Project is to be located, all in accordance with Article VII, Section 14 of the Constitution.

3.4 Allowable costs shall not include the operating expenses of the Entity. In no case shall the total of any of the allowable costs exceed the amount shown in the Funding Summary.

ARTICLE IV USE OF FUNDS

4.1 The Entity hereby acknowledges and agrees that the funds provided by the State to the Entity shall be used solely for the purposes authorized and permitted in the Act and in accordance with all provisions of law affecting the Project, as well as the constitutional and statutory restrictions on the use of State funds for public purposes. The Entity acknowledges that any funds not used in accordance with the terms of this Agreement and state law will be reimbursed to the State.

4.2 The Entity shall not execute any contracts or agreements that would expend or commit State funds in excess of the amount for which lines of credit were granted pursuant to the Act. The Entity shall be solely responsible for any amount that exceeds the amount appropriated by the State.

4.3 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity shall not take any action which would have the effect of impairing the tax exempt status of the Project Bonds. The Entity agrees that the proceeds will not be used directly or indirectly in any trade or business carried on by any person other than a governmental unit. The Entity further agrees that the proceeds will not be used directly or indirectly to provide a facility used by any person other than the Entity pursuant to a lease, management contract, requirements contract or other arrangement granting, directly or indirectly, an interest in or special legal entitlement to the Project to a person other than the Entity, unless the State receives an opinion from a nationally recognized bond counsel that such contract will not adversely affect the tax-exempt status of the Project Bonds. The Entity shall immediately notify the State prior to entering into any such contract.

4.4 The Entity shall make no changes in its local laws, bylaws, charter or other organizational documents which would allow use of the Project for any purpose other than a public purpose.

ARTICLE V ADMINISTRATIVE COSTS

5.1 Notwithstanding any provision of this contract to the contrary, FP&C may use up to six percent of each State fund line item contained in the Funding Summary for costs associated with administering the Project, all in accordance with the provisions of the Act.

ARTICLE VI PUBLIC BID LAWS

6.1 The Entity will solicit bids for the services, labor and materials needed to construct said Project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, *et seq.*, applicable to political subdivisions of the State. The Entity will also keep a procurement file relative to the necessary acquisition of services, labor and materials needed to complete said Project which will be subject to review by the State at any time.

ARTICLE VII COORDINATION

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

7.2 The participation by FP&C in the Project shall in no way be construed to make FP&C a party to any contract between the Entity and its contractors.

ARTICLE VIII
CHANGE ORDERS

8.1 A change order for the Project shall be subject to the approval of FP&C. However, as per R.S. 39:126, one or more change orders that cause an excess in the aggregate of *One Hundred Thousand Dollars (\$100,000)* per month shall also require the approval of the Joint Legislative Committee on the Budget ("Committee") and the Commissioner of Administration or his designee. Any change order in excess of fifty thousand dollars but less than one hundred thousand dollars shall be submitted to the Joint Legislative Committee on the Budget for review but shall not require Committee approval.

ARTICLE IX
HOLD HARMLESS AND INDEMNITY

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

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

9.3 The Entity further agrees and obligates itself, its successors and assigns, to indemnify and hold harmless the State for any monetary consequences resulting any Project Bonds issued by the State or interest therein being declared taxable as a result of the Entity's actions or inactions hereunder.

ARTICLE X
DISBURSEMENT OF FUNDS

10.1 After execution of this Agreement in accordance with the terms hereof and the Act, the State, through FP&C, shall provide the Entity, identified under the Federal Tax Identification Number as set forth in the Funding Summary, with funds on an *as-needed* basis as approved by FP&C, but not to exceed the total Capital Outlay Cash, less FP&C Administration fee, as set forth in the Funding Summary. The Entity shall not be entitled to reimbursement of any expenditures made prior to the issuance of a cash line of credit or receipt of cash funding.

10.2 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity agrees to use its best efforts to expend all of the funds subject to this Agreement within two (2) years from the date of the issuance of the Project Bonds. FP&C agrees that it will notify the Entity of the date the Project Bonds are issued within one (1) month from the issuance thereof. The Entity understands and agrees that if the funds subject to this Agreement are not totally expended within two (2) years from the issuance of the Project Bonds, FP&C can close the Project and recommend that the Legislature reallocate any unexpended proceeds to other projects.

