

AGENDA
City of Monroe

LEGAL & REGULAR SESSION – FEBRUARY 13, 2024, 6:00PM
CITY COUNCIL CHAMBERS CITY HALL

I: ROLL CALL AND DECLARE QUORUM:

II: INVOCATION & PLEDGE OF ALLEGIANCE – MS. WOODS:

III: COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

1. Mr. Harvey
2. Mrs. Ezernack
3. Ms. Woods
4. Mr. Marshall
5. Mrs. Dawson
6. Mayor Ellis

IV: APPROVE MINUTES OF THE LEGAL AND REGULAR SESSION OF JANUARY 22, 2024:
(PUBLIC COMMENTS)

V: PRESENTATION:
NONE.

VI: PUBLIC HEARINGS:
NONE.

PROPOSED CONDEMNATIONS:
(Public Comment)

1. 1012 Louise Anne Avenue (D4) (Owners – Finley Group, LLC)
2. 1010 Louise Anne Avenue (D4) (Owners – Finley Group, LLC)
3. 409 South 10th Street (D4) (Owners – Finley Group, LLC)

VII: ACCEPTANCE OR REJECTION OF BIDS:

(Public Comment)

(a) Adopt a Resolution accepting the base bid of Bentz Construction Group, LLC, in the amount of \$1,553,375.40, for the DeSiard Street Improvements (S. Grand St. to N. 6th S.) Phase I Project and authorizing a city representative to enter into and execute a contract for said work.

VIII: RESOLUTIONS AND MINUTE ENTRIES:

1. Council:

Public Comment:

(a) Adopt a Resolution authorizing Addendum No. 2 to the Cooperative Endeavor Agreement between the City of Monroe and Free Me Association d/b/a Monroe City Academy League (MCAL) and further providing with respect thereto. (Woods)

2. Department of Administration:

Public Comment:

- (a) Consider one (1) Renewal Applications for a New 2024 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.
- (b) Consider one (1) Renewal Applications for a New 2024 Class B Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.
- (c) Consider an Application by the Hideout Lounge Monroe, LLC dba The Hideout, 21 Louisville Ave., Monroe LA 71201 for a New 2024 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupy Cleared)
- (d) Consider an Application by the Randall Garvin dba Randall's Captain Avery Seafood & Specialty Meats, 2607 Ferrand St., Monroe LA 71201 for a New 2024 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupy Cleared)
- (e) Adopt a Resolution accepting the RFQ Response of PPM Consultants, Inc. to provide cleanup planning, engagement activities, cleanup/abatement activities, grant management, and reporting activities evaluation for the Candy Company Cleanup Project and further providing with respect thereto.
- (f) Adopt a Resolution accepting the RFQ Response of Campo Architecture and Interior Design LLC to provide Historic Preservation Architectural Services for the Cooley House Rehabilitation Project and further providing with respect thereto.

3. Department of Planning & Urban Development:

Public Comment:

- (a) Adopt a Resolution authorizing an addendum to an Agreement between the City of Monroe and Community Housing Development Organization (CHDO) AHAYAH Community Development Corporation, Inc. for \$54,510.00 in home partnership funds and further providing with respect thereto.

4. Legal Department:

Public Comment:

None.

5. Mayor's Office:

Public Comment:

None.

6. Department of Public Works:

Public Comment:

- (a) a Resolution approving Amendment No. 2 to Work Authorization (MLU.017) between the City of Monroe and KSA Engineers, Inc., related to the rehabilitation of the airfield lighting at the Monroe Regional Airport and further providing with respect thereto.
- (b) a Resolution authorizing Mayor Friday Ellis to accept any grant offers that do not require matching funds for the Monroe Regional Airport from the Federal Aviation Administration through December 31, 2024, and further providing with respect thereto.

7. Department of Community Affairs:

Public Comment:

None.

8. Police Department:

Public Comment:

(a) Adopt a Resolution accepting \$20,000.00 in funding from the United States Department of Justice for the 2022 Project Safe Neighborhoods Program and further providing with respect thereto.

9. Fire Department:

Public Comment:

None.

10. Engineering Services:

Public Comment:

(a) Adopt a Resolution authorizing a designated city representative to execute Change Order No. Twelve (12) for the Water Treatment Plant Renovation and Expansion Project for an increase in the contract amount of \$351,661.49 and further providing with respect thereto.

(b) Adopt a Resolution approving the commitment of funds for the Louisiana Watershed Program CDBG - MIT Grant for the West Parkview Drainage Improvements Project, and further providing with respect thereto.

(c) Adopt a Resolution approving a Cooperative Endeavor Agreement between the city of Monroe and the State of Louisiana, Office of Community Development, for the Monroe Regional Airport Offsite Drainage Improvements Project and further providing with respect thereto.

(d) Adopt a Resolution authorizing Mayor Friday Ellis to enter into and execute a Non-Federal Reimbursable Agreement with the Federal Aviation Administration related to the Kansas Lane – Garrett Road Connector and I-20 Improvements Project and further providing with respect thereto.

BREAK IF NEEDED:

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:

(a) Introduce an Ordinance authorizing the City of Monroe to enter into a Joint-Use Agreement with La DOTD for parking adjacent to Ouachita Grand Plaza and further providing with respect thereto. (Legal)

(b) Introduce an Ordinance approving a Collective Bargaining Agreement between the City of Monroe and the International Union of Police Associations, Local No. 81, AFL-CIO and further providing with respect thereto. (Police Dept.)

X: RESOLUTIONS AND ORDINANCES FOR SECOND READING AND FINAL ADOPTION AND SUBJECT TO PUBLIC HEARING:
NONE.

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.

City Hall, Monroe, Louisiana
January 22, 2024
6:00 p.m.

There was a legal and regular session of the City Council of the City of Monroe, Louisiana held on this date at the Council's regular meeting place, the Council Chamber, City Hall Building, Monroe, Louisiana.

The Honorable Chairman Ezernack, called the meeting to order. She then asked the clerk to call roll.

There were present: Mr. Harvey, Mrs. Ezernack, Ms. Woods, Mr. Marshall, and Mrs. Dawson

There was absent: None.

Chairman Ezernack announced that a quorum was present, and that the Invocation and the Pledge of Allegiance would be led by Mrs. Ezernack or her designee.

The Invocation was led by Mr. Curt Kelly, Director of Purchasing.

COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

Mr. Harvey had no announcements.

Ms. Woods said that it was good to be back and thanked everyone for all the prayers, phone calls, and texts she and her family were going through. She mentioned while she was watching television this morning, they mentioned Mr. John Terry that works at Walmart as a door greeter, and she wanted to say publicly that he is an amazing man. She said that whether it was rain, sunshine, sleet, or snow that he was going to be there and do his job and a video of him saying that had gone viral and she wanted to say congratulations to Mr. John and all that he does. She also said to her constituents in District 3, she wanted to thank them for their vote of confidence in her leadership abilities that she brings to this Council, by allowing her to come back unopposed and for that she is eternally grateful. She said they have her word; she will keep her promise and do whatever she needs to do to make District 3 the best community it can be.

Mr. Marshall thanked everyone for coming out and watching via social media. He announced that Saturday, January 27th at 5pm, the Krewe de Riviere Mardi Gras Parade will be rolling downtown. He said that there will be an all-day festivity at the River Market. The children and pet parades will be around 2pm, there will be tons of games and vendors there at the River Market so if you are not busy, he encourages everyone to come out and enjoy. He mentioned they will have the World Fame Grambling State University Band and other local and surrounding area bands. He said the Black Creative Circle is starting their kid's club on February 12th at 5pm at The Sugar Gallery on 131 Art Alley. This was a program they started last year, and they had 20 kids that attended where they did some introductory arts and crafts and it was completely successful, so they decided to do it again this year. He also mentions that at Emily P. Robinson Recreation Center they are offering pottery, sewing, and computer classes, please be on the lookout for some dates and times concerning those classes. Mr. Floyd is excited and ready to teach the kids a few things about pottery, especially with the new room they have set up for the classes. He said that the dates and times will be posted on social media.

Mrs. Dawson thanked everyone for attending and watching. She thanked Ouachita Green and the City of Monroe; this past Friday we celebrated Arbor Day. Arbor Day means you plant trees. On Friday they planted a couple of sweet bay magnolia trees at the Benoit Recreation Center at the Sister Margaret Sanders-Jackson Playground, which was something big and they are getting ready to work on getting some trees planted at Emily P. Robinson Recreation Center as well. She announced to mark your calendars for this event, she has decided to publicize it early, the Alzheimer's Association Walk will be on Saturday, September 28th, 2024. She already has a team assembled and if you are interested in joining the team or giving a donation, it will be posted on Councilwoman Kema Dawson and the Monroe City Council's page on Facebook or go to the Alzheimer's Association page and find Councilwoman Kema Dawson's name and join her team. Last year's walk was a success and there was an awesome time had, so this year she would like to make it better than it was last year. She also announced that on Sunday, February 4th at 5pm, Donterrio Anderson presenting a Musical titled Celebrating Who We Are for Black History

Month, at The Glory Church on Highway 15, the attire for this event is formal, so if you are not doing anything please come out and celebrate Who We Are.

Chief Jimmie Bryant, Chief Operating Officer, sitting in for Mayor Friday Ellis stated the Mayor wanted to express his thanks to all the citizens for being patient during the inclement weather the City had last week, and he wanted to thank all the employees for all their hard work. He said there were a lot of busted pipes that resulted in low water pressure and other issues that they had to deal with, and he wanted to acknowledge their hard work and the citizens patience.

Mrs. Ezernack wanted to remind everyone of her theme for this year 2024, Kindness, Caring, and Peace and that we need to remember that it starts with us and to please spread that word to others. She believes that if we took on any of those attributes, we all would be a lot better. She announced that Mr. John Ross that used to be with Community Affairs, passed away a couple of weeks ago. She said that he was a fine man that was here when she first came on the Council and he was eager to help her with any problem that she had, he will be deeply missed and to keep his family in prayer. She also mentioned that Mr. Janway's son Trey also passed away as well, so please keep him and his wife in prayer. She also wanted to thank the Water Distribution and those essential workers that were out in the field during last week's freeze, sleet, ice, and snow that kept us at home several days and what they did for us by keeping the water pressure what it was, because we could have gone to a boil order and it could have been worse, so again she thanks them for their many hours spent working to keep us all safe.

Upon a motion of Mrs. Dawson and seconded by Mr. Harvey, the minutes of the Legal and Regular session of January 9, 2024, were approved. (Ms. Woods abstained. She was not present at the last City Council meeting.) (There were no public comments).

Proposed Condemnations:

The following condemnations were removed:

Upon motion of Mr. Harvey, seconded by Mr. Marshall and unanimously approved the removal of items 1 – 4 from the agenda. (There were no public comments.)

(1) 1012 Louise Anne Avenue (D4) (Owners – Finley Group, LLC)

(2) 505 Moore Avenue (D4) (Owners – Sunshine Properties)

(3) 4112 Ponder Street (D3) (Owners – 1st Lady Properties, LLC)

(4) 1408 South 9th Street (D4) (Owner – Shakeitha Williams)

Ms. Woods asked why we are removing these items from the agenda.

Mr. Brandon Creekbaum, City Attorney, said they were notified back in December for the Council meeting on January 23rd and after those notices were sent, the Council meeting was moved to today January 22nd. He stated those notices were invalid once the date was changed.

ACCEPTANCE OR REJECTION OF BIDS:

Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved Resolution No. 8655 accepting the base bid of and awarding the contract to Dixie Overland Construction, LLC, for the replacement of Bayou Bartholomew Pump No. 2 Project and further providing with respect thereto. (There were no public comments.)

RESOLUTIONS AND MINUTE ENTRIES:

Council:

Upon motion of Mrs. Dawson, seconded by Mr. Harvey and unanimously approved Resolution No. 8656 granting an exception to the Open Container Ordinance to the Twin City Art Foundation for hosting a Public Reception for an Exhibition Opening at the Masur Museum of Art pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto. (There were no public comments.)

Department of Administration:

Upon motion of Mrs. Dawson, seconded by Mr. Harvey and unanimously approved Resolution No. 8657 providing for Canvassing the Returns and declaring the results of the Special Election

held in the City of Monroe, State of Louisiana, on Saturday, November 18, 2023, and to promulgate the results thereof.

Ms. Woods wanted to have clarification for the sake of those who were watching and in attendance at the meeting about what this is about.

Mr. Bill Boles, 1880 Avenue of America, Monroe, LA, said that it is a stepping process of the election had in the City last November for recreation, drainage, and for safety purposes. He said these were not new taxes, but they were renewal same tax that was out before. He said that this is just the step where the City Council has to reclaim that they accept these results as just a routine step in the election process. He noted once this part is completed, they will take it to Baton Rouge and then it will be filed.

Ms. Woods said that she appreciated him explaining and giving her clarity about it. She said that if she didn't understand completely, the citizens probably didn't either, she thanked him again.

Mr. Marshall wanted to know on the proclamation page, where it says that everything is dually passed it says proposition one on all three of them, is there a typo error.

Mr. Boles said yes, that is a typo, and they will correct it.

Upon motion of Mr. Marshall, seconded by Ms. Woods and unanimously approved to consider a request from the Purchasing Division for authorization for an authorized city representative to advertise for bids for a 2023 Aerial Manlift Bucket Truck. Funding for this item will come from the Capital Fund. (There were no public comments.)

Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved to consider (6) Renewal Applications for a New 2024 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (There were no public comments.)

Upon motion of Mrs. Dawson, seconded by Mr. Harvey and unanimously approved to consider five (5) Renewal Applications for a New 2024 Class B Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (There were no public comments.)

ADD-ON: Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved to add item (e) to consider request from The City of Monroe Purchasing Division is requesting authorization for an authorized City representative to advertise for bids for the Stubbs Avenue Office Limited Renovation Project. The DBE goal is 12.55%. (There were no public comments.)

Ms. Woods wanted to know what is the urgency to add this item to the agenda.

Mr. Brandon Creekbaum, City Attorney, said that the plans and specs came in earlier last week or just a little before and this item would have been on the council agenda. He said at the threshold the City determined it needed to be a bid and requested it be added on therefore the City could at least get the advertising part of it started. He said there is still a public bid law in place that will come before the City Council, but this is just to get the process started.

Ms. Woods wanted to know if the specs and bids came in after the agenda was printed.

Mr. Creekbaum stated he thinks it was after the deadline because of the storm.

Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved to consider request for authorization for an authorized City representative to advertise for bids for the Stubbs Avenue Office Limited Renovation Project. The DBE goal is 12.55%. (There were no public comments.)

Mayor's Office:

Upon motion of Mrs. Dawson, seconded by Mr. Harvey and unanimously approved Resolution No. 8658 approving the re-appointment of Chief Terry Williams to the Ambulance Service Advisory Board. (There were no public comments.)

Police Department:

Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved Resolution No. 8659 authorizing a designated city representative to accept and execute an agreement with the Louisiana Commission on Law Enforcement for \$17,816.00 in funding for the Dare Program and further providing with respect thereto. (There were no public comments.)

There being no further business to come before the council, the meeting was adjourned at 6:20 pm., upon motion of Mr. Harvey and it was seconded by Ms. Woods.

Mrs. Gretchen Ezernack
Chairman

Ms. Carolus S. Riley
Council Clerk

Mrs. Rachel N. Washington
Council Research Coordinator



CITY OF MONROE

LEGAL DEPARTMENT
Civil Division

Brandon W. Creekbaum
City Attorney

Sydnee C. Clary
Assistant City Attorney

MEMO

DATE: January 31, 2024
TO: CAROLUS RILEY
FROM: MALLORY WALTERS
RE: CONDEMNATIONS FOR CITY COUNCIL ON FEBRUARY 13, 2024

Please place the following condemnations on the agenda for the City Council on February 13, 2024.

1. 1012 Louise Anne Avenue (D4) (Owners – Finley Group, LLC)
2. 1010 Louise Anne Avenue (D4) (Owners – Finley Group, LLC)
3. 409 South 10th Street (D4) (Owners – Finley Group, LLC)

c: Ellen Hill
Stacy Newbill
Angelic Dorsey
Tommy James
Jimmie Bryant
Reginald Burrell
Brandon Creekbaum



RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

The following Resolution was offered by Mr. /Ms. _____ who moved for its adoption and was seconded by Mr. /Ms. _____.

A RESOLUTION ACCEPTING THE BASE BID OF BENTZ CONSTRUCTION GROUP, LLC, IN THE AMOUNT OF \$1,553,375.40, FOR THE DESIARD STREET IMPROVEMENTS (S. GRAND ST. TO N. 6TH S.) PHASE I PROJECT AND AUTHORIZING A CITY REPRESENTATIVE TO ENTER INTO AND EXECUTE A CONTRACT FOR SAID WORK.

WHEREAS, the City of Monroe solicited bids in accordance with the Louisiana Public Bid Law for the Desiard Street Improvements (S. Grand St. to No. 6th St.) Phase I Project, and Bentz Construction Group, LLC was the lowest responsible and responsive bidder in the amount of \$1,553,375.40.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in its legal and regular session convened, that the base bid of Bentz Construction Group, LLC in the amount of \$1,553,375.40 for the Desiard Street Improvements (S. Grand St. to No. 6th St.) Phase I Project, be and at the same is hereby accepted as the lowest responsible and responsive bid received;

BE IT FURTHER RESOLVED that the City of Monroe shall make designations in accordance with state law for sales tax-exempt purchases on this project; and

BE IT FURTHER RESOLVED that a designated City representative be and is authorized and empowered to execute a contract with Bentz Construction Group, LLC, on behalf of the City of Monroe for said services.

This Resolution was submitted in writing and was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of February 2024.

CITY CLERK

CHAIRPERSON



February 2, 2024

Mr. Curt Kelly
Director of Purchasing
City of Monroe Purchasing Division
1014 Grammont Street
Monroe, LA 71201

**RE: 23STR008 DESIARD ST IMPROVEMENTS (S. GRAND ST. TO N. 6TH ST.) PHASE 1
Bid Recommendation**

Dear Mr. Kelly,

The bid opening for the above referenced project occurred on Thursday, January 25, 2024, at the City of Monroe Purchasing Division located at 1014 Grammont Street. The project was bid in accordance with the Louisiana Public Bid Law and the bids have been reviewed for any errors and omissions. The table below provides a summary of the bid results listed in order from lowest to highest bid.

Bidder	Base Bid
Amethyst Construction, Inc.	\$1,644,481.60
Bentz Construction Group, L.L.C.	\$1,553,375.40

Based on our review and analysis of the submitted bid documents, we recommend that the contract be awarded to the apparent low bidder, Bentz Construction Group, L.L.C., as shown in the table above.

Respectfully,

CSRS

Shaun Sherrow, P.E., PMP

STATE OF LOUISIANA
CITY OF MONROE

RESOLUTION
NO. _____

The following Resolution was offered by Mr./Mrs. _____, who moved for its adoption and was seconded by Mr./Mrs. _____.

A RESOLUTION AUTHORIZING ADDENDUM NO. 2 TO THE COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF MONROE AND FREE ME ASSOCIATION D/B/A MONROE CITY ACADEMY LEAGUE (MCAL) AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that “*for 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 City of Monroe, Louisiana (“City”) and Free Me Association, d/b/a Monroe City Academy League (“MCAL”) entered into a Cooperative Endeavor Agreement dated September 20, 2023 (“CEA”), to provide for the support and operation of youth sports leagues within the City of Monroe;

WHEREAS, under the CEA, the City of Monroe provided funds to MCAL to purchase uniforms or equipment for youth, to reduce the registration costs for participants, or to defray the costs of umpires or referees;

WHEREAS, Councilwoman Juanita Woods desires to provide additional funding in the amount of \$2,000.00 from her City Council-budgeted discretionary funds to provide further support for MCAL and its youth sports programs, including defraying the additional costs of basketball referees; and

WHEREAS, Addendum No. 2 to the CEA, which is attached hereto and made part hereof, retains all the provisions of the CEA in full force and effect except as modified therein.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that Stacey Rowell, Director of Administration, is hereby authorized to enter and execute Addendum No. 2 to the September 20, 2023 Cooperative Endeavor Agreement between the City of Monroe and Free Me Association, d/b/a Monroe City Academy League (“MCAL”), which is attached hereto and made part hereof.

This Resolution was submitted in writing and was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of February 2024.

CITY CLERK

CHAIRPERSON

STATE OF LOUISIANA
PARISH OF OUACHITA

**ADDENDUM NO. 2 TO
COOPERATIVE ENDEAVOR AGREEMENT**

WHEREAS, the City of Monroe, Louisiana (“City”) and Free Me Association, d/b/a Monroe City Academy League (“MCAL”) entered into a Cooperative Endeavor Agreement dated September 20, 2023 (“CEA”), to provide for the support and operation of youth sports leagues within the City of Monroe;

WHEREAS, under the CEA, the City of Monroe provided funds to MCAL to purchase uniforms or equipment for youth, to reduce the registration costs for participants, or to defray the costs of umpires or referees;

WHEREAS, Councilwoman Juanita Woods desires to provide additional funding in the amount of \$2,000.00 from her City Council-budgeted discretionary funds to provide further support for MCAL and its youth sports programs, including defraying the additional costs of basketball referees provided by MCAL at its events hosted under the CEA; and

WHEREAS, this Addendum No. 2 to the CEA retains all the provisions of the CEA in full force and effect except as modified herein.

Addendum

- 1) **Councilwoman Woods Contribution.** Councilwoman Juanita Woods will pay the one-time sum of \$2,000.00 to MCAL from her City Council-budgeted discretionary funds to support MCAL’s youth sports programs. The funds provided by Councilwoman Woods shall be used solely to purchase uniforms or equipment for youth, to reduce the registration costs for participants, to defray the costs of umpires or referees, or to defray the costs of required security at MCAL games and practices conducted under the CEA. The funds provided under this Addendum No. 2 shall not be used to pay salaries, overhead expenses, or to defer expenses incurred by MCAL representatives.
- 2) **MCAL’s Additional Obligations.**
 - (a) MCAL shall continue to provide reasonable security as needed for practices, games or other events held on City of Monroe property as required by Section 6(d) of the CEA.
 - (b) MCAL shall not use any funds provided under the CEA to defray the costs of events hosted by MCAL that are not located on City property or are not conducted under the CEA.
 - (c) MCAL must maintain an accounting of the expenditure of these funds and provide such accounting to the City within ten (10) days of the City’s request for an accounting.
- 3) **Remainder of CEA Remains in Effect.** All other provisions of the CEA, including restrictions on the use of City funds provided in the CEA, remain in effect and binding upon the parties.

THUS DONE AND SIGNED on this ___ day of February, 2024, at Monroe, Louisiana.

WITNESSES:

CITY OF MONROE

BY: _____
Stacey Rowell, Director of Admin.

THUS DONE AND SIGNED on this ___ day of February, 2024, at Monroe, Louisiana.

WITNESSES:

**Free Me Association d/b/a Monroe City Academy
League**

BY: _____
Tyree Hollins, Authorized Representative

THUS DONE AND SIGNED on this ___ day of February, 2024 at Monroe, Louisiana.

