



Development Name St. Tammany Parish Advanced Campus - S.T.A.C.
 No. Customers (Lots) 24 Lights Mounted on 20ft Concrete Poles
 LEA Number _____
 CORS/Account Number 210001550115

Cleco Power LLC, (the Company) and St. Tammany Parish Government
 Represented by Michael B. Cooper, Parish President (the Applicant) agree
 that under the following terms of this agreement, the Company will extend its distribution facilities to
 furnish underground primary and secondary for street lighting service to the Applicant's premises
 located Hwy 434 @ Tamanend - S.T.A.C

(see attached sketch)

The Company will furnish service to the customer(s) at the Applicant's premises, according to the Company's Standard Terms and Conditions for Electric Service, applicable rate schedules, Company service standards, and the terms of this Agreement.

1. Prior to the Company making the extension of its facilities under this agreement, the Applicant agrees to pay the total cost thereof as shown on the attached addenda. Those amounts are based on the estimated cost to construct the facilities on or about May 31 20 22.
 The initial payment of the total cost in the amount of \$ 76,221.00 will be due upon the acceptance of this agreement and the final payment in the amount of \$ N/A will be due on or before N/A, 20____, which is one week prior to the estimated start of construction by the Company. If by mutual agreement between the Applicant and the Company an earlier starting date is scheduled, the final payment must be made before construction will begin.

2. Applicant will assist the Company by coordinating other construction activities on the Applicant's property until the project is completed. Specific assistance which the Applicant will provide includes, but is not limited to:

A. Granting rights-of-way at no cost to the Company and warranting ownership of all property included in this agreement with the exception of the following: None

B. Providing a final reproducible plan of the development, showing existing and/or proposed facilities.

C. In the case of underground service, clearing and grading the right-of-way to within six inches of the final grade before construction of the Company's facilities begins.

D. Providing accurately installed stakes and/or flags along the route of the Company's proposed facilities. These markers shall indicate the location of lot corners, rights-of-way, property lines, streets, drains and other utilities wherever required by the Company to insure that its facilities are properly located on the Applicant's property. The Applicant will notify the designated Company representative, in writing, when these conditions are fulfilled.

3. Applicant will pay the added cost of engineering, labor, material and equipment necessary to change or relocate previously designed facilities due to changes in the Applicant's plans, inaccurate grade levels, inaccurate staking, changes in other utilities or delays in meeting the proposed construction schedule.

4. Applicant will pay the total installation and removal cost of temporary facilities required to provide service prior to the estimated completion date stated in this agreement.

5. Upon completion, Applicant will inspect the initial construction of the facilities with the designated Company representative.


6. The Company agrees to:


A. Provide additional services listed below: Install primary, secondary, transformers, pedestals and 24 LED Prague Street Lights mounted on 20ft Concrete Poles Bronze in Color. Poles are direct bury

Street Lighting Design Attached - Rev 3 - 12/10/2019. St. Tammany Parish Government shall provide survey stakes at points required by Cleco engineer. Cleco will mail invoice for payment