10.3 The Entity recognizes and agrees that the receipt of the State monies is contingent upon the receipt, pledge and expenditure of Local/Federal Matching Funds by the Entity in the amount stated in the Funding Summary. The Entity acknowledges and agrees that the requisite amount of matching funds has been received, pledged, and/or expended on the Project.

10.4 In the event funds subject to this Agreement represent a non-cash line of credit as set forth in the Funding Summary, the Entity understands that the funds so designated represent a non-cash line of credit and that no monies can be withdrawn from the Treasury for the non-cash line of credit unless and until the State Bond Commission has either issued bonds or a cash line of credit therefor.

ARTICLE XI
OWNERSHIP OF PROPERTY

11.1 The Entity hereby covenants that it owns, will acquire title to, or obtain servitudes for the property upon which the Project is to be located and that it shall not, while any of the Project Bonds remain outstanding, or during the term of this Agreement, transfer, convey, sell, lease, mortgage, assign or otherwise alienate its ownership or servitude rights in the land or real property and appurtenances which constitute the Project except as provided in

Section 4.3. Projects to be located by permits on existing property of the State or a political subdivision of the State are exempt from these ownership requirements.

11.2 The Entity shall not sell, transfer, or otherwise dispose of any of the facilities financed with the Project Bond proceeds prior to the end of the Term, except such minor parts or portions thereof as may be disposed of due to normal wear and tear and obsolescence.

ARTICLE XII **INSURANCE**

12.1 If State funds for this Project are used in whole or in part towards construction of fixed insurable improvements, then upon completion of construction, the Entity shall, for the term of this Agreement, maintain or cause to be maintained property insurance issued by a company or companies admitted to do business in the State of Louisiana, in an amount equal to 100% of the replacement cost of such improvements.

12.2 If the property is located in a Special Flood Hazard Area, flood insurance equal to 100% of the value of the building or up to a minimum of \$500,000 as allowed by National Flood Insurance Program (NFIP) shall be obtained on this property. This includes properties shown on a Flood Insurance Rate Map (FIRM) issued by FEMA as Zone A, AO, A1-30, AE, A99, AH, VO, V1-30, VE, V, ZM, or E.

ARTICLE XIII **PLEDGE OF LEASE REVENUES**

13.1 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity hereby covenants and agrees that it shall not, while any portion of the Project Bonds issued by the State to fund the Project remain outstanding, enter into any agreement or otherwise covenant to directly pledge to the State any lease revenues from any lessee, its successors or assigns, for the payment of principal, interest or other requirements with respect to the Project Bonds, nor shall the Entity deposit any such lease revenues into the Bond Security and Redemption Fund of the State unless the State receives an opinion from a nationally recognized bond counsel that such contract and/or deposit of funds will not adversely affect the tax-exempt status of the Project Bonds.

ARTICLE XIV **TERM**

14.1 The provisions of this Agreement shall be effective from the date of execution hereof and shall be binding upon all parties and shall remain in effect until FP&C determines that the project(s) for which funds are appropriated is completed or for as long as any Project Bonds issued for the Project, or any refunding bonds therefor, remain outstanding.

ARTICLE XV **TERMINATION**

15.1 FP&C may terminate this Agreement for cause based upon the failure of Entity to totally spend all funds subject to this Agreement within two years from the execution of this Agreement or, if applicable, within two years from the issuance of any Project Bonds or for any act by the Entity that the State determines to be unlawful or in violation of this Agreement.

15.2 FP&C may terminate this Agreement at any time without penalty by giving thirty (30) days written notice to the Entity of such termination. Entity shall be entitled to payment for deliverables in progress to the extent work has been approved by FP&C and subject to the availability of funds.

ARTICLE XVI **AVAILABILITY OF FUNDS**

16.1 The availability of funds set forth in the Funding Summary are subject to and contingent upon appropriation of funds by the legislature and, if applicable, issuance of a line of credit by the State Bond Commission.

ARTICLE XVII **ASSIGNMENT**

17.1 Entity shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the FP&C.

ARTICLE XVIII
AUDIT

18.1 As provided in the Act, the Entity agrees to comply with the provisions of R.S. 24:513. The Act provides that no funds shall be released or provided to the Entity if, when and for as long as the Entity fails or refuses to comply with R.S. 24:513.