WITNESSES:

Free Me Association

BY: _____
Tyree Hollins, Authorized Representative



CITY OF MONROE

TAXATION & REVENUE

City of Monroe, Louisiana
MAYOR- COUNCIL GOVERNMENT

MEMO

To: Carolus Riley
City Council

From: Tim Lewis
Director of Taxation & Revenue

Re: Alcohol Renewal (For February 13, 2024 Meeting)

Date: February 7, 2024

CLASS A - \$500 RESTAURANTS (LIQUOR)
CLASS B - \$500 CONVIENT STORES (LIQUOR)
CLASS C - \$75 (BEER ONLY)
CLASS D - \$60 (BEER - OFF PREMISES)

CLASS E - \$500 PRIVATE CLUBS
CLASS G - \$500 WHOLESALE (LIQUOR ONLY)
CLASS H - \$100 WHOLESALE (BEER ONLY)

Class A (1)

1. Basil Thai & Sushi -1118 Oliver Rd., Owner- Basil Restaurant LLC

Class B (1)

1. Breaktime 73 -1501 N 18th St., Owner- North 18th Ventures LLC



CITY OF MONROE
TAXATION & REVENUE
City of Monroe, Louisiana
MAYOR- COUNCIL GOVERNMENT

MEMO

To: Carolus Riley
City Council

From: Tim Lewis
Director of Tax & Revenue

Re: New Alcohol (For February 13, 2024, Meeting)

Date: February 7, 2024

CLASS A - \$500 RESTAURANTS (LIQUOR)
CLASS B - \$500 CONVIET STORES (LIQUOR)
CLASS C -\$75 (BEER ONLY)
CLASS D -\$60 (BEER -OFF PREMISES)

CLASS E - \$500 PRIVATE CLUBS
CLASS G - \$500 WHOLESale (LIQUOR ONLY)
CLASS H - \$100 WHOLESale (BEER ONLY)

New Alcohol License

Class A New (2)

- The Hideout**
21 Louisville Avenue
Monroe, LA 71201

Owner: The Hideout Lounge Monroe LLC

OWNER CLEARED
SALES TAX CLEARED
DISTANCE REPORT CLEARED

CLASS A (NEW)

*2. Randall's Captain Avery Seafood & Specialty Meats
2607 Ferrand Street
Monroe, LA 71201*

Owner: Randall Garvin

**OWNER CLEARED
SALES TAX CLEARED
DISTANCE REPORT CLEARED**

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

The following Resolution was offered by Mr. /Ms. _____ who moved for its adoption and was seconded by Mr. /Ms. _____.

A RESOLUTION ACCEPTING THE RFQ RESPONSE OF PPM CONSULTANTS, INC. TO PROVIDE CLEANUP PLANNING, ENGAGEMENT ACTIVITIES, CLEANUP/ABATEMENT ACTIVITIES, GRANT MANAGEMENT, AND REPORTING ACTIVITIES EVALUATION FOR THE CANDY COMPANY CLEANUP PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe received a grant from the United States Environmental Protection Agency under the Brownfields Program to remediate the Ouachita Candy Company building owned by the City of Monroe (“Candy Company Cleanup Project”);

WHEREAS, in accordance with the grant, the City of Monroe issued a Request for Qualifications (RFQ) for a qualified environmental professional to provide cleanup planning engagement activities, cleanup/abatement activities, grant management, and reporting activities evaluation for the Candy Company Cleanup Project; and

WHEREAS, PPM Consultants, Inc. submitted a response to the RFQ, and the City has determined that the response is responsive to the RFQ and that PPM is a responsible vendor, possessing the necessary skills, expertise, and judgment to perform the identified services.

BE IT RESOLVED by the City Council of the City of Monroe, in its legal and regular session convened, that the RFQ response of PPM Consultants, Inc., to provide cleanup planning engagement activities, cleanup/abatement activities, grant management, and reporting activities evaluation for the Candy Company Cleanup Project, be and at the same is hereby accepted; and

BE IT FURTHER RESOLVED that a designated City representative be and is authorized and empowered to execute a contract with PPM Consultants, Inc., on behalf of the City of Monroe for said services as outlined in the RFQ.

This Resolution was submitted in writing and was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of February 2024.

CITY CLERK

CHAIRPERSON

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

The following Resolution was offered by Mr. /Ms. _____ who moved for its adoption and was seconded by Mr. /Ms. _____.

A RESOLUTION ACCEPTING THE RFQ RESPONSE OF CAMPO ARCHITECTURE AND INTERIOR DESIGN LLC TO PROVIDE HISTORIC PRESERVATION ARCHITECTURAL SERVICES FOR THE COOLEY HOUSE REHABILITATION PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe received a Save America’s Treasures grant from the National Park Service to preserve and restore the Cooley House, which is owned by the City of Monroe (“Cooley House Rehabilitation Project”);

WHEREAS, in accordance with the grant, the City of Monroe issued a Request for Qualifications (RFQ) for a qualified architectural firm to provide historic preservation architectural services for the Cooley House Rehabilitation Project; and

WHEREAS, Campo Architecture and Interior Design, LLC submitted a response to the RFQ, and the City has determined that the response is responsive to the RFQ and that Campo Architecture is a responsible vendor, possessing the necessary skills, expertise, and judgment to perform the identified services.

BE IT RESOLVED by the City Council of the City of Monroe, in its legal and regular session convened, that the RFQ response of Campo Architecture and Interior Design, LLC, to provide historic preservation architectural services for the Cooley House Rehabilitation Project, be and at the same is hereby accepted; and

BE IT FURTHER RESOLVED that a designated City representative be and is authorized and empowered to execute a contract with Campo Architecture and Interior Design, LLC, on behalf of the City of Monroe for said services as outlined in the RFQ.

This Resolution was submitted in writing and was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of February 2024.

CHAIRPERSON

CITY CLERK

STATE OF LOUISIANA
CITY OF MONROE

RESOLUTION
NO. _____

The following Resolution was offered by Mr./Mrs. _____, who moved for its adoption and was seconded by Mr./Mrs. _____.

A RESOLUTION AUTHORIZING AN ADDENDUM TO AN AGREEMENT BETWEEN THE CITY OF MONROE AND COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO) AHAYAH COMMUNITY DEVELOPMENT CORPORATION, INC. FOR \$54,510.00 IN HOME PARTNERSHIP FUNDS AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City received FY 2023 HOME Investment Partnership Funds, which under HOME 92.300, requires that 15% of the funds be set aside for use by and in connection with a Community Development Housing Organization;

WHEREAS, AHAYAH Community Development Corporation, Inc. is an approved Community Housing Development Organization that entered into a Program Agreement with the City in 2023 to implement the City's HOME in Monroe Program; and

WHEREAS, the City desires to partner with Developer to provide the FY 2023 HOME Investment Partnership Funds set-aside in the amount of \$54,510.00 to assist with the remodeling and reconstruction of 204 Gilbert Street, Monroe, Louisiana 71202 (expected completion, April 30, 2024);

WHEREAS, the Addendum to Program Agreement by and between the City of Monroe and AHAYAH Community Development Corporation, Inc. is attached hereto and made part hereof.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that Stacey Rowell, Director of Administration, is hereby authorized to enter into and execute the attached Addendum to Program Agreement by and between the City of Monroe and AHAYAH Community Development Corporation, Inc.

This Resolution was submitted in writing and was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of February, 2024.

CHAIRPERSON

CITY CLERK



STATE OF LOUISIANA

§

Home Investment Partnerships

PARISH OF OUACHITA

§

Program Agreement

**ADDENDUM TO PROGRAM AGREEMENT
BY AND BETWEEN THE
CITY OF MONROE AND AHAYAH COMMUNITY DEVELOPMENT CORPORATION,**

THIS ADDENDUM is made and entered on February _____, 2024, by and between the City of Monroe and AHAYAH Community Development Corporation, Inc. (hereinafter referred to as “Developer”).

WHEREAS, the City received FY 2023 HOME Investment Partnership Funds, which under HOME 92.300, requires that 15% of the funds be set aside for use by and in connection with a Community Development Housing Organization;

WHEREAS, Developer is an approved Community Housing Development Organization;

WHEREAS, the City has worked with Developer to provide new, affordable housing, and has entered into a Program Agreement with Developer in 2023 to implement the City’s HOME in Monroe Program; and

WHEREAS, the City desires to partner with Developer and provide the FY 2023 HOME Investment Partnership Funds set-aside in the amount of \$54,510.00 to assist with the remodeling and reconstruction of 204 Gilbert Street, Monroe, Louisiana 71202 (expected completion, April 30, 2024).

NOW THEREFORE, the City of Monroe agrees to pay Developer the sum of \$54,510.00, which represents the 15% set-aside of the City’s FY 2023 HOME Investment Partnership Funds for the remodeling and reconstruction of 204 Gilbert Street, Monroe, Louisiana 71202. All other terms and conditions of the Program Agreement remain in full force and effect.

AHAYAH, CDC INC.

Tammy Moss
President/CEO
Date: _____

CITY OF MONROE

Stacey Rowell
Director of Administration
Date: _____

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

The following Resolution was offered by Mr. /Ms. _____ who moved for its adoption and was seconded by Mr. /Ms. _____.

A RESOLUTION APPROVING AMENDMENT NO. 2 TO WORK AUTHORIZATION (MLU.017) BETWEEN THE CITY OF MONROE AND KSA ENGINEERS, INC., RELATED TO THE REHABILITATION OF THE AIRFIELD LIGHTING AT THE MONROE REGIONAL AIRPORT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe issued a Work Authorization (MLU.017) to KSA Engineers, Inc. for design and bidding services for the Rehabilitate Airfield Lighting Project in October 2021;

WHEREAS, the City issued Amendment No. 1 to the Work Authorization (MLU.017) in June 2022 to provide for construction administration, closeout, and resident project representative services for the Project;

WHEREAS, the City desires to issue Amendment No. 2 to the Work Authorization (MLU.017), which is attached hereto and made part hereof, to provide for additional construction administration on the project caused by Change Order No. 1 and material/equipment delays and to provide compensation for those services;

WHEREAS, the costs of these additional services is funded by the Louisiana Department of Transportation and Development.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that Stacey Rowell, Director of Administration, is hereby authorized to enter into and execute the attached Amendment No. 1 to Work Authorization (MLU.017) between the City of Monroe and KSA Engineers, Inc.

This Resolution was submitted in writing and was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of February 2024.

CITY CLERK

CHAIRPERSON

Amendment No. 2 To Work Authorization (MLU.017)
Dated September 14, 2021

Background Data:

- a. Effective Date of Master Engineering Services Agreement: May 18, 2017
- b. Owner: City of Monroe, Louisiana
- c. Engineer: KSA Engineers, Inc.
- d. Specific Project: Rehabilitate Airfield Lighting

1. Description of Modifications

- a. Engineer shall perform the following Additional Services: None.
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Work Authorization and previous amendments, if any, is modified as follows:
Additional construction administration time needed due to Change Order No. 1 for the project and material/equipment shipping delays.
- c. The responsibilities of Owner with respect to the Work Authorization are modified as follows: None
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: \$6,140.00 (See Attachment 1)

- e. The schedule for rendering services under this Work Authorization is modified as follows:
See Attachment 1.

- f. Other portions of the Work Authorization (including previous amendments, if any) are modified as follows: None

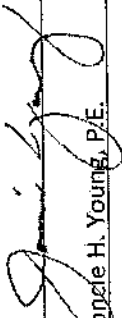
2. Work Authorization Summary (Reference only)

- a. Original Work Authorization amount: \$ 29,000.00
- b. Net change for prior amendments: \$ 50,850.00
- c. This amendment amount: \$ 6,140.00
- d. Adjusted Work Authorization amount: \$ 85,990.00

The foregoing Work Authorization Summary is for reference only and does not alter the terms of the Work Authorization or Master Engineering Services Agreement.

Owner and Engineer hereby agree to modify the above-referenced Work Authorization as set forth in this Amendment. All provisions of the Agreement and Work Authorization not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER: City of Monroe, Louisiana
By: _____
Name: Friday Ellis
Title: Mayor
Date Signed: _____

ENGINEER: KSA Engineers, Inc.
By: 
Name: Donzie H. Young, P/E.
Title: Director of Client Services
Date Signed: 1/22/2024

Amendment No. 2

Attachment 1

MONROE REGIONAL AIRPORT
REHABILITATE AIRFIELD LIGHTING

SERVICES BREAKDOWN

WORK TASK	WORK AUTHORIZATION NO. MLU.017	AMENDMENT NO. 1	AMENDMENT NO. 2	TOTAL AMOUNT	PAYMENT METHOD
Design	\$16,200.00			\$16,200.00	Lump Sum
Bidding	12,800.00			12,800.00	
Construction Administration		17,590.00	6,140.00	23,730.00	
Closeout		4,560.00		4,560.00	
Resident Project Representative		28,700.00		28,700.00	Hourly & Reimbursable Expenses
TOTAL	\$29,000.00	\$50,850.00	\$6,140.00	\$85,990.00	

Times for Rendering Services:

ITEM	CALENDAR DAYS FROM NOTICE TO PROCEED
Construction Administration	As Needed for Construction

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

The following Resolution was offered by Mr. /Ms. _____ who moved for its adoption and was seconded by Mr. /Ms. _____.

A RESOLUTION AUTHORIZING MAYOR FRIDAY ELLIS TO ACCEPT ANY GRANT OFFERS THAT DO NOT REQUIRE MATCHING FUNDS FOR THE MONROE REGIONAL AIRPORT FROM THE FEDERAL AVIATION ADMINISTRATION THROUGH DECEMBER 31, 2024, AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Federal Aviation Administration (“FAA”) makes grants that do not require matching funds available to the City of Monroe for Monroe Regional Airport projects; and

WHEREAS, the City desires to accept such grants and authorizes Mayor Friday Ellis to accept and execute any grant offers that may be extended by the FAA to the City through December 31, 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that Mayor Friday Ellis is hereby authorized to accept any grant offers that do not require matching funds from the Federal Aviation Administration for the Monroe Regional Airport through December 31, 2024; and

BE IT FURTHER RESOLVED, that Mayor Friday Ellis is authorized to execute any and all documents necessary to accept such grants.

This Resolution was submitted in writing and was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of February 2024.

CHAIRPERSON

CITY CLERK

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

The following Resolution was offered by Mr. /Ms. _____ who moved for its adoption and was seconded by Mr. /Ms. _____.

A RESOLUTION ACCEPTING \$20,000.00 IN FUNDING FROM THE UNITED STATES DEPARTMENT OF JUSTICE FOR THE 2022 PROJECT SAFE NEIGHBORHOODS PROGRAM AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the United States Department of Justice (DOJ) provides funding through the Project Safe Neighborhoods Program (PSN) to assist law enforcement agencies in identifying and combatting violent crime;

WHEREAS, DOJ has made \$20,000.00 in PSN funding available to the Monroe Police Department, which will be utilized in accordance with the budget attached hereto and made part hereof;

WHEREAS, the City desires to accept the PSN funding and authorizes Mayor Friday Ellis to accept and execute any and all grant agreements necessary to secure such funding.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that Mayor Friday Ellis is authorized to accept \$20,000 in funding from the United States Department of Justice for the 2022 Project Safe Neighborhoods Program; and

BE IT FURTHER RESOLVED, that Mayor Friday Ellis is authorized to execute any and all documents necessary to accept such grants and/or funding.

This Resolution was submitted in writing and was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of February 2024.

CHAIRPERSON

CITY CLERK

2022 PSN

Itemized Budget

*Subscription renewals

A. Partial renewal subscription for Shotspotter \$20,000.00

Total requested is \$20,000.00

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

The following Resolution was offered by Mr. /Ms. _____ who moved for its adoption and was seconded by Mr. /Ms. _____.

A RESOLUTION AUTHORIZING A DESIGNATED CITY REPRESENTATIVE TO EXECUTE CHANGE ORDER NO. TWELVE (12) FOR THE WATER TREATMENT PLANT RENOVATION AND EXPANSION PROJECT FOR AN INCREASE IN THE CONTRACT AMOUNT OF \$351,661.49 AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Change Order No. 12 will increase the contract amount for the Water Treatment Plant Renovation and Expansion Project by \$351,661.49; and

WHEREAS, Change Order No. 12 is attached hereto and made part hereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened that Stacey Rowell, Director of Administration, be and is hereby authorized to execute Change Order No. 12 for the Water Treatment Plant Renovation and Expansion Project.

This Resolution was submitted in writing and was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of February 2024.

CHAIRPERSON

CITY CLERK



CHANGE ORDER 12
For Contract between Owner and Contractor

Project Name: Monroe WTP Renovation and Expansion BMcD Project No. 110690
Owner: City of Monroe Client Project No. 18WTR038
Contractor: Max Foote Construction Company, LLC Contract No. _____

The below noted modification(s) to subject Contract are directed by Owner and accepted by Contractor (any applicable attachments are specifically identified):

1. Change of Exposed Ductwork in the Admin Building to Dual Wall Ductwork – Addition of \$103,976.00 and 0 days.
2. Changes to Lab Sink Drainage – Addition of \$5,110.00 and 0 days.
3. Addition of Filter OIT Console – Addition of \$3,378.24 and 0 days.
4. Removal and Replacement of Existing Sidewalk and Curb and Gutter – Addition of \$15,681.11 and 0 days.
5. Replacement of ICLinks PLCs with Allen Bradley PLCs – Addition of \$32,519.00 and 0 days.
6. Temporary AC for New Electrical Room – Addition of \$29,459.74 and 0 days.
7. Addition of Heat Trace and Insulation – Addition of \$35,766.00 and 0 days.
8. PA System Additions – Addition of \$27,792.16 and 0 days.
9. Additional Electrical Circuits for the Temporary Lab – Addition of \$5,299.83 and 0 days.
10. Addition of Caps for Abandoned Piping – Addition of \$1,904.50 and 0 days.
11. Addition of PLC Platform in Existing Basement – Addition of \$4,493.00 and 0 days.
12. Addition of Panel 0412 Neutral Conductor – Addition of \$1,949.67 and 0 days.
13. Addition of Current Limiting Fuses at Admin Building RTUs – Addition of \$9,146.91 and 0 days.
14. Addition of Temporary Chlorine Lines – Addition of \$24,712.00 and 0 days.
15. Modifications to High Service Chlorinator Feed Rate – Addition of \$2,822.36 and 0 days.
16. Addition of Pipe Covers – Addition of \$20,008.00 and 0 days.
17. Addition of Data Jack to Plan Room – Addition of \$2,665.10 and 0 days.
18. Addition of Videography of Vendor Trainings – Addition of \$1,602.00 and 0 days.
19. Addition of Walkway Between Treatment Basin No. 2 and Treatment Basin No. 3 – Addition of \$19,031.00 and 0 days.
20. Elevator Shaft Lighting – Addition of \$4,344.87 and 0 days.

Attachments: Change Request Documentation

As a result of the modification(s) described above:

The revised Contract Price is:

Original Contract Price	\$ 46,640,000.00
Total net amount of all previous Change Orders	(+ or -). \$ 1,668,492.74
Total net amount of all previous variable quantity adjustments	(+ or -). \$ 0
Total net amount of this Change Order.....	(+ or -). \$ 351,661.49
Current Contract Price, including this Change Order	\$ 48,660,154.23



01/01/2015 Form CO-2

The revised Contract Time is:

Original Completion Date(s).....	8/1/23 and 1/29/24	3/15/24
Total net time adjustment* of all previous Change Orders(+ or -)	85	85
Total net time adjustment* of this Change Order.....(+ or -)	0	0
* Time adjustment is specified in: <input type="checkbox"/> Working Days <input checked="" type="checkbox"/> Calendar Days <input type="checkbox"/> Other _____		
Current Completion Date(s), including this Change Order	10/26/23 and 4/25/24	6/9/24

The price and/or time extension set forth in this Change Order is full compensation for all costs and delays, direct and indirect, incurred in connection with the conditions giving rise to this Change Order, the work specified herein, and any consequential costs, delays, or effects on unchanged work resulting therefrom.

This Change Order, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and by any previous Change Orders, shall apply hereto.

OWNER

By _____
Date _____

CONTRACTOR

By Max Foote Construction Company
Steven Hinton
Date 2/5/2024

The conditions of the Change Order are noted for compliance and payment.
BURNS & McDONNELL

By Rachel Drain
Date _____

Date 2/5/2024

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

The following Resolution was offered by Mr. /Ms. _____ who moved for its adoption and was seconded by Mr. /Ms. _____.

A RESOLUTION APPROVING THE COMMITMENT OF FUNDS FOR THE LOUISIANA WATERSHED PROGRAM CDBG - MIT GRANT FOR THE WEST PARKVIEW DRAINAGE IMPROVEMENTS PROJECT, AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Monroe City Council approved and the City of Monroe entered into a cooperative endeavor agreement the State of Louisiana, Office of Community Development, to provide funding for the West Parkview Drainage Project;

WHEREAS, the City is required to certify its commitment to providing and spend funds to support the West Parkview Drainage Project; and

WHEREAS, the City desires to certify its commitment to spend \$390,473.00 towards the professional design costs of the West Parkview Drainage Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that the City of Monroe commits to spending \$390,473.00 towards the professional design costs of the West Parkview Drainage Project; and

BE IT FUTHER RESOVLED that Mayor Friday Ellis be and is hereby authorized to execute or submit any documents necessary to evidence the City's commitment for the West Parkview Drainage Project.

This Resolution was submitted in writing and was then submitted to a vote as a whole. The vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared ADOPTED on the _____ day of February 2024.

CITY CLERK

CHAIRPERSON

DATE

Office of Community Development
State of Louisiana
Division of Administration
P.O. Box 94095
Baton Rouge, Louisiana 70804-9095
Ms. Theresa Dorsey, Economic Development and Infrastructure Analyst

Re: Louisiana Watershed Program CDBG - MIT Grant Local and Regional, Phase 1
West Parkview Drainage Improvements
Application #0091

Dear Ms. Theresa Dorsey,

Please allow this letter to serve as our commitment that the City will commit \$390,473 towards the professional design cost of the above-referenced project.

Enclosed is a copy of the Resolution adopted by the Council confirming this commitment.

My administration looks forward to working with LWI on this major drainage project for our area.

If you have any questions or concerns in this matter, please feel free to contact my office.

Yours very truly,
City of Monroe

Mayor Friday Ellis

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

The following Resolution was offered by Mr./Ms. _____ who moved for its adoption and was seconded by Mr./Ms. _____.

A RESOLUTION APPROVING A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF MONROE AND THE STATE OF LOUISIANA, OFFICE OF COMMUNITY DEVELOPMENT, FOR THE MONROE REGIONAL AIRPORT OFFSITE DRAINAGE IMPROVEMENTS PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS the Louisiana Office of Community Development awarded the City of Monroe up to \$13,190,000.00 for the Monroe Regional Airport Offsite Drainage Improvements Project under the CDBG-MIT Round 2 Program;

WHEREAS the Monroe Regional Airport Offsite Drainage Improvements Project seeks to clear and reshape drainage channels to increase conveyance capacity surrounding the airport and two nearby neighborhoods (Booker T Subdivision & Humphries Airport Addition);

WHEREAS the City desires to enter into a cooperative endeavor agreement with the State of Louisiana, through the Office of Community Development, to obtain the funding and complete the Monroe Regional Airport Offsite Drainage Improvements Project; and

WHEREAS a copy of the proposed Cooperative Endeavor Agreement is attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Monroe, in legal and regular session convened, that the Stacey Rowell, Director of Administration, is authorized to execute and enter into the Cooperative Endeavor Agreement between the City of Monroe and the Office of Community Development for the Monroe Regional Airport Offsite Drainage Improvements Project on behalf of the City of Monroe; and

BE IT FURTHER RESOLVED that Stacey Rowell is hereby authorized to execute and/or submit any documents necessary to effectuate the Cooperative Endeavor Agreement.

