

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

**City of Shreveport**, acting by and through M. Thomas Arceneaux, its Mayor, (hereinafter referred to as Mayor).

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 City of Shreveport in accordance with its application to the Water Sector Program;

**WHEREAS**, City of Shreveport and DOA wish to enter into this Cooperative Endeavor Agreement in an effort to establish a contractual relationship for the purpose of funding City of Shreveport' 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 City of Shreveport hereby agree as follows:

**OBLIGATIONS OF THE STATE**

The Louisiana Division of Administration, through the Office of Community Development (DOA-OCD), shall transfer to City of Shreveport the price and sum of \$5,840,250 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 City of Shreveport Funds will only be disbursed by DOA-OCD upon City of Shreveport' satisfactory completion of all documentation requirements, which are set forth below.

**OBLIGATIONS OF City of Shreveport**

City of Shreveport 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, City of Shreveport 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 City of Shreveport.

#### **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

M. Thomas Arceneaux  
City of Shreveport  
505 Travis Street  
Shreveport, Louisiana 71101

#### **TAXES**

City of Shreveport hereby agrees that the responsibility for payment of any taxes from the funds thus received under this agreement shall be City of Shreveport' obligation and identified under Federal tax identification number 726001326.

### **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, City of Shreveport 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 City of Shreveport 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, City of Shreveport 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 City of Shreveport

### **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**

The City of Shreveport 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**

City of Shreveport 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 City of Shreveport 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 City of Shreveport 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. City of Shreveport 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 the City of Shreveport within 30 days after receipt by the City of Shreveport. Failure of the City of Shreveport 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. The City of Shreveport hereby agrees to have an annual agency audit conducted in accordance with current City of Shreveport policy concerning City of Shreveport 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. City of Shreveport 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**

City of Shreveport 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.

City of Shreveport agrees to comply with all civil rights laws in the performance of its obligations under this Agreement. In accordance with the foregoing, City of Shreveport has reviewed and executed the Assurances of Compliance with Civil Rights Requirements, attached hereto as Exhibit A. Any act of unlawful discrimination committed by City of Shreveport or its contractors, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

City of Shreveport agrees to comply with all labor laws in the performance of its obligations under this Agreement. Specifically, City of Shreveport 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 City of Shreveport or its contractors shall be grounds for termination of this Agreement or other enforcement action.

No member, officer, or employee of City of Shreveport, or agents, consultant, member of the governing body of City of Shreveport 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 City of Shreveport:**

\_\_\_\_\_  
M. Thomas Arceneaux  
Mayor

Date: \_\_\_\_\_