- B. Provide the Applicant a plan of the proposed facilities included in this agreement and provide an as-built plan of the system upon completion of construction.
 - C. Exercise reasonable diligence to procure the necessary material, equipment, labor and facilities required for this extension, and provide a construction schedule based on the availability of labor and materials at the time of this agreement.
 - D. Own, maintain, and operate the system in accordance with the Company's published rates and Standard Terms and Conditions for Electric Service. The Company reserves the right to utilize this extension in its overall distribution plan for providing service to others.
7. It is estimated that service will be available 4 weeks after construction starts. However, the Company shall not be liable to the Applicant, nor shall the Applicant be liable to the Company for delay in stating this service when such delay is a result of injunction, fire, riot, strike, explosion, flood, accident, breakdown, acts of God or other acts or conditions reasonably beyond the control of the party affected.
8. Nonperformance of any portion of this agreement by the Applicant will permit the Company, at its option, to cancel this agreement and retain all funds received from the Applicant. The Company will then, at the Applicant's request, review the conditions affecting the cancellation and make a new proposal to reflect any changes in price or Company policy.
9. The agreements herein contained shall inure to the benefit and liability of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this agreement shall not be assigned by the Applicant without the written consent of the Company and such shall not be provided unless the assignor and assignee agree to be liable for all of the obligations of the Applicant hereunder.
10. The Applicant acknowledges that he has carefully considered all of the dollar figures contained herein and has reviewed or has been given an opportunity to review same with the Company, that he is satisfied with such figures, and that henceforth they will be binding for all purposes hereof.
11. Applicant agrees to pay monthly charges for providing, operating and maintaining street lights on the premise and electricity therefore, or until another party accepts responsibility for the monthly payments in writing and the Company provides its written consent.
12. Applicant agrees to pay for facilities for a period of not less than N/A months from the date service is first made available by the Company, and pay a minimum monthly charge for facilities during this period of not less than N/A dollars (\$ N/A). Should service be discontinued prior to the aforementioned minimum period, Applicant agrees to pay to the Company immediately the total minimum monthly charge for the remainder of the period.
13. This agreement will become effective and approved by the Company only if it is accepted by the Applicant and returned to the Company with the prescribed initial payment, on or before

November 30, 20 21 ST. TAMMANY PARISH GOVERNMENT

APPLICANT
By: 
Name: Michael B. Cooper
Title: Parish President
Date: 01/24/2022

APPROVED:
CLECO POWER LLC
By: 
Name: RICHARD C. LANDRY
Title: DIRECTOR - MARKETING & ORGANIZATION
Date: FEB 2, 2022



Cost of Underground Service

Applicant has requested underground electric service and is responsible for, at a minimum, the difference in the cost of the construction of underground facilities and facilities for overhead service. The Company has determined that the total cost to the Applicant is \$ 76,221.00
Applicant has agreed to pay this amount in the following manner:

Cash - \$ 76,221.00

In kind contribution value - \$ N/A In lieu of paying all or part of this amount in cash, Applicant has agreed to make an in kind contribution to the cost of constructing to the underground facilities by:

- trenching and back filling
- providing _____ feet of underground electrical conduit
- providing underground electrical conduit installation for primary and secondary
- providing underground electrical conduit installation for primary and secondary road crossings
- providing underground electrical conduit installation of street lights
- other _____

all in accordance with Company's design specification attached hereto.

The parties agree that the cost of Applicant's in kind contribution and/or cash will, at a minimum, equal the difference in cost of the construction of underground facilities and facilities for overhead service.

ST. TAMMANY PARISH GOVERNMENT

APPLICANT
By: Michael B. Cooper, Parish President

ADDENDUM TO CLECO LINE EXTENSION AGREEMENT
FOR LIGHTING INSTALLATION AND ELECTRIC SERVICE

The following provisions are hereby added to the Cleco Line Extension Agreement (the "Initial Contract") between Cleco Power LLC ("Provider") and St. Tammany Parish Government ("STP"), to which this Addendum to the Cleco Line Extension Agreement (the "Addendum") is annexed, pertaining to the installation of lighting poles at the "St. Tammany Advanced Campus" located at Tamanend Development Hwy 434 in Lacombe, Louisiana. This Addendum supplements and modifies the said Initial Contract and is intended to be read together with said Initial Contract as one unified instrument (herein collectively referred to as the "Agreement"). In the event of any inconsistencies between the provisions of the Initial Contract and the provisions of this Addendum, the provisions of this Addendum shall govern.

- A. STP has applied for and received funding from the United States Department of Housing and Urban Development originating from Community Development Block Grant – Disaster Recovery ("CDBG-DR") funding.
- B. STP wishes to engage Provider to assist STP in utilizing such funds.
- C. Concurrently with execution of this Addendum, STP and Provider are entering into a contract for certain installation of light poles (the "Light Poles") paid for in whole or in part with the CDBG-DR funds.