This Resolution was submitted in writing and was then submitted to a vote as a whole. The vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of February 2024.

CITY CLERK

CHAIRPERSON

Office of Community Development
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
Commissioner of Administration

CONDITIONAL AWARD LETTER
LOUISIANA WATERSHED INITIATIVE
WATERSHED PROJECTS GRANT PROGRAM: LOCAL AND REGIONAL - ROUND 2

December 21, 2023

Mayor Friday Ellis
City of Monroe
400 Lea Joyner Expressway
Monroe, LA 71201

RE: Conditional Award Notification
Monroe Regional Airport Offsite Drainage Improvements Project
Application #1121

Dear Mayor Ellis:

Thank you for applying for funding under the Louisiana Watershed Initiative's Local and Regional Watershed Projects Grant Program - Round 2. Your project was prioritized for funding by your region, and in fulfillment of LWI's long-term resilience objectives, LWI agencies have reviewed your preliminary application for basic threshold eligibility. Based on this review, the Louisiana Office of Community Development has found no initial disqualifying factors for the above-referenced application and has **conditionally awarded the City of Monroe \$13,190,000 for the Monroe Regional Airport Offsite Drainage Improvements Project** drawn from the **Region 3** allocation of **\$24 million** under Round 2 of the Local and Regional Watershed Projects Grant Program.

Following your acceptance of the above-referenced conditional award, the state will provide the option for engineering services such as, but not limited to, hydrologic and hydraulic modeling, additional technical assistance and project scoping support to remedy any shortcomings of the initial pre-application and support the development of a full application that may be funded for implementation. The full application will be evaluated on the outcomes of the engineering studies performed by LWI engineers.

P. O. Box 94095 D Baton Rouge, Louisiana 70804-9095
(225) 219-9600 D 1-800-354-9548 D Fax (225) 342-1947
An Equal Opportunity Employer

City of Monroe
Monroe Regional Airport Offsite Drainage Improvements Project
LWI - L & R - Round Two
Conditional Award Letter

To achieve this, each participating applicant will be assigned a technical assistance provider, paid for by LWI, to conduct the feasibility study and assist the applicant in improving its preliminary application. The technical assistance provider, the applicant and relevant stakeholders, such as state agency staff and regional partners, will revisit the mitigation need and proposed scope of work described in the initial preliminary application. Additional H&H modeling shall be conducted, where needed, and nature-based solutions considered, where feasible, to result in a conceptual design that may be funded under Round 2.

To accept the above-referenced awarded amount, you must read, understand and agree to avoid any choice-limiting actions and adhere to the following conditions and clearances to ensure project costs remain eligible for reimbursement:

1. The above-referenced conditional award of \$13,190,000 is the maximum award amount that will be obligated to the above-referenced project and is contingent upon OCD's approval of a final feasibility study and a full application. The applicant understands and agrees to submit a full application for the above-referenced project by a later determined deadline. The updated full application shall comply with all applicable federal, state and local laws, codes, rules, regulations, notices, circulars, executive orders, uniform administrative requirements and policies and procedures;
2. Applicant understands and agrees that any costs incurred before OCD's approval of the applicant's full application are not eligible for reimbursement unless OCD approves the full application, and if the full application is approved, the costs must be permitted under the policies and procedures, included in the project budget, and shall not result in the project budget exceeding the conditional award;
3. A full application for the above-referenced project may only be approved for project implementation funding following successful engineering studies. Design work shall not commence for the above-referenced project until the applicant receives final approval of the full application;
4. Environmental clearance must be obtained for any Community Development Block Grant Mitigation-funded activity before entering into any contracts, property purchase agreements, demolition/grading of land or taking any other choice-limiting actions. Applicant agrees to submit an Environmental Review Record¹ for the above-referenced project by a later determined deadline, should the full application be approved.
Failure to comply with the prohibition against committing funds or taking physical action before completion of the environmental review process could result in cancellation of the project, reimbursement by the applicant to HUD for the amount expended or suspension of the disbursement of funds for the affected activity;
5. For projects involving construction, clearance of plans and specifications must be obtained before advertising for bids, awarding construction contracts or beginning construction.

¹ This review must comply with the National Environmental Policy Act (43 U.S.C. §§ 4321 and 4331-35 and 40 CFR 1501.7(a) of 1996); the 1966 National Historic Preservation Act (54 U.S.C. § 300101, *et seq.*); and any other relevant laws of the state and/or federal government.

City of Monroe
Monroe Regional Airport Offsite Drainage Improvements Project
LWI – L & R – Round Two
Conditional Award Letter

Additionally, the applicant must ensure that proper Davis-Bacon wage determinations are applied to construction activities and/or construction contracts when CDEG-MIT funds are used for construction activities (24 CFR.906.37).

Applicant agrees to submit plans and specifications for the above-referenced project by a later determined deadline, should the full application be approved. OCD technical assistance is available, if needed;

6. A Louisiana-licensed architect or professional engineer must prepare and sign a final cost estimate for the above-referenced project. Applicant agrees to submit the final cost estimate for the above-referenced project by a later determined deadline, should the full application be approved. The cost estimate shall contain the total cost of construction (estimated quantity, unit of measure, unit price and amount) and all related project costs, including, but not limited to, project delivery, acquisition, architectural/engineering fees, etc.

Please note that costs for grant management services and total project delivery are subject to the capped amounts listed in section one (pages 9-10) of the Round 2 Policies and Procedures. Similarly, professional design costs for basic services or additional services are subject to the individual and total capped percentages detailed in the same section of the policy (pages 10-11);

7. All costs that exceed the final award shall be the applicant's responsibility. Applicant agrees to submit evidence of the applicant's confirmed funding commitment for the remaining project costs of the above-referenced project by a later determined deadline, should the full application be approved.

Evidence of commitment of all funding sources is a condition precedent to disburse any CDEG-MIT sums. Reimbursement of any costs from CDEG-MIT funds, including those for services, fees, etc., that were listed in the approved application, will be limited to amounts deemed reasonable by OCD and subject to all procurement requirements;

8. Applicant agrees to work collaboratively with state agency staff, regional partners and stakeholders and the assigned technical assistance provider towards a final project scope that may be funded through LWI. The applicant shall provide any required data and information needed to support the development of the scope of work and conceptual design of the project.

Applicant agrees to be amenable to potential changes to the scope of work that explore alternative methods to those proposed in the initial preliminary application, including nature-based solutions;

9. Applicant agrees to participate in mandatory CDEG-MIT training on Jan. 30, 2024. The location and agenda of said training will be announced closer to the training date.


For clarification on required conditions and funding requirements, refer to the Disaster Recovery CDEG-MIT Grantee Administrative Manual and Round 2 Program Policies and Procedures.

City of Monroe
Monroe Regional Airport Offsite Drainage Improvements Project
LWI - L & R - Round Two
Conditional Award Letter

This award letter and all obligations herein shall expire and become null and void unless signed and returned to OCD within five business days of the date hereof. Upon receipt of the applicant's acceptance, OCD will issue the contract necessary to implement this award, setting forth the terms and conditions of the grant award in greater detail.


If you have any questions, feel free to contact your program manager, Geneva Lathers, at 225.219.9624 or at genev.lathers2@la.gov.

Sincerely,



Susan M. Nealy
Deputy Director, Economic Development & Infrastructure Programs
Louisiana Office of Community Development

APPLICANT HEREBY ACCEPTS THE ABOVE-REFERENCED AWARDED AMOUNT AND ACKNOWLEDGES TO READING, UNDERSTANDING, AND AGREEING TO AVOID ANY CHOICE-LIMITING ACTIONS AND ADHERING TO THE ABOVE-DESCRIBED CONDITIONS AND CLEARANCES TO ENSURE PROJECT COSTS REMAIN ELIGIBLE FOR REIMBURSEMENT:


Signature

12-28-23
Date

Friday Ellis
Printed

Mayor
Title

COOPERATIVE ENDEAVOR AGREEMENT
by and between
THE STATE OF LOUISIANA

through the
OFFICE OF COMMUNITY DEVELOPMENT
And

CITY OF MONROE GOVERNMENT
CDFA 14.228
GRANT B-18-DP-22-0001
YEAR 2018

PO# _____

This Cooperative Endeavor Agreement (“Agreement”) is made and entered into by and between City of Monroe Government (hereinafter referred to as “Grantee”) and the State of Louisiana, through the Office of Community Development (referred to as “OCD” or “State”), each represented herein by their undersigned authorized representatives. Grantee and OCD may sometimes herein be collectively referred to as the “Parties” and individually as a “Party.”

WITNESSETH That;

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides, “For 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”; and

WHEREAS, OCD, on behalf of the State of Louisiana (“State”), administers the State’s Community Development Block Grant – Disaster Recovery and Mitigation/Resiliency Programs, which are subject to the federal statutes and regulations governing Community Development Block Grants (“CDBG”), as modified by exceptions and waivers previously granted and which may hereinafter be granted by the United States Department of Housing and Urban Development (HUD); and

WHEREAS, on February 9, 2018, the President signed Public Law 115-123, which included an appropriation of \$28 billion to HUD, of which HUD allocated \$1,213,917,000 of Community Development Block Grant (“CDBG”) funds to the State of Louisiana for the specific purpose of mitigation activities (“CDBG Mitigation Funds”). Federal requirements for this funding were published in the Federal Register (84 FR 45838 (August 30, 2019)); and

WHEREAS, on February 20, 2020, HUD approved Louisiana’s Master Action Plan for the Utilization of CDBG-DR Mitigation Funds (the “Action Plan”) in the amount of \$1,213,917,000 and the Action Plan has an allocation of \$570,666,243 to the Local and Regional Watershed Projects and Programs; and

WHEREAS, on December 15, 2023, HUD approved Louisiana’s Master Action Plan for the Utilization of CDBG-DR Mitigation Funds (the “Action Plan”) in the amount of \$1,213,917,000 and the Action Plan has an allocation of an additional \$15,000,000 for the Local and Regional Watershed Projects and Programs; and

WHEREAS, Grantee has the legal authority and responsibility for the rebuilding and recovery of the City of Monroe Government. Recovery and rebuilding efforts of Grantee involve projects designed to provide resiliency against future flooding and other disasters; and

WHEREAS, the actions of OCD and the Grantee will meet the national objective of benefit to low- and moderate income persons and will result in a public benefit described in detail in this Agreement not disproportionate to the consideration in this Agreement; and.

NOW, THEREFORE, in consideration of the promises and the mutual representations, warranties, and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

I. SCOPE OF AGREEMENT

A. Grant Award

Subject to the terms and conditions of this Agreement, the OCD, as administrator of the CDBG Disaster Recovery Programs, shall make available to Grantee disaster recovery funds up to the maximum amount of thirteen million, one hundred ninety thousand dollars and 00/100, (\$13,190,000.00) (the “Grant Funds”) for the purpose of funding Grantee’s activities under the CDBG-MIT Round 2 Program (the “Program”) as identified in Exhibit A in this agreement.

OCD will monitor expenditure rates and milestones to ensure projects and activities are completed within the required timeframes. If OCD determines a program or subrecipient is under-performing or is noncompliant, OCD may require corrective action and will determine if the program or project is unable to meet the HUD expenditure deadline. OCD will reallocate the CDBG-DR funds to another program or project, as deemed necessary. The OCD may require this Agreement to be amended to reflect the reallocation of funds to another program. OCD can require the Grantee to return grant funds expended.

B. Implementation of Agreement

Grantee’s rights and obligations under this Agreement are as a grant subrecipient as set forth in 24 CFR 570.501. Grantee is responsible for complying with said regulations and for implementing Grantee’s responsibilities in the Program in a manner satisfactory to OCD and HUD and consistent with any applicable guidelines and standards that may be required as a condition of OCD’s providing the funds, including but not limited to all applicable CDBG Program Administration and Compliance requirements set forth by this Agreement and the Statement of Assurances (attached hereto and incorporated herein as Exhibit B) executed by Grantee and made a part hereof. OCD’s providing of Grant Funds under this

Agreement is specifically conditioned on Grantee's compliance with this provision and all applicable Program and CDBG regulations, federal register notices, guidelines, and standards. Grantee must comply with all requirements of any applicable award letter(s) unless expressly waived in writing by OCD.

In the event that Grantee, in the use of the Grant Funds, has one or more sub-recipients, Grantee is responsible for ensuring that the sub-recipient's policies and Program documents are compliant with all laws, regulations, executive orders and other requirements that apply to the use of the Grant Funds made available through this Agreement.

C. Goals and Objectives

The goal of the project is to help mitigate flooding in flood prone areas. The objective of the project is to improve and reinforce flood resilient structures.

D. The Program

1. The Application

Grantee shall submit to the OCD for approval an application for each project funded through the OCD online IGX System. The application shall address identified projects with demonstrable and quantifiable mitigation outcomes and at a minimum include 1) detailed description of the project, activity beneficiary data, maps, cost estimate, project schedule, demonstrable flood risk reduction benefit, hydrologic and hydraulic assessment, and documentation that proposed activities are CDBG-MIT Round 2 eligible as outlined in the Policies and Procedures Manual. The application must comply with all requirements of the CDBG-MIT Round 2 program as set forth in the Action Plan and all current, pending and future applicable Action Plan Amendment(s) available at <https://www.doa.la.gov/doa/oed/policy-and-reports/apa/>.

The OCD shall make an approval determination of the application pursuant to current OCD program guidelines (herein "OCD policy") HUD guidelines and regulations, and other applicable state and federal laws and regulations. The Grantee will be notified of the application approval via an IGX system email notification.

2. The Application Process for Individual Projects under the CDBG-MIT Round 2 Program

Upon approval by the OCD of the pre-application, Grantee shall submit to the OCD for approval, project applications for each project funded (individually the "Project Application"). The OCD shall, at its sole discretion, make approval determinations of individual Project Applications pursuant to current OCD policy and CDBG and HUD guidelines and regulations. The Grantee will be notified of the application approval via an IGX system email notification.

3. Implementation of the Program

The project schedule and budget accepted in writing by the OCD for each project and/or activity shall be final and may be changed only with the written consent of the OCD. Compliance and cooperation by Grantee with the monitoring requirements for all projects and/or activities mandated by the OCD shall also be deemed a requirement of this Agreement.

4. The Budget

Direct Cost	\$ 11,211,500.00
Activity Delivery Cost	\$ 1,978,500.00
TOTAL	<u>\$ 13,190,000.00</u>

The Parties may agree, in writing, to a revision of the Budget or a reallocation of funds between categories within the Budget without the need to amend this Agreement; provided however, that in no case shall any such revisions or reallocations result in exceeding the total amount of the Grant Funds available under the Agreement.

If applicable, all other sources of funding/financing of the project, if any, must be firmly committed to the project before the CDBG funds will become available and supporting documentation for the full project funding must be submitted within (12) twelve months of the execution of this agreement.

5. Eligible Expenses

Grantee shall receive and use Grant Funds for Eligible Expenses, as defined herein. "Eligible Expenses" for Grant Funds under this Agreement include those applied to eligible activities, as defined in the OCD's current, pending and future applicable Action Plan and Action Plan Amendment(s) (refer <https://www.doa.la.gov/doa/ocd/policy-and-reports/apa/> that are recovery-related, when approved by the OCD in accordance with eligibility rules under CDBG guidelines and subject to limitations established by the OCD, are part of the Program and are otherwise in furtherance of the intent of this Agreement and the goals and objectives as set forth herein.

6. Citizen Participation Requirements

Grantee shall comply with all HUD and OCD citizen participation requirements and the citizen participation requirements set forth in the Action Plan and all current, pending and future applicable Action Plan Amendment(s) (refer to https://www.doa.la.gov/Pages/ocd-dru/Action_Plans.aspx).

7. Building Code Standards

Grantee shall adopt and/or implement the statewide building code standards in accordance with Act 12 of the 2005 1st Extraordinary Session of the Louisiana Legislature including any later revisions to the relevant statutes.

8. Mitigation Plan

Grantee is responsible for ensuring that the Project considers and/or proposes a mitigation plan to minimize damage in the event of future floods and/or hurricanes.

9. Assurances

Grantee shall be responsible for implementing the Program activities in compliance with all state and federal laws and regulations and all Program requirements, as now in effect and as may be amended from time to time. It shall be Grantee's responsibility to ensure that Grantee or any entity instituting programs in conjunction with this Agreement under the supervision of Grantee require that all of its contractors, and all tiers of their subcontractors, all sub recipients, if applicable, and all beneficiaries, if applicable, adhere to all applicable state and federal laws and regulations and all Program requirements as now in effect and as may be amended from time to time, and to conduct all necessary monitoring for such compliance. As to laws and regulations which apply to the use of CDBG funds, Grantee has prior to the execution of this Agreement executed the Statement of Assurances, attached hereto as Exhibit B, reflecting compliance with those listed laws and regulations, which shall be deemed to be requirements of this Agreement. As to any other laws and regulations which may apply to construction projects, Grantee is responsible for determining the applicable laws and regulations and ensuring compliance therewith.

As between the Parties to this Agreement, Grantee, as the Project administrator, bears sole responsibility for implementing such Project efforts. Grantee shall be responsible for implementation of all infrastructure improvements in compliance with any applicable federal procurement laws and regulations and CDBG requirements.

10. Cooperation with HUD and the OCD

Grantee hereby binds itself, certifies, and assures that it will comply with all federal, state, and local regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of state and federal funds. The Parties expressly acknowledge that the matters which are the subject of this Agreement are under the CDBG Mitigation Program administered by HUD, which by its emergency nature is subject to ongoing modification and clarifications. The OCD's obligations under this Agreement are subject to compliance with applicable statutes and regulations of the CDBG program,

as modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD. Grantee agrees that in connection with its rights and obligations under the Agreement, it shall cooperate with HUD and the OCD regarding the administration and audit of the Program, including compliance with various operating and reporting procedures which may hereinafter be promulgated by the OCD and/or HUD.

In the event costs are disallowed by any monitoring, audit or oversight of either the State or Federal Government, including the OCD, the U.S. Department of Housing & Urban Development, the Inspector General of the United States, the Louisiana Legislative Auditor, the Louisiana Inspector General, or any other duly authorized party, the Grantee shall be responsible for remitting these funds to the OCD. Failure to complete the Project described in the Statement of Work or previously approved application may constitute a basis for disallowance of costs.

E. Contract Monitor/Performance Measures

The contract monitor for OCD on this Agreement is the Executive Director of OCD, or designee. The performance measures for this Agreement shall include the successful performance and completion of Grantee's obligations as provided in this Agreement and any attachments, as well as all guidelines for the Program. Grantee shall submit to OCD, on a schedule and dates to be provided by OCD, but not less than every six (6) months, a report of Project progress and beneficiary data in an acceptable format approved by OCD. Grantee is responsible for maintaining project files and support documentation for the information contained in the reports.

Grantee shall also comply with the provisions of 2 CFR 200 with regard to the monitoring and reporting of Program performance and shall be responsible for providing OCD with any additional project progress and beneficiary data as required by federal and state law. It shall be the Grantee's obligation to implement any contractual arrangements it may need for use of, and access to, such data.

Reporting requirements may require Grantee to obtain data from third parties (i.e. persons that receive Grant Funds or other beneficiaries of the Program(s), including sub-recipients, and/or borrowers funded under this Agreement, tenants/operators/users of facilities or equipment acquired or improved with funds provided under this Agreement). It shall be the Grantee's obligation to implement any contractual arrangements it may need for use of, and access to, such data. Grantee will cooperate with OCD regarding Program oversight and evaluation. The Monitoring Plan to be used by Grantee, must satisfy CDBG program requirements and must be acceptable to OCD.

F. Deliverables (Due Dates to be agreed upon by the Parties)

Monthly progress reports including, but not limited to:

- Cost/Financial reports
- The events and activities funded by this Program

OCD may require additional and/or more frequently provided information from Grantee if that is determined by OCD to be required.

G. Duplication of Benefits

In the event that alternate sources are or become available to Grantee for funding which the OCD is providing under this Agreement, including but not limited to insurance proceeds, FEMA funding of costs covered under this Agreement, or other sources, Grantee agrees to pursue recovery and/or funding through such sources with due diligence and, to the extent of recovery of such alternate sources, reimburse the OCD for the funding under this Agreement.

If funding from alternate sources becomes available to Grantee which the OCD agrees applies to both Eligible Expenses and expenses that are not eligible under this Agreement, Grantee may apply such funds first, to expenses that are not eligible under this Agreement, and second, to Eligible Expenses that are in excess of amounts paid under this Agreement.

II. PAYMENT PROCESS

A. Grantee shall submit draw requests for payment of Eligible Expenses payable under this Agreement to the Executive Director of OCD, or designee, for approval.

Payment to Grantee will be made on a cost reimbursement basis for actual services rendered under the Program and limited to those amounts which are deemed eligible and reasonable. Grantee shall be required by the OCD to submit with each draw request documentation regarding each service for which reimbursement is being sought.

Following review and approval of the draw requests by the Executive Director of OCD, or designee, approved draw requests shall be submitted to OCD Finance Manager, or her designee, for approval of payment. Draw requests not approved by the Executive Director of OCD or the OCD Finance Manager, or their respective designees, shall not be paid, but returned to Grantee for further processing.

B. Upon approval of payment by the OCD as provided for above, payment of Eligible Expenses shall be provided to Grantee via electronic funds transfer.

C. Grant Funds shall not be drawn in advance.

D. If an award letter has been issued regarding Grant Funds, only costs consistent with the terms of the award letter will be allowed, unless expressly waived in writing by OCD.

E. Eligible travel costs shall be reimbursed in accordance with PPM49 in effect at the time the expense was incurred, if provided for in the Budget.

F. In the event of non-compliance with this Agreement, the OCD may withhold payment to the Grantee until OCD deems the Grantee has brought the Program within compliance. Noncompliance on any aspect funded under this Agreement may serve as a basis to withhold payment on funds for other projects funded under this Agreement.

III. TERM OF AGREEMENT; TERMINATION OR SUSPENSION OF AGREEMENT

A. Term of Agreement

The term of this Agreement, subject to all requisite consents and approvals as provided herein, shall commence December 21, 2023 and terminate December 20, 2029 unless terminated prior to such time in accordance with the terms and conditions of this Agreement.

It is expressly understood that projects or services commenced and/or completed prior to the beginning date of this Agreement are eligible for funding if allowed under the terms of this Agreement and applicable HUD regulations and guidelines.