18.2 The Entity shall maintain appropriate financial records, and the State reserves the right to audit these records or require the Entity to provide an audit at any time. The Entity agrees to retain all books, records, and other documents relevant to this Agreement and the funds expended hereunder for at least three years after maturity of any Project Bonds, including bonds issued by the State to refinance such Project Bonds (such term of Project Bonds is expected to be not less than 20 years).

18.3 The Entity agrees to comply with the provisions of La. R.S. 24:513 (H)(2)(a) and shall designate an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.

ARTICLE XIX
REQUIRED MATCH

19.1 Pursuant to LA R.S. 39:112(E)(2), Entity agrees to provide a match of not less than twenty-five (25) percent of the total requested amount of funding except as provided in LA R.S. 39:112(E)(2)(a) or (b).

ARTICLE XX
AMENDMENT OF AGREEMENT

20.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties.

ARTICLE XXI
REVISIONS TO STATE FUNDING SUMMARY

21.1 FP&C may revise the Funding Summary based on the appropriation in the most current Capital Outlay Act and, if applicable, the issuance of a line of credit by the State Bond Commission.

ARTICLE XXII
PROJECT CLOSEOUT

22.1 The Entity shall submit to FP&C a final Request for Disbursement with all invoices, payment applications, change order, etc., on any contract for which FP&C has obligated funding. The Entity shall also submit to FP&C a statement that no additional funds are due to the Entity under this appropriation. Said final Request for Disbursement and statement shall be submitted not later than eighteen (18) months after the date of substantial completion or acceptance of the project.

22.2 Should the Entity fail to submit the final Request for Disbursement within the time period specified in Section 22.1, then FP&C will consider all obligations as being paid in full to the Entity and the project will be closed.

THUS DONE AND SIGNED, this 6th day of October, 2021,
at BATON ROUGE, Louisiana.

WITNESSES:

[Signature]
FP&C Witness #1 Sign Here
[Signature]
FP&C Witness #2 Sign Here

STATE OF LOUISIANA

BY: [Signature]
JASON D. SOOTER
FP&C DIRECTOR
DIVISION OF ADMINISTRATION

THUS DONE AND SIGNED, this 24th day of September, 2021,
at Lafayette, Louisiana.

WITNESSES:

[Signature]
Entity Witness #1 Signature
Debbie Sonnier
Entity Witness #1 Printed Name

LAFAYETTE PARISH

BY: [Signature]
JOSHUA S. GULLORY
MAYOR-PRESIDENT

[Signature]
Entity Witness #2 Signature
Harvette H. Ortega
Entity Witness #2 Printed Name

20-00 0 0000

FUNDING SUMMARY

**THE STATE OF LOUISIANA and
Lafayette Parish
Cypress Island Swamp Spoil Bank Removal, Planning and Construction
(Lafayette, St. Martin)
FP&C Project No. 50-J28-21-01**

REVISION NO. _____ Date: _____

485	2021	Gen Fund Non-Recurring	\$1,250,000			\$1,250,000
485	2021	Gen Fund	\$250,000			\$250,000
TOTAL			\$1,500,000		\$500,000	\$2,000,000
		FPC ADMIN.	\$67,500			

Federal Tax Identification for Entity: 72-1335255

Notes:

1. Planning costs shall not exceed 10% of Construction costs. Miscellaneous costs shall not exceed 5% of Construction costs.
2. Capital Outlay Cash includes General Funds, NRP Bonds, Cash Line of Credit and/or Bonds sold.
3. Total in "Other" column equals required 25% match as reflected in Article XIX.
4. The estimated cost of construction is \$3,600,000.00 per the 2021-22 Capital Outlay Request.



RECEIVED

DEC 29 2021

Lafayette Consolidated Government
Chief Administrative Officer

Internal Memorandum

Public Works Department
Director's Office (5200)

TO: Cydra Wingerter

DATE: December 15, 2021

FROM: Chad Nepveaux

SUBJECT: Cypress Island Swamp Spoil Bank
Agenda Item

The attached ordinance recognizes reimbursable revenues from the State of Louisiana Facility Planning and Control in the amount of \$1,500,000, along with the required match of \$500,000, which will be appropriated to the Cypress Island Swamp Spoil Bank under the Department of Public Works, Capital Improvements Division.

If you concur, please place this item on the next appropriate Council Agenda for introduction.

Should you have any questions, please advise.

