MINUTES OF “SPEICAL” MEETING

TECHE-VERMILION FRESH WATER DISTRICT

April 9, 2024

The Board of Commissioners met on the above date at the Teche-Vermilion Fresh Water District office located at 315 South College Rd, Suite 110, Lafayette, LA 70503 at 1:30 p.m. Member’s present were: Mr. Edward Sonnier, Mr. Tommy Thibodeaux, Mr. Keith Hensgens and Mr. Donald Segura(Phone). Member Absent: Mr. Bradley Grimmett. In addition, present were: Mr. Donald Sagrera, Ms. Wendy Dupuis, Mr. Alex Lopresto, and Mr. Cecil Knott,

At this time the Public meeting, the Chairman called for any public comment regarding the Agenda. There was no comment.

Upon motion by Mr. Thibodeaux and seconded by Mr. Hensgens, the Board adopted a Cooperative Endeavor Agreement with the State of Louisiana, the Department of Transportation and Development to repair, restore, replace and maintain a water resources project in the Bayou Teche. Motion unanimously carried. (see attached)

Upon motion by Mr. Thibodeaux and seconded by Mr. Hensgens, no further business was brought forth, therefore, the meeting adjourned.

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

TECHE-VERMILION FRESH WATER DISTRICT

AND

THE STATE OF LOUISIANA

THIS COOPERATIVE ENDEAVOR AGREEMENT (hereinafter “CEA”) is entered into this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2024, by and between the Teche-Vermilion Fresh Water District (hereinafter the “District”), represented by its Executive Director, Donald F. Sagrera and the State of Louisiana, Louisiana Department of Transportation and Development (hereinafter the “Government”), represented by the Deputy Secretary of DOTD, Barry Keeling, together referred to as the “Parties.”

WITNESSETH, THAT:

WHEREAS, the Government is authorized to operate, maintain, repair, restore, and replace a fresh water supply in Bayou Teche (hereinafter the “Project”) authorized by the Act 26 dated March 2, 1907, Public Law 59-168;

WHEREAS, Section 1024 of the Water Resources Reform and Development Act of 2014, as amended (33 U.S.C. 2325a), authorizes the Government to accept and use funds contributed by a non-Federal public entity, a nonprofit entity, or a private entity to repair, restore, replace, or maintain a water resources project if the District Commander of the U.S. Army Corps of Engineers determines that there is a risk of adverse impacts to the functioning of the project for its authorized purposes and acceptance of the funds is in the public interest;

WHEREAS, on March 5, 2024, the District Commander of the U.S. Army Corps of Engineers determined that there is a risk of adverse impacts to the functioning of the Project for its authorized purposes;

WHEREAS, the District was created by the legislature for the purpose of establishing, maintaining and protecting a fresh water supply in Bayou Teche;

WHEREAS, the District is authorized to cooperate with the State of Louisiana and/or any agency or political subdivision thereof and/or the United States Government and any of its agencies on any basis which the District shall deem advisable in the establishment, construction, operation and maintenance of the fresh water system;

WHEREAS, the Project to operate, maintain, repair, restore, and replace a fresh water supply in Bayou Teche will cost the Government 1.6 million dollars; and

WHEREAS, the District considers it in its own interest to maintain and protect a fresh water supply in Bayou Teche to contribute the sum of $65,000.00 to be used by the Government for the Project.

NOW, THEREFORE, the District and the Government agree as follows:

1. Within thirty (30) calendar days of execution of this CEA, the District shall provide to the DOTD the sum of $65,000.00. The District shall provide these funds to the DOTD by delivering a check payable to the Louisiana Department of Transportation and Development or providing an Electronic Funds Transfer of such funds in accordance with procedures established by the parties.

2. Said funds ($65,000.00) shall thereafter be transferred within 60 days to the U.S. Army Corps of Engineers with funds allocated and earmarked for the Project.

3. The Government shall not commence any work on the Project until all applicable environmental laws and regulations have been complied with, including, but not limited to, the National Environmental Policy Act of 1969 (42 U.S.C. 4321-4347) and Section 401 of the Clean Water Act (33 U.S.C. 1341).

4. Upon conclusion of the Project and resolution of all relevant claims and appeals, the Government shall complete a final accounting of the costs of such Project and furnish the DOTD with written notice of the results of such final accounting. If the costs of the contributed funds work are less than the amount of funds provided by the contributors, the Government shall refund the excess to the contributors within thirty (30) calendar days of such written notice.

5. The parties hereby acknowledge and agree that the Project will benefit the District by enhancing its ability to deliver fresh water to the Bayou Teche.

6. Nothing herein shall constitute, represent, or imply any commitment to budget or appropriate funds for the Project in the future; and nothing herein shall represent, or give rise to, obligations of the United States.

7. In the exercise of their respective rights and obligations under this CEA, the Government, DOTD, and the District each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

8. Notices.

a. Any notice, request, demand, or other communication required or permitted to be given under this CEA shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the District:

Donald F. Sagrera, Executive Director

Teche – Vermilion Fresh Water District

315 S. College, Suite 110

Lafayette, LA 70503

If to the DOTD:

Barry Keeling, Deputy Secretary

Louisiana Department of Transportation and Development

P.O. Box 94245

Baton Rouge, LA 70804

b. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this paragraph.

9. The Parties agree to use their best efforts to resolve any dispute in an informal fashion through consultation and communication. If the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the Parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the Parties from performance pursuant to this CEA.

10. This CEA may be modified or amended only by written, mutual agreement of the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this CEA, which shall become effective upon the date it is signed.

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Donald F. Sagrera, Executive Director

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Barry Keeling, Deputy Secretary