B. Termination/Suspension for Cause

The OCD may, after giving reasonable written notice specifying the effective date, suspend or terminate this Agreement in whole or in part if the Grantee materially fails to comply with any term of this Agreement, which shall include, but not be limited, to the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may be applicable at any time;
2. Failure, for any reason, of Grantee to fulfill in a timely and proper manner the obligations under this Agreement;
3. Submission by Grantee of reports to the OCD, HUD, or either of their auditors, reports that are incorrect or incomplete in any material respect, provided Grantee is given notice of said failure and fails to correct the same within a reasonable amount of time; or
4. Ineffective or improper use of funds as provided for under this Agreement, if, through any cause, Grantee shall otherwise fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement,

the OCD shall thereupon have the right to terminate this Agreement by giving written notice to Grantee of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination.

C. Termination for Convenience

The OCD may terminate the Agreement in whole or in part at any time by giving at least thirty (30) days prior written notice to Grantee. Grantee shall be entitled to payment on requests submitted up to the date of termination contained within the notice, to the extent that requests represent eligible activities satisfactorily completed and otherwise reimbursable under the terms of this Agreement.

D. Termination Due to Unavailable Funding

The continuation of this Agreement is contingent upon the appropriation and release of sufficient funds to the OCD to fulfill the requirements of this Agreement. Failure of the appropriate authorities to approve and provide an adequate budget to the OCD for fulfillment of the Agreement terms shall constitute reason for termination of the Agreement by either Party. Grantee shall be paid for all authorized services properly performed prior to termination.

E. Obligations Governing Use of CDBG Funds Survive Termination

Termination of this Agreement under any of the foregoing provisions shall not alter or diminish Grantee's obligations governing the use of CDBG funds under applicable statutes and regulations or under this Agreement and/or terminate any of Grantee's obligations that survive the termination of this Agreement. Such obligations and/or duties may include but are not limited to the following: (1) duty to maintain and provide access to records; (2) duty to monitor and report on the use of any funds expended or awarded to Grantee in compliance with all terms, conditions and regulations herein; (3) the duty to enforce compliance with terms of grants or loans issued by Grantee under this Agreement; (4) the duty to monitor, collect and remit program income, if applicable, and (5) the obligation to return funds expended in contravention of applicable statutes, regulations and the terms of this Agreement. This provision shall not limit or diminish any other obligation that by its nature survives termination of the Agreement (i.e. indemnification, etc.).

F. Payment Upon Termination

Except as in the event of termination or suspension for cause, Grantee shall be entitled to payment on invoices submitted to the OCD no later than ninety (90) days from the date of termination contained within the notice, to the extent that requests represent eligible activities satisfactorily completed during the term of the Agreement and otherwise reimbursable under the terms of this Agreement.

IV. ADMINISTRATIVE REQUIREMENTS

A. General Administrative Requirements

Grantee shall comply with 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards”, as modified by 24 CFR 570.502(a), “Applicability of uniform administrative requirements.”

B. Financial Management

Grantee shall administer its Project in conformance with 2 CFR 200. Grantee also agrees to adhere to the accounting principles and procedures required therein, utilize and create adequate internal controls, and maintain necessary source documentation for all costs incurred. These principles and procedures shall be applied for all costs incurred.

C. Documentation and Record-Keeping

1. Records to be Maintained

Grantee shall maintain all records required by 24 CFR 570.506, “Records to be maintained,” that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

- a. Records providing a full description of each activity taken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of services;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 2 CFR 200 and 24 CFR 570.506(h);
- g. Personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the OCD to assure proper accounting for all project funds; and
- h. Other records necessary to document compliance with 24 CFR 570.604, regarding environmental requirements.

2. Retention of Records

Grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after closeout of OCD's federal grant providing the Grant Funds. Grantee will be notified of that closeout date by OCD.

3. Access to Records

The OCD, the Division of Administration ("DOA"), the State Legislative Auditor, federal auditors, State Inspector General, HUD, the Comptroller General of the United States, the Office of Inspector General, and any of their duly authorized representatives or agents, shall have access to any books, documents, papers and records of Grantee which are directly pertinent to this Agreement for the purpose of audits, examinations, and making excerpts and transcriptions.

Grantee shall provide citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable state and local laws regarding privacy and obligations of confidentiality.

All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by Grantee, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted for herein shall become the property of the OCD, and shall, upon request, be returned by Grantee to the OCD at termination or expiration of this Agreement. Costs incurred by Grantee to compile and transfer information for return to the OCD shall be billed on a time and materials basis, subject to the maximum amount of this Agreement.

4. Close-outs

Grantee's obligation under this Agreement shall not end until all close-out requirements as set forth in 24 CFR 570.509, "Grant closeout procedures," are completed. The terms of this Agreement shall remain in effect during any period that Grantee has control over CDBG funds, including program income.

5. Audits & Inspections

It is hereby agreed that the OCD, the DOA, the Legislative Auditor of the State of Louisiana, federal auditors, State Inspector General, HUD, Office of Inspector General, HUD monitors, and auditors contracted by any of them shall have the option of auditing all records and accounts of Grantee and/or its contractors and sub-recipients that relate to this Agreement at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data upon providing

Grantee, contractor or sub-recipient, as appropriate, with reasonable advance notice. Grantee and its contractors and sub-recipients 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 within thirty (30) days after receipt by Grantee, contractor and/or sub-recipient, as appropriate.

Failure of Grantee and/or its contractors and sub-recipients to comply with the above audit requirements will constitute a violation of this Agreement and may, at the OCD's option, result in the withholding of future payments and/or return of funds paid under this Agreement. Grantee and its contractors hereby agree to have an annual audit conducted in accordance with current State policy concerning Grantee and its contractor's audits, and 2 CFR 200.

A quasi-public agency or body as defined in LA R.S. 24:513A(1)(b) shall comply with the provisions of LA R.S. 24:513.H(2)(a) by designating 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.

D. Procurement

Grantee shall comply with the current OCD policy and the requirements of 2 CFR 200.318 through 327 regarding procurement. This includes the Grantee, to the greatest extent practicable, providing a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with the Build America, Buy America (BABA) Act executed in 2021 (See U.S. Public Law No: 117-58). This requirement is in addition to whatever state and local laws may apply to procurement by Grantee. It is agreed by the Parties that notwithstanding any specialized procurement rules which may apply under state law to Grantee, Grantee shall, for the purposes of expenditures to be paid or reimbursed under this Agreement, comply with all applicable federal and state procurement statutes and regulations.

V. HUD/CDBG COMPLIANCE PROVISIONS

A. General Compliance

The Grantee will comply with all applicable Federal, state, and local laws and Codes, and all applicable Office of Management and Budget Circulars <https://www.whitehouse.gov/omb/information-for-agencies/circulars/>. These include, but are not limited, the requirements of 2 CFR 200.316 and 200.321-323. The State may require, and Grantee shall consent to, the amendment of this Agreement to expressly include contractual provisions referencing any mandatory requirements if not already set forth in this Agreement, including any provisions referenced in appendix II to 2 CFR 200 as the State may deem applicable and not previously set forth in this Agreement.

Grantee agrees to comply with the requirements of Title 2 of the Code of Federal Regulations, Part 200 (Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards), except that (1) Grantee does not assume the OCD's environmental responsibilities described in 24 CFR 570.604 and (2) Grantee does not assume the OCD's responsibility for initiating the review process under the provisions of 24 CFR Part 52. Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations and policies governing the funds available under this Agreement to supplement rather than supplant funds otherwise available.

Grantee shall comply with and shall be responsible for insuring compliance of all of its construction contracts with any applicable mandatory contract language, including but not limited to:

1. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3);
2. Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5);
3. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401 et seq (1970)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15);
4. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871);
5. Compliance with applicable uniform administrative requirements described in 24 CFR 570.502; and
6. Certification by Grantee's contractors, and each tier of subcontractors, that such contractors and subcontractors are not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 2 CFR part 2424, and
7. Compliance with "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities", described in 24 CFR part 58.

Grantee has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Agreement and debarment from future contracts.

B. Discrimination and Compliance Provisions

Grantee and its contractors agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; 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 as amended; Section 109 of the Housing and Community Development Act of 1974; and the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010), as well as all applicable provisions not mentioned are deemed inserted herein.

Grantee and its contractors agree not to discriminate unlawfully in its employment practices, and will perform its obligations under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, age or disabilities.

Any act of unlawful discrimination committed by Grantee or its contractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

C. Covenant Against Contingent Fees and Conflicts of Interest and Louisiana Code of Government Ethics

Grantee shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the OCD shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of Grantee, or agents, consultant, member of the governing body of Grantee 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, the Project or in any activity or benefit, which is part of this Agreement.

Grantee shall also comply with the current Louisiana Code of Governmental Ethics as applicable. Grantee acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to Grantee in the performance of services called for in this Agreement. Grantee agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

D. Section 3 Compliance in Employment and Training

The work to be performed under this Agreement, including services performed under any related subcontract or subrecipient agreement, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), 24 CFR §75, and 85 FRN 2020 19183-85, and any directives, benchmarks and programmatic requirements hereafter issued by HUD or OCD in the implementation of Section 3 requirements. Section 3 requires that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations—recipients must ensure that within the metropolitan area (or nonmetropolitan county) in which the project is located: (1) employment and training opportunities arising in connection with Section 3 Projects are provided to Section 3 Workers ; and (2) contracts for work awarded in connection with Section 3 Projects are provided to business concerns that provide economic opportunities to Section 3 Workers.

E. Program Income

1. Recording Program Income

Grantee shall submit a quarterly report to the OCD detailing receipt of program income, which is defined in 24 CFR 570.500(a).

2. Remittance of Program Income

All program income shall be remitted to the OCD pursuant to a schedule provided by the OCD, unless Grantee has received written approval from OCD for eligible program income activities to use the program income.

F. Use and Reversion of Assets

The use and disposition of immovable property, equipment and remaining Grant Funds under this Agreement shall be in compliance with all CDBG regulations, which include but are not limited to the following:

1. Grantee shall transfer to the OCD any Grant Funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Subsequent to meeting the national objective requirement and completion of the eligible activity, immovable property under Grantee's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives set forth in 24 CFR 570.208 until five (5) years after the closeout of the individual projects associated with the particular immovable property or expiration of this Agreement, whichever occurs first (or such longer period as the OCD deems appropriate). If OCD consents to

a change of use of the property other than for which the CDBG funds were expended, grantee must comply with the requirements of 24 CFR 570.505. If Grantee fails to use such immovable property in a manner that meets a CDBG National Objective for the prescribed period of time, Grantee shall pay to the OCD an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. Grantee may retain real property acquired or improved under this Agreement after the expiration of the five-year period, described above, or such longer period as the OCD deems appropriate.

3. In all cases in which equipment acquired, in whole or in part, with Grant Funds is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by Grantee for activities under this Agreement shall be (a) transferred to the OCD for the CDBG program or (b) retained by Grantee after compensating the OCD an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

If Grantee is not the owner of the immovable property being acquired or improved, in whole or in part, with the Grant Funds, Grantee shall acquire sufficient interest and site control over the property to allow the use of CDBG funds for improvement of a non-owned property, within the timeframe mandated by any applicable award letter or within any timeframe established by OCD before or during this Agreement. Grantee shall submit the terms of such interest to OCD to confirm that the interests are sufficient. The interests shall be through a written agreement via authentic act with the owner of the immovable property acknowledging and consenting to the use restrictions required by 24 CFR 570.505 and as contained in this Agreement and agreeing that the property shall be bound by such use restrictions. In addition, if immovable property being acquired or improved, in whole or in part, with the Grant Funds is leased or subleased by Grantee to a third party, Grantee shall contractually insure that the lessee/subleasee is bound by the use restrictions contained in 24 CFR 570.505 and as contained in this Agreement.

VI. GENERAL CONDITIONS

A. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The OCD shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as Grantee is an independent contractor.

B. Hold Harmless/Indemnity Contractors/Subcontractors

Grantee shall hold harmless, defend and indemnify the OCD from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

To the extent that Grantee is permitted to and utilizes the services of any third parties in performance of Grantee's duties and obligations under this Agreement, any contract entered into shall contain a provision that the contractor and/or subcontractor shall hold Grantee and OCD harmless, defend and indemnify OCD from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the contractor's and/or subcontractor's performance or nonperformance of services.

C. Workers' Compensation

Grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement, unless exempt by law.

D. Insurance & Bonding

Unless expressly waived in writing by OCD, the Grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond, or equivalent insurance acceptable to the OCD, covering all employees in an amount equal to cash advances from the OCD.

E. OCD Recognition

Grantee shall insure recognition of the role of the OCD and the U.S. Department of Housing and Urban Development in providing services through this Agreement. All activities, facilities and items used pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

F. Public Communications

OCD and Grantee shall coordinate all public communications regarding activities within the Project funded under this Agreement.

G. Amendments

The OCD or Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the OCD and the Office of State Procurement and/or the Louisiana Commissioner

of Administration. Amendments hereto shall not invalidate this Agreement, nor relieve or release the OCD or Grantee from its obligations under this Agreement.

The OCD may require a written amendment to this Agreement to conform the Agreement to federal, state and local governmental laws, regulations, executive orders, guidelines, policies and available funding amounts. Failure of Grantee to execute the written amendment required by the OCD may constitute, at the OCD's discretion, a basis for termination of this Agreement for cause.

H. No Assignment

No Party may transfer or assign this Agreement or transfer or assign any of its rights or assign any of its duties hereunder without the express written consent of the other Party. However, if the parties do mutually agree to an assignment, all rights and obligation set forth herein shall inure to the benefit of the parties and to their respective successors and assigns.

I. Severability

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

J. Entire Agreement

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

K. No Authorship Presumptions

Each of the Parties has had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. Each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any Person that becomes a Party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.

L. Applicable Law, Venue and Controversies

This Agreement 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 Agreement. Any claim or controversy arising out of this Agreement shall be resolved under the process set forth in La. Revised State 39:1672.2-1672.4. Exclusive venue and jurisdiction shall be vested in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

M. Delay or Omission

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

N. Contract Approvals

Neither party shall be obligated under this Agreement until the approval of this Agreement by the State of Louisiana Office of State Procurement-Professional Contracts and/or the Commissioner of Administration.

O. Taxes

Grantee is responsible for payment of all applicable taxes from the funds to be received under this Agreement. Grantee's Federal Tax Identification Number is 72-6000903.

P. Notices

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

To the OCD:

Executive Director
State of Louisiana Division of Administration
Office of Community Development
P.O. Box 94095
Baton Rouge, Louisiana 70804-9095
Office: 225-219-9600
Facsimile: 225-219-9605

To the Grantee:

Friday Ellis
Mayor
City of Monroe
400 Lea Joyner Expressway
Monroe, LA 71201
Friday.ellis@ci.monroe.la.us
Phone: 318-329-2227

Q. No Third Party Beneficiary

Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement. This provision shall not limit any obligation which either party has to HUD in connection with the use of CDBG funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

R. Prohibited Activity

Grantee shall be prohibited from using, and shall be responsible for its sub-contractors being prohibited from using, the funds provided herein or personnel employed in the administration of the Project for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. Grantee will comply with the provision of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

S. Safety

Grantee shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of his performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR Parts 1925 and 1926, shall be observed and Grantee shall take or cause to be taken such additional safety and health measures as Grantee may determine to be reasonably necessary.

T. Fund Use

Grantee agrees not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

Grantee and all of its sub-contractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Grantee and each of its sub-contractors shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

U. Subcontractors

Grantee may, with prior written permission from the OCD, enter into subcontracts with third parties ("Subcontractors") for the performance of any part of Grantee's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Grantee to the OCD for any breach in the performance of Grantee's duties. Subcontractors' agreements must meet all contracting, indemnity, insurance and regulatory compliance requirements. The parties hereby agree that any non-compete agreement or similar agreement with any Subcontractors seeking to restrain the ability of the Subcontractors to perform any services for the OCD shall be deemed unenforceable, null and void, to the extent of such non-compete provision, but without invalidating the remaining provisions of the contract with the Subcontractor.

Subcontracts shall not include language which restricts the Grantee's obligation to pay for services performed or materials provided under a subcontract to when the Grantee has been paid under this Agreement, except for circumstances where the reason for the lack of payment to the Grantee is due to deficient performance or lack of performance by the particular subcontractor from which the Grantee seeks to withhold payment. In the event a subcontract contains such language in contravention of this requirement, Grantee shall not enforce such language.

V. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Grantee for copyright purposes. Any such material produced as a result of this Agreement that

might be subject to copyright is the property of and all rights shall belong to the OCD.

All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by Grantee, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted for herein shall become the property of the OCD, and shall, upon request, be returned by Grantee to the OCD at termination or expiration of this Agreement. Cost incurred by Grantee to compile and transfer information for return to the OCD shall be billed on a time and materials basis, subject to the maximum amount of this Agreement. Software and other materials owned by Grantee prior to the date of this Agreement and not related to this Agreement shall be and remain the property of Grantee.

The OCD will provide specific project information to Grantee necessary to complete the services described herein. All records, reports, documents and other material delivered or transmitted to Grantee by the OCD shall remain the property of the OCD and shall be returned by Grantee to the OCD, upon request, at termination, expiration or suspension of this Agreement.

W. Drug Free Workplace Compliance

Grantee hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended. Further, in any contracts executed by and between Grantee and any third parties funded using Grant Funds under this Agreement there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended.

X. Provision Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the applicable of either Party the contract shall forthwith be amended to make such insertion or correction.

(Balance of this page left blank intentionally.)

THUS DONE AND SIGNED on the date(s) noted below but effective as of the date given above:

STATE OF LOUISIANA, OFFICE OF COMMUNITY DEVELOPMENT

Signed: _____ Date _____

Name: Patrick Forbes

Title: Executive Director

STATE OF LOUISIANA, DIVISION OF ADMINISTRATION

Signed: _____ Date _____

Name: Barbara Goodson

Title: Deputy Commissioner, DOA

CITY OF MONROE GOVERNMENT

Signed: _____ Date _____

Name: _____

Title: _____

City of Monroe Government
MIT Round 2

EXHIBIT A

STATEMENT OF WORK

The CDBG MIT Program Round 2 grantees will develop projects with demonstrable and quantifiable mitigation outcomes in fulfillment of LWT's long term resilience objectives and aligned with the priorities of the respective watershed region. The Grantee shall receive and use CDBG funds for reimbursement of Eligible Expenses, as defined herein, applied to projects approved by OCD through the application process described below:

The Grantee shall submit a final feasibility study (H&H) and full project application within 180 days of CEA approval. The full application must comply with meeting the LMI national objective and must meet an eligible mitigation activity as specified in the program Action Plan. The OCD shall make individual project approval determinations pursuant to and not limited to CDBG-MIT and HUD guidelines and regulations. Project applications must include a projected schedule for completion and project budget on a form approved by OCD. OCD may impose deadlines for said projected schedule that the Grantee must comply with to meet the needs of the specified program. Upon approval of the application, the resulting project award shall be implemented through this Agreement and subject to the terms and conditions thereof. The project schedule and budget accepted in writing by OCD for each such project shall be deemed to automatically form a part of this Agreement and may not be amended without the further written consent of OCD. Upon approval of an application, the grantee must provide a project schedule for OCD approval. Failure to comply with the project schedule can result in corrective action or rescission of the award as referenced in Section I (A) above.

Eligible Expenses for Grant Funds under this Agreement are those applied to eligible activities, as defined in the current, pending, and future applicable Action Plan and Action Plan Amendment(s) and the Policies and Procedures that are recovery-related, and are otherwise in furtherance of the intent of this Agreement and the goals and objectives as set forth herein, when approved by the OCD in accordance with eligibility rules under CDBG – MIT guidelines and subject to limitations established by the OCD.

EXHIBIT B

GRANTEE STATEMENT OF ASSURANCES AND CERTIFICATIONS

This Applicant/Grantee/Subrecipient hereby assures and certifies that:

1. It will comply with all applicable provisions contained in 78 F.R. 43, 78 F.R. 76, and 78 F.R. 103, and any future applicable Federal Register Notices (collectively the "Notice").
2. It possesses legal authority to apply for a Community Development Block Grant ("CDBG") and to execute the proposed CDBG program, in accordance with applicable HUD regulations and the Notice.
3. Its governing body has duly adopted, or passed as an official act, a resolution, motion, or similar action authorizing the filing of the CDBG application and directing and authorizing the person identified as the official representative of the Applicant/Grantee/Subrecipient to act in connection with the application, sign all understandings and assurances contained therein, and to provide such additional information as may be required. It has facilitated citizen participation by providing adequate notices containing the information specified in the program instructions and by providing citizens an opportunity to review and submit comments on the proposed application.
4. Its chief executive officer, or other officer or representative of Applicant/Grantee/Subrecipient approved by the State:
 - a. Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (42 U.S.C.A. §4331, et seq.) insofar as the provisions of such Act apply to the proposed CDBG Program; and
 - b. Is authorized and consents, on behalf of the Applicant/Grantee/Subrecipient and himself, to submit to the jurisdiction of the federal courts for the purpose of enforcement of Applicant/Grantee/Subrecipient's responsibilities and his or her responsibilities as an official.
5. It will develop the CDBG program and use CDBG funds so as to give maximum feasible priority to the following activities, as necessary for establishing eligibility under the applicable funding source, (1) activities that will benefit low and moderate income families, (2) activities that aid in the prevention or elimination of slums or blight, (3) activities that meet other community development needs having a particular urgency, or (4) activities that address the current and future risks identified in the Applicant/Grantee/Subrecipient's Mitigation Needs Assessment as defined in 84 FR 45838 (August 30, 2019).
6. It will comply with the following applicable federal grant management regulations, policies, guidelines, and/or requirements as they relate to the application, acceptance, and use of federal

funds: 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards).

7. It will administer and enforce the labor standards requirements set forth in 24 CFR §570.603 and any other regulations issued to implement such requirements.
8. It will comply with the provisions of Executive Order 11988, as amended by Executive Order 12148, relating to evaluation of flood hazards, and Executive Order 12088, as amended by Executive Order 12580, relating to the prevention, control and abatement of water pollution.
9. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided to Applicant/Grantee/Subrecipient to comply with any accessibility requirements, as required by Title III of the Americans with Disabilities Act of 1990 (42 U.S.C.A. § 12101 et seq.). The Applicant/Grantee/Subrecipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

10. It will comply with:

- a. Title VI of the Civil Rights Acts of 1964, 42 U.S.C. §2000d et seq., as amended, and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant/Grantee/Subrecipient receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant/Grantee/Subrecipient, this assurance shall obligate the Applicant/Grantee/Subrecipient, or in the case of any transfer of such property, any transferee, for the period during which the property or structure is used for another purpose involving the provision of similar services or benefits.
- b. Section 104 (b) (2) of Title I of the Housing and Community Development Act of 1974 (HCDA, 42 U.S.C. §5304.), as amended, which requires administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing. Section 804 of Title VIII of the Civil Rights Act of 1968 (FHA 42 U.S.C. 3604) further prohibits discrimination against any person in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.
- c. Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §5309), and the regulations issued pursuant thereto (24 CFR Part §570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under that Part. Section 109 further prohibits discrimination to an otherwise qualified individual with a handicap, as provided

under Section 504 of the Rehabilitation Act of 1973, as amended, and prohibits discrimination based on age as provided under the Age Discrimination Act of 1975. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

- d. Executive Order 11063, as amended by Executive Order 12259, and the regulations issued pursuant thereto, which pertains to equal opportunity in housing and non-discrimination in the sale or rental of housing built with federal assistance.
- e. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Further, contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.
- f. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which provides that no otherwise qualified individual shall, solely, by reason of his or her handicap be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

11. The work to be performed under this Agreement, including services performed under any related subcontract or subrecipient agreement, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), 24 CFR §75, and 85 FRN 2020 19183-85, and any directives, benchmarks and programmatic requirements hereafter issued by HUD or OCD in the implementation of Section 3 requirements. Section 3 requires that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations—recipients must ensure that within the metropolitan area (or nonmetropolitan county) in which the project is located: (1) employment and training opportunities arising in connection with Section 3 Projects are provided to Section 3 Workers ; and (2) contracts for work awarded in connection with Section 3 Projects are provided to business concerns that provide economic opportunities to Section 3 Workers.