Chad Nepveaux
Director of Public Works

JCN/iv

Attachment: Agenda Item Submittal Packet

c: Scott Joubert 
Jessica Cornay
Fred Trahan

RECEIVED
DEC 29 2021
LAFAYETTE CONSOLIDATED GOVERNMENT
CFO-OFFICE OF FINANCE & MGMT

LAFAYETTE CITY COUNCIL MEETING

AGENDA ITEM SUBMITTAL FORM

1) JUSTIFICATION FOR REQUEST: An ordinance of the Lafayette City Council amending the FY 21/22 capital budget of the Lafayette City-Parish Consolidated Government by increasing reimbursement revenues from State of Louisiana Facility Planning and Control for the Cypress Island Swamp Spoil Bank Project No. 50-J28-21-02 in the amount of \$1,500,000 and appropriating these funds along with the required match in the amount of \$500,000 within the Public Works Department, Capital Improvements Division for said project.

2) ACTION REQUESTED: Adoption of Ordinance

3) COUNCIL DISTRICT(S) (if applicable): _____

If this involves a budget revision, please complete a budgetary revision form.

4) REQUESTED ACTION OF COUNCIL:

A) INTRODUCTION: January 18, 2022

B) FINAL ADOPTION: February 1, 2022

5) DOCUMENTATION INCLUDED WITH THIS REQUEST:

A) Cover Memo (1 page)

B) Submittal Form (1 page)

C) Ordinance (1 page)

D) Budget Revision (1 page)

E) Executed CEA Copy (12 pages)

6) FISCAL IMPACT:

X Fiscal Impact (Explain)

Increase reimbursement revenues in the amount of \$1,500,000 and appropriating to the Cypress Island Swamp Spoil Bank project

_____ No Fiscal Impact

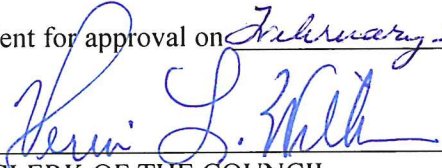

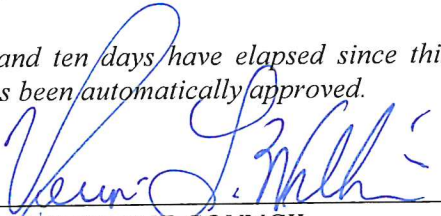
RECOMMENDED BY:

[Signature]
DIRECTOR OF PUBLIC WORKS

APPROVED FOR AGENDA:

[Signature]
CHIEF ADMINISTRATIVE OFFICER

DISPOSITION OF ORDINANCE NO. CO-008-2022

1. This ordinance was introduced: January 18, 2022
YEAS: Naquin,
Hebert, Cook, Lazard
NAYS: None
ABSENT: Lewis
ABSTAIN: None
- Final disposition by Council:
February 1, 2022
YEAS: Lewis, Naquin,
Hebert, Cook, Lazard
NAYS: None
ABSENT: None
ABSTAIN: None
2. Notice of Public Hearing: This ordinance was published by Title and Notice of Public Hearing was published in the Advertiser on January 21, 2022.
3. This ordinance was presented to the Mayor-President for approval on February 2, 2022, at 10:30 o'clock a.m.
- 
CLERK OF THE COUNCIL
4. Disposition by Mayor-President:
I hereby:
- A. Approve this ordinance, the 4 day of February, 2022, at 2:00 o'clock p.m.
- B. Veto this ordinance, the _____ day of _____, 2022, at _____ o'clock ____m., veto message is attached.
- C. Line item veto certain items this _____ day of _____, 2022, at _____ o'clock ____m., veto message is attached.
- 
MAYOR-PRESIDENT
5. Returned to Council Office with veto message on February 8, 2022, at 8:31 o'clock a.m.
6. Reconsideration by Council (if vetoed):
On _____, 2022, the Council did/refused to adopt this ordinance after the Mayor-President's veto.
7. Returned to the Council Office without signature of Mayor-President (*unsigned*) on _____, 2022, at _____ o'clock ____m.
- If not signed or vetoed by the Mayor-President, and ten days have elapsed since this ordinance was presented to him for action, same has been automatically approved.*
- 
CLERK OF THE COUNCIL
8. Full publication of this ordinance was made in the Advertiser on February 4, 2022.