NOW THEREFORE, for and in consideration of the mutual promises contain herein, STP and Provider agree as follows:

- 1. General Compliance. Provider agrees to comply with the "CDBG Compliance Provisions for Construction Contracts," as applicable, attached hereto as Exhibit "A" in its administration and performance of obligations contained in the Agreement.
- 2. Performance; Deadlines. The installation of the Light Poles shall consist of two (2) separate phases as delineated below, with each phase having its own deadline for completion.
 - a. Phase 1 – Installation of conduit are due 90 days following receipt of payment.
 - b. Phase 2 - Installation of Light Poles and activation of lighting are due 60 days following conduit installation.

THUS DONE AND SIGNED effective as of January 24, 2021.

ST. TAMMANY PARISH GOVERNMENT

BY: 
Michael B. Cooper
Parish President

THUS DONE AND SIGNED effective as of FEB 2, 2022

Cleco Power LLC

BY:


RICHARD C. LANONY
DIRECTOR, MARKETING & OPERATIONS

EXHIBIT "A"
CDBG COMPLIANCE PROVISIONS

(See attached pages.)

Section 11

CDBG COMPLIANCE PROVISIONS

for

CONSTRUCTION CONTRACTS

(These provisions must be included in all construction contracts)

CONTENTS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
2. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS
3. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
4. CERTIFICATION OF NONSEGREGATED FACILITIES
5. CIVIL RIGHTS
6. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974
7. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES
8. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)
9. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
10. AGE DISCRIMINATION ACT OF 1975
11. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS
12. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION
13. FLOOD DISASTER PROTECTION
14. ACCESS TO RECORDS - MAINTENANCE OF RECORDS
15. INSPECTION
16. REPORTING REQUIREMENTS

10/25/2012

Version 3.3

17. CONFLICT OF INTEREST
18. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED
19. PATENTS
20. COPYRIGHT
21. TERMINATION FOR CAUSE
22. TERMINATION FOR CONVENIENCE
23. ENERGY EFFICIENCY
24. SUBCONTRACTS
25. DEBARMENT, SUSPENSION, AND INELIGIBILITY
26. PROTECTION OF LIVES AND HEALTH
27. BREACH OF CONTRACT TERMS
28. PROVISIONS REQUIRED BY LAW DEEMED INSERTED
29. CHANGES
30. PERSONNEL
31. ANTI-KICKBACK RULES
32. ASSIGNABILITY
33. INTEREST OF CONTRACTOR
34. POLITICAL ACITIVITY
35. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET
36. DISCRIMINATION DUE TO BELIEFS
37. CONFIDENTIAL FINDINGS
38. LOBBYING
39. FEDERAL LABOR STANDARDS PROVISIONS

10/25/2012

Version 3.3

1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**
(applicable to contracts and subcontracts above \$10,000)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation

with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. **STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY**
CONSTRUCTION CONTRACT SPECIFICATIONS
(applicable to contracts and subcontracts above \$10,000)

A. As used in these specifications:

- (1) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- (2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- (3) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- (4) "Minority" includes:
 - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish Culture or origin, regardless of race);
 - (c) Asian and Pacific Islander (all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

B. When the Contractor, or any subcontractor, at anytime, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

C. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in

compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- D. The Contractor shall implement the specific affirmative action standards provided in paragraphs G(1) through G(16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- E. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- F. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- G. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- (3) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- (4) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement have not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under G(2) above.
- (6) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations: by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on a bulletin board accessible to all employees at each location where construction work is performed.
- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO

policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

- (9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- (12) Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- (14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- (15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitation to minority and female contractor associations and other business associations.
- (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

H. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (G(1) through G(16)). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under G(1) through G(16) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a