12. It will minimize displacement of persons as a result of activities assisted with CDBG funds. In addition, it will:

- a. Administer its programs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970, as amended (49 CFR Part 24) and Section 104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR Part 570.496(a), modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD.

- b. Comply with Title II (Uniform Relocation Assistance) and Sections 301-304 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Chapter 61), and HUD implementing instructions at 24 CFR Part 42 and 24 CFR §570.606; and
 - c. Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42; and
 - d. Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act to all persons displaced as a result of acquisition of real property for an activity assisted under the CDBG Program. Such payments and assistance shall be provided in a fair, consistent and equitable manner that ensures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex or source of income; and
 - e. Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and
 - f. Assure that if displacement is precipitated by CDBG funded activities that require the acquisition (either in whole or in part) of real property, all appropriate benefits required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq., Pub. L. 91-646) and amendments thereto shall be provided to the displaced person(s). Persons displaced by rehabilitation of "Non-Uniform Act" acquisition financed (in whole or in part) with CDBG funds shall be provided relocation assistance in accordance with one of the following: (1) the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as required under 24 CFR Section 570.606 (a) and HUD implementing regulations at 24 CFR Part 42; (2) the requirements in 24 CFR Section 570.606 (b) governing the Residential Antidisplacement and Relocation Assistance Plan under Section 104 (d) of the Housing and Community Development Act of 1974; (3) the relocation requirements of Section 104 (k) of the Act; (4) the relocation requirements of 24 CFR Section 570.606 (d) governing optional relocation assistance under Section 105 (a) (11) of the Act; and (5) the provisions of 24 CFR Part 511.10 (h) (2) (iii) rental Rehabilitation Program.
 - g. It has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG program.
13. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties, in accordance with CDBG regulations.

14. It will comply with the provisions of the Hatch Act that limit the political activity of employees and the HUD regulations governing political activity at 24 CFR §570.207.
15. It will give the State and HUD, and any of their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the grant.
16. It will ensure that the facilities under Applicant/Grantee/Subrecipient's ownership, lease or supervision utilized in the accomplishment of the CDBG Program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify HUD of the receipt of any communication from the EPA Office of Federal Activities indicating that a facility to be used in the CDBG Program is being considered for listing by the EPA as a violating facility.
17. With regard to environmental impact, it will comply with the National Environmental Policy Act of 1969 (42 U.S.C. §4321-4347), and Section 104(h) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304).
18. It will comply with the National Historic Preservation Act of 1966 (Title 54 of the United States Code.), as amended, Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966 (Title 54 of the United States Code), as amended, by:
 - a. Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800) by the proposed activity; and
 - b. Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
19. It will comply with the provisions in 24 CFR §570.200(c) regarding special assessments to recover capital costs.

In accordance with the Notice, it will not attempt to recover any capital costs of public improvements assisted with Grant Funds, by assessing any amount against properties owned and occupied by persons of low and moderate incomes, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (a) disaster recover grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, Grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (a).
20. It will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent Civil Rights demonstrations and will enforce applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

21. It certifies that no federally appropriated funds will be used for any lobbying purposes regardless of the level of government and that it is in compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by part 87.
22. It will abide by and enforce the conflict of interest requirement set forth in 24 CFR §570.489(h).
23. No person who exercises or has exercised any functions or responsibilities with CDBG-DR activities shall obtain a financial interest or benefit from any CDBG-DR project or program.
24. It will comply with HUD rules prohibiting the use of CDBG funds for inherently religious activities, as set forth in 24 CFR §570.200(j).
25. Activities involving new building construction, alterations, or rehabilitation will comply with the Louisiana State Building Code and all applicable locally adopted building codes, standards, and ordinances.
26. In relation to labor standards, it will comply with:
 - a. Section 110 of the Housing and Community Development Act of 1974, as amended and as set forth in 24 CFR §570.603.
 - b. Davis-Bacon Act, as amended (40 U.S.C. §3141 et seq.).
 - c. Contract Work Hours and Safety Standards Act (40 U.S.C. §3701 et seq.).
 - d. Federal Fair Labor Standards Act (29 U.S.C. §201 et seq.)
27. It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. §4001 et seq., which requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of HUD as an area having special flood hazards. The phrase “federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal funding. It will comply with 42 USC § 4012a, which requires that if the federal financial assistance is provided in the form of a loan or an insurance or guaranty of a loan, the amount of flood insurance required need not exceed the outstanding principal balance of the loan and need not be required beyond the term of the loan. If the federal financial assistance is in the form of a grant, the requirement of maintaining flood insurance on any dwelling on any part of the property in an amount equal to the lesser of 1) the value of the property less land costs or 2) the maximum amount of flood insurance available under the National Flood Insurance Program to the extent coverage can be obtained under the National Flood Insurance Program, shall apply during the life of the property, regardless of transfer of ownership of such property.

It will comply with all applicable flood insurance requirements contained in the Notice, which includes, but not limited to, compliance with 42 USCA § 4012a and 42 USCA § 5154a. Grantee, its recipients, and its sub-recipients must implement procedures and mechanisms to ensure that assisted property owners comply with all flood insurance requirements, including purchase and notification requirements described in the herein referenced federal statutes, prior to providing assistance. HUD does not prohibit the use of CDBG-DR funds for existing

residential buildings in the Special Flood Hazard Area (SFHA) or "100-year" floodplain. However, Federal laws and regulations related to both flood insurance and floodplain management must be followed, as applicable. With respect to flood insurance, a HUD-assisted homeowner for a property located in a SFHA must obtain and maintain flood insurance in the amount and duration prescribed by FEMA's National Flood Insurance Program. Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C.A § 4012a) mandates the purchase of flood insurance protection for any HUD-assisted property within the SPHA.

27. It will comply with the Farmland Protection Policy Act, 7 U.S.C.A. §4201 et seq., which requires recipients of federal assistance to minimize the extent to which their projects contribute to the unnecessary and irreversible commitment of farmland to nonagricultural uses.

28. It will comply with Sections 1012 and 1013 of Title X of the Housing and Community Development Act of 1992 (Public Law 102-550, as amended). The regulation appears within Title 24 of the Code of Federal Regulations as part 35 (codified in 24 CFR 35). The purpose of this regulation is to protect young children from lead-based paint hazards in housing that is financially assisted by the Federal government or sold by the government. This regulation applies only to structures built prior to 1978.

29. It will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901, et seq.).

30. It will comply with the Clean Air Act (42 U.S.C. §7401, et seq.), which prohibits engaging in, supporting in any way, or providing financial assistance for, licensing or permitting, or approving any activity which does not conform to the State implementation plan for national primary and secondary ambient air quality standards.

31. In relation to water quality, it will comply with:

a. The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f) et seq. and U.S.C. §349), as amended, particularly Section 1424(e) (42 U.S.C. §§ 300h-303(e)), which is intended to protect underground sources of water. No commitment for federal financial assistance can be entered into for any project which the U.S. Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal drinking water source for an area; and

b. The Federal Water Pollution Control Act of 1972, as amended, including the Clear Water Act of 1977, Public Law 92-212 (33 U.S.C. §1251, et seq.) which provides for the restoration and maintenance of the chemical, physical and biological integrity of the nation's water.

32. It will comply with HUD Environmental Standards (24 CFR, Part 51 and 44 F.R. 40860-40866).

33. With regard to wildlife, it will comply with:

- a. The Endangered Species Act of 1973, as amended (16 U.S.C. §1531 et seq.). Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of habitat of such species which is determined by the U.S. Department of the Interior, after consultation with the state, to be critical; and
- b. The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. §661 et seq.) which requires that wildlife conservation receives equal consideration and is coordinated with other features of water resource development programs.

Sign on the next page.

Balance of this page left blank intentionally.

Signing these assurances means that Applicant/Grantee/Sub recipient agrees to implement its program in accordance with these provisions. Failure to comply can result in serious audit and/or monitoring findings that require repayment of funds to the State or expending Applicant/Grantee/Sub recipient funds to correct deficiencies.

Grantee

By: _____

Title: _____

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

The following Resolution was offered by Mr. /Ms. _____ who moved for its adoption and was seconded by Mr. /Ms. _____.

A RESOLUTION AUTHORIZING MAYOR FRIDAY ELLIS TO ENTER INTO AND EXECUTE A NON-FEDERAL REIMBURSABLE AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION RELATED TO THE KANSAS LANE - GARRETT ROAD CONNECTOR AND I-20 IMPROVEMENTS PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Kansas Lane - Garrett Road Connector and I-20 Improvements Project directly impacts and affects Runway 4's Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR) underground power, communication cable, and infrastructure system at the Monroe Regional Airport;

WHEREAS, on behalf of the Louisiana Department of Transportation and Development, the City desires to enter into an agreement with the Federal Aviation Administration to provide technical, engineering support, design, and construction services to support the relocation, replacement, and reestablishment of the Runway 4 MALSR;

WHEREAS, the City will be responsible for paying the costs of the FAA's services but will be reimbursed by LaDOTD for the costs of such services in accordance with the MALSR Power Supply Agreement dated May 24, 2023; and

WHEREAS the Non-Federal Reimbursable Agreement between the Department of Transportation Federal Aviation Administration and the City of Monroe is attached hereto and made part hereof.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Monroe, in legal and regular session convened, that the Mayor Friday Ellis is authorized to execute and enter into the Non-Federal Reimbursable Agreement between the Department of Transportation Federal Aviation Administration and the City of Monroe on behalf of the City of Monroe; and

BE IT FURTHER RESOLVED that Mayor Friday Ellis is hereby authorized to execute and/or submit any documents necessary to effectuate said agreement.

This Resolution was submitted in writing and was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of February 2024.

CITY CLERK

CHAIRPERSON

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**THE CITY OF MONROE, OUACHITA PARISH
MONROE REGIONAL AIRPORT
MONROE, LOUISIANA**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the City of Monroe, Ouachita Parish, Monroe, Louisiana (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and The City of Monroe, Ouachita Parish, Monroe, Louisiana.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

A. This Agreement provides funding for FAA services limited to labor, travel, and expenses required to perform limited technical and/or engineering support, design, and construction services to support the Louisiana Department of Transportation and Development's LA Route 594/Millhaven Road highway project impacting the FAA's Runway 4 Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR) cabling and infrastructure at Monroe Regional Airport (MLU).

The scope of this Agreement supports technical consultation, site visits, feasibility assessments, project planning, scope definition, development of cost estimate(s),

review of Sponsor provided design packages, development of FAA design packages, construction/installation oversight, modification, removal, and restoration required to address impacted FAA NAS facilities. No government furnished equipment will be provided under this Agreement. If required, the FAA and the Sponsor will enter into a separate agreement to outline additional work beyond the scope of this Agreement.

FAA support may be affected by government shutdowns, pandemics, natural disasters or other items outside of FAA control. FAA engineer and technician onsite support will be coordinated in advance and scheduled in accordance with FAA travel restrictions. No construction work shall be performed involving FAA facilities, systems, and equipment during FAA maintenance moratorium periods, which will be provided by FAA. Waivers will not be approved during a FAA moratorium. Therefore, this Agreement is titled:

**Monroe, LA (MLU) - LA Route 594/Millhaven Road highway project
impacting the Runway 4 MALSR at Monroe Regional Airport**

B. The Runway 4 MALSR is located on property owned by the Sponsor under a Memorandum of Understanding between the FAA and the Sponsor. The Sponsor is entering into this Agreement on behalf of the Louisiana Department of Transportation and Development (LA DOTD) and will serve as LA DOTD's liaison with the FAA for this project. The LA DOTD's project for improvements to LA Route 594/Millhaven Road will affect infrastructure supporting the Runway 4 MALSR, the driveway to MALSR Stations 22 and 24 and security fencing of the MALSR site.

C. The FAA will perform the following activities:

Engineering:

1. Provide all technical assistance necessary to ensure that the Sponsor's project meets FAA rules, regulations, orders, requirements, and standards.
2. Provide the design layout for new facilities to include footprint for relocated or new equipment, grounding plates, cable trays, lighting fixtures, and power raceways.
3. Provide all FAA standard drawings, specifications, and directives for use by the Sponsor in execution of the project.
4. Meet with the Sponsor as required to coordinate and discuss project planning and engineering.
5. Coordinate with the Sponsor in order to ensure that National Environmental Policy Act (NEPA) documentation for the project incorporates associated FAA actions. Also ensure NEPA documentation meets FAA requirements and approvals.
6. Provide engineering as required for FAA Resident Engineer (RE) or installation Technical Onsite Representative (TOR).

7. Perform engineering design reviews of the Sponsor's plans and specifications in support of the Sponsor's construction project that affects FAA systems or equipment.
8. The FAA will require 21 calendar days for review of the 50% and 100% packages [or percentages as agreed between FAA and Sponsor], and 60 calendar days for review of the 90% design plans submission. The Sponsor's design plans and specifications are not final until the FAA has notified the Sponsor that all of the FAA's comments, suggestions, and/or requirements have been incorporated into the design plans and specifications.

Construction/Installation:

1. Provide technical assistance to the Sponsor to enable the Sponsor to meet applicable FAA rules, regulations, orders, requirements, standards, and specifications during the construction phases of the project.
2. Locate and mark all FAA power and control cables in the area affected by the Sponsor's construction. Any excavation required for cable location confirmation will be executed by the Sponsor with FAA oversight.
3. Provide RE oversight for the Sponsor's project impacting FAA facilities and buried cables, advise Sponsor regarding FAA requirements, and inspect infrastructure being accepted by the FAA. **No work will be accepted unless performed under the oversight of the FAA RE.** It is the RE's responsibility to protect the FAA's interests during the construction phases of the project which impact the FAA facilities, systems, equipment, and their infrastructure.
 - a. In furtherance of his/her responsibilities, the FAA RE will:
 - 1) Be the FAA's primary point of contact for the Sponsor during the project to ensure that all necessary information is coordinated with the appropriate FAA parties.
 - 2) Ensure all reasonable efforts are made to minimize the impact to the FAA operations and existing facilities.
 - 3) Notify the Sponsor and FAA personnel about any observed discrepancy and document significant discrepancies between the approved design plans and specifications and the actual work performed.
 - 4) Notify the Sponsor of any failure of the work or materials to conform to the contract, the design plans and specifications, drawings, and any delays in the schedule.
 - 5) Keep a construction diary and weekly status reports on the FAA facilities, systems, and equipment affected by the project.
 - 6) Assist the Sponsor in ensuring compliance with all the FAA rules, regulations, orders, standards, requirements, and agreements.
 - 7) Witness key events in the project such as, but not limited to, the placement of rebar and pouring of concrete, the splicing, connecting, and testing of all the FAA field cables, and the exothermic welding of

- grounding, bonding, and lightning protection connections.
- 8) The presence of the FAA RE does not relieve the Sponsor from complying with the agreed to design, including compliance with all applicable FAA rules, regulations, orders, standards, requirements, and agreements.

b. The RE does NOT have authority to:

- 1) Revoke, alter, or waive any requirement of the design plans and specifications, drawings, or the construction contract let by the Sponsor.
 - 2) Act as the contractor's foreman or perform any other duties for the contractor.
 - 3) Enter into or take part in any labor dispute between the Sponsor and its construction contractor.
 - 4) Participate in, settle, or otherwise decide contractual matters in dispute between the Sponsor and its construction contractor.
4. A TOR will be available as necessary and available per Agency guidelines during installation, tune up, checkout, optimizing, and flight inspection activities of the project to inspect the installation and observe the establishment of FAA facilities per FAA Orders and specifications.
5. Provide access to impacted FAA facilities.
6. The FAA will perform cable terminations or reconnections at FAA-owned facilities or equipment or provide oversight if the terminations or reconnections are not performed by the FAA.
7. The FAA will provide an FAA technician to shut down or restore the associated NAVAIDs, Visual Aids (VISAIDs), and communications systems and any other FAA-owned equipment as necessary. [Note: The ability for the SSC to restore the NAVAIDs and VISAIDs during project work will depend upon the SSC's scheduled periodic and corrective maintenance and their available staffing.]
8. The FAA will provide additional services on a case-by-case basis (e.g., cable location support for FAA-owned facilities) deemed necessary by the FAA and the Sponsor and approved by the respective FAA District Facilities Manager and the SSC Manager.
9. The FAA Project Engineer will review and provide feedback to the Sponsor on shop drawings for materials the Sponsor proposes to use applicable to FAA facilities and/or equipment.
10. The FAA will coordinate, participate in, and perform with the Sponsor all necessary activities associated with the completion of the project. This includes all requirements necessary for restoration and commissioning of any affected FAA equipment, and participation in the Sponsor's Contract Acceptance Inspection (CAI) to return the affected FAA facilities to service.

11. The FAA may acquire specialized service(s), as necessary, to complete technical aspects of installation of facilities/services as outlined in the scope of this Agreement.

D. The Sponsor will perform the following activities:

Engineering:

1. Provide funding sufficient to cover costs associated with the applicable phase of this agreement no later than 30 calendar days prior to commencement or sufficient lead time to support contracting activities, whichever is greater.
2. No work may begin that affects FAA facilities until the design plans and specifications are final.
3. Support Engineering Services availability by not seeking engineering design review support before this Agreement is funded. Should the Sponsor decide to accelerate the schedule ahead of agreed upon dates, Technical Operations technicians and engineers may not be available to support. Thus, this Agreement would have to be canceled, or amended if Tech Ops staff is available to support an accelerated timeline.
4. Request cable location marking support from the Shreveport Tech Ops System Support Center (SSC) two weeks in advance of when needed.
5. Perform all appropriate surveys and engineering design for the Sponsor's project impacting FAA facilities, equipment, and infrastructure.
6. Prepare NEPA documentation for FAA actions connected with this project. Provide NEPA documentation for FAA review and comment.
7. Develop the plans and specifications for the construction of the Sponsor's project and required space for FAA equipment, with FAA's participation and approval. The Sponsor shall coordinate any interruptions or changes that may have an impact to FAA facilities, systems, and equipment necessitated by the Sponsor's project. Scope of work includes but is not limited to:
 - a. All plot site preparation work (e.g., siting, trenching, grading, filling, foundations, power) in establishing new supporting MALSR infrastructure.
 - b. Replace driveway/access entrance to MALSR Stations 22 and 24 and provide adequate improved space for safe entrance to and exit from the site.
 - c. Replace gate and fencing impacted by the highway project to meet current FAA security standards and not impede the ability to lower poles for maintenance.
8. Provide FAA an initial engineering package (50% or greater) no later than 120 days prior to construction. Provide an intermediate engineering package (90% or greater) no later than 90 days prior to construction that has resolved all of the comments and issues identified in the 50% review. Provide a final engineering package (100%) no later than 60 days prior to construction that has resolved all of the comments and issues identified in the 90% review. The Sponsor's design plans and specifications are not final until the FAA has notified the Sponsor that

all of the FAA's comments, suggestions, and/or requirements have been incorporated into the design plans and specifications. No work may begin that affects FAA facilities until the design plans and specifications have received final approval from the FAA.

9. Coordinate the Sponsor's schedule and construction sequencing plan with the FAA NAVADS Engineering Center before finalizing the plan to ensure that the Sponsor and FAA are in agreement on the critical path, schedule, and milestones. This should be done during the project design phase, before construction contract award. In addition, provide a copy of the Sponsor's schedule within 30 calendar days of the effective date of this Agreement, and updated monthly (or as soon as changes occur), including the following tasks:

- a. Construction bid
- b. Construction award
- c. Construction start
- d. Construction complete
- e. Overall construction sequencing schedule, to include FAA facilities
- f. Date when FAA is to assume ownership for work on buried infrastructure

10. Provide to the FAA in hard-copy format four (4) sets of 11" x 17", (½ size), and four (4) full American National Standards Institute (ANSI) size "D" and one (1) electronic copy using AutoCAD of the complete and finalized Plans and Specifications for the FAA's coordination and review at the agreed-upon design phases. Within 21 calendar days of receipt of the FAA's comments, or within such other period as the parties may agree, the Sponsor will provide to the FAA below Engineering Center(s), a written response to each of the FAA's comments, suggestions, and requirements. The 100% Plans and Specifications are not final until the Article 4. Technical Engineering Center POC(s), has notified the Sponsor that all of the FAA's comments, suggestions, and requirements have been incorporated into the Plans and Specifications.

11. Provide to the FAA final project plans and specifications that incorporates the FAA's comments from the 100% engineering review no later than 21 calendar days after FAA approval of the 100% drawings. The complete/finalized project drawings and plans and specifications shall be sent to the Engineering Services address listed in this section.

12. Complete the contract, construction bid, and award process for the construction phase of the project using approved FAA plans and specifications for FAA impacted facilities. The project's scope of work will include but not be limited to all plot site preparation work (e.g., trenching, grading, filling, foundations, demolition) and the installation of all necessary equipment and associated infrastructure. Sponsor will not bid the portion of work that includes the FAA equipment and cabling until the FAA has agreed that all of the drawings and specifications are final.

13. No construction associated with this project that affect FAA facilities or equipment may begin prior to receipt of the foregoing FAA design approval. Furthermore, the Sponsor shall advise the FAA immediately of any proposed changes to the "approved" design plans and specifications before and during the project's construction. Before starting any construction, provide four (4) full size sets of the construction package to FAA Engineering Services:

FAA NAVAIDS Engineering Center Fort Worth, AJW-2C14C
ATTN: Aaron Escalante
10101 Hillwood Parkway
Fort Worth, TX 76177
Phone: (817) 222-5575
Email: Aaron.Escalante@faa.gov

14. Provide any information on hazardous materials or other environmental conditions that may impact the FAA relocated facilities. This information includes, but is not limited to, previous and current studies/reports conducted on known or suspected areas of environmental contamination located on or adjacent to airport property. The Sponsor agrees to remediate, at its sole cost, all hazardous substance contamination found to impact the proposed FAA facility sites prior to construction and modification to the land rights MOA. In the event that contaminants are discovered on future FAA equipment areas during the course of the FAA's environmental due diligence documentation process, the FAA will require that those areas be remediated. Should this occur, the FAA would coordinate further details with the Sponsor.

15. Submit FAA Form 6000-26 Airport Sponsor Strategic Event Submission Form (Outage Request Form) no-less-than 45 calendar days prior to the start of construction that will impact NAS facilities, result in a full or partial runway closure, or result in a significant taxiway closure. This form is available at <https://oeaaa.faa.gov> under the Forms section on the left pane. This form may also be used to notify the FAA of any changes to the project schedule.

16. Provide a copy of the submitted FAA Form 6000-26 to the Article 4. Technical POC(s).

17. Sponsor shall submit required Airspace cases (FAA Form 7460) showing information regarding construction vehicles and equipment during the project to include all trenching operation locations, contractor staging areas, cranes, etc. Sponsor shall respond to all Airspace case reviewer questions and comply with all reviewer comments. A "determination letter" must be received and reviewed by the FAA Project Engineer before any construction can begin. Airspace cases can be submitted online via <https://oeaaa.faa.gov>.

Construction/Installation:

1. Provide funding for all activities outlined in this Agreement.
2. Support Engineering Services availability by not seeking Construction/Installation support before this Agreement is funded. Should the Sponsor decide to accelerate the schedule ahead of agreed upon dates, Technical Operations technicians and engineers may not be available to

- support. Thus, this Agreement would have to be canceled, or amended if Tech Ops staff is available to support an accelerated timeline.
4. Provide the following detailed schedules:
- a. Construction – The sponsor will provide a detailed schedule of all activities involving FAA impacts no later than 60 calendar days prior to commencing construction. The activities will be delineated by location and phases of construction. Construction requiring FAA oversight shall phased in such a manner that there are no gaps, which would require multiple return trips. If such gaps are necessary, the FAA reserves the right to renegotiate the agreement.
 - b. Work Schedule – The sponsor will provide a detailed schedule that includes the number of crews, their location and the number of shifts that will be utilized no later than 60 calendar days prior to construction. Update schedule bi-weekly or as soon as changes occur.
5. Facilitate, document, and mitigate issues identified by the FAA in a timely manner in an effort to align with scheduling of FAA or its contracted onsite presence.
6. Verify marked FAA power and control cables by hand digging or hydro excavation at multiple locations in the construction zone to establish the depth and routing of FAA cables. Replace FAA power and control cables for FAA facilities, systems, and equipment impacted by the project activities in accordance with applicable FAA rules, regulations, orders, requirements, and standards.
7. In the case of a cut cable, the sponsor will replace the damaged cable between termination points. The FAA will participate in a joint inspection of the repaired cable in each hand-hole/manhole for proper racking and tags, as well as grounding and terminations. No splicing of cables allowed except at existing splice locations.
8. Ensure a splice kit is onsite while working around FAA cabling as outlined in FAA-C-1391 (series).
9. Provide copies of all critical shop drawings, as required.
10. Provide all appropriate documentation on make/models numbers and manuals on all systems installed as required.
11. Provide, construct and install all infrastructure and materials per FAA drawings, standards and specifications, including but not limited to man holes, hand holes, duct banks, conduits, cables, patch panels and terminations. Installation of infrastructure and cables shall meet the standards specified in FAA Specification FAA-C-1391e, *Installation, Termination, Splicing and Transient/Surge Protection of Underground Electrical Distribution System Power Cables* and FAA Order JO 6950.22A, *Maintenance of Electrical Power Cables*.
- a. The Sponsor will test cables prior to terminating the impacted cables in accordance with FAA Order JO 6000.204, *Maintenance of National Airspace System (NAS) Telecommunication Services*, for copper cables.

- 1) Once cables are terminated and prior to permanently sealing the enclosure, the sponsor will test cables in the presence of the RE to ensure connectivity meets or exceeds establishment criteria.
- 2) All outages must be coordinated in advance with the RE. The FAA will be responsible for removing and returning equipment/signals from the impacted cables.
 - b. Upon completion of installation, the Sponsor will test the cables and patch panels, in the presence of the RE. Each cable must pass the test in order for its associated system to be returned to service.
12. Provide direction and instruction to its contractors in accordance with comments and instructions received from the FAA.
13. Ensure Sponsor's contractor maintains an adequate inspection system and performs such inspections to ensure the work performed under the contract conforms to requirements in this Agreement. The Sponsor's contractors shall maintain complete inspection records and make them available to the FAA. All work is subject to FAA inspection at all places and at all reasonable times before acceptance.
14. Correct any deficiencies to the work performed by the Sponsor on FAA equipment sites that are identified by the FAA RE during oversight or inspection of construction. For any items corrected by the Sponsor's contractor, the Sponsor will be responsible for payment to the contractor.
15. Provide the FAA RE the opportunity to inspect all components of construction activities covered by this agreement.
16. Conduct any required Safety Risk Management (SRM) activities for the Sponsor's project.
17. Participate in all Operational Risk Management (ORM) meetings by providing the FAA with project information, including but not limited to schedule, work area, work plan, and work hours, so the FAA may complete risk management documentation and prepare the FAA Integrated Risk Management Checklist (IRMC).
18. Notify and coordinate with the FAA all requests to shut down any FAA navigational facilities, systems, or equipment no-less-than 45 calendar days prior to the start of construction. A construction schedule must accompany any request for the shutdown of any FAA navigational facility, system, or equipment. There may be times when a request for shutdown of a facility will not be granted due to air traffic operations. Note: No construction work shall be performed during FAA maintenance moratorium periods, which will be provided by FAA.
19. Notify the Article 4 Technical POC(s) at least 60 calendar days in advance of when FAA construction oversight services are required. An RE will be required when any construction associated with or on FAA facilities, systems, or equipment or the infrastructure associated with the foregoing takes place. The presence or absence of an FAA RE does not relieve the Sponsor or its contractor from any requirement contained in this Agreement, nor is the RE

- authorized to change any term or condition of the Agreement without the FAA Contracting Officer's written authorization. **No work will be accepted unless performed under the oversight of the FAA RE.**
20. For any items corrected by the Sponsor's contractor, the Sponsor will be responsible for payment to the contractor.
 21. For any items completed by the FAA, the Sponsor will pay the FAA in advance.
 22. Provide the FAA unencumbered access to all site areas impacting FAA facilities.
 23. Per FAA Advisory Circular 150/5370-12B, the sponsor must provide and maintain competent technical supervision at the construction site throughout the project to ensure the work conforms to the plans, specifications, and schedules approved by the FAA for the project. Refer to AIP grant Assurance No. 17, *Construction Inspection and Approval*. The sponsor must provide adequate construction quality assurance inspection for all stages of work. This includes adequate documentation of the quality assurance results and reporting on the contractor's work progress. All work is subject to FAA inspection at all places and at all reasonable times before acceptance.
 24. Ensure that no other activities or projects at the Airport, scheduled or otherwise, interfere with the FAA's acceptance testing or other scheduled activities.
 25. Participate in any and all Contractor Acceptance Inspection(s) (CAI) and Joint Acceptance Inspections (JAI) of all FAA impacted facilities at the end of construction for the purpose of identifying any deficiencies or corrections required, otherwise noted as exceptions. The FAA will conduct a JAI prior to the commissioning and return-to-service of any FAA system. Exceptions noted will be remedied by the sponsor no later than 60 calendar days after the CAI/JAI. If exceptions are not corrected within 60 calendar days of the CAI/JAI, the FAA will clear the remaining exceptions and charge the cost to the sponsor through the reimbursable agreement. All exceptions must be cleared or otherwise resolved before the agreement can be closed out.
 26. Provide to the FAA at the time of the CAI, all warranty information and documentation for all FAA facilities, systems, and infrastructure on work done by the Sponsor's contractor, including material and equipment provided, and cable and grounding/lightning protection system testing.
 27. Provide the FAA three (3) sets of ANSI size "D" of "As-Built" drawings of the construction phase in hard copy format and one set in electronic file, using AutoCAD format. The electronic file shall include all the accompanying library files needed to generate a complete set of drawings. If the Sponsor does not provide the "As-Built" drawings within 60 days of completion of the project, as required by this Agreement, the FAA will complete the "As-Built" drawings and bill the Sponsor. The As-Built drawings must show what was actually built, not just the proposed construction.
 28. Submit FAA Form 6000-26 *Airport Sponsor Strategic Event Submission Form* no less than 45 days prior to the start of construction that will impact NAS facilities, result in a full or partial runway closure, or result in a significant

taxiway closure. This form is available on the OE/AAA website. This form may also be used to notify the FAA of any changes to the project schedule.

E. This agreement is not in whole or in part funded with funding from an AIP grant.

ARTICLE 4. Points of Contact

A. FAA:

1. The FAA, Air Traffic Organization, Central Service Area, Planning and Requirements Group, NAS Planning Team, will provide administrative oversight of this Agreement. David Hafer is the Lead Planner and liaison with the Sponsor and can be reached at (817) 222-4875 or via email at david.w.hafer@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. The FAA NAVAIDS Engineering Center, Fort Worth, Texas, will perform the scope of work included in this Agreement. Aaron Escalante is the NAVAIDS Engineering Manager and liaison with the Sponsor and can be reached at (817) 222-5575 or via email at aaron.escalante@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
3. The execution, amendment, and administration of this Agreement must be authorized and accomplished by the FAA's Contracting Officer, Bradley K. Logan who can be reached at (817) 222-4395 or via email at brad.logan@faa.gov.

B. Sponsor:

City of Monroe, Monroe Regional Airport
Attn: Charles Butcher, Airport Director
5400 Operations Road
Monroe, LA 71203
Phone: (318) 329-2460
Email: charles.butcher@ci.monroe.la.us

ARTICLE 5. Non-Interference with Operations

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

ARTICLE 6. Property Transfer

- A. To the extent that the Sponsor provides any material associated with the Project, and to the extent that performance of the requirements of this Project results in the creation of assets constructed, emplaced, or installed by the Sponsor, all such material (buildings, equipment, systems, components, cable enclosures, etc.) and assets will be transferred to and become the property of the FAA upon project completion. For purposes of this Article 6, "project completion" means that FAA has inspected the specific equipment or construction, and has accepted it as substantially complete and ready for use. The creation of an additional agreement will not be required, unless such other agreement is required by the laws of the state in which the subject property is located. The Sponsor and FAA acknowledge by execution of this agreement the FAA will accept the fundamental responsibilities of ownership by assuming all operations and maintenance requirements for all property transferred to the FAA. The transfer of asset(s) will occur on the date the asset(s) is placed in service. It has been determined the subject transfer(s) to FAA is in the best interest of both the Sponsor and FAA.
- B. In order to ensure that the assets and materials subject to this Article remain fully accounted-for and operational, the Sponsor will provide the FAA any additional documents and publications that will enhance the FAA's ability to manage, maintain and track the assets being transferred. Examples may include, but are not limited to, operator manuals, maintenance publications, warranties, inspection reports, etc. These documents will be considered required hand-off items upon Project completion.

ARTICLE 7. Estimated Costs

The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
Engineering Support	53,820.00
Environmental Support	998.88
Construction Support and Oversight	71,642.40
Labor Subtotal	126,461.28
Labor Overhead	25,140.50
Total Labor	151,601.78
Non-Labor	
Travel	20,316.00
Drafting, supplies, miscellaneous	10,000.00
Non-Labor Subtotal	30,316.00
Non-Labor Overhead	2,425.28
Total Non-Labor	32,741.28
TOTAL ESTIMATED COST	184,343.06

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9 of this Agreement. This Agreement will not extend more than five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The

sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS or overnight method is:

Federal Aviation Administration
Reimbursable Receipts Team
800 Independence Ave S.W.
Attn: Rm 612A
Washington D.C. 20591
Telephone: (202) 267-1307

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

City of Monroe
Attn: Charles Butcher
5400 Operations Road
Monroe, LA 71203
Phone: (318) 329-2460
Email: Charles.Butcher@ci.monroe.la.us

D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.

E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Amendments

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to

this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

- A. This Agreement
- B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under one or more of the following authorities: 49 U.S.C. § 106(i), 31 U.S. Code 6505 Intergovernmental Cooperation Act. Under these authorities, the Administrator of the FAA is authorized to enter into and perform such contracts, leases, cooperative agreements and other transactions as necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator considers appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2.1, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

AGREED:

FEDERAL AVIATION
ADMINISTRATION

CITY OF MONROE
OUACHITA PARISH

SIGNATURE _____

NAME Bradley K. Logan

TITLE Contracting Officer

DATE _____

SIGNATURE _____

NAME _____

TITLE _____

DATE _____

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

MALSR POWER SUPPLY AGREEMENT
STATE PROJECT NO. H.007300
FEDERAL AID PROJECT NO. H007300
KANSAS LANE - GARRETT ROAD CONNECTOR AND I-20 IMPROVEMENTS
OUACHITA PARISH

THIS AGREEMENT is made and executed in three original copies on this 24th day of July, 2023, by and between the Department of Transportation and Development, through its Secretary, hereinafter referred to as "DOTD," and the "CITY OF MONROE," a political subdivision of the State of Louisiana, hereinafter referred to as "ENTITY."

WITNESSETH: That;

WHEREAS, DOTD and Entity previously entered into an Agreement dated February 15, 2017, to widen LA 594 (Millhaven Road) as part of the project named "Kansas Lane – Garrett Road Connector and I-20 Interchange Improvements," DOTD Project Number H.007300.

WHEREAS, DOTD Project Number H.007300 is part of a transportation improvements program serving to implement the area-wide transportation plan held currently valid by the Ouachita Council of Governments , and developed as required by Section 134 of Title 23, U.S.C.;

WHEREAS, DOTD Project Number H.007300 to widen the roadway requires the relocation of an underground power and communications cable for a Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR) owned by the Federal Aviation Administration (FAA) that is in conflict with the widening work.

WHEREAS, Entity has requested an appropriation of funds from DOTD to finance the relocation of the above described power and communications cable for the MALSR, hereinafter the "Project", as further described herein; and

and

WHEREAS, DOTD is agreeable to the implementation of the Project and desires to cooperate with Entity as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

ARTICLE I: PROJECT DESCRIPTION

DOTD Project Number H.007300 is located East of downtown Monroe between U.S. Highway (US) 165 and the Monroe Regional Airport. The improvements that will be undertaken under this

MALSR Power Supply Agreement
State Project No. H.007300
Kansas Lane - Garrett Road Connector and I-20 Improvements
Ouachita Parish
Page 2 of 7

Agreement pertain to power and communication cables owned by the FAA and used for the MALSR at the Monroe Regional Airport. This Project will require the relocation of these cables and any work deemed necessary by the FAA in its preliminary assessment.

ARTICLE II: SCOPE OF SERVICES

The scope of the improvements under the Project will be determined by a preliminary assessment performed by the FAA. At a minimum, the Project will require the relocation of the MALSR power supply.

Entity shall prepare a comprehensive statement of work, a detailed and itemized estimate of the cost of the work to be performed by Entity, and necessary drawings and specifications indicating the plan of work. These documents shall be prepared in such form and detail as to comply with all Federal and State laws, rules, regulations, orders and approvals applicable to such projects.

Following preliminary work by the FAA, Entity will prepare plans and specifications for the proposed Project. Entity will construct, install and supervise the construction and/or installation of the Project. FAA will provide construction engineering and inspection (CE&I) for the cable relocation work.

The goal of the Project is to relocate the MALSR power supply in a manner that complies with FAA standards and the FAA's preliminary assessment and meets the objectives, deliverables, and performance measures as determined and dictated by the project plans and specifications for State Project No. H.007300 and Federal Project No. H007300, which are incorporated herein by reference.

ARTICLE III: FUNDING

DOTD agrees to reimburse Entity for 100% of the \$22,000 in FAA preliminary engineering fees and up to \$260,000 for any portion of the Entity's design and construction costs, and \$165,000 in FAA CE&I costs, arising directly from the relocation of the FAA facilities in conflict with the H.007300 project. To receive reimbursement, Entity will submit a request for payment along with a progress report, approved subcontractor invoices, and proofs of payment.

ARTICLE IV: FINAL ACCEPTANCE

The parties agree that the FAA will be responsible for the final inspection and Final Acceptance of the project. Entity will notify the FAA upon completion of the project and arrange for the final inspection.

MALSR Power Supply Agreement
State Project No. H.007300
Kansas Lane - Garrett Road Connector and I-20 Improvements
Ouachita Parish
Page 3 of 7

ARTICLE V: AMENDMENTS/MODIFICATIONS

This Agreement may be amended or modified at any time by mutual consent of the parties, provided, however, that any modification, amendment, alteration, variation, or waiver of any provision(s) of this Agreement shall be valid only when it has been reduced to writing and executed by all parties.

Any permit required by this Agreement may be modified as provided by law.

ARTICLE VI: TERM

This Agreement shall commence on the date first written above and shall remain in effect until all the work has been completed and accepted, all payments required to be made have been made, and all obligations and conditions contained herein have been satisfied.

ARTICLE VII: TERMINATION

This Agreement may be terminated under any of the following conditions:

1. By mutual written agreement and consent of the parties hereto; or
2. By DOTD by giving thirty (30) days written notice to Entity; or
3. By Entity should it desire to cancel the Project prior to the advertisement thereof, provided any federal/state costs that have been incurred for the development of the project shall be repaid by Entity.

ARTICLE VIII: NONASSIGNABILITY

Neither DOTD nor Entity shall assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the other party.

ARTICLE IX: RECORD KEEPING/AUDITS

The parties will maintain all documents, papers, file books, accounting records, appropriate financial records and other evidence related to costs incurred relative to this Agreement. All such records shall be maintained by the parties for a period of five (5) years following completion and

MALSR Power Supply Agreement
State Project No. H.007300
Kansas Lane - Garrett Road Connector and I-20 Improvements
Ouachita Parish
Page 4 of 7

Final Acceptance of the Project.

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of the parties that relate to this Agreement. The parties shall be audited in accordance with La. R.S. 24:513, as applicable.

ARTICLE X: INDEMNIFICATION/NO THIRD PARTY BENEFICIARY

Entity shall indemnify and save harmless DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of Entity, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement or in connection with the services required or performed by Entity or resulting from the ownership, possession or control of the Project.

To the fullest extent of the law, DOTD shall indemnify and save harmless Entity against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of DOTD, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement.

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

ARTICLE XI: COMPLIANCE WITH CIVIL RIGHTS

Entity agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended; and Title II of the Genetic Information Nondiscrimination Act of 2008.

Entity agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, age, religion, sex, gender identity, national origin, veteran status, genetic information, political affiliation or disabilities.

MALSR Power Supply Agreement
State Project No. H.007300
Kansas Lane - Garrett Road Connector and I-20 Improvements
Ouachita Parish
Page 5 of 7

Any act of discrimination committed by Entity, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE XII: LEGAL COMPLIANCE

The parties shall comply with all federal, state, and local laws, regulations, and ordinances, including specifically, but not limited to, the Louisiana Code of Ethics (La. R.S. 42:1101, *et seq.*), in carrying out the provisions of this Agreement.

The applicable provisions of the Federal Highway Administration's 23 CFR 645 and the DOTD's Standards Manual for Accommodating Utilities, Driveways, and Other Facilities on Highway Rights-of-Way shall apply to utility installations made under this Agreement. All provisions and standards set forth herein are incorporated and made a part of this Agreement.

Entity agrees to abide by all applicable provisions of the Buy America requirements as specified in 23 U.S.C. 313 and the Federal Highway Administration's 23 CFR 635.410, subject to any applicable waivers that may apply. Further, Entity agrees to provide DOTD with a definitive statement about the origin of all products, permanently incorporated into the project, as covered under the Buy America requirements.

ARTICLE XIII: VENUE

The exclusive venue for any suit arising out of this Agreement shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana.

ARTICLE XIV: FISCAL FUNDING

The continuation of this Agreement 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.

MALSR Power Supply Agreement
State Project No. H.007300
Kansas Lane - Garrett Road Connector and I-20 Improvements
Ouachita Parish
Page 6 of 7

ARTICLE XV: SEVERABILITY

If any term, covenant, condition, or provision of this Contract or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

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.

WITNESSES:

STATE OF LOUISIANA
CITY OF MONROE

Lynnda McManahan BY: F Ellis
Rimberly Esses Friday Ellis
Typed or Printed Name

Mayor
Title

72-6000 903
Taxpayer Identification Number

073151961000
DUNS Number

CFDA Number

MALSR Power Supply Agreement
State Project No. HL007300
Kansas Lane - Garrett Road Connector and I-20 Improvements
Ouachita Parish
Page 7 of 7

WITNESSES:

Carmel Dupont

Dora J. Hathi

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

BY: Christopher P. King
for Secretary

RECOMMENDED FOR APPROVAL:

BY: Gregory J. Lane
Division Head

STATE OF LOUISIANA
CITY OF MONROE

RESOLUTION

NO. 2489

The following Resolution was offered by Mr. Ms. Haney, who moved for its adoption and was seconded by Mr. Ms. Marshall.

A RESOLUTION AUTHORIZING MAYOR FRIDAY ELLIS TO ENTER INTO AND EXECUTE THE MEDIUM INTENSITY APPROACH LIGHTING SYSTEM WITH RUNWAY ALIGNMENT INDICATOR LIGHTS (MALSRL) POWER SUPPLY AGREEMENT BETWEEN THE CITY OF MONROE AND LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, DOTD Project Number H.007300 to widen the roadway requires the relocation of an underground power and communications cable for a MALSRL owned by the Federal Aviation Administration (FAA) that is in conflict with the widening work.

BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened that Mayor Friday Ellis be and is hereby authorized to enter into and execute the MALSRL Power Supply Agreement between the City of Monroe and the Department of Transportation and Development as a part of the Kansas Lane - Garrett Road Connector and I-20 Interchange Improvements Project (H.007300).

BE IT FURTHER RESOLVED that said Agreement is attached hereto and made a part hereof.

This resolution having been submitted in writing was then submitted to a vote, the vote thereon being as follows:

AYES: Haney, Ernest Woods, Marshall & Dawson

NAYS: None

ABSENT: None

And the Resolution was declared adopted on the 28th day of March 2023.


CHAIRMAN


CITY CLERK

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

The following Ordinance was introduced by _____, who moved for its adoption and was seconded by _____:

AN ORDINANCE AUTHORIZING THE CITY OF MONROE TO ENTER INTO A JOINT-USE AGREEMENT WITH LA DOTD FOR PARKING ADJACENT TO OUACHITA GRAND PLAZA AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, the City of Monroe owns Ouachita Grand Plaza and leases it to Ouachita Grand Plaza, Inc. to provide housing for elderly and handicapped residents;

WHEREAS, the area adjacent to Ouachita Grand Plaza is within the right-of-way limits of Interstate 20 and under the control of Louisiana Department of Transportation (LaDOTD) and the Federal Highway Administration;

WHEREAS, the City and LaDOTD previously entered into a Joint-Use Agreement to provide for the City's use of the space as a parking lot for Ouachita Grand Plaza;

WHEREAS, adjacent parking is essential to Ouachita Grand Plaza, Inc., and the City, through its lease with Ouachita Grand Plaza, Inc., assigned its rights under the Joint-Use Agreement to use the parking lot to Ouachita Grand Plaza, Inc.;

WHEREAS, the Joint-Use Agreement has expired, necessitating a new agreement; and

WHEREAS, the City of Monroe and LaDOTD have agreed to a new Joint Use Agreement, which is attached hereto and made hereof, providing for continued use of the space.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that Mayor Friday Ellis be and is hereby authorized and empowered for and on behalf of the City of Monroe to enter into and execute the attached Joint-Use Agreement with the State of Louisiana Department of Transportation and Development.

This Ordinance was introduced on the ____ day of February, 2024.

Notice published on the ____ day of February, 2024.

This Ordinance having been submitted in writing, introduced, and published, was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on ____ day of February, 2024.

CITY CLERK

CHAIRPERSON

MAYOR'S APPROVAL

MAYOR'S VETO

**JOINT-USE AGREEMENT
STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT**

This agreement is made and entered into on the _____ day of _____, 2024, by and between the Department of Transportation and Development, hereinafter referred to as "DOTD" and the City of Monroe, Louisiana, hereinafter referred to as "Lessee".

WITNESSETH:

That DOTD for and in consideration of the covenants, conditions, agreements and stipulations of Lessee expressed does hereby agree to allow Lessee to use the land and airspace of State Highway Interstate 20 (I-20) within the limits of the State Project No. 451-06-05 R\W, 451-06-07 Const. and Federal Project No. I-20-3(9)114 R\W, I-20-3(12)115 Const., as shown on the attached drawings marked "Exhibit B" for a term of (5) years which will be automatically renewed each 5 years unless terminated by one or other of the parties.

The premises shall be used during the tenancy hereof exclusively for the purpose of allowing parking and Lessee agrees that no income will be generated by the proposed use.

The premises to be used by Lessee are more particularly described in "Exhibit A".

This agreement is granted subject to the following general conditions as applicable unless clearly inappropriate:

(1) The use of the premises shall conform in all respects to Title 23, Code of Federal Regulations, Section 710, Subpart D, "Real Property Management." It is clearly understood that the use permitted under this Joint-Use Agreement shall be unconditionally subject and subordinate to the right of DOTD to use the land for highway and other transportation purposes. Vehicular access to the area described in this Agreement directly from the established grade line of an Interstate Highway is specifically prohibited.

The airspace of this Agreement located below and within ten (10) feet of elevated structures, shall not extend above a point one (1) foot lower in elevation than the bottom of the structure, and

shall include the bottom of steel and concrete girders, pile caps, etc., as applicable.

(2) Vehicles used or designed for the transportation of gasoline or petroleum products shall not be permitted on the premises; nor shall flammables (liquids, gases and solids), as well as explosives, bulk storage of gasoline, or petroleum products, be permitted on the premises.

(3) Structures authorized to occupy the airspace will be of fireproof construction, as defined by the provisions of the applicable building codes and will not be used for the manufacture of inflammable material, or for the storage of materials, or other purposes deemed by DOTD or Federal Highway Administration to be a potential fire or other hazard to the highway. The operation and maintenance of the space will be subject to regulation by DOTD to protect against fire or other hazard impairing the use, safety, and appearance of the highway. Lessee shall, at its sole expense, keep and maintain the premises free of all grass, weeds, debris, and inflammable materials of every description, and at all times the premises shall be kept in an orderly, clean, safe and sanitary condition. A high standard of cleanliness, consistent with the location of the area as an adjunct of the State of Louisiana Highway System will be required.

(4) No new improvements shall be placed in, or upon the premises and no new alterations shall be made on, in or upon said premises without the consent and approval of DOTD and Federal Highway Administration obtained, in writing, under penalty of cancellation of the Agreement.

(5) Lessee shall be liable and responsible for all costs or expenses incurred in the construction, operation and maintenance of the facilities permitted hereunder including, but not limited to, assessments, taxes and utilities.

(6) On-premise signs, displays, or devices may be authorized by DOTD, but shall be restricted to those indicating ownership and type of activity being conducted in the facility to occupy the airspace and shall be subject to reasonable restrictions with respect to number, size, location and design by regulation of DOTD, subject to the Federal Highway Administration approval. All on-premise signs, displays, and devices indicating ownership and the type of activity being conducted in the facility existing and in place at the time of this Agreement are deemed authorized and approved.

(7) Lessee shall secure all necessary permits required in connection with operations on the premises and shall comply with all Federal, State and Local statutes; ordinances, or regulations which may affect, in any respect, Lessee's use of the premises.

(8) Lessee, at Lessee's own cost and expense, shall maintain said premises, including all driveways, fences and guardrail, heretofore or hereafter erected, subject to the approval thereof by

DOTD. Lessee shall take all steps necessary to effectively protect the fences and guardrail, and the piers and columns of the bridge from damage incident to Lessee's use of such premises, all without expense to DOTD. Lessee shall be liable to and shall reimburse DOTD for any damage to DOTD owned fences, guardrail, piers, or columns in any way resulting from or attributable to the use and occupancy of said premises by Lessee or any person entering upon the same with the consent of Lessee, expressed or implied. Any future proposed plans for driveways, fence openings, wheel rails, landscaping, surfacing and lighting shall be filed with and approved by DOTD prior to the commencement of any work hereunder by Lessee, all at Lessee's expense. There shall be no attachment to existing structures. Existing drainage patterns shall be maintained and positive drainage shall be provided in the area at all times. Fence damage shall be repaired in-kind.

(9) Lessee shall occupy and use said premises at its own risk and expense, including any and all claims for damage to property, or injury to, or death of, any person entering upon same with Lessee's consent, expressed or implied.

(10) Lessee is self-insured for general liability for bodily injury, personal injury, and property damage. Coverage includes the airspace facilities authorized in this Agreement; to provide for the payment of any damages occurring to the highway facility and to the public for personal injury, loss of life and property damage resulting from Lessee's use of the premises. Lessee may assign its obligation to provide coverage or require insurance coverage to an approved sublessor.

(11) Title and control of the area of right-of-way involved will remain with DOTD. DOTD specifically reserves the right of entry by any authorized officer, engineer, employee, contractor or agent of DOTD for the purpose of inspecting said premises, or doing of any and all acts necessary or proper on said premises in connection with protection, maintenance, painting, and operation of structures and appurtenances; provided further that DOTD reserves the right, at its discretion, to immediate entry upon the premises and to take immediate possession of the same only in case of any national or other emergency, or for the purpose of preventing sabotage, and for the protection of said structures, and during said period Lessee shall be relieved from the performance of all conditions or covenants specified herein.

(12) DOTD hereby covenants and agrees with Lessee that Lessee, shall at all times during its tenancy peaceably and quietly have, hold and enjoy the premises, without suit, trouble, or hindrance from DOTD; provided, however, and it is further agreed, that if Lessee shall not perform and fulfill each and every one of the conditions and covenants herein contained to be performed by

Lessee; or if Lessee discontinues use of the premises for more than a continuous 60-day period; or if Lessee attempts to sell or assign these premises without written consent of DOTD; said act or acts of omission or commission may, at the option of DOTD, constitute a forfeiture of all rights under, the voiding of, and the ending of the term of this Agreement, and the further occupancy of said premises after such forfeiture by Lessee shall be deemed held and taken as a forcible detainer thereof by Lessee; and said DOTD may, without notice, re-enter and take possession thereof, and with or without force and with or without legal process, evict and dispossess Lessee from said premises; and if any suit be brought by DOTD against Lessee for breach of any condition or covenant herein contained by Lessee or any summary action be brought by said DOTD for forfeiture of this Agreement or to recover possession of said premises, Lessee agrees to pay reasonable attorney's fees and costs for commencing and prosecuting said action in an amount which shall be ascertained and fixed by the Court.

(13) In the event of the termination of this Agreement by the expiration thereof, or for any other reason, Lessee will peaceably and quietly leave, surrender, and yield up to DOTD all and singular DOTD-owned premises with said appurtenances and fixtures in good order, condition and repair, reasonable use and wear thereof, and damage by earthquake, fire, and public calamity, by the elements, by act of God, or by circumstances over which Lessee has no control, excepted. Any signs or other appurtenances placed on DOTD-owned premises pursuant to any provision hereof are the personal property of Lessee and shall be removed by Lessee upon the termination of the Agreement and said premises shall be restored to its previous condition with the exception of surfacing, wheel rails, and column guards, all at the expense of Lessee; provided, that if any signs or other appurtenances are not so removed after thirty (30) days written notice from DOTD to Lessee, DOTD may proceed to remove the same, and to restore the said premises, and Lessee shall pay DOTD upon demand, the reasonable cost and expense of such removal and restoration; or DOTD may, in its absolute discretion, elect to declare the same the property of DOTD whereupon all right, title and interest of Lessee shall terminate.

(14) Notwithstanding anything herein contained to the contrary, this Agreement may be terminated, and the provisions of this Agreement may be altered, changed or amended by mutual consent of the parties hereto, all subject to the prior approval of the Federal Highway Administration.

(15) Lessee agrees to adequately maintain and police these facilities at all times to the

satisfaction of DOTD and the Federal Highway Administration.

(16) Lessee shall not lease or subcontract operations on the premises except with the prior written approval of DOTD and the Federal Highway Administration. Lessee is authorized and approved to assign and subcontract this Agreement to Ouachita Grand Plaza, Inc., a Louisiana non-profit that has historically used the City-owned building located adjacent to this parking structure to operate housing for the elderly and needy citizens of Monroe, Louisiana.

(17) The terms and provisions of this Agreement shall extend to, be binding upon and inure to the benefit of any approved successor or assignee of Lessee.

(18) The use of the premises shall be in compliance with Title 49, Code of Federal Regulations, Part 21 "Non-discrimination in Federally-assisted Programs."

(19) The property covered in this Joint Use Agreement was acquired by the Louisiana Department of Transportation and Development (DOTD) for use in highway construction and has been determined to have no significant use as or plans for use as a park, recreation, or wildlife and waterfowl purpose as described in Section 4(f) (49 U. S. C. 303). This agreement does not create a long-term right, and therefore any park or recreational activity would be temporary pending a future highway or transportation need. Section 4(f) (49 U.S.C. 303) funding sources may not be used for any properties associated with this agreement.

(20) Notwithstanding anything herein contained to the contrary, this Agreement may be terminated at any time by Lessee upon ninety (90) days prior notice, in writing, and by DOTD upon ninety (90) days prior notice, in writing, but in no event prior to one (1) year after execution, unless under provisions as provided above. In the event of cancellation by DOTD, said notice shall be served upon the City of Monroe, Louisiana at City of Monroe, Legal Department, 400 Lea Joyner Memorial Expressway, Monroe, LA 71201.

In the event of cancellation by Lessee said notice shall be served on DOTD at Post Office Box 94245, Baton Rouge, Louisiana 70804-9245. In the event of breach of any of the above nondiscrimination covenants, DOTD shall have the right to terminate the lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if this agreement had never been made or issued.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto of the date herein first above written.

CITY OF MONROE, LOUISIANA

BY: _____

(Print)

(Title)

(Date)

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

BY: _____
Tim Hutchinson, P.E.
Right-of-Way Permit Engineer

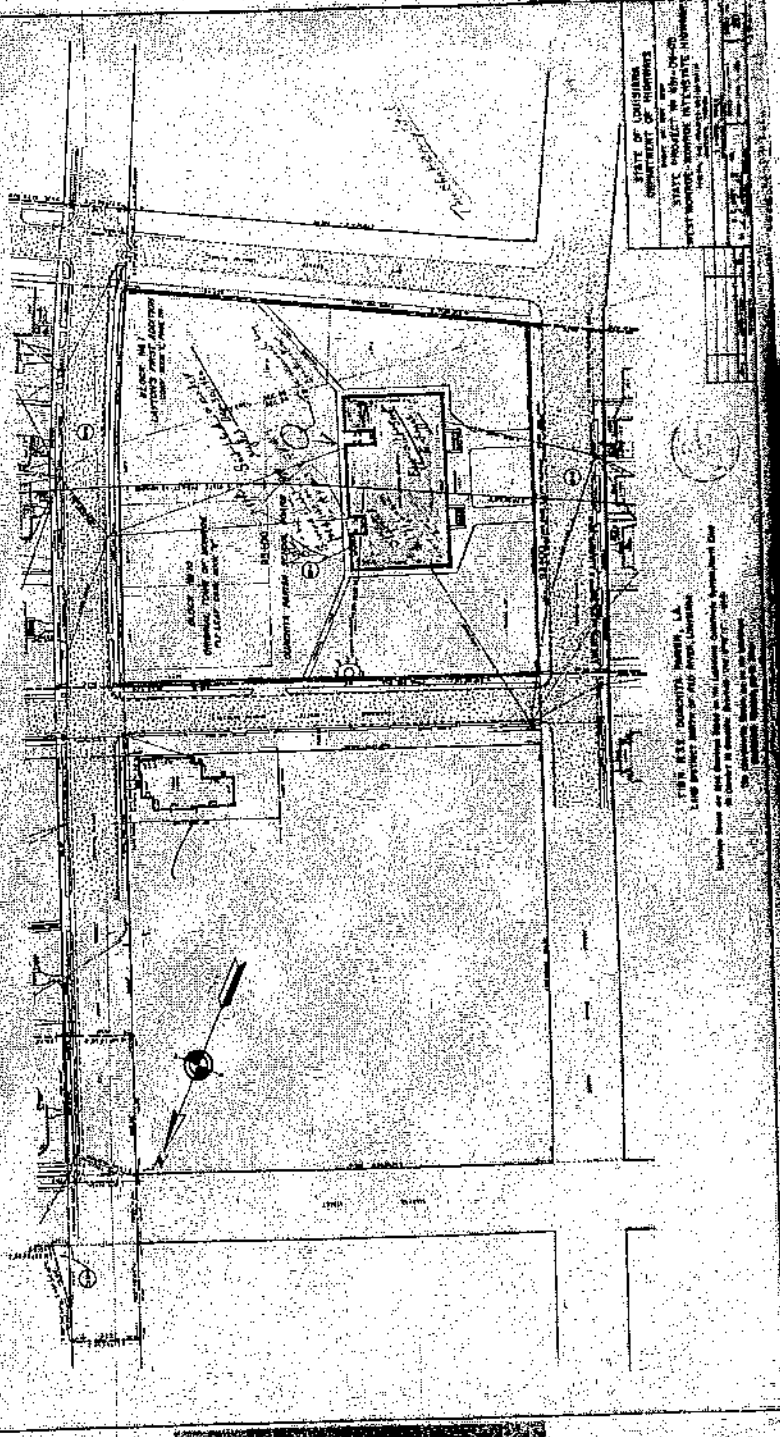
(Date)

APPROVED BY: _____
FEDERAL HIGHWAY ADMINISTRATION _____
DATE

LEGAL DESCRIPTION

Beginning on the Southeast corner of Telemaque Street and South Grand Street; thence travel S 23° 34' 34" E 252.54 ft.; thence N 73° 02' 11" E 457.48 ft.; thence N 18° 17' 43" W 110.43 ft.; thence N 23° 38' 04" W 177.00 ft.; thence S 66° 20' 56" W 303.47 ft. to the Point of Beginning. The last described property being the same as Block 10 Original town of Monroe, Louisiana and said property containing 81,507.1 sq. ft.

Exhibit B



STATE OF MISSISSIPPI
OFFICE OF THE ATTORNEY GENERAL
STATE DEPARTMENT OF REVENUE
REVENUE DEPARTMENT

THE STATE OF MISSISSIPPI
OFFICE OF THE ATTORNEY GENERAL
STATE DEPARTMENT OF REVENUE
REVENUE DEPARTMENT

ROLL 024 FRAME 191

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

The following Ordinance was introduced by Mr./Ms. _____, who moved for its adoption and was seconded by Mr./Mrs. _____.

AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MONROE AND THE INTERNATIONAL UNION OF POLICE ASSOCIATIONS, LOCAL NO. 81, AFL-CIO AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the collective bargaining agreement between the City and the Monroe Police Local #81, International Union of Police Associations, AFL-CIO, has expired;

WHEREAS, the parties have negotiated and reached an agreement on the terms of a new collective bargaining agreement, which is attached hereto and made part hereof; and

WHEREAS, in accordance with La. R.S. 44:67.1, a copy of the agreement has been posted on the City's website and written notice has been provided according to law.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the collective bargaining agreement effective March 1, 2024, through December 31, 2028, by and between the City of Monroe and the Monroe Police Local #81, International Union of Police Associations, AFL-CIO is hereby adopted.

This Ordinance was introduced on February _____, 2024.

Notice published on February _____, 2024.

This Ordinance having been submitted in writing, introduced, and published, was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on February _____, 2024.

CITY CLERK

CHAIRPERSON

MAYOR'S APPROVAL

MAYOR'S VETO

LABOR AGREEMENT

CITY OF MONROE

AND

INTERNATIONAL UNION OF POLICE ASSOCIATIONS

MONROE POLICE DEPARTMENT

LOCAL #81, AFL - CIO

2024-2028

AGREEMENT	3
PURPOSE	3
ARTICLE I: UNION RECOGNITION	3
ARTICLE II: MANAGEMENT RIGHTS	3
ARTICLE III: STRIKES AND LOCKOUTS	4
ARTICLE IV: UNION DUES	4
ARTICLE V: BULLETIN BOARDS	5
ARTICLE VI: MEETING PLACE	5
ARTICLE VII: CONVENTIONS AND MEETINGS	5
ARTICLE VIII: COURT TIME	6
ARTICLE IX: SICK LEAVE	6
ARTICLE X: VACATION TIME	6
ARTICLE XI: MILITARY SERVICE	8
ARTICLE XII: INCENTIVE PAY PLAN	9
ARTICLE XIII: SALARY	12
ARTICLE XIV: WORKING HOURS	13
ARTICLE XV: EQUIPMENT	14
ARTICLE XVI: DUTIES AND RESPONSIBILITIES	15
ARTICLE XVII: GRIEVANCE PROCEDURE	15
ARTICLE XVIII: INSURANCE AND LEGAL REPRESENTATION	15
ARTICLE XIX: PLEDGE AGAINST DISCRIMINATION AND COERCION	17
ARTICLE XX: SAVINGS CLAUSE	17
ARTICLE XXI: CONTRACT TERM	17
SIGNATURE PAGE	18

AGREEMENT

On this ____ day of _____ 2024, the City of Monroe, Louisiana (CITY), and the Monroe Police Local #81, International Union of Police Associations, AFL-CIO, (UNION), enter into and agree to the following contractual agreement (the "Agreement").

PURPOSE

The general purpose of the Agreement is to set forth certain terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the CITY, its citizens, its employees, and the UNION.

The parties agree and recognize that it is the obligation of the CITY by law to establish and the obligation of the UNION to render proper services to the public. To these ends, the CITY and the UNION encourage to the fullest degree, friendly and cooperative relations between the representatives at all levels and among all employees.

ARTICLE I: UNION RECOGNITION

The CITY recognizes the UNION as the sole and exclusive collection bargaining agent for all full-time patrolmen, radio operators, jailers, secretary to assistant chief, secretaries, accountant, beginning clerk, clerk I, clerk II and meter clerks, excluding the Chief, Assistant Chief, Majors, Captains, Lieutenants, and Sergeants, and all other employees, for the purpose of collective bargaining with respect to matters of pay, wages, hours of employment, and other terms and conditions of employment.

The positions of Chief, Assistant Chief, Majors, Captains, Lieutenants, Sergeants, and all other employees not part of the bargaining unit may be listed in the Agreement from time-to-time solely for administrative convenience.

ARTICLE II: MANAGEMENT RIGHTS

SECTION I

All managerial rights are reserved to the CITY except as herein expressly limited. Subject only to the other provisions of the Agreement, the CITY reserves the right to utilize personnel and the methods, in the most efficient manner possible, to manage and direct the employees, including the rights to hire, promote, classify, transfer, assign or retain employees in positions within the Department in accord with applicable laws; to take any appropriate disciplinary action against employees for cause; to determine the size and composition of work forces; to determine the best methods and technology by which operation of the Department should be conducted. Should any employee covered by this Collective Bargaining Agreement be aggrieved by the action of the CITY through the authority of this Article, the employee and the UNION body reserve and retain the recourse of the CIVIL SERVICE BOARD established for that purpose within the CITY of Monroe and/or a Court of proper jurisdiction.

SECTION II

The CITY and management have the right to implement work-related furloughs for any existing employee, and any furlough will result in the employee not receiving any money or wages during the period of the furlough, excluding state supplemental pay, if applicable. Further, during a furlough, any portion of an employee's pay funded by the Police Salary Sales Tax Proposition passed on or about September 18, 2004, and referenced in Article XIII, Section I, shall be reimbursed to the CITY's general fund, including any associated costs, such as Medicare and pension contributions at the CITY's most current contribution rate. For the purposes of this section, furlough shall mean time off without pay, excluding state supplemental pay, if applicable.

ARTICLE III: STRIKES AND LOCKOUTS

SECTION I

The UNION shall neither cause, engage in, or encourage, nor shall any employee cause or engage in any strikes, refusals to cross picket lines, sympathy strikes, work slowdowns, work stoppages, interruptions, delays of work, sit-downs, refusals to work overtime, nor any mass false illnesses such as the Blue Flu. The CITY has the right to require medical examination by the physician mutually agreed upon by the CITY and the employee, of any employee or employees suspected of having false illnesses such as "Blue Flu" in violation of this Section. The CITY shall pay for the required medical examination. Failure to submit to the medical examination shall be grounds for discipline by the CITY. Any employee who violates this Article shall be subject to discipline by the CITY. Any employee disciplined shall have reserved to him all rights of appeal through normal channels.

SECTION II

Upon the receipt of written notice by the CITY that employees covered by the Agreement are engaging in the conduct prohibited by Section I above, the UNION, its Officers, agents or representatives shall take all possible action to end such unauthorized conduct. Such UNION action shall include the conspicuous posting of all notices on the bulletin board used by the UNION pursuant to Article V below and at all other locations where the UNION customarily posts notices. The notices shall bear the signature of the duly authorized representative of the UNION and shall state that a violation of the non-strike clause is in progress and that all employees are instructed to return to work immediately.

ARTICLE IV: UNION DUES

The CITY shall deduct regular monthly UNION dues from the pay of each UNION member, and the procedure used for deduction of union dues shall be agreed upon by the CITY and the UNION, so long as said procedure includes the voluntary execution by the employee of a written and specific authorization for such deductions. Said authorization shall be revocable at any time at the will of the employee by delivery of a letter of revocation to the Chief of Police. The amount of such deduction and a list of employees to be included will be furnished

and kept up to date by the UNION.

ARTICLE V: BULLETIN BOARDS

The CITY shall permit the UNION to use a bulletin board at each assembly area for the purpose of posting notices deemed necessary for the UNION. No political notices will be posted on the above-mentioned bulletin boards.

ARTICLE VI: MEETING PLACE

The CITY shall permit the UNION the use of the Patrol Briefing Room for the purpose of holding regular and special UNION meetings as not to interfere with normal operations of the department.

ARTICLE VII: CONVENTIONS AND MEETINGS

SECTION I

The EXECUTIVE BOARD shall have the exclusive right to select from its EXECUTIVE BOARD not more than five (5) delegates to attend, without loss of pay, the annual I.U.P.A. and AFL-CIO Convention.

The UNION shall have the exclusive right to select from its EXECUTIVE BOARD no more than five (5) members, unless additional members are authorized by the Chief of Police, to attend the Louisiana Peace Officers Convention, the Municipal Peace Officers Convention, and the annual Louisiana UNION of Police training session, as well as other peace officer related conventions and/or meetings, with the choice of the meetings to be mutually agreed upon by the CITY and the UNION. The aforementioned delegates shall be the sole and exclusive representatives of the UNION.

The president of the UNION, or his/her designee, shall be granted administrative leave to attend board meetings of the Municipal Police Retirement System.

SECTION II

Members of the EXECUTIVE BOARD of the UNION shall be granted administrative time to attend the Legislative Sessions (pertaining to the UNION and/or membership) as needed each year. Every effort shall be made to accommodate the UNION in its efforts to attend the legislative sessions.

The CITY shall allow the president of the UNION, or his designee, administrative time up to two (2) weeks, unless additional time is authorized by the Chief of Police, to attend Louisiana State Legislative Session to address issues pertinent to the organization. Incidental expenses incurred by the designee/President will be paid by the Monroe Police Local #81 UNION.

Additional time, up to one week, will be granted in the case of a special session and on extended legislative sessions when items pertaining to the UNION or its membership are to

be addressed.

Any leave under this Article, including Sections I and II, is subject to the prior approval of the Chief of Police. Notwithstanding the foregoing, if a declared state of emergency exists or if an employee on vacation leave would need to be called back to work to accommodate any request for administrative leave under this Article, the Chief of Police can deny the request for administrative leave.

ARTICLE VIII: COURT TIME

All off-duty court time spent by employees covered by this Agreement as the result of the employee's regular tour of duty, on behalf of the CITY of Monroe, State of Louisiana, or United States Government shall be compensated monetarily. This time shall be compensated for at the regular hourly rate of pay, with a minimum pay of three (3) hours. In addition, each employee will be paid for the noon recess, if the employee is required to return to the afternoon session of Court.

ARTICLE IX: SICK LEAVE

SECTION I

Each employee employed prior to January 1, 1996, and covered by the Agreement shall be allowed the maximum amount of sick leave in any one twelve (12) month period as is mandated by Louisiana Revised Statute R.S. 33:2214. Employees, other than Police Officers and Jailers, who were employed after December 31, 1995, shall be governed by the CITY's sick leave policy. Police Officers and Jailers are covered under R.S. 33:2214, regardless of the date of employment.

SECTION II

Sick Leave Incentive: Each employee not utilizing any sick time in a quarter will be awarded an additional 12 hours of vacation for that quarter.

SECTION III

The sick leave policy will be enforced equally among employees.

All previously accrued ULT ("Uncompensated Leave Time") shall not be compensable upon separation of employment.

ARTICLE X: VACATION TIME

SECTION I

After completing one (1) year of employment, which is measured from the employee's hire date, each employee covered by the Agreement shall enjoy a paid vacation each twelve (12) month period, with the year being measured from the employee's anniversary hire date.

SECTION II

The vacation time allotted each employee covered by this Agreement shall be computed vacation hours as follows:

- | | |
|---|-----------|
| (1) One through five years continuous service | 150 hours |
| (2) Over five through ten years continuous service | 190 hours |
| (3) Over ten through fifteen years continuous service | 230 hours |
| (4) Over fifteen years continuous service | 270 hours |

Continuous service shall mean service which does not include an absence of one year from employment with the Monroe Police Department.

Each employee covered by the Agreement shall have the option of using their vacation hours in any one (1) hour or more increment. Each employee shall have the option of carrying up to 960 hours to be taken individually or collectively. Departmental seniority and policy shall prevail in the scheduling of vacation time in accordance with Departmental manpower needs.

No vacation hours earned in excess of 960 hours will be credited to any employee.

If made available for CITY employees, the option for cash in of vacation hours will also be made available to Monroe Police Department employees.

SECTION III

Designated Holidays, Extra Holidays and Pre-Holidays

The following are designated holidays:

New Year's Day
Martin Luther King Day
Easter
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employee's Birthday
(If an employee's birthday falls on designated holiday, they will be compensated for both.)

Designated Holiday: If an employee works on a "designated holiday" they will receive double time pay for the number of hours worked on that day. The employee will also receive a floating holiday for that holiday equal to the number of hours the employee is regularly scheduled to work. If an employee is scheduled off or utilizes time to be off on a designated holiday, they will receive a floating holiday equal to the number of hours they are regularly scheduled to work. (Example: If employee works a 12 hour shift on a designated holiday, the employee will receive 24 hours of pay and 12 hours of floating holiday time).

Extra Holiday: From time to time the Mayor may grant an “extra holiday.” For example, the Mayor may grant the Friday after Thanksgiving as an “extra holiday.” On these days, all employees (working or off) will receive a floating holiday equal to the number of hours they are normally scheduled to work.

Pre-Holiday: From time to time the Mayor may grant a “pre-holiday” where employees are allowed to leave early. For example, the Mayor may grant the Wednesday before Thanksgiving as a “pre-holiday” and allow employees to leave at 3:00 pm. This pre-holiday runs to the close of business hours for the CITY which is 5:00 pm. On these days, all employees that remain at work will receive floating holiday hour(s) equal to the number of “pre-holiday” hours (start of the pre-holiday until 5:00 pm). With the previous example, if an employee is allowed to take off for the “pre-holiday” hours, the employee will not be awarded two hours of floating holiday time.

Inclement Weather: From time to time the Mayor may declare an “inclement weather” day when severe or harsh weather conditions make it unsafe or impractical to travel, commute, or work. On these days, employees who are scheduled to work will be compensated for their regular shift, regardless of whether they are required to report to work. Employees who are required to work their scheduled shift on an inclement weather day shall, in addition to their regular compensation, receive a floating holiday equivalent to the number of hours worked on the inclement weather day. Employees who were not scheduled to work on inclement weather days and employees who are on scheduled or approved leave (*e.g.*, sick, vacation, compensatory, ULT, Auxiliary, FMLA, or otherwise) will not be eligible to receive a floating holiday.

For the purposes of this section, “floating holiday” is defined as follows: hours earned for the purposes of paid time off but not compensable if unused.

No floating holiday hours earned in excess of 240 hours will be credited to any employee.

SECTION IV

Departmental seniority and policy shall prevail regarding the use of floating holiday time, in accordance with Department manpower needs. The Department will recognize floating holiday time off as it recognizes compensatory time and as further outlined in the compensatory time policy document titled Paul W. Brown et al vs. CITY of Monroe, docket #3:02-1666.

ARTICLE XI: MILITARY SERVICE

SECTION I

Any employee who is a member of reserve force of the United States or of this State and who is ordered by the appropriate authority to attend a compulsory annual training period (i.e. summer camp), under the supervision of the United State or this State, shall be granted leave with pay, not to exceed fourteen (14) days for such activity.

SECTION II

Any employee who is ordered into active service or who being a member of a reserve force is activated in the armed forces of the United States or of this State, while in the service of the employer, shall be granted a leave of absence without pay for the period of such military service.

ARTICLE XII: INCENTIVE PAY PLAN

SECTION I

A system of college incentive pay shall be in effect for all full-time employees in the Classified Service, meaning those who are covered by the State of Louisiana Fire and Police Civil Service Law. An employee may only be eligible for one plan (the highest he/she is qualified to earn). This incentive pay scale will apply when an employee has or obtains the following:

- (1) Upon his/her employment with the Department or upon being earned, an employee with one (1) year of college credits (32 semester hours) or more in an approved curriculum shall be paid one hundred dollars (\$100) per month above his/her base pay.
- (2) Upon his/her employment with the Department or upon being earned, an employee with an associate degree or two years (2) years of college credit (64 semester hours) or more in an approved curriculum shall be paid one hundred fifty dollars (\$150.00) per month above his/her base pay.
- (3) Upon his/her employment with the Department or upon being earned, an employee with a Bachelor's Degree in an approved curriculum shall be paid two hundred twenty-five (\$225.00) per month above his/her base pay.
- (4) Upon his/her employment with the Department or upon being earned, an employee with a Master's Degree in an approved curriculum shall be paid two hundred seventy-five dollars (\$275.00) per month above his/her base pay.

Employees hired after September 13, 2011, shall only receive college incentive pay for an Associate Degree, Bachelor's Degree, or Master's Degree. Semester hours will not be considered for these employees.

SECTION II

Professional longevity pay shall be paid to those employees in the Classified Service. Said pay shall be granted to the employee in addition to his base pay on a monthly basis. The scale of pay is to be as follows:

- | | |
|---|----------|
| (1) One through three years continuous service | \$50.00 |
| (2) Over three through five years continuous service | \$75.00 |
| (3) Over five through nine years continuous service | \$100.00 |
| (4) Over ten through fifteen years continuous service | \$125.00 |
| (5) Over fifteen years of continuous service | \$175.00 |
| (6) Over twenty years of continuous service | \$225.00 |

Professional longevity pay shall be granted to those qualified employees whose years of service are accumulated with the Monroe Police Department and do not include an absence of more than one (1) year from employment with the Monroe Police Department.

SECTION III

Each employee shall be granted both of the aforementioned pay plans, as he/she becomes eligible.

SECTION IV

Eligible employees shall be entitled to receive the following:

- (1) Each employee covered by the Agreement who successfully completed the EMT-Paramedic Training Program shall be entitled to the sum of two hundred dollars (\$200.00) per month as additional incentive pay, provided however, that for such entitlement to continue, the employee must successfully complete the refresher course given each other year and provided that any employee receiving Emergency Medical Technician-Paramedic pay shall not receive First Responder pay. Before receiving the above EMT-Paramedic incentive pay, each employee shall provide the Appointing Authority written certification demonstrating successful completion of the semi-annual, required refresher course.
- (2) Each employee covered by the Agreement who successfully completes the Emergency Medical Technician-Basic Training Program shall be entitled to the sum of one hundred seventy-five dollars (\$175.00) per month as additional incentive pay, provided however, that for such entitlement to continue, the employee must successfully complete the refresher course given every other year and provided that any employee receiving Emergency Medical Technician-Basic pay shall not receive First Responder pay.
- (3) Each employee covered by the Agreement who successfully completes the First Responder Course, or a course of its equivalence, shall be entitled to the sum of one hundred dollars (\$100.00) per month as additional incentive pay, provided however,

that such entitlement to continue, such employee must successfully complete the refresher course given every other year.

SECTION V

Each employee covered by the Agreement, who is classified by the Department at K-9 Patrol, in accordance with departmental rules, shall receive the sum of one hundred dollars (\$100.00) per month as additional incentive pay.

SECTION VI

Each employee covered by the Agreement, who is classified by the Department as a member of the Dive Team, shall receive the sum of one hundred dollars (\$100.00) per month as additional incentive pay.

SECTION VII

Each employee covered by the Agreement, who is classified by the Department as a Bomb Technician, shall receive the sum of one hundred dollars (\$100.00) per month as additional incentive/hazardous duty pay.

SECTION VIII

Employees designated by the Chief of Police as Field Training Officers, Communications Training Officers, and Departmental Records Clerk Training Personnel shall receive the sum of one hundred dollars (\$100.00) per month as additional incentive pay. To be eligible for incentive pay, the Training Officers/Training Personnel must have trained an employee at least one day in the preceding calendar month and must have completed all required training documentation.

SECTION IX

Each employee designated by the Chief of Police as a member of the Traffic Division who has successfully obtained certifications in Traffic Investigation and Reconstruction shall receive the sum of (\$100.00) per month as additional incentive pay.

ARTICLE XIII: SALARY

SECTION I

The minimum annual base salaries are as set forth below:

MPD SALARIES		
CLASSIFICATION	RANK	ANNUAL BASE PAY
9001	BEG PATROL	\$33,481.00
9002	PATROL I	\$34,292.00
9003	PATROL II	\$36,448.00
9004	CORPORAL	\$40,244.00
9005	SERGEANT	\$43,902.00
9006	LIEUTENANT	\$45,831.00
9007	CAPTAIN	\$49,357.00
9008	MAJOR	\$52,882.00
9009	ASST CHIEF OF POLICE	\$62,746.00
9011	SECRETARY TO THE CHIEF OF POLICE	\$37,725.00
9016	POLICE SUPPLY CLERK	\$33,434.00
9017	BUDGET & ACCOUNTING ADMINISTRATOR	\$34,590.00
9019	SUPERVISOR OF POLICE RECORDS	\$39,792.00
9020	STENOGRAPHER	\$33,424.00
9021	EVIDENCE OFFICER	\$29,789.00
9023	CLERK BEG	\$28,217.00
9024	CLERK I	\$29,000.00
9025	CLERK II	\$29,787.00
9026	POLICE COMMUNICATIONS SUPERVISOR	\$39,792.00
9027	RADIO OPERATOR BEG	\$31,780.00
9028	RADIO OPERATOR I	\$33,108.00
9029	RADIO OPERATOR II	\$34,434.00
9030	METER CLERK	\$29,715.00
9032	CUSTODIAN	\$29,112.00
9039	JAILER BEG	\$30,326.00
9040	JAILER I	\$31,661.00
9041	JAILER II	\$33,104.00
9044	JAILER SUPERVISOR	\$39,792.00
9043	CRIME ANALYST	\$52,497.00

*The "Annual Base Salary" includes pay from the Police Salary Sales Tax Proposition passed on September 18, 2004. This increase in salary shall be governed by the Plan for Utilization of Sales and Use Tax for Fire and Police Personnel and any applicable laws and is subject to the collection of sufficient sales tax revenue to pay new base.

SECTION II

All full-time employees covered under the Agreement shall receive supplemental pay (hereafter called "25th Check") with funds generated from the Police Salary Sales Tax Proposition passed on September 18, 2004. The monetary allotments shall be divided equally amongst all employees subject to this agreement. The allotments of the 25th Check shall be issued in the employees' regular payroll check on or before November 15th yearly. If the monetary allotment is increased for one employee, all employees shall receive that increased amount. This payment shall be subject to available funds and in accordance with the call for the Police Salary Sales Tax.

An employee with less than one year of continuous employment shall receive a prorated 25th Check. The amount of the check will reflect the time of employment between the date of hire and the issuance of the last supplemental pay.

The UNION and the CITY must approve of the funds availability prior to the issuance of any supplemental pay.

ARTICLE XIV: WORKING HOURS

SECTION I

Overtime work shall be all work performed in excess of forty (40) hours in any one calendar week, including any training time, unusual work-related travel time, or other compensable time as prescribed by FLSA.

SECTION II

Any full-time employee required to actually work in excess of forty (40) hours of any calendar week, except as provided in Article VIII of the Agreement, shall be paid at the rate of one and one-half times his hourly wage, (the term hourly wage as used in any section of this contract shall be a computation of hourly rate based on the employee's monthly salary which will include the employee's base salary plus professional longevity, college incentive pay, and state supplemental pay). Vacation, sick, compensatory leave, floating holiday leave, or any other type of leave shall not be counted as hours actually worked for overtime purposes.

An employee called out shall receive four (4) hours minimum pay at an overtime rate. However, an employee who shall be called in to receive any disciplinary action shall not be deemed to have been called out and shall not be compensated, therefore, if said action is for just cause. The Internal Affairs Division should make an effort to accommodate the employee's schedule.

SECTION III

Departmental seniority and policy shall prevail regarding the use of compensatory time in accordance with Department manpower needs. All Monroe Police Department personnel shall be governed by the compensatory time policy document Paul W. Brown et al vs. CITY of Monroe #3:02-1666.

SECTION IV

The scheduling of the days of work and hours of work of all employees covered by the Agreement shall be at the discretion of the Chief of Police. Efforts will be made to accommodate the personal desires of the employees.

ARTICLE XV: EQUIPMENT

SECTION I

The CITY shall furnish each employee covered by the Agreement with the following listed equipment: two sets of handcuffs, two handcuff cases, one coat badge, one duty belt, one holster, one flashlight, one ammunition pouch, three belt keepers, one name tag, four short-sleeve shirts, three long-sleeve shirts, four pairs of pants, one tie, one jacket, one raincoat, one handgun and ammunition for such handgun, plus replacement items as needed due to destruction or wear. A monetary allotment should be given to plain clothes employees. Each individual will furnish his own socks and belt. Plain clothes employees will also be furnished a holster and ammo pouch, when required.

SECTION II

Patrolmen, Jailers, Radio Operators, Secretary to the Chief, Secretaries, Accountant, Steno-Clerks, Clerks, Meter Clerks, and all officers acting in the capacity of plain clothes officers, shall receive an annual \$125.00 allowance for shoe expense payable on January 1 each year. The CITY will be required to pay \$50.00 each month on the 15th for uniform maintenance.

Any new employee that is hired between the dates of January 1st – July 31st will be eligible for the shoe allowance their first year. Anyone hired after July 31st will receive their shoe allowance on January 1st of the next year.

Employees hired on or after September 13, 2011, shall not receive the uniform maintenance allowance but shall receive the shoe allowance.

SECTION III

Employees who fall in the category of plain clothes officers shall receive a monetary allotment of not less than \$1,200 per year for clothes of their choosing; \$300 payable each quarter. If the monetary allotment is increased for one plain clothes officer, all plain clothes officers shall receive that increased amount.

The Chief of Police, at his discretion, may allocate no more than \$150 per quarter to eligible

employees who do not fall into the plain clothes category.

ARTICLE XVI: DUTIES AND RESPONSIBILITIES

SECTION I

All full-time employees who are included in the Louisiana Municipal Fire and Police Civil Service Law shall perform duties and responsibilities as laid down by the aforementioned law.

SECTION II

Any employee required to work out of the class he holds shall be paid at the rate of pay for the next higher class above his rank during such excess.

ARTICLE XVII: GRIEVANCE PROCEDURE

In addition to all rights reserved to employees covered by the Agreement under the Fire and Police Civil Service laws of the State of Louisiana, if any employee covered by this agreement feels that he/she has been treated unfairly, he/she shall use the grievance procedure outlined hereinafter with the assurance that no coercion, discrimination, or reprisal against him will follow because of such action. It shall be the responsibility of the UNION to screen employee grievances of petty, harassing, or non-meritorious grievances prior to presentation to the employee's immediate supervisor. Any grievance or complaint not filed in accordance with the following procedures will be dismissed and not considered.

Step I The aggrieved employee and his UNION representative shall within five (5) working days of the date the grievance occurred, present the facts to the employee's immediate supervisor, in writing. The immediate supervisor will submit his answer to the UNION representative and the aggrieved employee, in writing, within two (2) working days. A lack of response from the supervisor is to be concluded as a negative response/reply.

Step II Should the UNION decide that the reply of the immediate supervisor is unsatisfactory; the UNION Grievance Committee shall within five (5) working days, submit the grievance in writing to the Chief. The Chief shall, within three (3) working days, reply to the UNION in writing, giving his decision.

Step III Should the UNION decide that the reply of the Chief is unsatisfactory, the UNION shall, within five (5) working days; submit the facts of the grievance in writing to the employer. The parties shall arrange for a meeting between the UNION representatives and the employer for further discussion of the issue.

ARTICLE XVIII: INSURANCE AND LEGAL REPRESENTATION

SECTION I

The CITY may maintain a policy of liability insurance covering each full-time sworn police officer for the purpose of protecting said officer in the event of any civil action or claim made against him/her because of the officers' performance of his/her official duties. If the CITY provides such

insurance coverage, any obligation to provide a legal defense or indemnity shall be governed by the terms of such insurance coverage.

SECTION II

In the event a police officer is named a Defendant in any civil action arising from the performance of the officer's official duties within the course and scope of their employment, the CITY shall provide a legal defense. The CITY shall not be obligated to provide a defense if the CITY, a court, an administrative body, the Monroe Fire and Police Civil Service Board, or a tribunal determines that the officer was not acting in the course and scope of their employment.

The CITY shall also not be obligated to provide a legal defense under the following circumstances:

1. The officer is terminated or discharged as a result of the actions/inactions or in connection with the actions/inactions that are the basis for the civil suit; the officer resigns or retires while under administrative investigation for the actions/inactions or in connection with the actions/inactions that are the basis for the civil suit; or the officer is arrested, indicted, or charged with criminal offenses as a result of the actions/inactions or in connection with the actions/inactions that are the basis for the civil suit; and
2. The officer's actions are intentional, egregious, deliberately indifferent, or constitute a standard of fault of gross negligence or higher.

If the CITY is obligated or agrees to provide a legal defense under this Section, the choice of defense attorney shall be at the sole discretion of the CITY.

The CITY is not obligated to indemnify the officer for any judgement, including money judgments, injunctive relief, and attorney's fees, rendered against him in any civil action unless explicitly required by law to indemnify the officer.

SECTION III

To the extent required by law, in the event there is any criminal action filed against any full-time sworn police officer for actions in the performance or furtherance of their official duties (that is, within the course and scope of their employment), and the officer was acting in good faith, the CITY agrees to indemnify and/or reimburse said officer for reasonable attorney's fees incurred by the officers on account of the institution of prosecution in the event that the officer is found not guilty of any criminal action. The obligation to reimburse the officer shall not occur until the charges are formally dismissed or finally adjudicated in court and the period for taking an appeal has expired.

An officer may waive his right to reimbursement prior to the dismissal of charges.

ARTICLE XIX: PLEDGE AGAINST DISCRIMINATION AND COERCION

The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, religion, color, sex, age, national origin, handicapping conditions, veteran status, marital status or political affiliations. The UNION shall share equally with the CITY the responsibility for applying the provisions of the Agreement. All reference to employees in the Agreement designates both sexes, and wherever the male gender is used shall be construed to include male and female employees.

The CITY agrees not to interfere with the rights of employees to become members of the UNION, and there shall be no discrimination, interference, restraint, or coercion by the CITY or any CITY representative against any employee because of UNION membership or because of any employee activity in an official capacity of behalf of the UNION, or any other cause.

The UNION assures that under the Non-Discrimination policy, no person represented under the provisions of the Agreement shall on the ground of race, religion, color, sex, age, national origin, handicapping conditions, veteran status, or marital status be denied the benefits or be subject to the discrimination under any of its programs or activities.

The UNION recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining union without discrimination, interference, restraint, or coercion.

ARTICLE XX: SAVINGS CLAUSE

If any provisions of the Agreement are subsequently declared by proper legislative body or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of the Agreement shall remain in full force and effect for duration of the Agreement. All parties acknowledge that from time-to-time municipal ordinances, which vary the terms of this Agreement, may be passed and that the execution and acceptance of the Agreement by the CITY is not a waiver of the CITY'S rights to pass such ordinances.

ARTICLE XXI: CONTRACT TERM

The term of this agreement shall be for four (4) years, from March 1, 2024, the date the Agreement takes effect, to December 31, 2028, the date the Agreement expires and is no longer in effect. Notwithstanding the foregoing, if, during the term of the Agreement, the CITY and the UNION agree to re-open the Agreement, the Agreement shall continue in full force and effect pending the outcome of negotiations.

SIGNATURE PAGE

CITY OF MONROE

Friday Ellis,
Mayor

**MONROE POLICE LOCAL
#81 IUPA, AFL-CIO**

Chris Turner, President

Anthony Cowan, Vice-President